

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

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. And  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**MOTION RECORD  
(returnable April 17, 2020)**

**VOLUME 1 of 2**

*[Distribution of the Elm, Puccini and Cottage Net Proceeds of Sale]*

February 20, 2020

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# Tab 1

Court File No. CV-18-00608356-00CL

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**NOTICE OF MOTION  
(returnable April 17, 2020)**

The Applicant, Buduchnist Credit Union Limited (“BCU”), will make a motion to the Honourable Mr. Justice Penny on Friday, April 17, 2020 at 10:00 a.m. at a court house location in Toronto, Ontario to be determined and advised.

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

**THE MOTION IS FOR AN ORDER:**

1. Directing and authorizing KSV Kofman Inc. (“KSV”), in its capacity as Receiver of the Properties (as defined below), to make the following distributions:
  - (a) a distribution of the net sale proceeds generated from the closing of the court-approved sale transaction in respect of the real property municipally known as 87 Elm Grove Avenue, Richmond Hill, Ontario (the “**Elm Property**”) to BCU;
  - (b) a distribution of the net proceeds generated from the collection of rent and closing of the court-approved sale transaction in respect of the real property municipally

known as 46 Puccini Drive, Richmond Hill, Ontario (the “**Puccini Property**”) to BCU;

- (c) a distribution of the net proceeds generated from the collection of rent and closing of the court-approved sale transaction in respect of the real property municipally known as 6216 Fifth Line, Egbert, Ontario (the “**Cottage Property**”, and collectively with the Elm Property and the Puccini Property, the “**Properties**”) to BCU and in the event there are any surplus net proceeds to which Carlo Demaria (“**Carlo**”) would be entitled then a distribution of such surplus to the Sheriff pursuant to BCU’s consent judgments against Carlo and the Writs of Seizure and Sale in respect thereof;
2. Quantifying BCU’s costs in respect of the receivership of the Cottage Property pursuant to the terms of the Third Amended and Restated Receivership Order dated February 22, 2019 in order to determine the total amount owing to BCU that is distributable to it from the net proceeds of the Cottage Property;
3. Costs of this motion on a full indemnity basis in accordance with the terms of BCU’s security; and
4. Such further and other relief as counsel may advise and this Honourable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

**The Receivership Proceedings**

1. Pursuant to orders of the Court made on November 13, 2018, on application made by BCU, KSV was appointed as Receiver of the Elm Property (the “**Receivership Order**”) and as interim receiver of the Puccini Property;
2. On December 4, 2018, the interim receivership of the Puccini Property was converted to a receivership;

3. On January 17, 2019, the Receivership Order was amended to include the Cottage Property;
4. The Receiver has sold the Elm Property, the Puccini Property and the Cottage Property, and prior to sale realized rental monies from the Puccini Property and the Cottage Property. The Receiver has net proceeds available for distribution as set out in its Interim Statement of Receipts and Disbursements attached as Schedule "A";

### **The Elm Property**

5. The Elm Property is comprised of land and a new vacant residential home the construction of which was not complete. At the time the Receiver was appointed, 2321197 Ontario Inc. ("**197**") was the registered owner of the Elm Property;
6. Pursuant to the Commitment Letter, dated January 29, 2016, and the Line of Credit Loan Agreement, dated January 29, 2016 (together, the "**197 Loan Agreements**"), BCU advanced a demand loan to 197 in the principal amount of \$2,200,000 (the "**197 Loan**");
7. Repayment of the 197 Loan is guaranteed by Carlo pursuant to a Guarantee and Postponement of Claim, dated January 29, 2016;
8. The 197 Loan is secured by a charge/mortgage in the principal amount of \$2,200,000, registered in favour of BCU against the Elm Property on February 5, 2016 (the "**Elm Mortgage**");
9. On May 6, 2015, the Ontario Superior Court issued an Order (the "**Mareva Order**") in the proceeding of *Trade Capital Finance Corp. v. Peter Cook et al.*, bearing Brampton Court File No. CV-15-2110-00. 197 is not an original Mareva Defendant nor is it one of the additional Mareva Defendants added by subsequent amendment to the Mareva Order made on March 24, 2016. Prior to the within receivership proceedings, the Mareva Plaintiff, Trade Capital Finance Corp. ("**Trade Capital**"), was aware of the Elm Property and of the Elm Mortgage but failed to notify BCU that it took the position that the Elm Property was frozen by the Mareva Order;

### **The Puccini Property**

10. The Puccini Property is a residential property. At the time the Receiver was appointed, 2321198 Ontario Inc. (“**198**”) was the registered owner of the Puccini Property;
11. Pursuant to the Line of Credit Mortgage Loan Agreement and Statement of Disclosure, dated February 17, 2015, the Mortgage Loan Offer, dated February 17, 2015, and the Line of Credit Mortgage Loan Agreement and Statement of Disclosure, dated October 20, 2015 (collectively, the “**198 Loan**”), BCU made loan advances to 198;
12. The 198 Loan is secured by a charge/mortgage in the principal amount of \$2,500,000 (the “**Puccini Mortgage**”), registered in favour of BCU against the Puccini Property on February 27, 2015;
13. Repayment of the Puccini Mortgage is guaranteed by Carlo pursuant to a Guarantor Clause, dated February 26, 2015;
14. The obligations of 198 to BCU are also secured by a General Security Agreement, dated February 17, 2015. On September 20, 2018, BCU registered a financing statement pursuant to the *Personal Property Security Act* (Ontario) against 198 over all collateral classes except “consumer goods”;
15. The Puccini Mortgage and advances of funds under the Line of Credit Mortgage Loan Agreement secured by the Puccini Mortgage pre-date the Mareva Order. More than seven months after the registration of the Puccini Mortgage, the Mareva Order was registered against the Puccini Property on September 29, 2015, notwithstanding that 198, the registered owner of the Puccini Property, is not an original Mareva Defendant nor is it one of the additional Mareva Defendants added by subsequent amendment to the Mareva Order made on March 24, 2016. Prior to the within receivership proceedings, Trade Capital did not notify BCU of its registration of the Mareva Order against the Puccini Property nor did it notify BCU that it took the position that the Puccini Property was frozen by the Mareva Order and there should be no further advance of funds under the Puccini Mortgage;

### **The Cottage Property**

16. The Cottage Property consists of four acres of land and a cottage residence in Egbert, Ontario. At the time the Receiver was appointed, Carlo and Sandra Demaria (“**Sandra**”) were the registered owners of the Cottage Property;
17. BCU holds a charge/mortgage registered on April 28, 2006 against the Cottage Property securing the principal amount of \$317,240 (the “**Cottage Mortgage**”). All funds advanced by BCU under the Cottage Mortgage were fully advanced on or about the date the Cottage Mortgage was registered, which was almost a decade before the Mareva Order was made;
18. On June 18, 2015, the Mareva Order was registered against the Cottage Property;

### **Sale of the Properties**

19. The Receivership Order authorized the Receiver to conduct sales processes and enter into sales agreements in respect of the Properties;
20. Pursuant to an Approval and Vesting Order dated February 27, 2019 (the “**Puccini AVO**”), the Court approved a transaction (the “**Puccini Sale**”) for the sale of Puccini Property pursuant to an Agreement of Purchase and Sale dated February 3, 2019. Paragraph 4 of the Puccini AVO provides that, for the purposes of determining the nature and priority of Claims (as defined in the Puccini AVO), the net proceeds of the Puccini Sale shall stand in the place and stead of the Puccini Property;
21. Pursuant to an Approval and Vesting Order dated March 29, 2019 (the “**Elm AVO**”), the Court approved a transaction (the “**Elm Sale**”) for the sale of the Elm Property pursuant to an Agreement of Purchase and Sale dated February 7, 2019. Paragraph 4 of the Elm AVO provides that, for the purposes of determining the nature and priority of Claims (as defined in the Elm AVO), the net proceeds of the Elm Sale shall stand in the place and stead of the Elm Property;
22. Pursuant to an Approval and Vesting Order dated July 25, 2019 (the “**Cottage AVO**”), the Court approved a transaction (the “**Cottage Sale**”) for the sale of the Cottage Property

pursuant to an Agreement of Purchase and Sale dated June 26, 2019. Paragraph 4 of the Cottage AVO provides that, for the purposes of determining the nature and priority of Claims (as defined in the Cottage AVO), the net proceeds of the Cottage Sale shall stand in the place and stead of the Cottage Property;

23. Each of the Puccini Sale, the Elm Sale and the Cottage Sale has been completed and the Receiver holds the net proceeds of the sales available for distribution as set out in Schedule "A";

**Stay Extension Agreement and Consent Judgments**

24. Pursuant to a Stay Extension Agreement dated November 26, 2019, among BCU, 197, 198, Carlo, Sandra and Vicar Homes Ltd.:
  - (a) 197 and Carlo irrevocably acknowledged and conceded: (i) the validity and enforceability of the Elm Mortgage; (ii) that the Elm Mortgage secures the indebtedness due and owing to BCU; (iii) that the Elm Mortgage is in default and is therefore enforceable; and (iv) that BCU is entitled to judgment against 197 as mortgagor and borrower and against Carlo as guarantor under the Elm Mortgage;
  - (b) 198 and Carlo irrevocably acknowledged and conceded: (i) the validity and enforceability of the Puccini Mortgage; (ii) that the Puccini Mortgage secures the indebtedness due and owing to BCU; (iii) that the Puccini Mortgage is in default and is therefore enforceable; and (iv) that BCU is entitled to judgment against 198 as mortgagor and borrower and against Carlo as guarantor under the Puccini Mortgage;
  - (c) Carlo and Sandra irrevocably acknowledged and conceded: (i) the validity and enforceability of the Cottage Mortgage; (ii) that the Cottage Mortgage secures indebtedness due and owing to BCU; (iii) that the Cottage Mortgage is in default and is therefore enforceable; and (iv) that BCU is entitled to judgment against Carlo and Sandra as mortgagors and borrowers under the Cottage Mortgage; and
  - (d) Sandra executed an irrevocable quit claim, release and direction with respect to



any surplus proceeds of the Cottage Sale to which she may be entitled after payment in full of the Cottage Mortgage and directing payment of her entitlement to BCU (the “**Cottage Direction**”);

25. Pursuant to the Stay Extension Agreement, 197, 198, Carlo and Sandra have executed consents to judgment in respect of their obligations to BCU under the Elm Mortgage, the Puccini Mortgage and the Cottage Mortgage (collectively, the “**Consents to Judgment**”) pursuant to which BCU is now taking out consent judgments against 197, 198 and Carlo and will register Writs of Seizure and Sale in respect thereof;

### **Proposed Distribution**

26. BCU holds first-ranking charges against the net proceeds of the Elm Sale, the Puccini Sale and the Cottage Sale;
27. As at December 7, 2019, the indebtedness owing to BCU was:
  - (a) in respect of the Elm Mortgage, approximately \$2,413,959.87, plus interest and costs which continue to accrue (an amount well in excess of the net proceeds of sale available for distribution);
  - (b) in respect of the Puccini Mortgage, approximately \$2,759,240.52, plus interest and costs which continue to accrue (an amount well in excess of the net proceeds available for distribution); and
  - (c) in respect of the Cottage Mortgage, approximately \$207,393.29, plus interest and costs which continue to accrue;
28. Additionally, in respect of the Cottage Property:
  - (a) pursuant to the Cottage Direction, BCU is entitled to a distribution of any surplus net proceeds from the Cottage Property to which Sandra would be entitled ; and
  - (b) a distribution of any surplus net proceeds from the Cottage Property to which Carlo would be entitled ought to be made to the Sheriff pursuant to the consent

judgments being taken out against Carlo in accordance with the Consents to Judgment and the Writs of Seizure and Sale against Carlo in respect thereof;

29. BCU seeks an Order directing and authorizing the Receiver to make (i) a distribution of the net proceeds of the Elm Property, the Puccini Property and the Cottage Property to BCU, and (ii) to the extent there are any surplus proceeds of the Cottage Property to which Carlo would be entitled such surplus to be distributed to the Sheriff;

**Other Grounds**

30. Rule 37 of the *Rules of Civil Procedure* (Ontario); and
31. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. Affidavits of Oksana Prociuk previously sworn on November 6, 2018, November 20, 2018, November 30, 2018, and to be sworn, and the exhibits attached thereto;
2. The pleadings and proceedings herein; and
3. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

January 10, 2020

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<b>AND TO:</b>	<b>CHAITONS LLP</b> 5000 Yonge Street North York, ON M2N 7E9 <b>George Benchetrit</b> Tel: (416) 218-1141 <a href="mailto:george@chaitons.com">george@chaitons.com</a> <i>Lawyers for KSV Kofman Inc.</i>

<b>AND TO:</b>	<b>BLANEY MCMURTRY LLP</b> 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5  <b>Tim Farrell</b> Tel: (416) 593-3917 Fax: (416) 593-5437 <a href="mailto:tfarrell@blaney.com">tfarrell@blaney.com</a>  <b>Jordan Page</b> Tel: (416) 596-4275 <a href="mailto:jpage@blaney.com">jpage@blaney.com</a>  <i>Lawyers for Chicago Title Insurance Company Canada</i>
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	<b>WITH A COURTESY COPY TO:</b>  <b>BURYCH LAWYERS</b> 204-89 Queensway W. Mississauga, ON L5B 2V2  <b>Walter P. Burych</b> Tel: (905) 896-8600 ext. 223 Fax: (905) 896-9757 <a href="mailto:wpburych@burychlawyers.com">wpburych@burychlawyers.com</a>
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wpburch@burchlawyers.com

## Schedule "A"

87 Elm Grove Avenue, 46 Puccini Drive and 6216 Fifth Line  
**Interim Statement of Receipts and Disbursements**  
 For the period November 13, 2018 to August 15, 2019  
 (CAD\$)

	<u>46 Puccini Dr.</u>	<u>87 Elm Grove Ave.</u>	<u>6216 Fifth Line</u>
<i>Receipts</i>			
Sale proceeds	2,250,000	1,750,000	405,000
Extension fees paid by Purchaser	26,000	-	-
Advances from BCU under Receiver's Borrowings Charge	20,000	45,000	5,000
Rental income	23,453	-	3,850
Interest	3,459	2,869	33
Total Receipts	<u>2,322,912</u>	<u>1,797,869</u>	<u>413,883</u>
<i>Disbursements</i>			
HST remitted to CRA on new residential home (87 Elm Grove only)	-	204,089	-
Real estate commissions (including HST)	108,056	72,744	20,594
Property taxes	18,226	6,199	368
Maintenance and contractor costs	12,985	18,680	3,432
Professional fees (Receiver and legal counsel)	49,870	38,264	22,921
Repayment of receivership advances to BCU (principal and interest)	21,161	45,385	-
HST on disbursements	8,441	7,632	3,682
Other sundry expenses	2,907	2,470	2,558
Total Disbursements	<u>221,646</u>	<u>395,462</u>	<u>53,554</u>
<b>Balance in Receiver's accounts and/or Term Deposits</b>	<u><u>2,101,266</u></u>	<u><u>1,402,407</u></u>	<u><u>360,329</u></u>

Note: This statement has been prepared on a cash basis and excludes accrued obligations (if any).

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION**  
(returnable April 17, 2020)

**DENTONS CANADA LLP**  
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Toronto-Dominion Centre  
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*Lawyers for Buduchnist Credit Union Limited*



# Tab 2

.Court File No. CV-18-00608356-00CL

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

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. And  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**SECOND SUPPLEMENTARY AFFIDAVIT  
OF OKSANA PROCIUK  
(Sworn February 20, 2020)**

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

1. I am the President and Chief Executive Officer at Buduchnist Credit Union Limited (“**BCU**”), the Applicant in this proceeding. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.
2. This Affidavit is sworn in support of the within application and the motion scheduled for April 17, 2020, for an Order:
  - (a) directing and authorizing KSV Kofman Inc. (“**KSV**”), in its capacity as Receiver of the Properties (as defined below), to make the following distributions:

- (i) a distribution of the net sale proceeds generated from the closing of the court-approved sale transaction in respect of the real property municipally known as 87 Elm Grove Avenue, Richmond Hill, Ontario (the “**Elm Property**”) to BCU;
  - (ii) a distribution of the net proceeds generated from the collection of rent and closing of the court-approved sale transaction in respect of the real property municipally known as 46 Puccini Drive, Richmond Hill, Ontario (the “**Puccini Property**”) to BCU;
  - (iii) a distribution of the net proceeds generated from the collection of rent and closing of the court-approved sale transaction in respect of the real property municipally known as 6216 Fifth Line, Egbert, Ontario (the “**Cottage Property**”, and collectively with the Elm Property and the Puccini Property, the “**Properties**”) to BCU and in the event there are any surplus net proceeds to which Carlo Demaria (“**Carlo**”) would be entitled then a distribution of such surplus to the Sheriff pursuant to BCU’s consent judgments against Carlo and the Writs of Seizure and Sale in respect thereof;
- (b) quantifying BCU’s costs in respect of the receivership of the Cottage Property pursuant to the terms of the Third Amended and Restated Receivership Order dated February 22, 2019 in order to determine the total amount owing to BCU that is distributable to it from the net proceeds of the Cottage Property;

- (c) quantifying BCU's costs in respect of the receivership of the Elm Property, the Puccini Property and the Woodland Property pursuant to the terms of the Interim Receivership Order in respect of the Puccini Property, the Receivership Order in respect of the Elm Property, the First Amended and Restated Receivership Order in respect of the Puccini Property, and the Third Amended and Restated Receivership Order in respect of the receivership of the Woodland Property; and
- (d) costs of this motion on a full indemnity basis in accordance with the terms of BCU's security.

3. This affidavit is supplementary to my initial affidavit in support of the within application sworn on November 6, 2018 ("**Initial Affidavit**"), my responding affidavit sworn November 20, 2018 ("**Responding Affidavit**") and my supplementary affidavit sworn November 30, 2018 ("**Supplementary Affidavit**"). Except as otherwise noted herein, I adopt by reference the information and statements in my earlier Affidavits.

#### **DESCRIPTION OF THE PARTIES**

4. 2321197 Ontario Inc. ("**197**") and 2321198 Ontario ("**198**") are corporations incorporated pursuant to the laws of the Province of Ontario. The registered office addresses of 197 and 198 are located at 211 Woodland Acres Crescent, Vaughan, Ontario, L6A 1G1 (the "**Woodland Property**"). Copies of the corporate profile reports, dated October 26, 2018, for each of 197 and 198 are attached to my Initial Affidavit, respectively, as Exhibits "A" and "B".

5. According to the corporate profile reports, Carlo is the sole director and officer of each of 197 and 198.

6. Carlo and Sandra Demaria (“**Sandra**”) are individuals and the registered owners of the Woodland Property and the Cottage Property.

7. Vicar Homes Ltd. (“**Vicar Homes**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Carlo is a director and officer of Vicar Homes.

8. Trade Capital Finance Corp. (“**Trade Capital**”) is a corporation incorporated pursuant to the laws of the Province of Ontario which carries on business purchasing accounts receivable.

9. BCU is the largest Ukrainian credit union in Canada and advanced loans secured by mortgages on the Properties. These loans and the mortgages securing them are in default.

#### **THE RECEIVERSHIP PROCEEDINGS**

10. Pursuant to orders of the Court made on November 13, 2018, on application made by BCU, KSV was appointed as Receiver of the Elm Property (the “**Elm Receivership Order**”) and as interim receiver of the Puccini Property (the “**Puccini Interim Receivership Order**”).

11. On December 4, 2018, the Elm Receivership Order was amended and restated to convert the interim receivership of the Puccini Property to a receivership (the “**Amended Receivership Order**”).

12. On January 17, 2019, the Amended Receivership Order was further amended and restated to include the Cottage Property and the Woodland Property (the “**Second Amended Receivership Order**”). In this Affidavit I refer to the Elm Receivership Order, the Puccini Interim Receivership Order, the Amended Receivership Order and the Second Amended Receivership Order collectively as the “**Receivership Order**”.

13. Pursuant to the Endorsement of the Honourable Mr. Justice Penny dated February 22, 2019, the Receivership Order was further amended regarding the issue of costs in relation to the Cottage Property and the Woodland Property. I understand that the form of this order has not been settled. I am informed by counsel for BCU that a copy of the current draft of the “Third Amended and Restated Order” proposed by BCU’s counsel following the Endorsement of the Honourable Mr. Justice Penny dated January 15, 2020, and approved by counsel for Carlo, 197, 198 and Vicar, is attached hereto as **Exhibit “A”**. I am further informed by counsel for BCU that counsel for Trade Capital takes issue with the costs paragraphs (28 and 29) in this proposed draft.

14. As discussed further below, the Receiver has sold the Elm Property, the Puccini Property and the Cottage Property, and prior to sale realized rental monies from the Puccini Property and the Cottage Property. The Receiver has net proceeds available for distribution as set out in its Interim Statement of Receipts and Disbursements attached hereto as **Exhibit “B”**, to which BCU claims entitlement.

## **DESCRIPTION OF THE PROPERTIES**

### **The Elm Property**

15. The Elm Property is comprised of land and a new vacant residential home the construction of which was not completed. At the time the Receiver was appointed, 197 was the registered owner of the Elm Property. A copy of the title abstract for the Elm Property, dated November 2, 2018, is attached to my Initial Affidavit as Exhibit “I”.

16. Pursuant to the Commitment Letter, dated January 29, 2016, and the Line of Credit Loan Agreement, dated January 29, 2016 (together, the “**197 Loan Agreements**”), BCU advanced a

demand loan to 197 in the principal amount of \$2,200,000 (the “**197 Loan**”). Copies of the 197 Loan Agreements are attached to my Initial Affidavit as Exhibit “E”.

17. Repayment of the 197 Loan is guaranteed by Carlo pursuant to a Guarantee and Postponement of Claim, dated January 29, 2016.

18. The 197 Loan is secured by a charge/mortgage in the principal amount of \$2,200,000, registered in favour of BCU against the Elm Property as instrument number YR2427027 on February 5, 2016 (the “**Elm Mortgage**”). A copy of the Elm Mortgage is attached to my Initial Affidavit as Exhibit “H”.

### **The Puccini Property**

19. The Puccini Property is a residential property. At the time the Receiver was appointed, 198 was the registered owner of the Puccini Property. A copy of the title abstract for the Puccini Property, dated November 2, 2018, is attached to my Initial Affidavit as Exhibit “O”.

20. Pursuant to the Line of Credit Mortgage Loan Agreement and Statement of Disclosure, dated February 17, 2015, the Mortgage Loan Offer, dated February 17, 2015, and the Line of Credit Mortgage Loan Agreement and Statement of Disclosure, dated October 20, 2015 (collectively, the “**198 Loan Agreement**”), BCU made loan advances to 198 (the “**198 Loan**”). Copies of the 198 Loan Agreement are attached to my Initial Affidavit as Exhibit “M”.

21. The 198 Loan is secured by a charge/mortgage in the principal amount of \$2,500,000 registered in favour of BCU against the Puccini Property as instrument number YR2260847 on February 27, 2015 (the “**Puccini Mortgage**”). A copy of the Puccini Mortgage is attached to my Initial Affidavit as Exhibit “N” but for convenience I also attach a copy hereto as **Exhibit “C”**.

22. Repayment of the Puccini Mortgage is guaranteed by Carlo pursuant to a Guarantor Clause, dated February 26, 2015.

23. The obligations of 198 to BCU are also secured by a General Security Agreement, dated February 17, 2015. On September 20, 2018, BCU registered a financing statement pursuant to the *Personal Property Security Act* (Ontario) (“**PPSA**”) against 198 over all collateral classes except “consumer goods”. A copy of the PPSA search against 198 dated October 30, 2018 is attached to my Initial Affidavit as Exhibit “R”.

### **The Cottage Property**

24. The Cottage Property consists of four acres of land and a cottage residence in Egbert, Ontario. At the time the Receiver was appointed, Carlo and Sandra were the registered owners of the Cottage Property. A copy of the title abstract for the Cottage Property, dated November 30, 2018, is attached to my Supplementary Affidavit as Exhibit “D”.

25. BCU is the assignee of a charge/mortgage registered on April 28, 2006 against the Cottage Property as instrument SC734513 securing the principal amount of \$317,240 (the “**Cottage Mortgage**”). The charge was assigned to BCU by Transfer of Charge registered on May 12, 2009 as instrument SC73413. A copy of the Cottage Mortgage and Transfer of Charge are attached to my Supplementary Affidavit as Exhibits “B” and “C” respectively.

### **Sale of the Properties**

26. The Receivership Order authorized the Receiver to conduct sales processes and enter into sales agreements in respect of the Properties.



27. Pursuant to an Approval and Vesting Order dated February 27, 2019 (the “**Puccini AVO**”), the Court approved a transaction (the “**Puccini Sale**”) for the sale of Puccini Property pursuant to an Agreement of Purchase and Sale dated February 3, 2019. Paragraph 4 of the Puccini AVO provides that, for the purposes of determining the nature and priority of Claims (as defined in the Puccini AVO), the net proceeds of the Puccini Sale shall stand in the place and stead of the Puccini Property.

28. Pursuant to an Approval and Vesting Order dated March 29, 2019 (the “**Elm AVO**”), the Court approved a transaction (the “**Elm Sale**”) for the sale of the Elm Property pursuant to an Agreement of Purchase and Sale dated February 7, 2019. Paragraph 4 of the Elm AVO provides that, for the purposes of determining the nature and priority of Claims (as defined in the Elm AVO), the net proceeds of the Elm Sale shall stand in the place and stead of the Elm Property.

29. Pursuant to an Approval and Vesting Order dated July 25, 2019 (the “**Cottage AVO**”), the Court approved a transaction (the “**Cottage Sale**”) for the sale of the Cottage Property pursuant to an Agreement of Purchase and Sale dated June 26, 2019. Paragraph 4 of the Cottage AVO provides that, for the purposes of determining the nature and priority of Claims (as defined in the Cottage AVO), the net proceeds of the Cottage Sale shall stand in the place and stead of the Cottage Property.

30. Each of the Puccini Sale, the Elm Sale and the Cottage Sale has been completed and the Receiver holds the net proceeds of the sales together with rental revenue from the Puccini Property and Cottage Property available for distribution (the “**Sales Proceeds**”).

## WOODLAND STAY EXTENSION AGREEMENT AND CONSENT JUDGMENTS

31. As noted above, the Woodland Property is also subject to the Receivership Order. The receivership of the Woodland Property was temporarily stayed by the Second Amended Receivership Order, on the consent of BCU the stay was subsequently extended by the Court on terms pending argument in August 2019 of cross motions in Trade Capital's Mareva Action (as defined below), and after the disposition of the cross motions in the Mareva Action BCU has agreed to further extend the stay of the Receivership Order against the Woodland Property until October 31, 2020 on strict terms. The current terms of the stay are set out in an agreement dated November 26, 2019, among BCU, 197, 198, Carlo, Sandra and Vicar Homes (the "**Stay Extension Agreement**"). A copy of the Stay Extension Agreement is attached hereto and marked as **Exhibit "D"**.

32. Pursuant to the Stay Extension Agreement:

- (a) 197 and Carlo irrevocably acknowledged and conceded: (i) the validity and enforceability of the Elm Mortgage; (ii) that the Elm Mortgage secures the indebtedness due and owing to BCU; (iii) that the Elm Mortgage is in default and is therefore enforceable; and (iv) that BCU is entitled to judgment against 197 as mortgagor and borrower and against Carlo as guarantor under the Elm Mortgage;
- (b) 198 and Carlo irrevocably acknowledged and conceded: (i) the validity and enforceability of the Puccini Mortgage; (ii) that the Puccini Mortgage secures the indebtedness due and owing to BCU; (iii) that the Puccini Mortgage is in default and is therefore enforceable; and (iv) that BCU is entitled to judgment against 198

as mortgagor and borrower and against Carlo as guarantor under the Puccini Mortgage;

- (c) Carlo and Sandra irrevocably acknowledged and conceded: (i) the validity and enforceability of the Cottage Mortgage; (ii) that the Cottage Mortgage secures indebtedness due and owing to BCU; (iii) that the Cottage Mortgage is in default and is therefore enforceable; and (iv) that BCU is entitled to judgment against Carlo and Sandra as mortgagors and borrowers under the Cottage Mortgage; and
- (d) Sandra executed an irrevocable quit claim, release and direction with respect to any surplus proceeds of the Cottage Sale to which she may be entitled after payment in full of the Cottage Mortgage and directing payment of her entitlement to BCU (the “**Cottage Direction**”). A copy of the Cottage Direction is attached hereto as **Exhibit “E”**.

33. Also pursuant to the Stay Extension Agreement, 197, 198, Carlo and Sandra have executed consents to judgment in respect of their obligations to BCU under the Elm Mortgage, the Puccini Mortgage and the Cottage Mortgage (collectively, the “**Consents to Judgment**”) pursuant to which BCU will be taking out consent judgments in accordance with the terms of the Stay Extension Agreement and will register Writs of Seizure and Sale in respect thereof. Copies of the Consents to Judgment are attached hereto as **Exhibit “F”**. The Stay Extension Agreement is currently in default in consequence of the failure to make the monthly payment of \$21,000 that was due on February 1, 2020.

34. By virtue of the Stay Extension Agreement, 197, 198, Carlo, Sandra and Vicar Homes do not dispute BCU's entitlement to the Sales Proceeds. As described below, the sole opposition comes from Trade Capital.

### **THE MAREVA ORDER**

35. On May 6, 2015, the Ontario Superior Court of Justice issued an order (the "**Mareva Order**") in the proceeding of *Trade Capital Finance Corp. v. Peter Cook et al.*, bearing Brampton Court File No. CV-15-2110-00 (the "**Mareva Action**"). A copy of the Mareva Order is attached as Exhibit "B" to the affidavit of Grace Ketwaru sworn January 24, 2020 (the "**Ketwaru Affidavit**"), filed by Trade Capital in response to this motion, and is also included in Exhibit "G" to my affidavit referred to below.

36. Trade Capital is the plaintiff in the Mareva Action. As I understand its position in response to this motion, Trade Capital objects to a distribution to BCU from the Sales Proceeds on the grounds that:

- (a) the Elm Mortgage and BCU's advances thereunder post-date the Mareva Order, and although the Puccini Mortgage pre-dates the Mareva Order, some of BCU's advances under the Puccini Mortgage post-date the Mareva Order; and
- (b) Trade Capital's contention that the Mareva Order is applicable to the Elm Property and the Puccini Property and that BCU's conduct in taking the Elm Mortgage and making advances under the Elm Mortgage and the Puccini Mortgage after the Mareva Order disentitles BCU to some or all of the Sales Proceeds.

37. I categorically deny that BCU at any time intentionally failed to comply with the Mareva Order.

38. BCU first received notice of the Mareva Order on May 6, 2015, when Trade Capital's lawyer, Michael McWilliams of Loopstra Nixon LLP, sent a copy of it to me by email together with a cover letter.

39. On February 3, 2016, Mr. McWilliams sent another letter demanding that BCU freeze the accounts of Cash House Armoured Transport and Services and 2454904 Ontario Inc. ("245") pursuant to the Mareva Order. A copy of Mr. McWilliams letter dated February 3, 2016, which also enclosed a copy of his letter and the Mareva Order both dated May 6, 2015, is attached hereto as **Exhibit "G"**.

40. Upon receipt and review of Mr. McWilliams's above noted letters and the Mareva Order, I ensured that the accounts of the Mareva Defendants (as defined in the Mareva Order) and all accounts specified in the Mareva Order at BCU were promptly frozen. With respect to the accounts of 245, BCU took the precautionary step of complying with the freeze request in Mr. McWilliams's February 3, 2016 letter even though these accounts did not become formally added to the Mareva Order until March 24, 2016 when 245 was added as a Mareva Defendant by order of the Court made on that date.

### **197 and the Elm Property**

41. I understand that Trade Capital takes issue with the funds that BCU advanced to 197 pursuant to the 197 Loan Agreement and secured by the Elm Mortgage. As noted above, at all

relevant times, 197 was the registered owner of the Elm Property and BCU had no actual notice of any other ownership interests in the Elm Property.

42. 197 is not an original Mareva Defendant nor is it one of the additional Mareva Defendants added by subsequent amendment to the Mareva Order made on March 24, 2016, a copy of which Order is attached hereto as **Exhibit “H”**.

43. Mr. McWilliams did not mention 197 in his above-noted letters to me dated May 6, 2015 and February 3, 2016, nor in his subsequent letters to me regarding further variations to the Mareva Order dated March 24, 2016, April 1, 2016 and April 11, 2016, respectively. Copies of these three letters are attached hereto as **Exhibit “I”**. I will refer to the five letters from Mr. McWilliams (dated May 6, 2015 and February 3, 2016, March 24, 2016, April 1, 2016 and April 11, 2016) collectively as the **“McWilliams Correspondence”**.

44. In fact, prior to the within receivership proceedings, Trade Capital never notified BCU that it took the position that 197 was subject to the Mareva Order or that the Elm Property was frozen by the Mareva Order, notwithstanding that Trade Capital was aware of the Elm Property well before these receivership proceedings and well prior to the registration of the Elm Mortgage.

45. For example, at paragraph 40 of Carlo’s affidavit sworn May 15, 2015 in response to the Mareva Order made 9 days earlier, he disclosed a list of his assets which included his shares in 197 and 198 and specifically referenced the Puccini Property and the Elm Property (albeit misspelled as “87 Elmgrove Drive”) as assets of those corporations (albeit inverting the match up of the properties with the corporations). A copy of Carlo’s May 15, 2015 affidavit is attached as Exhibit “G” to the Ketwaru Affidavit. Attached as **Exhibit “J”** to my affidavit is the relevant asset disclosure excerpt from Carlo’s affidavit sworn May 15, 2015, being paragraphs 40 and 41.

46. Additionally, Trade Capital's counsel cross-examined Carlo under oath on November 25, 2015 on his affidavits sworn May 15, 2015 and May 22, 2015 (a copy of which is attached as Exhibit "H" to the Ketwaru Affidavit), still more than two months before the Elm Mortgage was registered. A copy of the transcript of Carlo's cross-examination is attached as Exhibit "I" to the Ketwaru Affidavit.

47. As is demonstrated by the following exchange at pages 55-58 of the transcript, Trade Capital was fully aware of 197 and the Elm Property and had such information confirmed under oath by Carlo:

249. Q. Now, the next document I'm going to show you is the corporation report for 2321197 Ontario Inc. Once again, you appear to be the sole officer and director of that corporation. Could you please confirm that for me?

A. Yes, I am.

[...]

251. Q. According to your affidavit, which...according to your corrected affidavit, as you now understand it, 2321197 owns 87 Elm Grove Drive. Is that correct?

A. Yes.

[...]

268. Q. Okay. Now, are you the sole shareholder of 2321197 Ontario Inc.?

A. Yes, I am.

48. In fact, Trade Capital's counsel went on to produce a copy of the title abstract and marked it as Exhibit 38 to Carlo's cross-examination (see page 91 of the transcript):

465. Q. I think actually here I have the...I think we discussed this at 87 Elm Grove. So this is 87 Elm Grove. Can you just confirm that this is the parcel registry for 87 Elm Grove Drive, please?

A. Yes, it is.

466. [Mr. Carey]: That's Exhibit 38.

Exhibit No. 38: Parcel registry for 87 Elm Grove Drive

49. Despite this clear and unequivocal knowledge, Trade Capital did not register the Mareva Order against the Elm Property at any time and did not seek to make 197 a Mareva Defendant or to otherwise amend the Mareva Order to specify that it applied to the Elm Property .

50. I deny that BCU engaged in any intentional non-compliance with the Mareva Order in taking the Elm Mortgage and advancing funds under the Elm Mortgage. To the contrary, in entering into the 197 Loan Agreement, registering the Elm Mortgage and advancing funds thereunder, BCU acted in good faith and without knowledge of Trade Capital's current disputed position regarding the applicability of the Mareva Order.

**198 and the Puccini Property**

51. I understand that Trade Capital also takes issue with the funds that BCU advanced to 198 pursuant to the 198 Loan Agreement and Puccini Mortgage after BCU was given notice of the Mareva Order.

52. At all relevant times, 198 was the registered owner of the Puccini Property and BCU had no actual notice of any other ownership interests in the Puccini Property. BCU entered into the 198 Loan Agreement on February 17, 2015 and registered the Puccini Mortgage on February 27, 2015, all of which preceded the Mareva Order by over two months.

53. On September 29, 2015, being more than seven months after the registration of the Puccini Mortgage, Trade Capital registered the Mareva Order against the Puccini Property. 198 is not an



original Mareva Defendant nor is it one of the additional Mareva Defendants added by subsequent amendment to the Mareva Order made on March 24, 2016.

54. I note that the Puccini Mortgage is a collateral mortgage and it is clear from the registered instrument that it secures a line of credit. Indeed, the Line of Credit Mortgage Agreement, Statement of Mortgage and Line of Credit Mortgage Schedule are each attached as schedules to the registered Puccini Mortgage (as is evident from Exhibit C to my affidavit). These schedules, which were readily accessible to Trade Capital at the time it registered the Mareva Order against the Puccini Property, disclose the nature of the 198 Loan Agreement and that future advances were contemplated under the 198 Loan Agreement secured by the collateral Puccini Mortgage.

55. Despite this, Trade Capital did not give BCU notice of the Mareva Order registration against the Puccini Property prior to the within receivership proceedings and did not notify BCU, in the McWilliams Correspondence or otherwise, that it took the position that the Puccini Property was frozen by the Mareva Order and that subsequent advances under the 198 Loan Agreement were not secured by the Puccini Mortgage.

56. In total, BCU advanced under the 198 Loan Agreement \$1,047,552.15 before it was given notice of the Mareva Order and \$1,450,000 after it was given such notice. When BCU made its post Mareva Order advances, it did so in reliance on the security of the Puccini Mortgage at a time when BCU had no knowledge that the Mareva Order was registered against the Puccini Property or that Trade Capital took the position that the Mareva Order was applicable to the Puccini Property.

57. I deny that BCU engaged in any intentional non-compliance with the Mareva Order in respect of the post Mareva Order advances it made under the 198 Loan Agreement secured by the collateral Puccini Mortgage. To the contrary, in entering into the 198 Loan Agreement, registering

the Puccini Mortgage and advancing funds thereunder, BCU acted in good faith and without knowledge of Trade Capital's registration of the Mareva Order against the Puccini Property and without knowledge of Trade Capital's current disputed position regarding the applicability of the Mareva Order.

**Carlo, Sandra and the Cottage Property**

58. Trade Capital's position as it relates to the Cottage Mortgage is unclear to me. At all relevant times, Carlo and Sandra owned the Cottage Property. The Cottage Mortgage was registered on April 28, 2006 and BCU advanced funds and took an assignment of the Cottage Mortgage registered on May 12, 2009, many years before the Mareva Order. Trade Capital registered the Mareva Order against the Cottage Property on June 18, 2015, being nearly a decade after Cottage Mortgage was registered and more than six years after BCU advanced funds and took an assignment of the Cottage Mortgage by means of a registered Transfer of Charge.

59. BCU has not made any advances under the Cottage Mortgage since the Mareva Order was made. The sole issue of contention concerning the Cottage Mortgage, as I understand it, relates to an internal administrative error at BCU in relation to monthly Cottage Mortgage payments which has since been fully rectified.

60. By way of background on this error, Carlo's accounts at BCU are under a single membership number, which includes a sub-account in respect of the Cottage Mortgage. Pre-Mareva Order payments in respect of the Cottage Mortgage came from Carlo's primary account and were credited to the Cottage Mortgage sub-account. Upon receiving notice of the Mareva Order, BCU froze all accounts under Carlo's membership number, including the Cottage Mortgage sub-account.

61. After Carlo's accounts were frozen, Sandra began directing funds from her account to cover the monthly Cottage Mortgage payments. However, given that the Cottage Mortgage sub-account was frozen, in order to credit monthly payments to the Cottage Mortgage sub-account, BCU was required to: (i) temporarily "unfreeze" Carlo's primary account and all sub-accounts; (ii) make the payment from Sandra's account; (iii) credit the Cottage Mortgage sub-account and (iv) then "re-freeze" Carlo's accounts.

62. In or about August 2016, a staff member at BCU carrying out the above protocol failed to re-freeze Carlo's account, resulting in the recommencement of automatic monthly debits from Carlo's account to cover payments in respect of the Cottage Mortgage and the first mortgage registered against the Woodland Property (the "**Woodland First Mortgage**"). In total, between August 2016 and July 2017, \$82,350 was in error withdrawn from Carlo's account to make the monthly payments due on the Cottage Mortgage and the Woodland First Mortgage, with the corresponding amounts accumulating in Sandra's account. A copy of a transaction history printout for Carlo's account covering the period between May 1, 2015 and August 7, 2017 is attached hereto as **Exhibit "K"**. This printout shows that the Mareva Order freeze was successfully implemented for the period May 6, 2015 through to August 6, 2016, and thereafter the freeze on the account was through error not in place for the period August 7, 2016 through to August 7, 2017 during which period the funds in the account were fully utilized to make the monthly Cottage Mortgage and Woodland First Mortgage payments.

63. BCU has since identified and corrected this error, restored all withdrawn Cottage Mortgage payment amounts and Woodland First Mortgage payment amounts withdrawn during the period August, 2016 to August, 2017 to Carlo's account and re-implemented the freeze on Carlo's account in accordance with the Mareva Order. In particular, BCU credited Carlo's account in the

amount \$82,350, being the sum of \$22,350 withdrawn in respect of the Cottage Mortgage payments and \$60,000 withdrawn in respect of the Woodland First Mortgage payments. A copy of a transaction history printout summary page reflecting the restored balance of \$82,350 in Carlo's chequing account, sub: 1 as at February 20, 2020 is attached hereto and marked as **Exhibit "L"**.

#### **REQUESTED DISTRIBUTION ORDER**

64. BCU seeks an Order directing and authorizing the Receiver to make (i) a distribution to BCU of the entire net proceeds of each of the Elm Property and the Puccini Property (which are less than the amounts owing to BCU under the Elm Mortgage and Puccini Mortgage) and the net proceeds of the Cottage Property to the extent of the full amount owing to BCU under the Cottage Mortgage (inclusive of BCU's enforcement costs to be quantified) and also any surplus proceeds that Sandra would be entitled to as joint owner which she has irrevocably assigned and directed to BCU, and (ii) to the extent there are any surplus proceeds of the Cottage Property to which Carlo would be entitled as a joint owner, such surplus to be distributed to the Sheriff for distribution to execution creditors.

65. As at February 1, 2020, the indebtedness owing to BCU was:

- (a) in respect of the Elm Mortgage, \$2,437,008.39, plus enforcement costs awarded but not yet quantified (an amount well in excess of the net proceeds of sale available for distribution);
- (b) in respect of the Puccini Mortgage, \$2,787,893.95, plus enforcement costs awarded but not yet quantified (an amount well in excess of the net proceeds available for distribution); and

(c) in respect of the Cottage Mortgage, \$209,175.12 (being \$206,374.49 plus accrued interest of \$2,800.63 from August 20, 2019 to February 1, 2020), plus enforcement costs awarded but not yet quantified.

Interest and costs continue to accrue until BCU is repaid.

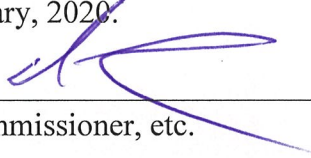
66. The following chart summarizes the amounts owing to BCU as at February 1, 2020 under the Elm Mortgage, the Puccini Mortgage and the Cottage Mortgage and the amounts available for distribution from each of the of the Puccini Sale, the Elm Sale and the Cottage Sale:

<b>Property</b>	<b>Balancing Owing (as at February 1, 2020, before costs)</b>	<b>Net Sale Proceeds Available for Distribution (as at August 15, 2019)</b>	<b>Difference</b>
Elm Property	\$2,437,008.39	\$1,402,407	(\$1,034,601.39)
Puccini Property	\$2,787,893.95	\$2,101,266	(\$686,627.95)
Cottage Property	\$209,175.12	\$360,329	\$151,153.88
<b>Total</b>	<b>\$5,434,077.30</b>	<b>\$3,864,002</b>	<b>(\$1,570,075.30)</b>

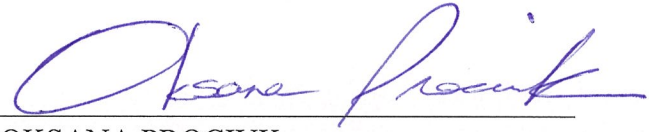
67. Attached hereto, respectively, as **Exhibit “M”**, **Exhibit “N”** and **Exhibit “O”** are copies of the transaction history printouts in respect of the Elm Mortgage, the Puccini Mortgage and the Cottage Mortgage (designated in the printout as 1<sup>st</sup> Mortgage Retail, Sub: 2).

68. I make this affidavit in support of BCU's distribution motion in respect of the net proceeds of the Elm Property, the Puccini Property and the Cottage Property.

SWORN before me in the City of Toronto,  
in the Province of Ontario, this 20th day of  
February, 2020.



\_\_\_\_\_  
A Commissioner, etc.



\_\_\_\_\_  
OKSANA PROCIUK

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

**Tab A**

THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



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A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.



Court File No. CV-18-00608356-00CL

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

THE HONOURABLE MR.	)	FRIDAY, THE 22nd
	)	
JUSTICE PENNY	)	DAY OF FEBRUARY, 2019

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**THIRD AMENDED AND RESTATED ORDER  
(appointing Receiver)**

**THIS APPLICATION** made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Kofman Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of the Real Properties (defined below), was heard on January 16, 2019 at 330 University Avenue, Toronto, Ontario, with judgment having been reserved to January 17, 2019 for written reasons, followed by written submissions as to costs and a written endorsement released on February 22, 2019 and a further written endorsement released on January 15, 2020.

**ON READING** the Affidavit of Oksana Prociuk, sworn November 6, 2018, the Responding Affidavit of Oksana Prociuk, sworn November 20, 2018, the Supplementary Affidavit of Oksana Prociuk, sworn November 30, 2018, the Affidavit of Carlo Demaria, sworn November 11, 2018, and the Affidavit of Darcy Thompson, sworn November 12, 2018, the Factum, dated November 30, 2018, and authorities of the Applicant, the Factum and Book of Authorities of the Respondents, 2321997 Ontario Inc., Carlo Demaria, 2321198 Ontario Inc. and Vicar Homes Ltd., dated January 14, 2019, Transcript of the examination under Rule 39.03 of Nestor Wolicki, taken December 17, 2018, and exhibit thereon, Transcripts of the examination under Rule 39.03 of Roma Bereza, taken on December 17, 2018 and January 10 and 11, 2019, and exhibits thereon, Transcript of the cross-examination of Carlo Demaria, taken on November 30, 2018, and answers to undertakings and exhibits thereon, Transcript of the cross-examination of Oksana Prociuk, taken on December 17, 2018, and answers to undertakings and exhibits thereon, the Applicant's Response to Request to Inspect Documents, dated December 11, 2018, and on hearing the submissions of counsel for the Applicant, Carlo Demaria, 2321197 Ontario Inc., 2321198 Ontario Inc., Vicar Homes Ltd., and Trade Capital Finance Corporation, no one appearing for Sandra Demaria although validly served as evidenced by the affidavits of service of Chris O'Rourke, sworn November 8, 2018, Rupert Mathias, sworn December 4, 2018 and Amanda Campbell, sworn December 3, 2018, filed, and on being advised by counsel that KSV consents to act as the Receiver,

## **SERVICE**

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

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of the real properties described in Schedule "A" hereto (the "**Real Properties**" and each a "**Real Property**"), including all rents arising therefrom and proceeds thereof (collectively, the "**Property**").

### RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts, rents and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (d) to receive and collect all monies, rent and accounts now owed or hereafter owing to the Respondents in respect of or relating to the Real Properties and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;
- (e) to execute, assign, issue and endorse documents of whatever nature in respect of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;

- (f) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Real Properties or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (g) to market any or all of the Real Properties, including advertising and soliciting offers in respect of the Real Properties or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (h) to sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court and in such case, notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (i) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (j) to, without any further Court approval, on the condition that it is determined to be desirable by the Receiver, in its discretion, (i) sell and convey the real property municipally known as 87 Elm Grove, Richmond Hill, Ontario (the “**Elm Property**”) pursuant to the Agreement of Purchase and Sale, accepted May 19, 2017, between Vicar Homes Ltd. and Sylvia Conforti, as amended, subject to monetary adjustments and such amendments as the Receiver may deem appropriate, or (b) negotiate and enter into a new agreement for the sale of the Elm Property, on terms acceptable to the Receiver, and sell and convey the Elm Property to Sylvia Conforti pursuant to such sale agreement;

- (k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Property against title to the Real Properties;
- (m) to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondents; and
- (n) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Respondents, and without interference from any other Person.

**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Respondents, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all access codes and keys to the Real Properties to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, manuals, warranties, securities, contracts, orders, and any other papers, records and information of any kind relating to the Real Properties (the foregoing,

collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

**NO PROCEEDINGS AGAINST THE RECEIVER**

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE PROPERTY**

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Property are hereby stayed and suspended pending further Order of this Court. This provision is without

prejudice to Trade Capital Finance Corporation commencing and continuing an application for the appointment of a receiver in respect of, among other things, the Real Properties.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. **THIS COURT ORDERS** that all rights and remedies against the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **RECEIVER TO HOLD FUNDS**

10. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Real Properties and the collection of any rents or accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

11. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or

relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

12. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

13. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

14. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.



15. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

16. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The Real Property identified in each Receiver's Certificate (defined below), including all rents arising therefrom and proceeds thereof, shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

17. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

18. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

19. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

### **ONTARIO NEW HOME WARRANTIES PLAN ACT**

20. **THIS COURT DECLARES** that the Court is making no determination as whether or not the Receiver is a “vendor” as defined in, and for the purposes of, the *Ontario New Home Warranties Plan Act*.

### **STAY OF ENFORCEMENT OVER WOODLAND PROPERTY**

21. **THIS COURT ORDERS** that enforcement of this Order in respect of the Real Property municipally known as 211 Woodland Acres Crescent, Vaughan, Ontario (the “**Woodland Property**”), is stayed for 60 days from the date of this Order, or the disposition of the motion to be brought by Carlo Demaria seeking to set aside the Mareva injunction imposed pursuant to the Order of the Honourable Justice Ricchetti, dated May 6, 2015, issued in proceedings titled *Trade Capital Finance Corp. v. Peter Cook et al.*, bearing Brampton Court File No. CV-15-2110-00, whichever comes first. The stay ordered herein is subject to the following terms:

- (a) Carlo Demaria shall provide the Receiver, monthly, with evidence that the following payments are current on the Woodland Property:
  - (i) heat;
  - (ii) hydro
  - (iii) property taxes; and
  - (iv) property insurance;
- (b) upon the expiry of the 60 day stay period, or the disposition of the motion to set aside the Mareva injunction (or sooner if necessary), the parties shall schedule a 9:30 a.m. appointment to report on the status of the matter and the proposed next steps which are to be taken.

## **SERVICE AND NOTICE**

22. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol.

23. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents’ creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

24. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents.

26. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully

requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. **THIS COURT ORDERS** that, with respect to the Elm Property and the real property municipally known as 46 Puccini Drive, Richmond Hill, Ontario (the “**Puccini Property**”), the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant’s security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the sale of the Elm Property and the Puccini Property with such priority and at such time as this Court may determine.

29. **THIS COURT ORDERS** that, with respect to the Woodland Property and the real property municipally known as 6216 Fifth Line, Egbert, Ontario (the “**Cottage Property**”), the Applicant shall have a *prima facie* right to its costs of this Application to be paid by the Receiver from the sale of the Woodland Property and the Cottage Property with such priority and at such time as this Court may determine. The final determination of the costs of this Application shall be at the distribution phase of the receivership with the exception that the Applicant shall bear its own costs for the motion to add Trade Capital Finance Corp. as a party to this Application.

30. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

31. **THIS COURT ORDERS** that this Order takes precedence over the Order of the Honourable Justice Wilton Siegel, dated November 13, 2018 (the “**IR Order**”), appointing KSV as interim receiver (the “**Interim Receiver**”) of the real property municipally known as 46 Puccini Drive, Richmond Hill, Ontario, and the Interim Receiver shall take no further steps to carry out its powers and duties set forth in the IR Order, save and except for bringing a motion before this Honourable Court for discharge.

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**SCHEDULE "A"**

**REAL PROPERTIES**

1.     **PIN:**            **03199-0011 (LT)**  
  
Property Description:    PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill  
  
Address:                 87 Elm Grove Avenue  
                              Richmond Hill, ON L4E 2W8
  
2.     **PIN:**            **03206-3618 (LT)**  
  
Property Description:    PT LOT 26, PLAN M807, PT1, 65R34410,; Town of Richmond Hill  
  
Address:                 46 Puccini Drive  
                              Richmond Hill, ON L4E 2Y6
  
3.     **PIN:**            **03342-0025 (LT)**  
  
Property Description:    PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan  
  
Address:                 211 Woodland Acres Crescent  
                              Vaughan, ON L6A 1G1
  
4.     **PIN:**            **58120-0162 (LT)**  
  
Property Description:    PT E 1/2 LT 10 CON 4 ESSA TWP PT 4 RD1027; ESSA  
  
Address:                 6216 Fifth Line RR#1  
                              Egbert ON L0L 1N0

**SCHEDULE "B"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that KSV Kofman Inc., of the real properties described in Schedule "A" hereto (the "**Real Properties**" and each a "**Real Property**"), including all rents arising therefrom and all proceeds thereof, appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 4th day of December, 2018 (the "**Order**") made in an action having Court file number CV-18-00608356-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Real Property bearing PIN: \_\_\_\_\_, including all rents arising therefrom and proceeds thereof, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Real Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

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

KSV Kofman Inc., solely in its capacity  
as Receiver of the Real Properties, and not in its  
personal or corporate capacity

Per: \_\_\_\_\_  
Name:  
Title:



**SCHEDULE "A" TO RECEIVER'S CERTIFICATE**

**REAL PROPERTIES**

1.     **PIN:**           **03199-0011 (LT)**  
  
Property Description:   PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill  
  
Address:                87 Elm Grove Avenue  
                            Richmond Hill, ON L4E 2W8
  
2.     **PIN:**           **03206-3618 (LT)**  
  
Property Description:   PT LOT 26, PLAN M807, PT1, 65R34410,; Town of Richmond Hill  
  
Address:                46 Puccini Drive  
                            Richmond Hill, ON L4E 2Y6
  
3.     **PIN:**           **03342-0025 (LT)**  
  
Property Description:   PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan  
  
Address:                211 Woodland Acres Crescent  
                            Vaughan, ON L6A 1G1
  
4.     **PIN:**           **58120-0162 (LT)**  
  
Property Description:   PT E 1/2 LT 10 CON 4 ESSA TWP PT 4 RD1027; ESSA  
  
Address:                6216 Fifth Line RR#1  
                            Egbert ON L0L 1N0

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**THIRD AMENDED AND RESTATED ORDER**  
**(appointing Receiver)**

**DENTONS CANADA LLP**  
77 King Street West, Suite 400  
Toronto-Dominion Centre  
Toronto, ON M5K 0A1

**Barbara Grossman** (LSO # 20947K)  
Tel: (416) 863-4417  
Fax: (416) 863-4592  
[barbara.grossman@dentons.com](mailto:barbara.grossman@dentons.com)

**Kenneth Kraft** (LSO # 31919P)  
Tel: (416) 863-4374  
[kenneth.kraft@dentons.com](mailto:kenneth.kraft@dentons.com)

*Lawyers for Buduchnist Credit Union Limited*

1

**Tab B**

THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

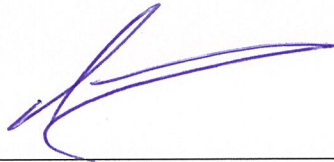
87 Elm Grove Avenue, 46 Puccini Drive and 6216 Fifth Line  
**Interim Statement of Receipts and Disbursements**  
 For the period November 13, 2018 to August 15, 2019  
 (CAD\$)

	<u>46 Puccini Dr.</u>	<u>87 Elm Grove Ave.</u>	<u>6216 Fifth Line</u>
<i><u>Receipts</u></i>			
Sale proceeds	2,250,000	1,750,000	405,000
Extension fees paid by Purchaser	26,000	-	-
Advances from BCU under Receiver's Borrowings Charge	20,000	45,000	5,000
Rental income	23,453	-	3,850
Interest	3,459	2,869	33
Total Receipts	<u>2,322,912</u>	<u>1,797,869</u>	<u>413,883</u>
<i><u>Disbursements</u></i>			
HST remitted to CRA on new residential home (87 Elm Grove only)	-	204,089	-
Real estate commissions (including HST)	108,056	72,744	20,594
Property taxes	18,226	6,199	368
Maintenance and contractor costs	12,985	18,680	3,432
Professional fees (Receiver and legal counsel)	49,870	38,264	22,921
Repayment of receivership advances to BCU (principal and interest)	21,161	45,385	-
HST on disbursements	8,441	7,632	3,682
Other sundry expenses	2,907	2,470	2,558
Total Disbursements	<u>221,646</u>	<u>395,462</u>	<u>53,554</u>
<b>Balance in Receiver's accounts and/or Term Deposits</b>	<b><u>2,101,266</u></b>	<b><u>1,402,407</u></b>	<b><u>360,329</u></b>

Note: This statement has been prepared on a cash basis and excludes accrued obligations (if any).

**Tab C**

THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 6

**Properties**

*PIN* 03206 - 3618 LT *Interest/Estate* Fee Simple  
*Description* PT LOT 26, PLAN M807, PT 1, 65R34410,; TOWN OF RICHMOND HILL  
*Address* 46 PUCCINI DRIVE L4E 2Y6  
 RICHMOND HILL

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 2321198 ONTARIO INC.  
*Address for Service* 211 WOODLAND ACRES CRESCENT  
 VAUGHAN, ON  
 L6A 1G1

I, CARLO DEMARIA, President/Secretary/Treasurer, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* BUDUCHNIST CREDIT UNION LIMITED  
*Address for Service* 2280 BLOOR STREET WEST  
 TORONTO, ON  
 M6S 1N9

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$2,500,000.00 *Currency* CDN  
*Calculation Period* SIMPLE MONTHLY, NOT IN ADVANCE  
*Balance Due Date* ON DEMAND  
*Interest Rate* SEE SCHEDULES  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* SEE SCHEDULES  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 200033  
*Insurance Amount* full insurable value  
*Guarantor* DEMARIA, CARLO

**Additional Provisions**

SEE "LINE OF CREDIT MORTGAGE LOAN AGREEMENT and STATEMENT OF DISCLOSURE" - Attached  
 SEE "LINE OF CREDIT MORTGAGE SCHEDULE" - Attached  
 SEE "GUARANTOR'S CLAUSE" - Attached and Paragraph 24 of the 200033 Standard Charge Terms.

**Signed By**

Nestor Stefan Wolicki 200-2200 Bloor St. West acting for Chargor Signed 2015 02 27  
 Toronto (s)  
 M6S 1N4

Tel 416-763-3553  
 Fax 416-763-2522

I have the authority to sign and register the document on behalf of the Chargor(s).



The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 6

**Submitted By**

WOLICKI & McCLENNAN

200-2200 Bloor St. West  
Toronto  
M6S 1N4

2015 02 27

Tel 416-763-3553

Fax 416-763-2522

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

**File Number**

Chargor Client File Number : 46 PUCCINI

Chargee Client File Number : 64114

**LINE OF CREDIT MORTGAGE LOAN AGREEMENT  
AND STATEMENT OF DISCLOSURE**

**INITIAL STATEMENT OF DISCLOSURE**

It is hereby disclosed that the annual rate of interest applicable to the Agreement for Line of Credit Loan, below, will be 4.50 % per annum, at the date of that Agreement. Examples of the cost of borrowing at that rate are as follows:

If the Outstanding Balance is:	Monthly (30 day) Interest is:
\$100.00	\$ <u>0.00</u>
\$500.00	\$ <u>0.00</u>
\$1,000.00	\$ <u>0.00</u>
\$1,600,000.00	\$ <u>0.00</u>

It is further disclosed that the annual rate of interest may be varied from time to time in the future, and that the above examples of the cost of borrowing are only accurate until such variation occurs.

**AGREEMENT FOR LINE OF CREDIT LOAN**

AGREEMENT made on February 17, 2015

BETWEEN: 2321197 Ontario Inc., account # 64114  
(hereinafter called "the Member")

- and - : **BUDUCHNIST CREDIT UNION LIMITED**  
(hereinafter called "the Credit Union")

WHEREAS the Member has applied for a line of credit loan in connection with his/her account (the "Member's Account");

NOW THEREFORE the Credit Union and the Member hereby agree as follows:

1. **ADVANCES** - Subject to section 2 hereof, the Credit Union shall provide a revolving credit facility to the Member in connection with the Member's use of the Member's Account. Advances under this Agreement shall be made by way of credits to the Member's Account. Advances are to be made when the balance standing in the credit of the Member's Account is insufficient to cover a cheque drawn against it, or a cash withdrawal or transfer of funds is requested from the Member's Account in excess of the balance then standing in the Member's Account. In such circumstances, the Member will be deemed to have requested an advance under this Agreement in an amount sufficient to cover such cheque, withdrawal or transfer of funds. The Credit Union shall, if it honours such a request, credit the amount of the advance to the Member's Account. The amount of any advance shall be in the sole discretion of the Credit Union and the Credit Union may cancel this Agreement at any time.
2. **LIMIT** - The aggregate maximum amount to be advanced and outstanding to the Member under this Agreement, including principal and interest, shall be \$1,600,000.00. The Credit Union may vary the limit without notice at any time during the currency of this Agreement. The Credit Union shall not be committed to advance the whole or any unadvanced portion of the maximum amount.
3. **INTEREST** - The member shall pay interest on amounts advanced under this Agreement both before and after demand, default and judgment, at the annual rate being charged from time to time by the Credit Union on its Line of Credit Loans. For each advance, interest shall be calculated from the date on which the advance is made.  
  
The rate of interest being charged by the Credit Union on its Line of Credit Loans is, at the date of this Agreement, 4.50 % per annum, calculated monthly not in advance. The Credit Union may vary this rate from time to time, and upon such variation the new rate shall immediately apply to both the outstanding balance and further advances. The Credit Union will notify the Member of any increase in the interest rate, but the accidental omission to give such notice shall not excuse the Member from paying interest at the increased rate.
4. **REPAYMENT** - The Credit Union has the right to demand, at any time, repayment of all or any part of the balance and interest outstanding under this Agreement. Until such demand is made, the Member agrees to make repayment in the manner indicated below:  
 The Member agrees to make payments of \$500 plus interest per month with the first such payment to be made on any day of the month next following the first advance made to the member under this Agreement. Subsequent payments shall be made on the same day of each month thereafter.  
  
All payments shall be applied firstly on account of interest at the rate then in effect, and secondly in reduction of the principal sum outstanding. The Member may repay the whole or any part of this loan at any time without notice or bonus; but the Member agrees that in the event the outstanding balance under this Agreement is paid in full, the terms and conditions of this Agreement shall apply to any advances subsequently made. In the event of default the Member agrees to pay all legal fees and expenses (on a solicitor and client basis) incurred by the Credit Union in collecting any outstanding balance under this Agreement.
5. **SECURITY** - The Member agrees to give such security for repayment of amounts owing under this Agreement as the Credit Union may request from time to time. Further, the Member acknowledges that the Credit Union has at all times a lien against shares in the Credit Union owned by the Member and against such monies on deposit by the Member with the Credit Union. If the Member is in default under this Agreement, the Credit Union may apply such shares and deposits to repayment of any balance outstanding and the Credit Union shall retain the right to recover from the Member any deficiency should the balance outstanding exceed the value of such shares and deposits.
6. **REVIEW** - The Member agrees to provide the Credit Union with all information required by it, from time to time, for the purposes of reviewing the status of this Agreement. The Member also agrees to promptly notify the Credit Union of any change of circumstances which renders inaccurate any of the information given to the Credit Union applying for this Line of Credit Loan.
7. **PERIODIC STATEMENTS** - Acceptance by the Member, without dispute, of the periodic statements pertaining to this Line of Credit Loan acknowledges the liability of the Member for advances made during the period covered by such statement.
8. **JOINT AND SEVERAL LIABILITY** - Where this Agreement is signed by more than one party as Member, advances may be made to or at the request of any one or more of them, and their liability shall be joint and several. Periodic statements or other notices may be sent to any one Member on behalf of all. Any reference in this Agreement to "Member" shall be construed as if to read "Member or any one or more of them".
9. **DISCLOSURE** - The Member acknowledges having received the information contained in the Statement of Disclosure, above, prior to entering into this Agreement.

Witness: Roma Bereza  
Branch Operations Manager

Witness: Roma Bereza  
Branch Operations Manager

2321197 Ontario Inc.

Guarantor - Carlo Demaria

**BUDUCHNIST CREDIT UNION LIMITED**

Per: Roma Bereza



(a) This Charge and the covenants, provisions, obligations and agreements on the part of the Chargor herein contained shall be the continuing obligations and liability of each such Chargor and shall cover all the Liabilities and obligations of the Chargor hereunder and shall apply to and shall secure any ultimate balance of the moneys secured or intended to be secured hereby.

(b) The Chargee shall not be bound to exhaust its recourse against the Chargor or others or any securities, including guarantees, it may at any time hold before being entitled to payment from each such Chargor of the money hereby secured and each such Chargor renounces to all benefits of discussion and division.

(c) This Charge and the Liabilities and obligations of each such Chargor hereunder shall not be affected by the death or loss or diminution of capacity of the Chargor, or of any such Chargor, or by any change in the name of the Chargor, or in the membership of the Chargor's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Chargor's business by a corporation, or by any change whatsoever in the objects, capital, structure or constitution of the Chargor, or by the Chargor or the Chargor's business being amalgamated with a corporation or corporations, or wound up or its corporate existence terminated but shall notwithstanding the happening or any such event continue to exist and apply to the full extent as if such event had not happened.

(d) This Charge shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Chargee and all dividends, compositions, proceeds of security valued and payments received by the Chargee from the Chargor or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of any of such Chargors to claim in reduction of his liability, under this Charge the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Chargee or proceeds thereof, and none of such Chargors shall have the right to be subrogated in any rights of the Chargee until the Chargee shall have received payment in full of all Liabilities.

(e) All of the moneys hereby secured or intended to be secured hereby shall be deemed to form part of the Liabilities and obligations of each such Chargor notwithstanding any lack or limitation of status or of power, incapacity or disability of the Chargor or of the directors, partners or agents thereof, or that the Chargor may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or creditors, or in the taking or registering of this Charge or any other securities, the whole whether known to the Chargee or not; and all the moneys secured hereby or intended to be secured hereby shall be recoverable from each such Chargor as sole or principal debtor in respect thereof and shall be paid to the Chargee on demand with interest and accessories.

(f) Each such Chargor shall be bound by any account settled between the Chargee and the Chargor, and if no such account has been so settled immediately before demand of payment hereunder any account stated by the Chargee shall be accepted by such Chargor and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Chargor to the Chargee or remains unpaid by the Chargor to the Chargee.

**PROVIDED FURTHER THAT** if any one or more of the following events shall occur, then the Chargee, at its sole option and sole discretion, may declare the Liabilities and interest then outstanding to be immediately due and payable:

- (a) the Chargor defaults in the payment of any of the Liabilities or interest thereunder, or in the performance of any of his obligations in respect of any of the Liabilities when due or any fee owing by the Chargor to the Chargee; or
- (b) the Chargor ceases or threatens to cease to carry on business; or becomes insolvent or bankrupt; or ceases paying his debts as they mature; or the Chargor makes an assignment for the benefit of his creditors or otherwise acknowledges his insolvency; or a trustee, or receiver and manager, or liquidator is appointed for the Chargor or for any part of his property; or bankruptcy, reorganization, arrangement, insolvency or similar proceedings shall be instituted by or against the Chargor under the laws of any jurisdiction; or
- (c) any execution, sequestration or any other process of any court becomes enforceable against the Chargor or if a distress or analogous process is levied upon the property of the Chargor or any part thereof; or
- (d) in the opinion of the Chargee, there is a material adverse change in the condition, assets, liabilities, business or prospects of the Chargor, financial or otherwise.

**PROVIDED FURTHER THAT** the Chargor covenants and agrees with the Chargee that in the event the Chargor sells, conveys, transfers, disposes of or assigns the Property, or any part thereof, beneficial or otherwise, or enters into an agreement for the sale or transfer of the title to the Property (collectively "Transfer"), whether the conveyance or agreement is registered or not, then the Liabilities together with interest shall immediately become due and payable at the Chargee's sole option, without any notice given or any action being taken by the Chargor, and in default of payment the Chargee may exercise any of the remedies available hereunder to enforce payment, including the power of entering upon and leasing or selling the Property. For purposes of this paragraph, a change in voting control of the Chargor, if the Chargor is a corporation, shall be deemed to constitute a Transfer of the Property.

**PROVIDED FURTHER THAT** if the Chargor ceases to be a member of the Chargee, the Chargee may at any time and at its sole option and sole discretion demand repayment of the Liabilities together with accrued interest upon giving the Chargor one month's notice in writing mailed by ordinary prepaid post addressed to the Chargor at his last residential address as recorded on the books of the Chargee, and the Liabilities and said interest shall immediately become due and payable upon expiration of such notice. Non-payment of the Liabilities and said interest as required hereunder shall be deemed a default under this Charge.

**PROVIDED FURTHER THAT** any discharge of this Charge (Cessation of Charge) shall be prepared by the Chargee at the Chargor's expense.

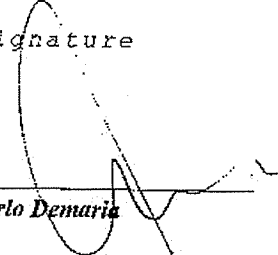
**PROVIDED FURTHER** that the Chargor shall, upon request by the Chargee, provide to the Chargee such financial and other statements as may be required by the Chargee from time to time.

GUARANTOR CLAUSE

In consideration of the granting of the within mortgage loan, I, **CARLO DEMARIA**, as covenantor(s), hereby for myself, my heirs, executors, administrators and assigns covenant, promise and agree with the mortgagee, its successor(s) and assign(s) as principal debtor and not as surety that I will well and truly pay or cause to be paid to the mortgagee all moneys payable hereunder on the day and time and in the manner herein limited and appointed for the payment thereof and unconditionally guarantee full performance and discharge by the mortgagor of all its obligations under the provisions of this Indenture at the times and in the manner herein provided and will indemnify, protect and save harmless the mortgagee against and from all losses, damages, costs, charges and expenses in respect of the advance of the mortgage moneys and/or occasioned by any act, omission, or default of the mortgagor contrary to the mortgagor's covenants and agreements herein contained; and it is expressly agreed that the mortgagee may grant time to the mortgagor for the observance and performance of the said covenants and agreements, waive breaches and accept other sureties and securities therefore, without written notice to me and without relieving me from my liability hereunder which shall be a continuing liability so long as the mortgagee has any claim whatsoever, and further agree that the mortgagee shall not be obliged to proceed against the mortgagor or to enforce or exhaust any security before proceeding to enforce the obligations of me herein set out and that enforcement of such obligations may take place before, after or contemporaneously with enforcement of any debt, obligations of the mortgagor or the enforcement of any security for any such debt or obligations; and I further agree that these covenants shall continue and be binding upon myself, my heirs, executors, administrators, and assigns as well after as before maturity and after as before default of this mortgage, until the said mortgage monies are fully paid and satisfied.

Signature

DATE OF SIGNATURE


  
 \_\_\_\_\_  
 Carlo Demaria

2015/02/26

**Tab D**

THIS IS EXHIBIT "D" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.



**Barbara L Grossman**  
 Certified by the Law Society of Ontario as  
 a Specialist in Civil Litigation

barbara.grossman@dentons.com  
 D +1 416 863 4417

Dentons Canada LLP  
 77 King Street West, Suite 400  
 Toronto-Dominion Centre  
 Toronto, ON, Canada M5K 0A1

dentons.com

November 26, 2019

File No.: 228576-11

**SENT VIA E-MAIL** (cdemaria3@icloud.com; carlo@vicarhomes.com; carlo@douknow.com; cvdemaria@gmail.com; sandra@vapz.com)

Carlo and Sandra Demaria  
 211 Woodland Acres Crescent  
 Vaughan, ON L6A 1G1

2321197 Ontario Inc.  
 211 Woodland Acres Crescent  
 Vaughan, ON L6A 1G1

Attention: Carlo Demaria

2321198 Ontario Inc.  
 211 Woodland Acres Crescent  
 Vaughan, ON L6A 1G1

Vicar Homes Ltd.  
 80 Pro Bass Mills, Suite 11-A  
 Vaughan, ON L4K 5W9

Attention: Carlo Demaria

211 Woodland Acres Crescent  
 Vaughan, ON L6A 1G1

Attention: Carlo Demaria

Dear Mr. and Mrs. Demaria:

**RE: Extension of Stay of Receivership Order in respect of 211 Woodland Acres Crescent, Vaughan, Ontario, L6A 1G1 (the "Woodland Property")  
 Court File Number: CV-18-00608356-00CL (the "BCU Application")**

You have requested that the stay of the Receivership Order made in the BCU Application in respect of your residence at the Woodland Property which has previously been extended on consent to October 31, 2019 be further extended for a one year period to October 31, 2020 (the "**Stay Extension Period**") to allow additional time for there to be a trial of the Trade Capital action bearing Brampton Court file CV-15-2110-00 (the "**Mareva Action**") as contemplated in the decision of Justice Penny released on September 24, 2019 in the Mareva Action. Carlo Demaria and 1160376 Ontario Limited, through their counsel Fogler Rubinoff, are arranging for the trial of the Mareva Action to occur on an expedited basis with a view to it being completed and decided within the Stay Extension Period, but it is not known whether the Mareva Action will be tried and finally decided within the Stay Extension Period.

Buduchnist Credit Union Limited ("**BCU**") has agreed to the Stay Extension Period you have requested on the terms set out below to which you have also agreed. Any breach of the terms of the Stay Extension Period set out herein shall result in the immediate early termination of the Stay Extension Period at the option of BCU.

Please confirm your acceptance of and agreement to these terms by countersigning this letter in the signature blocks at the end of this letter and returning it to Dentons by November 27, 2019. Sandra Demaria must obtain independent legal advice before countersigning this letter and must provide a

C.D.



certificate from the lawyer who provided the independent legal advice in the form attached as **Schedule A** when the countersigned letter is returned.

The agreed terms of the Stay Extension Period are as follows:

1. During the Stay Extension Period: (i) the terms of the stay set out in Justice Penny's endorsement dated January 17, 2019 as excerpted in **Schedule B** shall continue to apply and those terms shall be complied with by Carlo and Sandra Demaria on a timely basis; and (ii) payments shall be made to BCU in the amount of \$21,000 per month commencing in the month of November 2019 to be applied firstly to repay all accumulated interest arrears under BCU's first and second mortgages registered against the Woodland Property as instrument number YR1534099 registered on August 16, 2010 (the "**Woodland 1<sup>st</sup> Mortgage**") and instrument number YR1920510 registered on December 5, 2012 (the "**Woodland 2<sup>nd</sup> Mortgage**") (collectively the "**Woodland Mortgages**"), secondly to cover current interest under the Woodland Mortgages computed going forward at a blended weighted annual interest rate of 4.5% payable and compounded monthly, and lastly towards principal to be credited to repayment of the most recent principal advances made under the Vicar Homes Ltd. Line of Credit which advances are all secured by the Woodland 2nd Mortgage. Provided that it is a condition precedent that the first three of the monthly payments for the Stay Extension Period shall be paid according to the following schedule, failing which this agreement and the stay extension provided for herein are null and void:
  - (a) November 2019 payment to be received by BCU by November 4, 2019 (receipt is acknowledged by BCU);
  - (b) December 2019 payment to be received by BCU by November 30, 2019; and
  - (c) January 2020 payment to be received by BCU by December 7, 2019.

The balance of the payments shall be made by the first of each month for the months of February to October 2020. Late payments are not acceptable, and in the event any payment for the months of February to October 2020 is not received by BCU within 2 business days of the first of the month, the late payment will constitute a default under this agreement which will result in an immediate early termination of the Stay Extension Period at the option of BCU.

2. This agreement is entirely without prejudice to enforcement of the Receivership Order in respect of the Woodland Property after the Stay Extension Period expires (immediately following October 31, 2020) or terminates early by reason of default in compliance with the stay extension terms set out herein. The Stay Extension Period will expire, or terminate early at the option of BCU in the event of default, regardless of the status of the proceedings in the Mareva Action at that time.
3. Carlo and Sandra Demaria irrevocably acknowledge and concede: (i) the validity and enforceability of the Woodland Mortgages; (ii) that the Woodland Mortgages secure indebtedness due and owing to BCU in the full amounts as claimed in the Notice of Application and the supporting evidence set out in the affidavits of Oksana Prociuk in the BCU Application as updated by BCU and set out in **Schedule C** attached; (iii) that the Woodland 1<sup>st</sup> Mortgage has matured

and both Woodland Mortgages are in default as asserted in the BCU Application and are therefore enforceable; (iv) that BCU is entitled to judgment against Carlo and Sandra Demaria as mortgagors and borrowers for the full amounts due and owing under the Woodland Mortgages claimed by BCU in the Notice of Application as updated by BCU and set out in **Schedule C** attached; (v) that BCU is entitled to judgment against Vicar Homes Ltd. in respect of the Vicar Homes Ltd. Line of Credit which is secured by the Woodland 2<sup>nd</sup> Mortgage, for the full amount due and owing under the Vicar Homes Ltd. Line of Credit claimed by BCU in the Notice of Application and the supporting evidence set out in the affidavits of Oksana Prociuk in the BCU Application as updated by BCU and set out in **Schedule C** attached; and (vi) that BCU is entitled to judgment against Carlo Demaria as guarantor of the Vicar Homes Ltd. Line of Credit in the full amount as claimed by BCU in the Notice of Application as updated by BCU and set out in **Schedule C** attached. All evidence and submissions of Carlo Demaria to the contrary are irrevocably withdrawn and forever abandoned.

4. 2321197 Ontario Inc. ("197") and Carlo Demaria irrevocably acknowledge and concede: (i) the validity and enforceability of BCU's mortgage registered against 87 Elm Grove, Richmond Hill, Ontario as instrument number YR2427027 on February 5, 2016 (the "**Elm Mortgage**"); (ii) that the Elm Mortgage secures indebtedness due and owing to BCU in the full amount claimed in the Notice of Application and the supporting evidence set out in the affidavits of Oksana Prociuk in the BCU Application as updated by BCU and set out in **Schedule C** attached; (iii) that the Elm Mortgage is in default as asserted by BCU in the BCU Application and is therefore enforceable; and (iv) that BCU is entitled to judgment against 197 as mortgagor and borrower and against Carlo Demaria as guarantor for the full amount due and owing under Elm Mortgage claimed in the BCU Notice of Application as updated by BCU and set out in **Schedule C** attached. All evidence and submissions of Carlo Demaria and 197 to the contrary are irrevocably withdrawn and forever abandoned, including, without limitation, all denials and challenges to the authenticity of Carlo Demaria's signatures and initials on the loan, guarantee and security documentation relating to the Elm Mortgage.
5. 2321198 ("198") and Carlo Demaria irrevocably acknowledge and concede: (i) the validity and enforceability of BCU's mortgage registered against 46 Puccini Drive, Richmond Hill, Ontario as instrument number YR2260847 on February 27, 2015 (the "**Puccini Mortgage**"); (ii) that the Puccini Mortgage secures indebtedness due and owing to BCU in the full amount claimed in the Notice of Application and the supporting evidence set out in the affidavits of Oksana Prociuk in the BCU Application as updated by BCU and set out **Schedule C** attached; (iii) that the Puccini Mortgage is in default as asserted by BCU in the BCU Application and is therefore enforceable; and (iv) that BCU is entitled to judgment against 198 as mortgagor and borrower and against Carlo Demaria as guarantor for the full amount due and owing under Puccini Mortgage claimed in the BCU Notice of Application as updated by BCU and set out in out in **Schedule C** attached. All evidence and submissions of Carlo Demaria and 198 to the contrary are irrevocably withdrawn and forever abandoned, including, without limitation, all denials and challenges to the authenticity of Carlo Demaria's signature and initials on the Line of Credit Mortgage Loan Agreement and Statement of Disclosure dated October 20, 2015 relating to the Puccini Mortgage
6. Carlo and Sandra Demaria irrevocably acknowledge and concede: (i) the validity and enforceability of BCU's mortgage registered against 6216 Fifth Line RR #1, Egbert, Ontario (the

- "Cottage Property") as instrument number SC431876 registered on April 28, 2006 and assigned to BCU pursuant to the Transfer of Charge registered against the Cottage Property on May 12, 2009 as instrument number SC734513 (collectively the "**Cottage Mortgage**"); (ii) that the Cottage Mortgage secures indebtedness due and owing to BCU in the full amount claimed in the Notice of Application and the supporting evidence set out in the affidavits of Oksana Prociuk in the BCU Application as updated by BCU and set out in **Schedule C** attached; (iii) that the Cottage Mortgage has matured and is in default as asserted in the BCU Application and is therefore enforceable; and (iv) that BCU is entitled to judgment against Carlo and Sandra Demaria as mortgagors and borrowers for the full amount due and owing under the Cottage Mortgage claimed in the BCU Notice of Application as updated by BCU and set out in **Schedule C** attached. All evidence and submissions of Carlo Demaria to the contrary are irrevocably withdrawn and forever abandoned. Any surplus proceeds from the sale and tenant occupancy of the Cottage Property during the Receivership to which Carlo and/or Sandra Demaria are entitled are released and quit claimed to and in favour of BCU to the full extent legally possible without breaching the Mareva Order made in the Mareva Action. Sandra Demaria shall execute an irrevocable quit claim, release and direction, substantially in the form of **Schedule D** attached, with respect to any surplus proceeds of the Cottage property to which she may be entitled after payment in full of the Cottage Mortgage, directing payment of her entitlement to BCU to be applied to the Woodland Mortgages in the same manner as the monthly payments are to be applied during the Stay Extension Period, as set out in paragraph 1 of this agreement.
7. Carlo Demaria, Sandra Demaria, Vicar Homes Ltd., 197 and 198 shall promptly execute consents to judgment in favour of BCU in accordance with the acknowledgments and concessions in paragraphs 3, 4, 5 and 6 above.
  8. Carlo Demaria, Sandra Demaria, Vicar Homes Ltd., 197 and 198 covenant that they and each of them shall not directly or indirectly make or continue against or in respect of BCU (including its current and former officers, directors, management, employees and advisors) any claims, proceedings, complaints, demands or allegations whatsoever, and they shall not directly or indirectly disparage BCU (including its current and former officers, directors, management, employees and advisors), provided that nothing herein shall in any way limit the defence of BCU's claims in the application bearing court file number CV-19-00618175-00CL concerning BCU's mortgage registered against 1407 Stavebank Road, Mississauga, Ontario.
  9. BCU agrees that the consent Judgments against Sandra Demaria provided for in paragraphs 3 and 6 of this agreement will not be issued until the expiry or early termination of the Stay Extension Period (and with respect to the consent Judgment provided for in paragraph 6, it will be issued against Sandra Demaria only if there is still a balance owing to BCU in respect of the Cottage Mortgage at such time), however her executed consent to judgment provided for in paragraph 7 above may be filed with the Court in the distribution phase of the Cottage Property receivership. All other consent Judgments shall issue immediately. BCU agrees that it will not take steps under the consent Judgments against Carlo Demaria provided for in paragraphs 3, 4, 5, 6 and 7 of this agreement (collectively, the "**Consent Judgments**") to interfere with Sandra and Carlo Demaria's continued occupation of the Woodland Property, but in all other respects the Consent Judgments shall be fully and immediately enforceable by BCU against the judgment debtors.

C.D.



November 26, 2019  
Page 5

dentons.com

Yours truly,

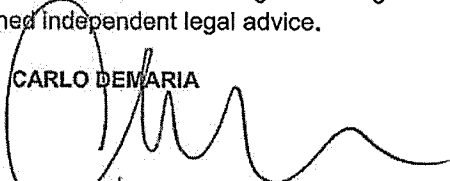
**Dentons Canada LLP**


Barbara L Grossman  
Partner

c.c. Alisa Mazo, Mazo Chowbay ([alisa.mazo@mazochowbay.com](mailto:alisa.mazo@mazochowbay.com))  
Milton Davis, Fogler Rubinoff ([mdavis@foglers.com](mailto:mdavis@foglers.com))

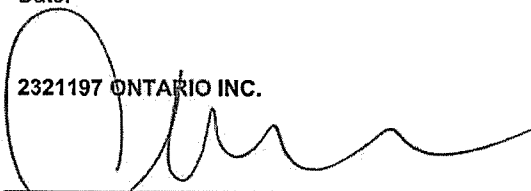
**Agreement and Acceptance**


The undersigned acknowledge and agree that they have reviewed and understand the terms and conditions of the agreement set out in this letter and agree to and accept all of the terms and conditions. Sandra Demaria acknowledges and agrees that she is signing below with the benefit of having first obtained independent legal advice.

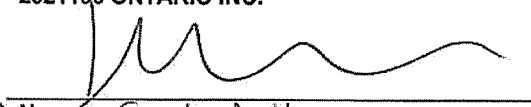
**CARLO DEMARIA**  
  
Date: *November 28, 2019*


  
Witness  
Name: **ALISA MAZO**  
Date: *Barrister & Solicitor,  
Notary Public  
November 28, 2019*

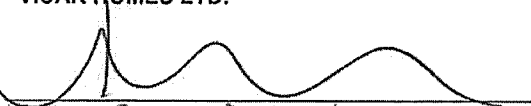
**SANDRA DEMARIA**


Date: \_\_\_\_\_  
**2321197 ONTARIO INC.**  
  
Per: \_\_\_\_\_  
Name: *Carlo Demaria*  
Title: *President*  
Date: *November 28, 2019*

Witness  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
Witness  
Name: **ALISA MAZO**  
Date: *Barrister & Solicitor,  
Notary Public  
November 28, 2019*

**2321198 ONTARIO INC.**  
  
Per: \_\_\_\_\_  
Name: *Carlo Demaria*  
Title: *President*  
Date: *November 28, 2019*

  
Witness  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
**ALISA MAZO**  
Barrister & Solicitor,  
Notary Public  
*November 28, 2019*

**VICAR HOMES LTD.**  
  
Per: \_\_\_\_\_  
Name: *Carlo Demaria*  
Title: *President*  
Date: *November 28, 2019*

  
Witness  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
**ALISA MAZO**  
Barrister & Solicitor,  
Notary Public  
*November 28, 2019*

C.D.

**Agreement and Acceptance**

The undersigned acknowledge and agree that they have reviewed and understand the terms and conditions of the agreement set out in this letter and agree to and accept all of the terms and conditions. Sandra Demaria acknowledges and agrees that she is signing below with the benefit of having first obtained independent legal advice.


**CARLO DEMARIA**

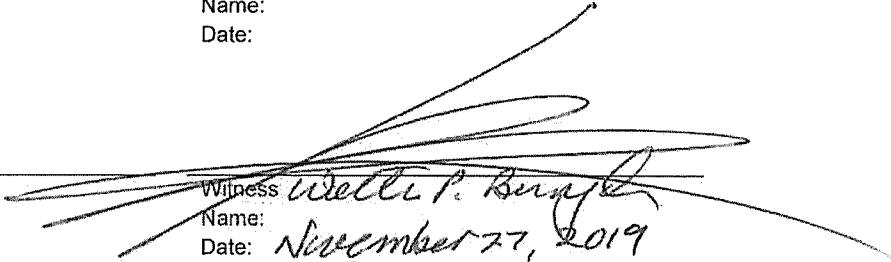
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness

Name:  
Date:

**SANDRA DEMARIA**

  
Date: Nov. 27, 2019

  
Witness  
Name: Walter P. Buzza  
Date: November 27, 2019

**2321197 ONTARIO INC.**

Per: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Witness  
Name:  
Date:

**2321198 ONTARIO INC.**

Per: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Witness  
Name:  
Date:

**VICAR HOMES LTD.**

Per: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Witness  
Name:  
Date:

- 7 -

**Schedule A**  
**Form of Certificate of Independent Legal Advice**

TO: Buduchnist Credit Union Limited ("BCU")

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**I HEREBY CERTIFY THAT:**

1. I have been retained by Sandra Demaria (the "Client") to advise her in connection with the proposed extension of the stay of the Receivership Order made by the Honourable Mr. Justice Penny dated January 17, 2019 in Superior Court of Ontario (Commercial List) Court File No. CV – 18-00608356-00CL (the "Receivership Proceedings"), in respect of 211 Woodland Acres Crescent, Vaughan, Ontario, pursuant to the terms of an extension agreement among BCU, the Client, Carlo Demaria ("Carlo"), 2321197 Ontario Inc. ("197"), 2321198 Ontario Inc. ("198") and Vicar Homes Ltd. ("Vicar") (the "Extension Agreement").
2. The Client consulted me alone and not in the presence of any of the officers, employees or agents of BCU.
3. I have plainly and fully explained to the Client the nature and extent of her obligations and liabilities under the Extension Agreement and the manner in which such liabilities could be enforced against the Client. I advised the Client as to the effect of signing the Extension Agreement.
4. The Client appeared to fully understand and did so declare to fully understand the nature of her obligations to BCU under the Extension Agreement and the extent of the liabilities which could arise under the Extension Agreement. The Client further appeared to understand and did so declare to understand the effect of signing the Extension Agreement.
5. The Client acknowledged and it appeared that she was entering into said obligations and executing the Extension Agreement of her own volition and without fear, threats, compulsion, influence or pressure from any other person, including, without limitation, Carlo.
6. The Client consulted me and the above advice was given to the Client before the Client executed the Extension Agreement. The Extension Agreement was then executed by the Client in my presence this \_\_\_ day of November, 2019.

**AND I FURTHER CERTIFY** that I have given this advice to the Client as solicitor to the Client and without regard to or consideration of the interest of BCU, Carlo, 197, 198 or Vicar. I confirm that neither I nor, to the best of my knowledge, any member of my firm acts for BCU, Carlo, 197, 198 or Vicar [If ILA is given to Sandra Demaria by Walter Burych add the following]: in connection with the Receivership Proceedings.

**DATED** at \_\_\_\_\_, Ontario this \_\_\_ day of November, 2019.

\_\_\_\_\_  
 Name:  
 Address:  
 Tel No.  
 Email:  
 LSO #:

C.D.

**ACKNOWLEDGEMENT**

I hereby acknowledge and declare that all statements made in the foregoing Certificate are true and correct, and that \_\_\_\_\_ in advising me was retained by me as my personal solicitor. I am fully aware of the nature and extent of my obligations and liability under the Extension Agreement and I have entered into said obligations and executed the Extension Agreement of my own volition and without fear, threats, compulsion, influence or pressure from BCU, Carlo, 197, 198, Vicar, or any other person.

*[If ILA is given to Sandra Demaria by Walter Burych add the following]:* I have chosen to receive independent legal advice concerning the Extension Agreement from Walter Burych in the full knowledge that Walter Burych has in the past acted as solicitor for BCU, Carlo, 197, 198, Vicar and me, and that he continues to provide legal services to BCU in matters unrelated to the dealings between and among BCU, Carlo, 197, 198, Vicar and me.

**EXECUTED** at \_\_\_\_\_, Ontario this \_\_\_\_ day of November, 2019.

\_\_\_\_\_  
Witness (Solicitor)

\_\_\_\_\_  
**SANDRA DEMARIA**

C.D.



TO: Buduchnist Credit Union Limited ("BCU")

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**I HEREBY CERTIFY THAT:**

1. I have been retained by Sandra Demaria (the "**Client**") to advise her in connection with the proposed extension of the stay of the Receivership Order made by the Honourable Mr. Justice Penny dated January 17, 2019 in Superior Court of Ontario (Commercial List) Court File No. CV – 18-00608356-00CL (the "**Receivership Proceedings**"), in respect of 211 Woodland Acres Crescent, Vaughan, Ontario, pursuant to the terms of an extension agreement among BCU, the Client, Carlo Demaria ("**Carlo**"), 2321197 Ontario Inc. ("**197**"), 2321198 Ontario Inc. ("**198**") and Vicar Homes Ltd. ("**Vicar**") (the "**Extension Agreement**").
2. The Client consulted me alone and not in the presence of any of the officers, employees or agents of BCU.
3. I have plainly and fully explained to the Client the nature and extent of her obligations and liabilities under the Extension Agreement and the manner in which such liabilities could be enforced against the Client. I advised the Client as to the effect of signing the Extension Agreement.
4. The Client appeared to fully understand and did so declare to fully understand the nature of her obligations to BCU under the Extension Agreement and the extent of the liabilities which could arise under the Extension Agreement. The Client further appeared to understand and did so declare to understand the effect of signing the Extension Agreement.
5. The Client acknowledged and it appeared that she was entering into said obligations and executing the Extension Agreement of her own volition and without fear, threats, compulsion, influence or pressure from any other person, including, without limitation, Carlo.
6. The Client consulted me and the above advice was given to the Client before the Client executed the Extension Agreement. The Extension Agreement was then executed by the Client in my presence this 27 day of November, 2019.

**AND I FURTHER CERTIFY** that I have given this advice to the Client as solicitor to the Client and without regard to or consideration of the interest of BCU, Carlo, 197, 198 or Vicar. I confirm that neither I nor, to the best of my knowledge, any member of my firm acts for BCU, Carlo, 197, 198 or Vicar in connection with the Receivership Proceedings.

**DATED** at Mississauga, Ontario this 27 day of November, 2019.

~~Name: Walter P. Burych~~

~~Address: 204-89 Queensway West,  
Mississauga, Ontario, L5B 2V2~~

~~Tel No.: 905.896.8600 ext. 223~~

~~Email: wpburych@burychlawyers.com~~

~~LSO #: 23634W~~


**ACKNOWLEDGEMENT**

I hereby acknowledge and declare that all statements made in the foregoing Certificate are true and correct, and that Walter P/ Burych in advising me was retained by me as my personal solicitor. I am fully aware of the nature and extent of my obligations and liability under the Extension Agreement and I have entered into said obligations and executed the Extension Agreement of my own volition and without fear, threats, compulsion, influence or pressure from BCU, Carlo, 197, 198, Vicar, or any other person.

I have chosen to receive independent legal advice concerning the Extension Agreement from Walter Burych in the full knowledge that Walter Burych has in the past acted as solicitor for BCU, Carlo, 197, 198, Vicar and me, and that he continues to provide legal services to BCU in matters unrelated to the dealings between and among BCU, Carlo, 197, 198, Vicar and me.

**EXECUTED** at Mississauga, Ontario this 27 day of November, 2019.

~~Witness (Solicitor)  
(Walter P. Burych)~~

  
\_\_\_\_\_  
**SANDRA DEMARIA**

- 9 -

**Schedule B****Terms of Stay Excerpted from the Endorsement Justice Penny dated January 17, 2019\***

"The application for the appointment of a receiver over the Woodland home is also granted, but enforcement is stayed for 60 days or the disposition of DeMaria's motion to set aside the Mareva injunction is heard, whichever comes first. The stay is on the following terms:

1. DeMaria shall provide the receiver monthly with evidence that the following are current:
  - 1) Heat;
  - 2) Hydro;
  - 3) Property taxes; and
  - 4) Property insurance on the Woodland property.
2. Upon the expiry of 60 days or the disposition of the motion to set aside the Mareva injunction (or sooner if necessary) the parties shall schedule a 9:30am appointment to report on the status of the proposed next steps which are to be taken."

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Note \*: These stay terms were extended to March 29, 2019 by further endorsement of Justice Penny made on February 14, 2019, and then further extended and amended by the addition of a payment requirement of \$15,200 per month until the end of August 2019 by further endorsements of Justice Penny dated April 25, 2019 and July 5, 2019, and then consensually extended until October 31, 2019 pending the outcome of the cross-motions in the Mareva Action (which were decided by written decision of Justice Penny released on September 24, 2019) and the expiry of all appeal periods therefrom.

C. D.

- 10 -

**Schedule C****Principal and Interest Owning Under Mortgages and related loans as of November 11, 2019  
(excluding BCU's Costs Awarded in Receivership Order as amended and restated)**• **Woodland Mortgages****Woodland 1<sup>st</sup> Mortgage (Carlo and Sandra Demaria, mortgagors/borrowers):**

Principal:	\$1,055,199.35
Accrued Interest:	\$429.33
Interest Rate:	2.85%
Fees and Other:	\$ [costs to be quantified]

**Woodland 2<sup>nd</sup> Mortgage securing the Vicar Homes Ltd. Line of Credit (Carlo and Sandra Demaria, mortgagors):**

Principal:	\$2,257,755.69
Accrued Interest:	\$4,272.72
Interest Rate:	Prime plus 1.5% = 5.55% at present; 22% overdraft rate on the balance in excess of \$2,080,000
Fees and Other:	\$ [costs to be quantified]

**Vicar Homes Ltd. Line of Credit (Vicar Homes Ltd., borrower):**

Principal:	\$2,257,755.69
Accrued Interest:	\$4,272.72
Interest Rate:	Prime plus 1.5% = 5.55% at present; 22% overdraft rate on the balance in excess of \$2,080,000
Fees and Other:	\$ [costs to be quantified]

**Guarantor of the Vicar Homes Line of Credit (Carlo Demaria, guarantor):**

Principal:	\$1,000,000.00
Accrued Interest:	\$27,015.99 ( <i>computed from October 18, 2018 = date of demand under the guarantee</i> )
Interest Rate:	Prime plus 1.5% = 5.55% at present
Fees and Other:	\$ [costs to be quantified]

• **Elm Mortgage (197 as borrower and Carlo Demaria as guarantor):**

Principal:	\$2,400,011.24
Accrued Interest:	\$3,948.01
Interest Rate:	Prime plus 0.5% = 4.55% at present
Fees and Other:	\$ [costs to be quantified]

C.D.

- 11 -

- **Puccini Mortgage (198 as borrower and Carlo Demaria as guarantor):**

Principal:	\$2,741,821.43
Accrued Interest:	\$4,916.46
Interest Rate:	Prime plus 1.0% = 5.05% at present
Fees and Other:	\$ [costs to be quantified]

- **Cottage Mortgage (Carlo and Sandra Demaria, mortgagors/borrowers):**

Principal:	\$205,624.49
Accrued Interest:	\$1,347.54
Interest Rate:	\$3.29%
Fees and Other:	\$ [costs to be quantified]

C.D.

**Schedule D**  
**Form of Irrevocable Quit Claim, Release and Direction to be executed by Sandra Demaria**  
**re Cottage Property Proceeds**

**IRREVOCABLE QUIT CLAIM, RELEASE AND DIRECTION**

TO: Buduchnist Credit Union Limited ("BCU")  
AND TO: KSV Kofman Inc. in its capacity as receiver and manager of the real property at 6216 Fifth Line RR #1, Egbert, Ontario (the "**Cottage Property**")  
RE: Proceeds From the Sale and Tenant Occupancy of the Cottage Property

1. All capitalized terms used but not defined in this Irrevocable Quit Claim, Release and Direction shall have the meaning given to them in the stay extension agreement I have entered into with, among other parties, BCU set out in a letter dated November 26, 2019 (the "**Extension Agreement**").
2. In consideration of BCU entering into the Extension Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), I hereby irrevocably quit claim and release to and in favour of BCU any entitlement I may have to the proceeds from the sale and tenant occupancy of the Cottage Property during the Receivership (collectively, the "**Cottage Proceeds**"), and I hereby irrevocably direct payment to BCU of any Cottage Proceeds to which I may be entitled.
3. I agree that after repayment of the Cottage Mortgage, any Cottage Proceeds to which I may be entitled which I hereby irrevocably direct to be paid to BCU are to be applied by BCU to the Woodland Mortgages in the same manner as the monthly payments are to be applied during the Stay Extension Period, as set out in paragraph 1 of the Extension Agreement.

**EXECUTED** at \_\_\_\_\_, Ontario this \_\_\_\_ day of November, 2019.

\_\_\_\_\_  
Witness  
Name:

\_\_\_\_\_  
**SANDRA DEMARIA**


C.D.

42882393\_5|NATDOCS

**Tab E**



THIS IS EXHIBIT "E" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

**Ilan Levy,**  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

**IRREVOCABLE QUIT CLAIM, RELEASE AND DIRECTION**

TO: Buduchnist Credit Union Limited ("BCU")

AND TO: KSV Kofman Inc. in its capacity as receiver and manager of the real property at 6216 Fifth Line RR #1, Egbert, Ontario (the "**Cottage Property**")

RE: Proceeds From the Sale and Tenant Occupancy of the Cottage Property

1. All capitalized terms used but not defined in this Irrevocable Quit Claim, Release and Direction shall have the meaning given to them in the stay extension agreement I have entered into with, among other parties, BCU set out in a letter dated November 26, 2019 (the "**Extension Agreement**").
2. In consideration of BCU entering into the Extension Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), I hereby irrevocably quit claim and release to and in favour of BCU any entitlement I may have to the proceeds from the sale and tenant occupancy of the Cottage Property during the Receivership (collectively, the "**Cottage Proceeds**"), and I hereby irrevocably direct payment to BCU of any Cottage Proceeds to which I may be entitled.
3. I agree that after repayment of the Cottage Mortgage, any Cottage Proceeds to which I may be entitled which I hereby irrevocably direct to be paid to BCU are to be applied by BCU to the Woodland Mortgages in the same manner as the monthly payments are to be applied during the Stay Extension Period, as set out in paragraph 1 of the Extension Agreement.

EXECUTED at Mississauga, Ontario this 27 day of November, 2019.

~~Witness~~

~~Name: Walter P. Burych~~

  
SANDRA DEMARIA

# Tab F

THIS IS EXHIBIT "F" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

Court File No. CV-18-00608356-00CL

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

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**CONSENT**

The Applicant, Buduchnist Credit Union Limited, by its lawyers, and the Defendants, Carlo Demaria, 2321197 Ontario Inc., 2321198 Ontario Inc. and Vicar Homes Ltd., hereby consent to a Judgment in the form attached hereto as Schedule "A".

The lawyers for Buduchnist Credit Union Limited, and the Defendants Carlo Demaria, 2321197 Ontario Inc., 2321198 Ontario Inc. and Vicar Homes Ltd., respectively certify that no party to this application is under any disability.

DATED AT TORONTO, ONTARIO this 3<sup>rd</sup> day of January, 2020  
~~December, 2019~~

**DENTONS CANADA LLP**

Per: Barbara Grossman

Barbara Grossman  
Lawyers for the Applicant, Buduchnist  
Credit Union Limited

DATED AT TORONTO, ONTARIO this 3<sup>rd</sup> day of January, 2020  
~~December, 2019~~

**CARLO DEMARIA**

[Signature]

[Signature]  
Witness Name: Alisa Maro

DATED AT TORONTO, ONTARIO this 3<sup>rd</sup> day of January, 2020  
~~December, 2019~~

**2321197 ONTARIO INC.**

Per: Carlo De Maria

Name: Carlo De Maria  
Title: President

[Signature]  
Witness Name:

I have authority to bind the corporation.

DATED AT TORONTO, ONTARIO this 3<sup>rd</sup> day of January, 2020  
~~December, 2019~~

**2321198 ONTARIO INC.**

Per: Carlo De Maria

Name: Carlo De Maria  
Title: President

[Signature]  
Witness Name: Alisa Maro

I have authority to bind the corporation.

DATED AT TORONTO, ONTARIO this 3<sup>rd</sup> day of January, 2020  
~~December, 2019~~

**VICAR HOMES LTD.**

Per: Carlo De Maria

Name: Carlo De Maria  
Title: President

[Signature]  
Witness Name: Alisa Maro

I have authority to bind the corporation.

**SCHEDULE "A"**

Court File No. CV-18-00608356-00CL

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

THE HONOURABLE )  
JUSTICE ) , THE  
 ) DAY OF , 2019

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**JUDGMENT**

**THIS MOTION**, made by the Applicant, Buduchnist Credit Union Limited (“BCU”), on consent, for Judgment as against the Defendants, Carlo Demaria (“Carlo”), 2321197 Ontario Inc. (“197”), 2321198 Ontario Inc. (“198”) and Vicar Homes Ltd., (“Vicar Homes”), for the amounts owing in respect of BCU’s first and second mortgages registered against 211 Woodland Acres Crescent, Vaughan, Ontario, L6A 1G1 (the “Woodland Property”) as instrument number YR1534099 registered on August 16, 2010 (the “Woodland 1<sup>st</sup> Mortgage”) and instrument number YR1920510 registered on December 5, 2012 (the “Woodland 2<sup>nd</sup> Mortgage”, and together with the Woodland 1<sup>st</sup> Mortgage, the “Woodland Mortgages”), BCU’s mortgage registered against 87 Elm Grove, Richmond Hill, Ontario (the “Elm Property”) as instrument number YR2427027 on February 5, 2016 (the “Elm Mortgage”), BCU’s mortgage registered

- 2 -

against 46 Puccini Drive, Richmond Hill, Ontario (the “**Puccini Property**”) as instrument number YR2260847 on February 27, 2015 (the “**Puccini Mortgage**”) and certain indebtedness owing by Vicar Homes, as borrower, and Carlo, as guarantor under a guarantee and postponement of claim, dated April 1, 2015 (the “**Carlo Guarantee**”), to BCU under a line of credit granted by BCU to Vicar Homes (the “**Vicar Homes LOC**”), was read this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Consent of BCU, Carlo, 197, 198 and Vicar Homes, filed,

#### **ELM MORTGAGE**

1. **THIS COURT ORDERS** that 197 and Carlo shall pay to BCU the sum of \$2,413,959.87, plus interest from December 7, 2019, to the date of payment at BCU’s prime rate of interest in effect from time to time plus 0.5 per cent per year, payable monthly, in respect of the Elm Mortgage.

#### **PUCCINI MORTGAGE**

2. **THIS COURT ORDERS** that 198 and Carlo shall pay to BCU the sum of \$2,759,240.52, plus interest from December 7, 2019, to the date of payment at BCU’s prime rate of interest in effect from time to time plus 1.0 per cent per year, payable monthly, in respect of the Puccini Mortgage.

#### **VICAR HOMES LOC**

3. **THIS COURT ORDERS** that Vicar Homes shall pay to BCU in respect of the Vicar Homes LOC the sum of \$2,239,906.38, plus interest from December 7, 2019, to the date of payment at a rate of 22 per cent per year, payable monthly, in respect of that portion of the Vicar Homes LOC indebtedness in excess of \$2,080,000, and at the rate of 4.50 per cent per year, payable monthly, in respect of that portion of the Vicar Homes LOC indebtedness up to \$2,080,000.

4. **THIS COURT ORDERS** that Carlo shall pay to BCU the sum of \$1,029,991.33, plus interest from December 7, 2019, to the date of payment at the rate of 4.50 per cent per year, payable monthly, in respect of the Vicar Homes LOC.



- 3 -

### **WOODLAND MORTGAGES**

5. **THIS COURT ORDERS** that Carlo shall pay to BCU the sum of \$1,049,319.69, plus interest from December 7, 2019, to the date of payment at the rate of 4.50 per cent per year, payable monthly, in respect of the Woodland 1<sup>st</sup> Mortgage.

6. **THIS COURT ORDERS** that Carlo shall pay to BCU in respect of the Woodland 2<sup>nd</sup> Mortgage securing the indebtedness owing under the Vicar Homes LOC the sum of \$2,239,906.38, plus interest from December 7, 2019, to the date of payment at a rate of 22 per cent per year, payable monthly, in respect of that portion of the Woodland 2<sup>nd</sup> Mortgage indebtedness in excess of \$2,080,000, and at the rate of 4.50 per cent per year, payable monthly, in respect of that portion of the Woodland 2<sup>nd</sup> Mortgage indebtedness up to \$2,080,000.

7. **THIS COURT ORDERS** that BCU remains at liberty to obtain a separate Judgment for the relief claimed in the Notice of Application against Sandra Demaria as co-mortgagor in respect of the Woodland Mortgages.

### **RECEIVERSHIP PROCEEDS AND COSTS**

8. **THIS COURT ORDERS** that the entitlement to the net proceeds of the receiverships of the Elm Property, the Puccini Property and the Woodland Property, shall be determined by separate distribution Order made in the receivership proceedings on notice to all interested persons.

9. **THIS COURT ORDERS** that Carlo, 197, 198 and Vicar Homes shall pay BCU's costs of this Application referable to the Elm Property, the Puccini Property, the Woodland Property and the Vicar LOC in an amount to be agreed or determined by the Court in accordance with the terms of the Elm Mortgage, the Puccini Mortgage, the Vicar Homes LOC, the Carlo Guarantee and the Woodland Mortgages, and in accordance with paragraph 28 of the Third Amended and Restated Receivership Order dated February 22, 2019.

**THIS JUDGMENT BEARS INTEREST:**

- 4 -

with respect to the amount in paragraph 1 herein, at BCU's prime rate of interest in effect from time to time plus 0.5 per cent per year, payable monthly, commencing on the date hereof. BCU's prime rate of interest plus 0.5 per cent per year is currently 4.55 per cent per year;

with respect to the amount in paragraph 2 herein, at BCU's prime rate of interest in effect from time to time plus 1.0 per cent per year, payable monthly, commencing on the date hereof. BCU's prime rate of interest plus 1.0 per cent per year is currently 5.05 per cent per year;

with respect to the amounts in paragraphs 3 and 4 herein, at a rate of 22 per cent per year, payable monthly, in respect of that portion of the Vicar Homes LOC indebtedness in excess of \$2,080,000, and at the rate of 4.50 per cent per year, payable monthly, in respect of that portion of the Vicar Homes LOC indebtedness up to \$2,080,000, commencing on the date hereof;

with respect to the amount in paragraph 5 herein, at the rate of 4.50 per cent per year, payable monthly, commencing on the date hereof;

with respect to the amount in paragraph 6 herein, at a rate of 22 per cent per year, payable monthly, in respect of that portion of the Woodland 2<sup>nd</sup> Mortgage indebtedness in excess of \$2,080,000, and at the rate of 4.50 per cent per year, payable monthly, in respect of that portion of the Woodland 2<sup>nd</sup> Mortgage indebtedness up to \$2,080,000, commencing on the date hereof.

with respect to the costs amount in paragraph 9 herein, at the rate of 3.0 per cent per year commencing on the date that costs are quantified by agreement or by determination of the Court.

---

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**JUDGMENT**

**DENTONS CANADA LLP**

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**Kenneth Kraft (LSO # 31919P)**

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[kenneth.kraft@dentons.com](mailto:kenneth.kraft@dentons.com)

*Lawyers for Buduchnist Credit Union Limited*

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

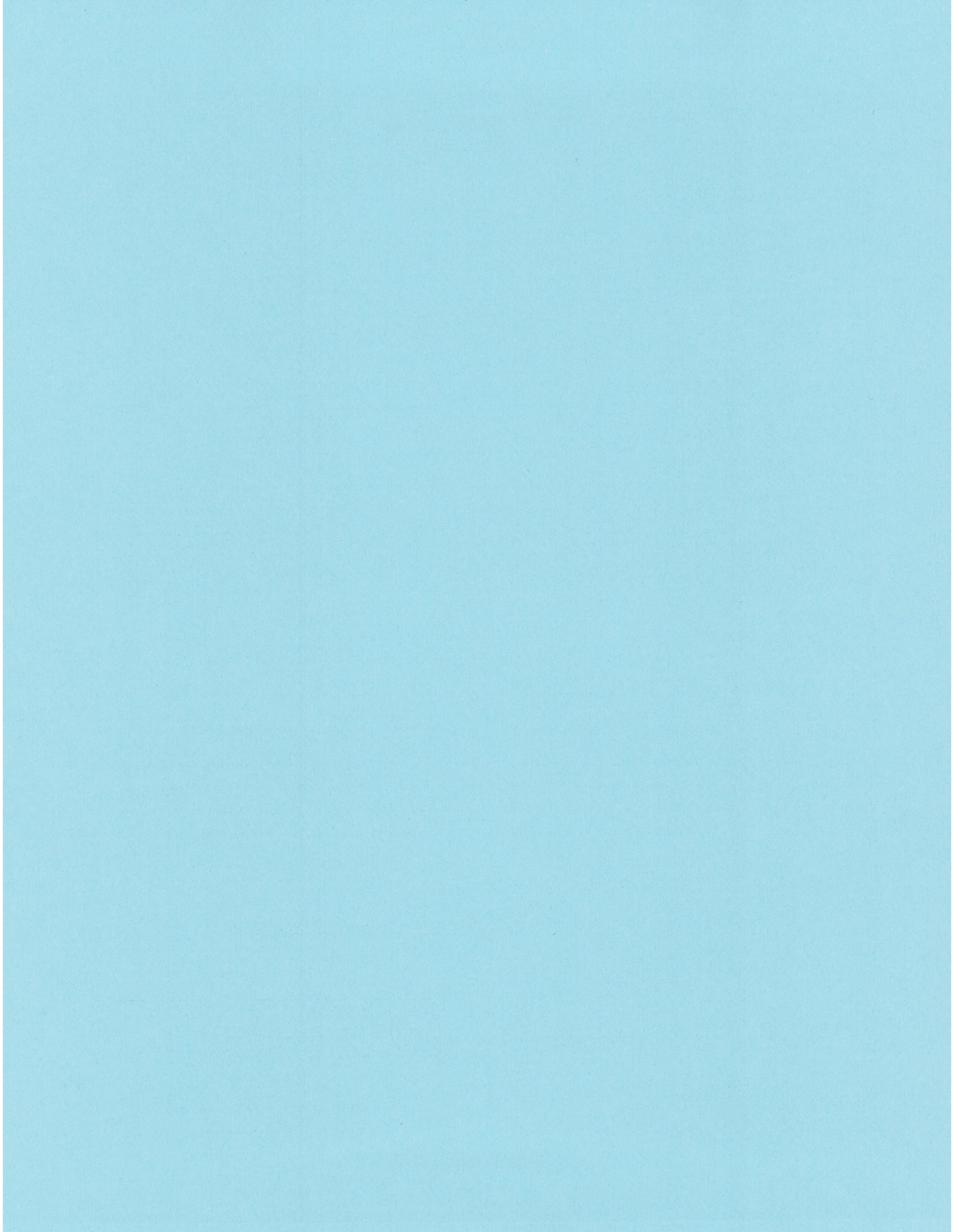
**CONSENT**

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*Lawyers for Buduchnist Credit Union Limited*



Court File No. CV-18-00608356-00CL

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

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**CONSENT**

The Applicant, Buduchnist Credit Union Limited, by its lawyers, and the Defendant, Carlo Demaria, hereby consent to a Judgment in the form attached hereto as Schedule "A".

The lawyers for Buduchnist Credit Union Limited, and the Defendant Carlo Demaria, respectively certify that no party to this application is under any disability.

DATED AT TORONTO, ONTARIO this 3rd day of January, 2020  
~~December, 2019~~

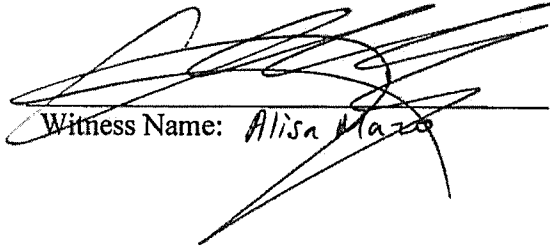
**DENTONS CANADA LLP**

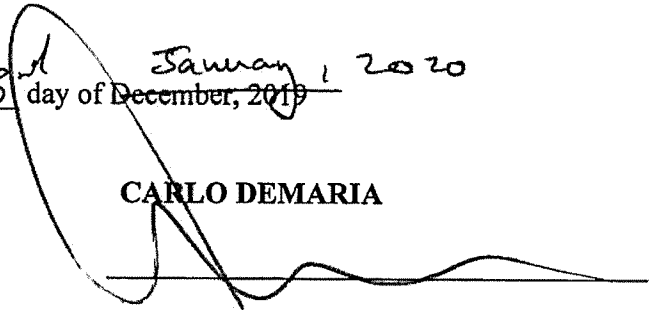
Per:



Barbara Grossman  
Lawyers for the Applicant, Buduchnist  
Credit Union Limited

DATED AT TORONTO, ONTARIO this 3<sup>rd</sup> day of January, 2020

  
Witness Name: Alisa Maza

  
**CARLO DEMARIA**

**SCHEDULE "A"**

Court File No. CV-18-00608356-00CL

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

THE HONOURABLE )  
JUSTICE ) DAY OF , 2019

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**JUDGMENT**

**THIS MOTION**, made by the Applicant, Buduchnist Credit Union Limited (“BCU”), on consent, for Judgment as against the Defendant, Carlo Demaria (“Carlo”), for the amounts owing in respect of BCU’s mortgage registered against 6216 Fifth Line RR #1, Egbert, Ontario (the “Cottage Property”) as instrument number SC431876 registered on April 28, 2006 and assigned to BCU pursuant to the Transfer of Charge registered against the Cottage Property on May 12, 2009 as instrument number SC734513 (collectively, the “Cottage Mortgage”), was read this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Consent of BCU and Carlo, filed,



- 2 -

1. **THIS COURT ORDERS** that Carlo shall pay to BCU the sum of \$207,393.29, plus interest from December 7, 2019, to the date of payment at the rate of 3.29 per cent per year, payable monthly, in respect of the Cottage Mortgage.

2. **THIS COURT ORDERS** that BCU remains at liberty to obtain a separate Judgment for the relief claimed in the Notice of Application against Sandra Demaria as co-mortgagor in respect of the Cottage Mortgage.

3. **THIS COURT ORDERS** that the entitlement to the net proceeds of the receivership of the Cottage Property shall be determined by separate distribution Order made in the receivership proceedings on notice to all interested persons.

4. **THIS COURT ORDERS** that Carlo shall pay BCU's costs of this Application referable to the Cottage Property in an amount to be agreed or determined by the Court in accordance with the terms of the Cottage Mortgage and in accordance with paragraph 28 of the Third Amended and Restated Receivership Order dated February 22, 2019.

**THIS JUDGMENT BEARS INTEREST** at a rate of 3.29 per cent per year, payable monthly, commencing on the date hereof.

---

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**JUDGMENT**

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*Lawyers for Buduchnist Credit Union Limited*

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

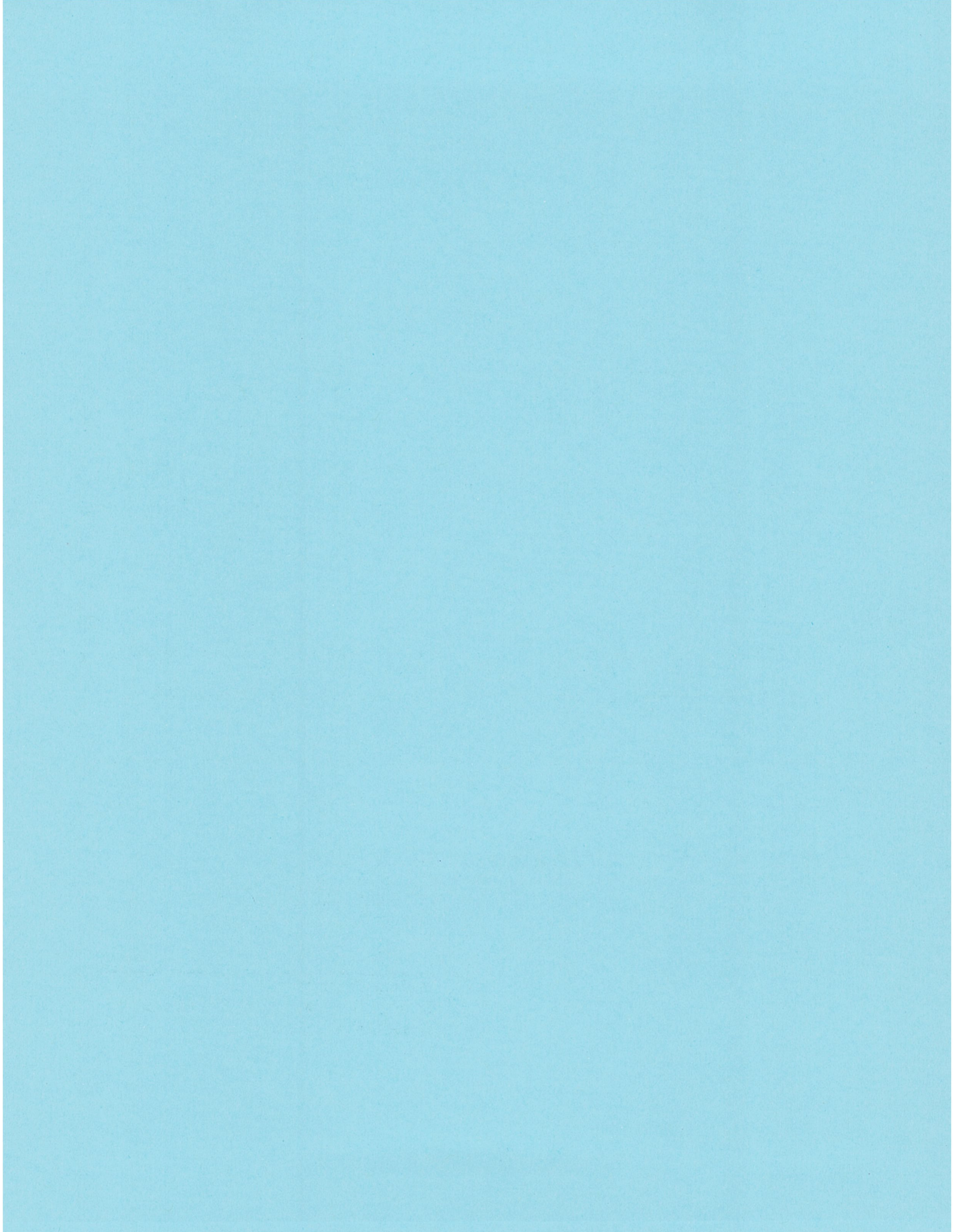
**CONSENT**

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*Lawyers for Buduchnist Credit Union Limited*



Court File No. CV-18-00608356-00CL

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

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**CONSENT**

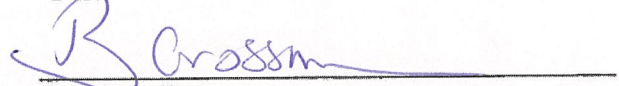
The Applicant, Buduchnist Credit Union Limited, by its lawyers, and the Defendant, Sandra Demaria, hereby consent to a Judgment in the form attached hereto as Schedule "A".

The lawyers for Buduchnist Credit Union Limited, and the Defendant Sandra Demaria, respectively certify that no party to this application is under any disability.

DATED AT TORONTO, ONTARIO this 6 day of <sup>January, 2020</sup> ~~December, 2019~~

**DENTONS CANADA LLP**

Per:

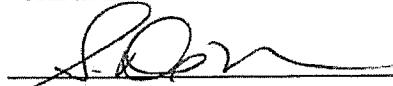


Barbara Grossman

Lawyers for the Applicant, Buduchnist  
Credit Union Limited

DATED AT TORONTO, ONTARIO this 6 day of ~~December, 2019~~ <sup>January 2020</sup>

SANDRA DEMARIA



Witness Name:

~~Walter P. Beupel~~

SCHEDULE "A"

Court File No. CV-18-00608356-00CL

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

THE HONOURABLE )  
JUSTICE ) DAY OF , 2019

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 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

**JUDGMENT**

**THIS MOTION**, made by the Applicant, Buduchnist Credit Union Limited ("BCU"), on consent, for Judgment as against the Defendant, Sandra Demaria ("**Sandra**"), for amounts owing in respect of BCU's first and second mortgages registered against 211 Woodland Acres Crescent, Vaughan, Ontario, L6A 1G1 (the "**Woodland Property**") as instrument number YR1534099 registered on August 16, 2010 (the "**Woodland 1<sup>st</sup> Mortgage**") and instrument number YR1920510 registered on December 5, 2012 (the "**Woodland 2<sup>nd</sup> Mortgage**") (together with the Woodland 1<sup>st</sup> Mortgage, the "**Woodland Mortgages**"), was read this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Consent of BCU and Sandra, filed,

1. **THIS COURT ORDERS** that Sandra shall pay to BCU the sum of \$1,049,319.69, plus interest from December 7, 2019, to the date of payment at the rate of 4.50 per cent per year, payable monthly, in respect of the Woodland 1<sup>st</sup> Mortgage.
2. **THIS COURT ORDERS** that Sandra shall pay to BCU in respect of the Woodland 2<sup>nd</sup> Mortgage the sum of \$2,239,906.38, plus interest from December 7, 2019, to the date of payment at a rate of 22 per cent per year, payable monthly, in respect of that portion of the Woodland 2<sup>nd</sup> Mortgage indebtedness in excess of \$2,080,000, and at the rate of 4.50 per cent per year, payable monthly, in respect of that portion of the Woodland 2<sup>nd</sup> Mortgage indebtedness up to \$2,080,000.
3. **THIS COURT ORDERS** that the entitlement to the net proceeds of the receivership of the Woodland Property shall be determined by separate distribution Order made in the receivership proceedings on notice to all interested persons.
4. **THIS COURT ORDERS** that Sandra shall pay BCU's costs of this Application referable to the Woodland Mortgages in an amount to be agreed or determined by the Court in accordance with the terms of the Woodland Mortgages and in accordance with paragraph 28 of the Third Amended and Restated Receivership Order dated February 22, 2019.

**THIS JUDGMENT BEARS INTEREST:**

with respect to the amount in paragraph 1 herein, at the rate of 4.50 per cent per year, payable monthly, commencing on the date hereof; and

with respect to the amount in paragraph 2 herein, at a rate of 22 per cent per year, payable monthly, in respect of that portion of the Woodland 2<sup>nd</sup> Mortgage indebtedness in excess of \$2,080,000, and at the rate of 4.50 per cent per year, payable monthly, in respect of that portion of the Woodland 2<sup>nd</sup> Mortgage indebtedness up to \$2,080,000, commencing on the date hereof.

with respect to the costs amount in paragraph 4 herein, at the rate of 3.0 per cent per year commencing on the date that costs are quantified by agreement or by determination of the Court.

---



**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**JUDGMENT**

**DENTONS CANADA LLP**  
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*Lawyers for Buduchnist Credit Union Limited*

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

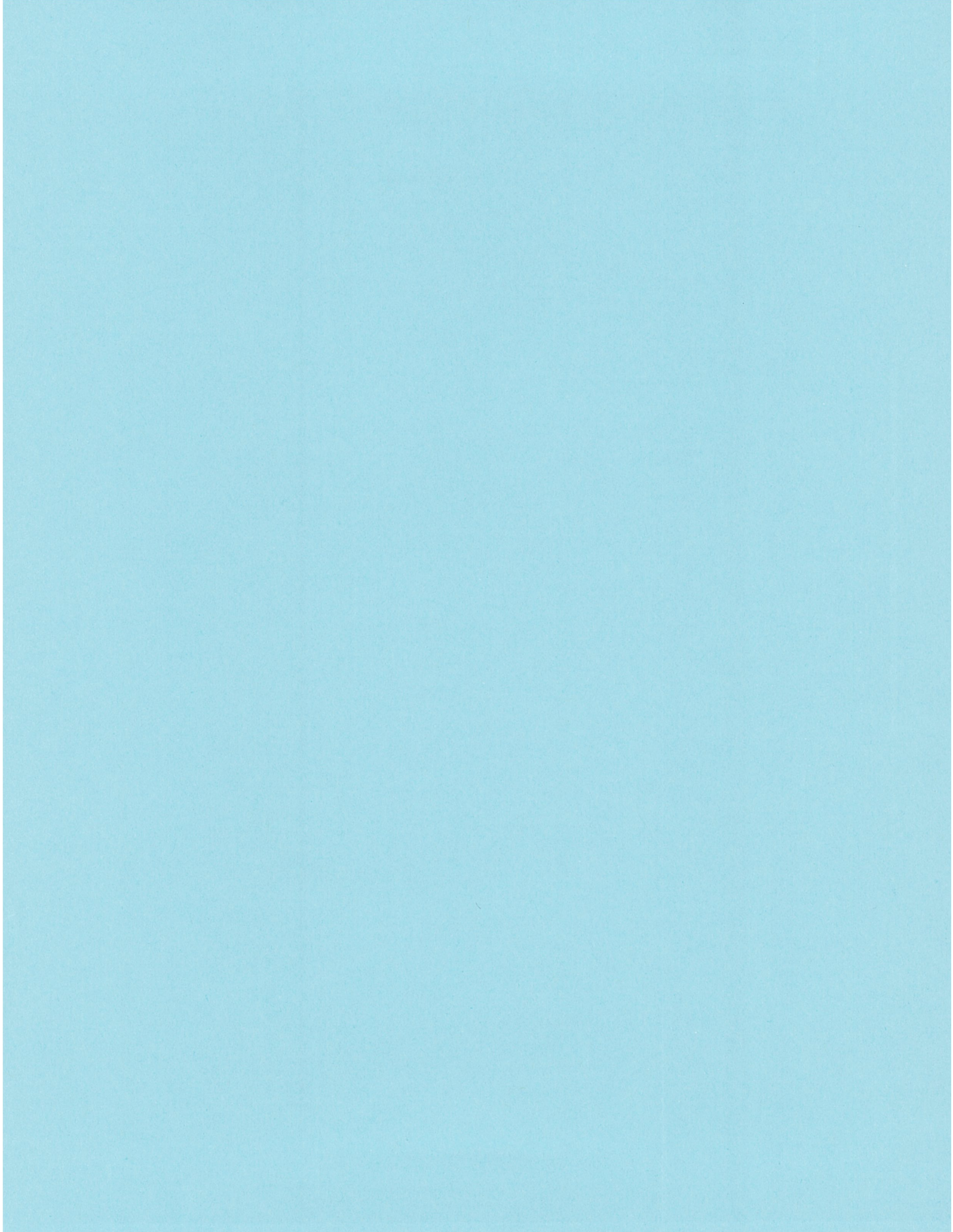
**CONSENT**

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*Lawyers for Buduchnist Credit Union Limited*



Court File No. CV-18-00608356-00CL

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

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and  
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY  
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JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**CONSENT**

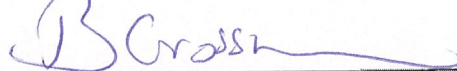
The Applicant, Buduchnist Credit Union Limited, by its lawyers, and the Defendant, Sandra Demaria, hereby consent to a Judgment in the form attached hereto as Schedule "A".

The lawyers for Buduchnist Credit Union Limited, and the Defendant Sandra Demaria, respectively certify that no party to this application is under any disability.

DATED AT TORONTO, ONTARIO this 6 day of <sup>January, 2020</sup> ~~December, 2019~~

**DENTONS CANADA LLP**

Per:



Barbara Grossman  
Lawyers for the Applicant, Buduchnist  
Credit Union Limited

DATED AT TORONTO, ONTARIO this 6 day of ~~December, 2019~~ *January 2020*

**SANDRA DEMARIA**



~~Witness Name:~~

~~*Walter P. Bunge*~~

SCHEDULE "A"

Court File No. CV-18-00608356-00CL

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

THE HONOURABLE ) , THE  
JUSTICE ) DAY OF , 2019

**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,  
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APPLICATION UNDER SUBSECTION 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

**JUDGMENT**

**THIS MOTION**, made by the Applicant, Buduchnist Credit Union Limited (“**BCU**”), on consent, for Judgment as against the Defendant, Sandra Demaria (“**Sandra**”), for amounts owing in respect of BCU’s mortgage registered against 6216 Fifth Line RR #1, Egbert, Ontario (the “**Cottage Property**”) as instrument number SC431876 registered on April 28, 2006 and assigned to BCU pursuant to the Transfer of Charge registered against the Cottage Property on May 12, 2009 as instrument number SC734513 (collectively, the “**Cottage Mortgage**”), was read this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Consent of BCU and Sandra, filed,

1. **THIS COURT ORDERS AND ADJUDGES** that Sandra shall pay to BCU the sum of \$207,393.29, plus interest from December 7, 2019, to the date of payment at the rate of 3.29 per cent per year, payable monthly, in respect of the Cottage Mortgage.

2. **THIS COURT ORDERS** that the entitlement to the net proceeds of the receivership of the Cottage Property shall be determined by separate distribution Order made in the receivership proceedings on notice to all interested persons.

3. **THIS COURT ORDERS** that Sandra shall pay BCU's costs of this Application referable to the Cottage Property in an amount to be agreed or determined by the Court in accordance with the terms of the Cottage Mortgage and in accordance with paragraph 28 of the Third Amended and Restated Receivership Order dated February 22, 2019.

**THIS JUDGMENT BEARS INTEREST** at a rate of 3.29 per cent per year, payable monthly, commencing on the date hereof.

---

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**JUDGMENT**

**DENTONS CANADA LLP**  
77 King Street West, Suite 400  
Toronto-Dominion Centre  
Toronto, ON M5K 0A1  
[Insolvency.Toronto@dentons.com](mailto:Insolvency.Toronto@dentons.com)

**Barbara Grossman (LSO # 20947K)**  
Tel: (416) 863-4417  
Fax: (416) 863-4592  
[barbara.grossman@dentons.com](mailto:barbara.grossman@dentons.com)

**Kenneth Kraft (LSO # 31919P)**  
Tel: (416) 863-4374  
[kenneth.kraft@dentons.com](mailto:kenneth.kraft@dentons.com)

*Lawyers for Buduchnist Credit Union Limited*



**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**CONSENT**

**DENTONS CANADA LLP**  
77 King Street West, Suite 400  
Toronto-Dominion Centre  
Toronto, ON M5K 0A1  
[Insolvency.Toronto@dentons.com](mailto:Insolvency.Toronto@dentons.com)

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**Kenneth Kraft (LSO # 31919P)**  
Tel: (416) 863-4374  
[kenneth.kraft@dentons.com](mailto:kenneth.kraft@dentons.com)

*Lawyers for Buduchnist Credit Union Limited*

**Tab G**

THIS IS EXHIBIT "G" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.



# LOOPSTRA NIXON LLP

BARRISTERS AND SOLICITORS

Michael B. McWilliams\*

\*Michael B. McWilliams Professional Corporation

Direct Line: 416-748-4766

E-mail: mmcwilliams@loonix.com

February 3, 2016

Buduchnist Credit Union Limited  
2280 Bloor Street West  
Toronto, Ontario  
M6S 1N9

Buduchnist Credit Union Limited  
1891 Rathburn Road East  
Mississauga, Ontario  
L4W 3Z3

Attention: Oksana Prociuk  
*Hand-delivered, and sent by email*

Attention: Branch Manager  
*Hand-delivered*

Dentons LLP  
Barristers and Solicitors  
77 King Street West  
Suite 400  
Toronto, Ontario  
M5K 0A1

Attention: Barbara Grossman  
*Sent by email.*

Dear Sirs and Mesdames:

Re: Trade Capital Finance Corp. and Peter Cook et al  
Re: The Cash House Inc. and 1160376 Ontario Limited  
Our File No. TCFC010

As you may recall, on May 6, 2015, the order of the Honourable Justice Ricchetti dated May 6, 2015 ("Mareva Order"), was served upon you. A copy of the Mareva Order and cover letter are attached as Schedule A.

**Additional accounts to be frozen by Court Order**

We have recently been provided with information that leads us to conclude that the accounts below should be immediately frozen by the Mareva Order, in addition to all



accounts already frozen. It is our position that the Mareva Order requires you to freeze these accounts immediately.

- Account number 63457 at the Mississauga branch of Buduchnist Credit Union Limited ("BCU"), being an account held by and in the name of Cash House Armoured Transport and Services ("CHATS"). We understand this account is divided in two sub-accounts. Each should be frozen.
- Account number 69380 at the Mississauga branch of BCU, being an account held by 2454904 Ontario Inc. but in the name of CHATS. We understand this account is divided in seven sub-accounts. Each should be frozen.

("Accounts")

If there is any delay in freezing the Accounts we will hold you liable for any damages caused to our client thereby.

#### Analysis supporting freezing Accounts

The analysis in support of our position is below.

The Cash House Inc. ("Cash House") is a "Mareva Defendant" under the Mareva Order. You will note that the Mareva Order freezes:

- *all assets of each Mareva Defendant, whether or not they are in such Defendant's own name and whether they are solely or jointly owned or whether the assets are held in trust for the Defendant.*

An order in aid of the Mareva Order was made by the Honourable Justice MacKenzie on January 21, 2016 ("January Order"). A copy of the endorsement is attached as Schedule B (the formal order is still being taken out). Paragraph 55(d) of that endorsement requires:

*the Cash House, Osman Khan and 245 shall within seven days of this Order serve on Trade Capital and file with the Court a sworn statement listing all accounts at any bank, financial institution or other entity into which any money in which the Cash House has or had a legal or beneficial interest, was deposited or withdrawn since May 6, 2015 and shall provide the full particulars of each account including the name of each account holder, the account numbers, the name of the bank, financial institution or entity, and the branch location.*

The Cash House disclosed each of the Accounts pursuant to the January Order in a sworn statement of Osman Khan attached as Schedule C. Hence, the Accounts contain money in which the Cash House has a legal or beneficial interest and the Accounts and money contained therein are frozen by the Mareva Order.

We again emphasize that any person who knows of the Mareva Order and does anything which helps or permits anyone to breach the terms of this Mareva Order may be held to be in contempt of Court and may be imprisoned, fined or have their assets seized.



You are advised to consult your lawyers (who have been copied on this correspondence) as soon as possible.

Please feel free to contact the undersigned with any questions or concerns.

Yours truly,

LOOPSTRA NIXON LLP

Per:

Michael B. McWilliams

MBM/ac

Enclosure

cc Trade Capital Finance Corp.

SCHEDULE A



# LOOPSTRA NIXON LLP

BARRISTERS AND SOLICITORS

Michael B. McWilliams\*

\*Michael B. McWilliams Professional Corporation

Direct Line: 416-748-4766

E-mail: mmcwilliams@loonix.com

May 6, 2015

**SENT BY E-MAIL**

Dentons LLP  
77 King Street West, Suite 400  
Toronto, Ontario  
M5K 0A1

Attention: Barbara Grossman

Dear Ms. Grossman

**Re: Trade Capital Finance Corp. and Peter Cook et al**  
**Re: Buduchnist Credit Union Limited**  
**Our File No. TCFC010**

---

Enclosed please find the Mareva Order of Justice Ricchetti dated May 6, 2015 ("Mareva Order"), which is served upon you pursuant to the *Rules of Civil Procedure*. A copy of this Mareva Order has been served personally on your client, Buduchnist Credit Union Limited.

Please read the Mareva Order carefully and in its entirety. The Mareva Order requires that your client forthwith freeze and prevent any removal or transfer of monies or assets of the individuals and corporations referred to in the Mareva Order held in any account or on credit for or on behalf of them. Your client may continue to accept deposits into the frozen accounts.

Any person who knows of this Order and does anything which helps or permits anyone to breach the terms of this Mareva Order may be held to be in contempt of Court and may be imprisoned, fined or have their assets seized.

Please feel free to contact the undersigned with any questions or concerns.





Yours truly,

LOOPSTRA NIXON LLP

Per,

A handwritten signature in black ink, appearing to read 'Michael B. McWilliams', written over a horizontal line.

Michael B. McWilliams

MBM/ac  
Enclosure  
cc Trade Capital Finance Corp.

Court File No.: CV-15-2110-00

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE )  
RICCHETTI )  
)

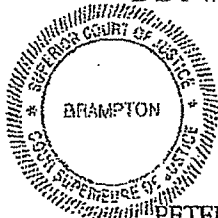
WEDNESDAY, THE 6TH  
DAY OF MAY, 2015

BETWEEN:

TRADE CAPITAL FINANCE CORP.

Plaintiff

- and -



PETER COOK also known as PETER WILLIAM COOK, MARC D'AOUST also known as  
JEAN MARC D'AOUST, THOMAS BARKER also known as THOMAS RICHARD BARKER  
(personally and carrying on business as LC EXCHANGE, GLOBAL MEDICAL and  
GREENLINK CANADA GROUP), ROCKY RACCA, BRUNO DIDIOMEDE also known as  
BRUNO DIAIOMEDE, ALAN KEERY also known as ALAN JOHN KEERY, CHRIS  
BENNETT JR. also known as CHRIS BENNETT also known as CHRISTOPHER BENNETT  
(personally and carrying on business as CJR CONSULTING), TODD CADENHEAD,  
DAYAWANSA WICKRAMASINGHE, BONNY LOKUGE also known as DON BONNY  
LOKUGE, VIRTUCALL INC., VIRTUCALL INTERNATIONAL LLC, DEBT RESOLVE-  
MORTGAGE FUNDING SOLUTIONS INC. carrying on business as DEBTRESOLVE INC.,  
THE CASH HOUSE INC., 1160376 ONTARIO LIMITED operating as THE CASH HOUSE,  
2242116 ONTARIO INC. carrying on business as SUPERIOR MEDICAL SERVICES INC. and  
SUPERIOR MEDICAL SERVICES, CARLO DE MARIA also known as CARLO VINCE DE  
MARIA also known as CARLO VINCENT DE MARIA also known as CARLO VINCENZO  
DE MARIA, MATTEO PENNACCHIO, FRANK ZITO also known as FRANCESCO ZITO,  
SIMONE SLADKOWSKI, JOBEC TRADE FINANCE INC., 1461350 ONTARIO INC.,  
2299430 ONTARIO INC., WF CANADA LTD., JOBEC INVESTMENTS RT LTD., GREEN  
LINK CANADA INC., 2339989 ONTARIO INC., 2252364 ONTARIO INC., 2224754  
ONTARIO LTD., 6980023 CANADA INC. operating as LIVING BENEFITS  
and MILLWALK ENTERPRISES INC.

Defendants

ORDER

- 2 -

NOTICE

If you, as a Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least five (5) days notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

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

THIS MOTION, brought without notice by the Plaintiff, TRADE CAPITAL FINANCE CORP., for an an interim Order in the form of a *Mareva* injunction restraining each of the Defendants, Peter Cook also known as Peter William Cook, Marc D'Aoust also known as Jean Marc D'Aoust, Thomas Barker also known as Thomas Richard Barker (personally and carrying on business as LC Exchange, Global Medical and Greenlink Canada Group), Rocky Racca, Bruno Didiomede also known as Bruno Diaiomede, Alan Keery also known as Alan John Keer, ;, Chris Bennett Jr. also known as Chris Bennett also known as Christopher Bennett (personally and carrying on business as CJR Consulting), Todd Cadenhead, Virtucall Inc., Debt Resolve-Mortgage Funding Solutions Inc. carrying on business as Debtresolve Inc., 2242116 Ontario Inc. carrying on business as Superior Medical Services Inc. and Superior Medical Services, The Cash House Inc., 1160376 Ontario Inc., Carlo De Maria also known as Carlo Vince De Maria also known as Carlo Vince De Maria also known as Carlo Vincenzo De Maria, Matteo Pennacchio, Frank Zito also known as Francesco Zito, Simone Sladkowski also known as Simona Sladkowski, Jobec Trade Finance Inc., 1461350 Ontario Inc., 2299430 Ontario Inc., WF Canada Limited, Jobec Investments RT Ltd., Green Link Canada Inc., 2339989 Ontario Inc., 2252364 Ontario Inc. and Millwalk Enterprises Inc. (collectively the "Mareva Defendants"), from dissipating their assets and other relief, was heard on May 4, 2015 at the Brampton Courthouse, 7755 Hurontario Street, Brampton Ontario.

- 3 -

ON READING the Affidavits of Darcy Thompson sworn April 30, 2015 and May 4, 2015, the Affidavit of Kevin D. Bousquet sworn April 27, 2015, and the Affidavit of Catherine Herring sworn April 27, 2015, and on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order as set out in the Guarantee of Parkview Capital TCFC Inc. dated April 29, 2015,

**Mareva Injunction**

1. **THIS COURT ORDERS** that each Mareva Defendant and its servants, employees, agents, assigns, officers, directors, affiliates and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

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

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

- 4 -

#### Ordinary Living Expenses

3. **THIS COURT ORDERS** that any Defendant may apply for an order, on at least five (5) days notice to the Plaintiff, specifying the amount of funds which such Mareva Defendant seeks to have exempted from this Order as being needed and required by the Mareva Defendant for his/its ordinary living expenses and legal advice and representation.

#### Disclosure of Information

4. **THIS COURT ORDERS** that each Mareva Defendant prepare and provide to the Plaintiff's counsel of record within ten (10) days of the date of service of this Order, a sworn statement describing, in detail, the nature, value, and location of all assets worldwide, whether in his/its own name or not and whether solely or jointly owned, whether owned directly or indirectly and including any assets held in trust for the Mareva Defendant providing the sworn statement.

5. **THIS COURT ORDERS** that each Mareva Defendant submit to examinations under oath within thirty (30) days of the delivery by such Mareva Defendant of the aforementioned sworn statements or by such later date as may be confirmed by the Plaintiff's counsel of record. The Mareva Defendant shall bring to the said examination all original books, records and other documents relating to all financial affairs and assets of the said Mareva Defendant.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate a particular Mareva Defendant, such Mareva Defendant shall immediately seek an order within forty eight (48) hours permitting the Mareva Defendant not to answer the question or provide the information required to be provided herein or, alternatively, an order that any answer or information provided in accordance with this order shall not be admissible in any criminal proceedings in Canada, failing which, the Mareva Defendant shall answer any and all relevant questions regarding his/its financial affairs and assets.

- 5 -

### Third Parties

7. **THIS COURT ORDERS** The Toronto-Dominion Bank also known as TD Canada Trust, The Bank of Nova Scotia also known as Scotiabank, Canadian Imperial Bank of Commerce also known as CIBC, Royal Bank of Canada also known as RBC, Bank of Montreal also known as BMO, City Savings and Credit Union Limited and the Buduchnist Credit Union Limited (the "Financial Institutions") to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Defendants held in any account or on credit or on behalf of any Mareva Defendant with the Financial Institutions, including but not limited to the accounts listed in Schedule "A" hereto.

8. **THIS COURT ORDERS** that the Financial Institutions forthwith disclose and deliver up to the Plaintiff any and all records held by the Financial Institutions, and not already delivered to the Plaintiff, in any way relating to the Mareva Defendants whether such documentation includes information relating to assets and accounts other than those listed in Schedule "A" hereto or disclose the existence, nature, value and location of any other monies or assets or credit, wherever situate, held by or on behalf of the Mareva Defendants.

### Alternative Payment of Security into Court

9. **THIS COURT ORDERS** that this Order will cease to have effect as against the Mareva Defendants if the Mareva Defendants, or any of them, deposit with the Accountant of the Superior Court of Justice to the credit of this action in total the sum of \$10,000,000.00 (CDN).

### Variation, Discharge or Extension of Order

10. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply, to the Court, to vary or discharge this order, on five (5) days' notice to the Plaintiff and all other parties.

11. **THIS COURT ORDERS** that this Order will be brought back before the Judge who issued this Order on May 19, 2015 at 9:00 a.m. All motions or applications to vary or discharge this Order, or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order with the exception of:

- 9 -

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
Meridian Credit Union Limited	Jackson Square 2 King Street West Hamilton, Ontario L8P 1A1	Bruno Didiomede	00842-037-7454903
TD Mutual Funds TD Investment Services Inc. Toronto-Dominion Bank	55 King Street West Toronto, Ontario M5K 1A2	Bruno Didiomede	0004-10202- 06905235875 91 479 5510439
Manulife Bank of Canada Royal Bank of Canada	8 Prince Andrew Place Don Mills, Ontario M3C 2B4	Bruno Didiomede	0003-02234- 000009930769
TD Canada Trust	981 Taunton Road East Oshawa, Ontario L1H 7K5	Peter Cook	3202-n/a
Bank of Nova Scotia	544 Bedford Street Barrie, Ontario L4M 5A2	Alan Keery	85092
Royal Bank of Canada	7481 Woodbine Avenue Markham, Ontario L3R 2W1	Jobec Trade Finance Inc.	3012-0003-1029909
Canadian Imperial Bank of Commerce	1700 Wilson Avenue North York, Ontario M3L 1B2	Rocky Racca	00922
Buduchnist Credit Union Limited	1891 Rathburn Road East Mississauga, Ontario L4W 3Z3	The Cash House Inc.	1163457311
Bank of Nova Scotia	8565 Highway 27 Vaughan, Ontario L4L 1A7	Francesco Zito	42952-0045624
Bank of Nova Scotia	14720 Yonge Street Aurora, Ontario L4G 7H8	Tom Barker	10132
Royal Bank of Canada	7481 Woodbine Avenue Markham, Ontario L3R 2W1	Jobec Trade Finance Inc.	03012-4002010
Canadian Imperial Bank of Commerce	7220 Kennedy Road Markham, Ontario L3R 7P2	Matteo Pennacchio	03232

- 10 -

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
TD Canada Trust	n/a	Todd Cadenhead	01238400
Wells Fargo Bank, N.A.	n/a	Marc D'Aoust	1221-0527-84 1221-0537-84



**SCHEDULE B**

COURT FILE NO.: CV-15-2110-00  
DATE: 2016 01 21

SUPERIOR COURT OF JUSTICE - ONTARIO

BETWEEN:

RE:

TRADE CAPITAL FINANCE CORP.

Plaintiff

- and -

PETER COOK also known as PETER WILLIAM COOK, MARC D'AOUST also known as JEAN MARC D'AOUST, THOMAS BARKER also known as THOMAS RICHARD BARKER (personally and carrying on business as LC EXCHANGE, GLOBAL MEDICAL and GREENLINK CANADA GROUP), ROCKY RACCA, BRUNO DIDIOMEDE also known as BRUNO DIAIOMEDE, ALAN KEERY also known as ALAN JOHN KEERY, CHRIS BENNETT JR. also known as CHRIS BENNETT also known as CHRISTOPHER BENNETT (personally and carrying on business as CJR CONSULTING), TODD CADENHEAD, DAYAWANSA WICKRAMASINGHE, BONNY LOKUGE also known as DON BONNY LOKUGE, VIRTUCALL INC., VIRTUCALL INTERNATIONAL LLC, DEBT RESOLVE-MORTGAGE FUNDING SOLUTIONS INC. carrying on business as DEBTRESOLVE INC., THE CASH HOUSE INC., 1160376 ONTARIO LIMITED operating as THE CASH HOUSE, 2242116 ONTARIO INC. carrying on business as SUPERIOR MEDICAL SERVICES INC. and SUPERIOR MEDICAL SERVICES, CARLO MR. DE MARIA also known as CARLO VINCE DE MARIA also known as CARLO VINCENT MR. DE MARIA also known as CARLO VINCENZO MR. DE MARIA, MATTEO PENNACCHIO, FRANK ZITO also known as FRANCESCO, ZITO, SIMONE, SLADKOWSKI, JOBEC TRADE FINANCE INC., 1461350-ONTARIO INC., 2299430-ONTARIO INC., WF CANADA LTD., JOBEC INVESTMENTS RT LTD., GREEN LINK CANADA INC., 2339989 ONTARIO INC., 2252364 ONTARIO INC., 2224754 ONTARIO LTD., 6980023 CANADA INC. operating as LIVING BENEFITS and MILLWALK ENTERPRISES INC.

Defendants

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ENDORSEMENT RE: RULING ON CONTEMPT MOTION

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MacKenzie J.

COURT FILE NO.: CV-15-2110-00  
DATE: 2016 01 21

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: TRADE CAPITAL FINANCE CORP.

Plaintiff

- and -

PETER COOK also known as PETER WILLIAM COOK, MARC D'AOUST also known as JEAN MARC D'AOUST, THOMAS BARKER also known as THOMAS RICHARD BARKER (personally and carrying on business as LC EXCHANGE, GLOBAL MEDICAL and GREENLINK CANADA GROUP), ROCKY RACCA, BRUNO DIDIO MEDE also known as BRUNO DIAIOMEDE, ALAN KEERY also known as ALAN JOHN KEERY, CHRIS BENNETT JR. also known as CHRIS BENNETT also known as CHRISTOPHER BENNETT (personally and carrying on business as CJR CONSULTING), TODD CADENHEAD, DAYAWANSA WICKRAMASINGHE, BONNY LOKUGE also known as DON BONNY LOKUGE, VIRTUCALL INC., VIRTUCALL INTERNATIONAL LLC, DEBT RESOLVE-MORTGAGE FUNDING SOLUTIONS INC. carrying on business as DEBTRESOLVE INC., THE CASH HOUSE INC., 1160376 ONTARIO LIMITED operating as THE CASH HOUSE, 2242116 ONTARIO INC. carrying on business as SUPERIOR MEDICAL SERVICES INC. and SUPERIOR MEDICAL SERVICES, CARLO MR. DE MARIA also known as CARLO VINCE DE MARIA also known as CARLO VINCENT MR. DE MARIA also known as CARLO VINCENZO MR. DE MARIA, MATTEO PENNACCHIO, FRANK ZITO also known as FRANCESCO ZITO, SIMONE SLADKOWSKI, JOBEC TRADE FINANCE INC., 1461350 ONTARIO INC., 2299430 ONTARIO INC., WF CANADA LTD., JOBEC INVESTMENTS RT LTD., GREEN LINK CANADA INC., 2339989 ONTARIO INC., 2252364 ONTARIO INC., 2224754 ONTARIO LTD., 6980023 CANADA INC. operating as LIVING BENEFITS and MILLWALK ENTERPRISES INC.

Defendants

BEFORE: MACKENZIE J.

COUNSEL: Peter W. G. Carey and Christopher R. Lee, for the Plaintiff

Andrew Parley and Laura E. Robinson, for the Defendants, The Cash House Inc., and non-parties Osman Khan and 2454904 Ontario Inc.

HEARD: December 4 and 11, 2015 and January 8, 2016

2.

ENDORSEMENT RE: CONTEMPT MOTION BY PLAINTIFF AGAINST  
DEFENDANT THE CASH HOUSE INC. (CASH HOUSE) AND NON-PARTIES  
OSMAN KHAN (KHAN) AND 2454904 ONTARIO INC. (245)

*Introduction*

[1] The plaintiff has made a motion for an order finding the Cash House, Khan and 245 in contempt of a Mareva Order made by Mr. Justice Ricchetti on May 6, 2015. For ready reference, a copy of the Mareva Order is appended to this endorsement but a brief summary of the salient features of the same is in order by way of overview and background to this contempt proceeding.

*The Structure of the Mareva Order*

[2] In the introductory part of the Mareva Order the following paragraphs appear:

NOTICE

If you, as a defendant, disobey this order you may be held in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on 10 days' notice to the plaintiff for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits any Defendant to breach the terms of this order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized. (see page 2)

[3] Cash House is one of the named Defendants, all of whom are collectively referred to as the "Mareva Defendants" (See page 2).

[4] The injunctive relief begins under the heading "Mareva Injunction": paragraph 1 stipulates that each Mareva defendant, including Cash House as a named defendant, and its servants, employees, agents, assigns officers, directors, affiliates and anyone else acting on their behalf or in conjunction with

3.

any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of any of the Mareva defendants that are located in Canada or the United States, including but not limited to the assets and accounts listed in Schedule "A" hereto.
- b) instructing, requesting, request counselling, demanding or encouraging any other person to do so; and
- c) facilitating, assisting in aiding, abetting or participating in any acts the effect of which is to do so. See page 3

[5] The injunctive relief in paragraph 1 is further expanded by paragraph 2 in the following terms:

This court orders that paragraph 1 applies to all of the assets of each Mareva defendant whether or not they are in such defendant's own name and whether they are solely or jointly owned or whether the assets are held in trust for the defendant. For purposes of this order, defendants' assets include any assets which such defendant has the power, directly or indirectly, to dispose of or deal with as if it were such defendant's own. A defendant is to be regarded as having such power if a third party holds or controls the assets in accordance with such defendant's direct or indirect instructions. (emphasis added); see page 3

[6] The Mareva Order deals with the disclosure of information in paragraphs 4 and 5, in the following terms:

4 This court orders that each Mareva Defendant prepare and provide to counsel of record within ten (10) days of the date of service of this order, a sworn statement describing, in detail, the nature, value and location of all assets worldwide whether in his/its own name or not and whether solely or jointly owned, whether owned directly or indirectly and including any assets held in trust for the Mareva Defendant providing the sworn statement.

5 This court orders that each Mareva Defendant submit to examinations under oath within 30 days of the delivery by such Mareva Defendant of the aforementioned sworn statements or by such later date as may be confirmed

4.

by the plaintiffs' counsel of record. The Mareva Defendants shall bring to the said examination all original books, records and other documents relating to all financial affairs and assets of the said Mareva Defendant. See page 4.

[7] The Mareva Order provides for its variation, discharge or extension in the following paragraphs:

10 This court orders that anyone served with or notified of this Order may apply, to the court, to vary or discharge this order, on five days' notice to the plaintiff and all other parties.

11 This court orders that this Order will be brought back before the judge who issued this order on May 19, 2015 at 9:00 a.m. All motions or applications to vary or discharge this order or arising out the issuance or enforcement of this order shall be heard by the judge who issued this order with exception of:

- a) urgent matters for which the judge is not available; or
- b) as otherwise directed by the judge.

See page 5.

[8] It is not in issue that the Mareva Order was served together with the statement of claim in the action and the electronic version of the motion record and supporting materials on Cash House on May 8, 2015: see email by the counsel for the Cash House and other defendants to counsel for the plaintiff herein. (Reference, Plaintiffs' motion record, Tab 2-E, page 59)

*Follow-on events*

[9] Cash House, in pursuance of paragraphs 10 and 11 of the Mareva Order, above, moved before Mr. Justice Ricchetti on May 19, 2015 at 10:00 a.m. to set aside or vary the Mareva Order as it related to Cash House. In support of this motion, the then counsel of the Cash House served and filed an affidavit by Osman Khan. This affidavit is noteworthy in that Mr. Khan states that he is the owner of Cash House and, among other things, denied any direct knowledge by him of the alleged underlying fraud that is the subject of the action, stating in effect there is no evidentiary foundation for the relief in the Mareva Order applying to the Cash House. In his affidavit, he seeks to supply a detailed

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statement outlining the nature, value and location of all the Cash House's worldwide assets. (see paragraph 6)

[10] On May 19<sup>th</sup>, 2015 Cash House's motion at their request was adjourned to May 29<sup>th</sup>, 2015 on terms setting out scheduling for the exchange of materials and cross-examination on affidavit materials filed.

[11] A supplementary motion record was filed, comprising an affidavit sworn by Osman Khan on May 22<sup>nd</sup>, 2015. Among other things, Mr. Khan denies any knowledge of the plaintiffs' allegations respecting any money negotiations by Cash House on the basis that he was not an owner, officer or director of Cash House at the material time. He was in due course cross-examined on both the May 15 and May 22, 2015 affidavits.

[12] The motion by Cash House to set aside or vary the Mareva Order was heard by Justice Ricchetti on June 1, 2015, and dismissed by him in an Endorsement dated June 10, 2015. In his May 15, 2015 affidavit, Mr. Khan recognizes his obligation to supply all relevant information respecting the assets of Cash House. In the course of his cross-examination on his affidavit, he acknowledges the existence of 245, which he incorporated on or about February 23, 2015 and in respect of which he is the sole director and officer. This corporation is significant in context: Mr. Khan's position is that utilizing 245, he purchased Cash House on or about February 27, 2015 and he is now the sole shareholder of Cash House. This is reflected in a Corporation Profile report which indicates Mr. Khan has been the corporation's sole director and officer since March 27, 2015. In his endorsement dated June 10, 2015, Justice Ricchetti alluded to this in the following words:

[Mr. Khan] has deliberately breached the Mareva Order. Mr. Khan opened a new undisclosed bank account to operate the Cash House business and has continued to operate that business from that bank account in the normal fashion without regard to the Mareva Order. Mr. Khan failed to disclose this account in his affidavit when he listed the Cash House's bank accounts in his May 15, 2015 affidavit where he stated he was "describing in detail the nature,

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value and location of all of The Cash House Inc.'s worldwide assets". This information only came to light during his cross-examination.

- No appeal was taken by the Cash House nor Mr. Khan by way of a leave application for appellate review of Justice Ricchetti's decision as set out in the above endorsement.

[13] Subsequent to the endorsement of Justice Ricchetti on June 10, 2015, various attempts were made on behalf of the plaintiff through counsel to obtain production of information, namely, books, records and documents pertaining to the financial affairs and assets of Cash House, including the examination under oath prescribed under paragraph 5 of the Mareva Order. Correspondence was exchanged in September 2015 without a date being fixed for such examination of Mr. Khan on behalf of the Cash House. Failing agreement as to a fixed date, counsel for the plaintiff scheduled an examination of Mr. Khan in that capacity for October 27, 2015 and served a notice of such examination on his counsel. Notwithstanding communication between then counsel for Mr. Khan and counsel for the plaintiff, Mr. Khan failed to attend the scheduled examination on October 27<sup>th</sup>, 2015 and plaintiff's counsel obtained a certificate of non-attendance.

[14] The matter came before me in relation to the subject motion for contempt against Cash House, Mr. Khan and 245 on December 4, 2015. In addition to other terms, I ordered that Cash House, Mr. Khan and 245 were to deliver to counsel for the plaintiff an updated list of assets of Cash House together with all current supporting documents on or before 5:00 p.m. on Wednesday, December 7, 2015. Mr. Khan was also ordered on December 4, 2015 to attend on December 11, 2015 for his examination pursuant to paragraph 5 of the Mareva Order. In the event, Mr. Khan's present counsel only delivered non-current documents relating to the bank accounts of Cash House and no documents for the accounts of 245. Mr. Khan attended physically at the examination scheduled for December 11, 2015 but did not produce the



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documents that were subject to the Mareva Order and further stipulated in the December 4, 2015 order.

*The Issues*

[15] Counsel for the plaintiff in his factum frames the issues in this contempt motion in the following terms:

1. What is the procedure on a civil contempt motion?
2. What is the test for finding liability for contempt?
3. Does the Mareva Order state clearly and unequivocally what should and should not be done?
4. Did the Cash House, Mr. Khan and 245 have actual knowledge of the Mareva Order?
5. Did the Cash House, Mr. Khan and 245 intentionally do any act prohibited by the Mareva Order or intentionally failed to do any act required by the Mareva Order?

Paragraph 44, moving plaintiffs' factum on the contempt motion

(Counsel for the plaintiffs states other issues relating to the manner in which appropriate sanctions against a contemnor should be determined. These issues are more appropriate for determination if and after a finding of contempt is made.)

*The Governing Law*

[16] It will be useful at this stage to briefly set out some of the governing principles pertaining to civil contempt, the proceedings on a civil contempt motion as well as the test for finding liability for contempt.

## 8.

[17] The offence of contempt consists of the intentional doing of an act which is prohibited by court order. Where the alleged contempt is the failure to comply with a court order, a three pronged test is applied:

1. Did the order clearly and unequivocally state what should and should not be done?
2. Did the person disobey the order deliberately or wilfully?
3. Was the contempt proven beyond a reasonable doubt?

[18] An intention to disobey the order is not an element of the tort of civil contempt. It is not necessary to show that the deliberate act(s) was(were) deliberately contumacious. It is not necessary to prove that the alleged contemnor intended to put himself or herself in contempt. However, it must be established that s(he) or it deliberately or wilfully or knowingly did some act which was designed to result in the breach of a court order.

[19] A finding of contempt will not be made for breach of an order unless its meaning in the particular circumstances is clear and unambiguous. For there to be a finding of contempt, it must be shown that the alleged contemnor had actual knowledge of the order that is the subject of the contempt proceedings. Motions for contempt are said to be *strictissimi juris*, that is to say, all proper procedures must be complied with including service personally on the person against whom the contempt order is sought.

[20] An affidavit in support of a motion for contempt may contain statements of the deponent's information and belief only with respect to facts that are not contentious and the source of the information and the facts of the belief must be specified in the affidavit. The notice of motion and supporting material must identify the acts alleged to be contemptuous with sufficient particularity so that the person alleged to have committed the contempt has the opportunity to purge his or her or its contempt.

9.

[21] Where there are controverted facts relating to matters essential to a decision as to whether a party is in contempt of court, trial of an issue must be ordered. A contempt hearing is normally a bifurcated process with a liability phase followed by a penalty phase, the latter often in a second hearing.

[22] The above principles have been enunciated and referred to at length in the judgment of the Supreme Court of Canada in *Carey v. Laiken*, 2015 SCC 17, dated April 16, 2015. Both sides in this contempt motion have cited this case for their respective purposes. There is no dispute between them as to the principles enunciated in the case but rather the application of those principles in this motion.

[23] I turn now to the positions of the parties.

**Position of the Plaintiff**

[24] Counsel for the plaintiff refers to Rule 60.05 of the *Rules of Civil Procedure* which provides for orders respecting the performance or abstaining from performance of an act (other than the payment of money) which are not complied with are enforceable by contempt orders, and to Rule 60.11(1) which provides that a contempt order is obtainable on the motion to a judge in the proceeding in which the order was made. As noted above, the contempt motion relating to the Mareva Order was referred to me by Mr. Justice Ricchetti in late November 2015. Counsel further acknowledges that contempt proceedings are bifurcated into a liability phase and if liability is established, then continuing in a penalty phase, as previously noted and as specifically adopted in *Carey v. Laiken*, above paragraph 18.

[25] Counsel for the plaintiff acknowledges the applicability of the three pronged test to establish liability for civil contempt, also noted above.

[26] Counsel contends that the Mareva Order states clearly and unequivocally what should and what should not be done. In this regard counsel

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acknowledges that a Mareva Order may be found to be unclear if it is missing any essential detail about where, when or to whom it applies; if it incorporates overly broad language; or if external circumstances have obscured its meaning. In support counsel refers to the reasons in *Carey*, above, paragraph 33.

[27] Counsel submits the Mareva Order states clearly and unequivocally (among other things) that:

- a) Cash House is a defendant to which the Mareva Order applies: see recitals in paragraph 1;
- b) Cash House and its directors, officers and any and all persons with notice of the Mareva Order, among others, are restrained from directly or indirectly by any means whatsoever dealing with any assets of Cash House located in Canada: paragraph 1;
- c) Cash House is required to prepare and provide [the plaintiffs] lawyers within 10 days of the service of the Mareva Order a sworn statement describing in detail the nature, value and location of all assets worldwide, whether in its own name or not, and whether solely or jointly owned, and whether owned directly and indirectly including any assets held in trust: paragraph 4;
- d) Cash House is required to submit to examination under oath within 30 days of the delivery of the sworn statements above or by such later date as may be confirmed by plaintiff's counsel and bring to the examination all original books, records and other documents relating to its financial affairs and assets: paragraph 5.

[28] Counsel submits the language employed in the operative sections of the Mareva Order previously referred to in these reasons meet the test of stating clearly and unequivocally what should and should not be done, namely, that there are no essential details missing about where, when or to whom it applies

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and that the language is not overly broad nor have the external circumstances obscured the meaning of the language in the Mareva Order.

[29] Counsel further contends that each of the Cash House, Mr. Khan and 245 had actual knowledge of the Mareva Order and the operative terms. In support of this proposition, counsel contends that the Cash House and Mr. Khan had actual knowledge of the Mareva Order for the following reasons:

1. Each location of the Cash House including its registered office was served with a copy of the Mareva Order on May 8, 2015;
2. The then lawyers for Cash House accepted service of the Mareva Order on May 8, 2015;
3. Cash House following such service moved to set aside the Mareva Order; its motion was dismissed on June 10, 2015;
4. In support of the motion to set aside the Mareva Order, two affidavits sworn by Mr. Khan (May 15, 2015 and May 27, TBC 2015) were filed by Cash House as evidence on its set-aside motion;
5. In his May 15, 2015 affidavit, Mr. Khan expressly, and unequivocally referred to and acknowledged the obligations of Cash House under the Mareva Order.

[30] Counsel further contends there is no question that 245 had actual knowledge of the Mareva Order inasmuch as Mr. Khan in his cross-examination on the affidavits acknowledged he was the sole officer and director of 245 at the material time.

[31] Counsel for the plaintiff addresses the element of the test for liability relating to the intention of the alleged contemnor in either doing the act or acts prohibited by the Mareva Order or intentionally failing to do the act or acts required by the Mareva Order. This element of intention does not relate to an

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intention to disobey the order; rather it relates to either intentionally doing the prohibited acts or intentionally failing to do the compelled act: in support, counsel refers to *Carey*, paragraphs 35 and 38.

[32] Counsel acknowledges that Mr. Khan in his affidavit sworn May 15<sup>th</sup>, 2015 provided a sworn statement respecting the assets of the Cash House. Nonetheless, it is argued that Mr. Khan in that statement neglected to disclose a bank account which Cash House was using to operate its business, thereby contravening paragraph 4 of the Mareva Order. Counsel contends the existence of this account was determined as a result of the cross-examination of Mr. Khan on both his May 15 and May 27, 2015 affidavits.

[33] Counsel argues that both the Cash House and Mr. Khan have intentionally operated Cash House's business and otherwise dealt with its assets on a continuing basis since they became aware of the Mareva Order, thereby constituting a breach of paragraph 1 of the Mareva Order. Further it is argued that since the account which Mr. Khan used to operate the business of Cash House was registered in the name of 245, 245 accordingly dealt with the assets of Cash House and facilitated, assisted in, aided, abetted and participated in the operation of Cash House business and thereby breached paragraph 1 of the Mareva Order.

[34] On the question of whether Cash House, Mr. Khan or 245 intentionally failed to do other acts compelled by the Mareva Order, counsel refers to the failure to obtain a date for examination under oath as required in paragraph 5 of the Mareva Order, notwithstanding attempts by counsel to arrange a mutually convenient date for such examination. Counsel points out that the plaintiff was required to properly serve a notice of examination under paragraph 5 of the Mareva Order but then counsel for Cash House was unamenable to proposals for a date within the specific time provisions (or extension of time provisions) set out in the Mareva Order. In the event, Mr. Khan failed to attend the first

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scheduled examination and the plaintiff obtained a certificate of nonattendance. In this regard, counsel submits that Mr. Khan intentionally failed to attend the examination being a compelled act, thereby contravening section 5 of the Mareva Order.

[35] I turn now to the position of the alleged contemnors.

*Position of the Alleged Contemnors*

[36] Counsel for Cash House, Mr. Khan and 245 opposes the plaintiff's motion for contempt on various grounds. One of the most salient of these grounds is that the test for a finding of liability for contempt has not been established as the plaintiff has failed to discharge its burden of proving beyond a reasonable doubt the elements of the test to establish liability for civil contempt. In this regard, counsel argue that the Mareva Order fails to state clearly and unequivocally what should and should not be done and that any ambiguity in the provisions of the Order must be resolved in favour of the alleged contemnors, and further that the plaintiff has failed to prove beyond a reasonable doubt that Cash House, Mr. Khan and 245 intentionally breached the provisions of the Mareva Order.

[37] Counsel develops the argument of ambiguity in the following terms,

- a) It is not at all clear or obvious what a party must list in its sworn statement pursuant to paragraph 4 of the Mareva Order as it relates to assets that are "not in its own name"; and
- b) It is not at all clear what is required of the party being examined under paragraph 5 of the Mareva Order to ensure that the examination takes place or what it means to "confirm" the examination of a party. See paragraph 5, factum for the alleged contemnors.

14.

[38] Counsel's focus on ambiguity relates to what a party must list in its sworn statement under paragraph 4 of the Mareva Order. Counsel argues that the Mareva Order provides the named defendant must list assets that are not in its own name and it is unclear in these circumstances what would be listed in describing assets that are not in ones' own name. Counsel contends a party can be expected to know what assets are in its own name or even what assets it holds beneficially through a formal trust but it is more difficult for a party to know what assets it has that are not held in its own name. Further, counsel submits the plaintiff has put in no direct evidence which suggests Cash House has power to dispose of or deal with the assets of 245 as if they were the assets of Cash House such that the assets of 245 fall within paragraph 2 of the Mareva Order. Finally counsel suggests in its factum that the plaintiffs are asking the court to infer that accounts held in the name of 245 are, or contain, assets belonging to Cash House simply because the stores bearing Cash House's name were operating in October of 2015. Counsel submits the evidence on the motion does not permit such an inference especially in circumstances where the plaintiff's burden is to prove these assets belong to the Cash House beyond a reasonable doubt.

[39] Counsel further argues the Mareva Order does not apply to accounts held by 245 and that 245, not being a named defendant in the Mareva Order as a separate corporate entity, has no obligations under the Mareva Order. Counsel contends the fact that stores operating as of October 2015 under the name "Cash House" does not assist the court in determining whether the funds in 245's bank account should be treated as an asset of Cash House.

[40] Counsel addresses the alleged non-compliance with the examination under oath set out in paragraph 5 of the Mareva Order. Counsel submits that paragraph 5 of the Mareva Order provides that each defendant must attend for an examination within 30 days of the Mareva Order or "by such later date as may be confirmed by plaintiff's counsel of record". Counsel argues this provision of



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the Mareva Order does not stipulate the defendant or any of them must attend on any date chosen by the plaintiff regardless of issues of convenience to the defendant or any of them, or that the plaintiff has a unilateral right to select a date for examination without consulting with the defendant or any of them through counsel. In this regard, counsel argues that the Mareva Order in section 5 is ambiguous as to what powers are provided to the plaintiff to select a date for the examination.

[41] In dealing with the plaintiff's position that a breach of paragraph 5 of the Mareva Order arises out of the failure of Cash House and Mr. Khan to attend for examination on the date stipulated in the notice of appointment, counsel suggests this raises a question as to whether the defendants' obligation under paragraph 5 was to attend on any date selected by the plaintiff or whether the defendants' obligation is to actively seek out a date that is convenient to the plaintiff and its counsel. Counsel contends these questions admit of no clear answers and thereby establish that the Mareva Order in this regard is ambiguous. Counsel describes the events leading to the scheduled examination and submits that the representative of the Cash House or its counsel were not available on the date unilaterally selected by the plaintiff.

[42] Counsel further raises the point that admissible evidence on a contempt motion may only include evidence in the nature of hearsay based on the deponent's information and belief in relation to facts that are non-contentious and the source of information and facts for the belief are specified in the affidavit. Counsel further argues that the responding parties as alleged contemnors are entitled to the same rights as an accused in a criminal context, particular in reference to the *Charter of Rights* such as the burden on the party moving for a contempt order to prove essential elements beyond a reasonable doubt and meet the above-noted three pronged test. The position is that the plaintiff has not discharged this burden and a contempt order cannot be used to exert pressure on a party allegedly defaulting in its obligations under a Mareva Order.

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ANALYSIS

[43] I reject the submissions and arguments of counsel for Cash House, Mr. Khan and 245 as they pertain to the findings to be made by the court in this contempt motion.

[44] In turn, I accept the submissions and arguments of counsel for the plaintiff as they pertain to the findings to be made by the court in this contempt motion.

[45] I am not persuaded there exists ambiguity in the substantive parts of the Mareva Order as submitted by counsel for Cash House. I am persuaded the language in the Mareva Order previously referred to clearly and unambiguously states what should and should not be done and where, when and by whom the thing(s) should be done or not be done.

[46] I am further persuaded that,

- (a) Cash House and Mr. Khan had actual knowledge of the Mareva Order and its prohibitions and obligations by reason of their then counsel accepting service of the same on May 8, 2015; and
- (b) 245 had actual knowledge of the Mareva Order by reason of Mr. Khan's acknowledgement in his cross-examination on his affidavits that he was and is the sole officer and director of 245.

[47] I am also further persuaded that Cash House, Mr. Khan and 245 have intentionally done the act(s) prohibited, and have intentionally failed to do the act(s) compelled, under the Mareva Order. I find Cash House and Mr. Khan have intentionally operated the business of Cash House on an ongoing basis since the inception of the Mareva Order on May 5, 2015 utilizing the bank account(s) of 245. As noted above, Mr. Khan as the sole officer and director of 245 exercised control over 245 in respect of Cash House's banking needs, resulting in 245

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facilitating, aiding and abetting Cash House's business and assets, in contravention of the prohibitions in the Mareva Order.

[48] I turn now to certain arguments made by counsel for Cash House, Mr. Khan and 245.

[49] Counsel contends there are contentious and/or controverted facts and the contempt power attracting *Charter* rights in light of the potential penal consequences of a contempt finding should proceed on the basis of a trial of the issues giving rise to the allegation of contempt.

[50] I reject the submission that on the evidentiary record on this motion, there are contentious and/or controverted facts that require a trial of the issue or issues. There are allegations of contentious and/or controverted facts but the substantive provision of the Mareva Order are, as previously described, clear and unambiguous and no responding material has been filed to substantially controvert these provisions nor the evidence adduced by the plaintiff in this motion.

[51] Counsel for Cash House, Mr. Khan and 245 has argued that evidence of Mr. Khan's operation of 245's bank account in aid or furtherance of Cash House's business is based on hearsay is without merit. The basis for the proposition that Mr. Khan is utilizing 245's bank account in aid of Cash House business is based on statements from Mr. Khan arising out of his cross-examination on his affidavits. The foundation for these statements arise not from information and belief in the affidavit of Mr. Thompson (of the plaintiff) but from evidence by Mr. Khan; they cannot be characterized as hearsay. A logical inference can be drawn from these statements that Mr. Khan is operating the business of Cash House through 245's bank account(s) notwithstanding there may be separate transactions that pertain solely to any business of 245 utilizing the same bank account(s).

18.

[52] Finally, counsel for Cash House, Mr. Khan and 245 submitted that no findings or conclusions made by Mr. Justice Ricchetti in his decision of June 1, 2015 respecting the motion of the responding parties to set aside the Mareva Order would be binding on this court in this contempt hearing. In this regard, counsel points out that the burden in the motion before Mr. Justice Ricchetti on June 1, 2015 was the balance of probabilities, whereas here stated the burden on the moving party is to establish and meet the elements of the three pronged test beyond a reasonable doubt. I do not take issue with this proposition.

**DISPOSITION**

[53] In the result, I conclude that the moving party has established and satisfied the three pronged test beyond a reasonable doubt and that the Cash House, Mr. Khan and 245 are in contempt of the Mareva Order dated May 5, 2015. There remains the second phase of this contempt proceeding, namely the penalty phase. The return date shall be fixed for this phase by the trial coordinator in consultation with counsel.

[54] The plaintiff's motion to strike the pleadings of Cash House and costs herein shall be heard prior to the commencement of the penalty phase at a date/time to be arranged with the trial coordinator.

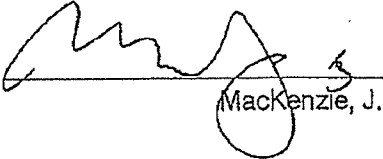
[55] In the interval, I make the following orders:

- a) the Cash House is in contempt of court for breaching the Mareva Order;
- b) Osman Khan is in contempt of court for breaching the Mareva Order;
- c) 245 is in contempt of court for breaching the Mareva Order;
- d) the Cash House, Osman Khan and 245 shall within seven days of this Order serve on Trade Capital and file with the court a sworn

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statement listing all accounts at any bank, financial institution or other entity into which any money in which the Cash House has or had a legal or beneficial interest, was deposited or withdrawn since May 6, 2015 and shall provide the full particulars of each account including the name of each account holder, the account numbers, the name of the bank, financial institution or entity, and the branch location;

- e) Osman Khan shall to deliver to Trade Capital within ten days of the date of the Order all original books, records and other documents relating to all financial affairs and assets of the Cash House and 245, and any other company or entity in which Mr. Khan has any interest (beneficial or otherwise), or of which he is the directing mind, or that he has incorporated (directly or indirectly), which carries on, or has carried on, the business of the Cash House or any other company or entity where funds or assets reside that are traceable back to the Cash House ("Other Companies", collectively with the Cash House and 245, the "Disclosing Companies"), including the documents referred to in Schedule C hereto;
- f) Osman Khan shall submit to an examination under oath to be conducted by Trade Capital on a date to be determined by Trade Capital; *Factor*  
*ps 2, et seq. order.*
- g) that should there be any further non-compliance with the terms of this order or the Mareva Order, this court may impose upon the Cash House, Osman Khan or 245 any terms it may consider just.

  
Mackenzie, J.

Date: January 21, 2016

SCHEDULE "A" to ENDORSEMENT  
OF JUSTICE A.D.K. MACKENZIE  
DATED JANUARY 21, 2016

Court File No.: CV-15-0110-03

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE  
RICCHETTI

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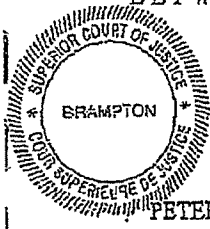
WEDNESDAY, THE 6TH  
DAY OF MAY, 2015

BETWEEN:

TRADE CAPITAL FINANCE CORP.

Plaintiff

- and -



PETER COOK also known as PETER WILLIAM COOK, MARC D'AOUST also known as  
JEAN MARC D'AOUST, THOMAS BARKER also known as THOMAS RICHARD BARKER  
(personally and carrying on business as LC EXCHANGE, GLOBAL MEDICAL and  
GREENLINK CANADA GROUP), ROCKY RACCA, BRUNO DIDIOMEDE also known as  
BRUNO DIAIOMEDE, ALAN KBERY also known as ALAN JOHN KBERY, CHRIS  
BENNETT JR. also known as CHRIS BENNETT also known as CHRISTOPHER BENNETT  
(personally and carrying on business as CJR CONSULTING), TODD CADENHEAD,  
DAYA WANSA WICKRAMASINGHE, BONNY LOKUGE also known as DON BONNY  
LOKUGE, VIRTUCALL INC., VIRTUCALL INTERNATIONAL LLC, DEBT RESOLVE-  
MORTGAGE FUNDING SOLUTIONS INC. carrying on business as DEBTRESOLVE INC.,  
THE CASH HOUSE INC., 1160376 ONTARIO LIMITED operating as THE CASH HOUSE,  
2242116 ONTARIO INC. carrying on business as SUPERIOR MEDICAL SERVICES INC. and  
SUPERIOR MEDICAL SERVICES, CARLO DE MARIA also known as CARLO VINCE DE  
MARIA also known as CARLO VINCENT DE MARIA. also known as CARLO VINCENZO  
DE MARIA, MATTEO PENNACCHIO, FRANK ZITO also known as FRANCESCO ZITO,  
SIMONE SLADKOWSKI, JOBEC TRADE FINANCE INC., 1461350 ONTARIO INC.,  
2292430 ONTARIO INC., WFCANADA LTD., JOBEC INVESTMENTS RT LTD., GREEN  
LINK CANADA INC., 2339989 ONTARIO INC., 2252364 ONTARIO INC., 2224754  
ONTARIO LTD., 6980023 CANADA INC. operating as LIVING BENEFITS  
and MILLWALK ENTERPRISES INC.

Defendants

ORDER

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NOTICE

If you, as a Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least five (5) days notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

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

THIS MOTION, brought without notice by the Plaintiff, TRADE CAPITAL FINANCE CORP., for an interim Order in the form of a *Mareva* injunction restraining each of the Defendants, Peter Cook also known as Peter William Cook, Marc D'Acoust also known as Jean Marc D'Acoust, Thomas Barker also known as Thomas Richard Barker (personally and carrying on business as LC Exchange, Global Medical and Greenlink Canada Group), Rocky Racca, Bruno Didionede also known as Bruno Diaionede, Alan Keery also known as Alan John Keery, Chris Bennett Jr. also known as Chris Bennett also known as Christopher Bennett (personally and carrying on business as CJR Consulting), Todd Cadenhead, Virtucall Inc., Debt Resolve-Mortgage Funding Solutions Inc. carrying on business as Debtresolve Inc., 2242116 Ontario Inc. carrying on business as Superior Medical Services Inc. and Superior Medical Services, The Cash House Inc., 1160376 Ontario Inc., Carlo De Maria also known as Carlo Vince De Maria also known as Carlo Vince De Maria also known as Carlo Vincenzo De Maria, Matteo Pennacchio, Frank Zito also known as Francesco Zito, Simone Sladkowski also known as Simona Sladkowski, Jobec Trade Finance Inc., 1461350 Ontario Inc., 2299430 Ontario Inc., WF Canada Limited, Jobec Investments RT Ltd., Green Link Canada Inc., 2339989 Ontario Inc., 2252364 Ontario Inc. and Millwalk Enterprises Inc. (collectively the "Mareva Defendants"), from dissipating their assets and other relief, was heard on May 4, 2015 at the Brampton Courthouse, 7755 Hurontario Street, Brampton Ontario.

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ON READING the Affidavits of Darcy Thompson sworn April 30, 2015 and May 4, 2015, the Affidavit of Kevin D. Bousquet sworn April 27, 2015, and the Affidavit of Catherine Herring sworn April 27, 2015, and on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order as set out in the Guarantee of Parkview Capital TCFC Inc. dated April 29, 2015,

#### Mareva Injunction

1. THIS COURT ORDERS that each Mareva Defendant and its servants, employees, agents, assigns, officers, directors, affiliates and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

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

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



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#### Ordinary Living Expenses

3. THIS COURT ORDERS that any Defendant may apply for an order, on at least five (5) days notice to the Plaintiff, specifying the amount of funds which such Mareva Defendant seeks to have exempted from this Order as being needed and required by the Mareva Defendant for his/its ordinary living expenses and legal advice and representation.

#### Disclosure of Information

4. THIS COURT ORDERS that each Mareva Defendant prepare and provide to the Plaintiff's counsel of record within ten (10) days of the date of service of this Order, a sworn statement describing, in detail, the nature, value, and location of all assets worldwide, whether in his/its own name or not and whether solely or jointly owned, whether owned directly or indirectly and including any assets held in trust for the Mareva Defendant providing the sworn statement.

5. THIS COURT ORDERS that each Mareva Defendant submit to examinations under oath within thirty (30) days of the delivery by such Mareva Defendant of the aforementioned sworn statements or by such later date as may be confirmed by the Plaintiff's counsel of record. The Mareva Defendant shall bring to the said examination all original books, records and other documents relating to all financial affairs and assets of the said Mareva Defendant.

6. THIS COURT ORDERS that if the provision of any of this information is likely to incriminate a particular Mareva Defendant, such Mareva Defendant shall immediately seek an order within forty eight (48) hours permitting the Mareva Defendant not to answer the question or provide the information required to be provided herein or, alternatively, an order that any answer or information provided in accordance with this order shall not be admissible in any criminal proceedings in Canada, failing which, the Mareva Defendant shall answer any and all relevant questions regarding his/its financial affairs and assets.

- 5 -

### Third Parties

7. THIS COURT ORDERS The Toronto-Dominion Bank also known as TD Canada Trust, The Bank of Nova Scotia also known as Scotiabank, Canadian Imperial Bank of Commerce also known as CIBC, Royal Bank of Canada also known as RBC, Bank of Montreal also known as BMO, City Savings and Credit Union Limited and the Buduehrist Credit Union Limited (the "Financial Institutions") to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Defendants held in any account or on credit or on behalf of any Mareva Defendant with the Financial Institutions, including but not limited to the accounts listed in Schedule "A." hereto.

8. THIS COURT ORDERS that the Financial Institutions forthwith disclose and deliver up to the Plaintiff any and all records held by the Financial Institutions, and not already delivered to the Plaintiff, in any way relating to the Mareva Defendants whether such documentation includes information relating to assets and accounts other than those listed in Schedule "A" hereto or disclose the existence, nature, value and location of any other monies or assets or credit, wherever situate, held by or on behalf of the Mareva Defendants.

### Alternative Payment of Security into Court

9. THIS COURT ORDERS that this Order will cease to have effect as against the Mareva Defendants if the Mareva Defendants, or any of them, deposit with the Accountant of the Superior Court of Justice to the credit of this action in total the sum of \$10,000,000.00 (CDN).

### Variation, Discharge or Extension of Order

10. THIS COURT ORDERS that anyone served with or notified of this Order may apply, to the Court, to vary or discharge this order, on five (5) days' notice to the Plaintiff and all other parties.

11. THIS COURT ORDERS that this Order will be brought back before the Judge who issued this Order on May 19, 2015 at 9:00 a.m. All motions or applications to vary or discharge this Order, or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order with the exception of:

- (a) urgent matters for which the Judge is not available; or
- (b) as otherwise directed by the Judge.

Expiry of Norwich Order

12. THIS COURT ORDERS that upon this Order being issued and entered, the Order of Justice Ricchetti dated October 28, 2013 (as extended and amended) shall immediately expire.

Service of Materials

13. THIS COURT ORDERS that the Plaintiff may serve the materials filed in relation to this Order, but not the order itself, on any person by attachments in PDF file format on a USB stick.

14. THIS COURT ORDERS that the Plaintiff shall, with this court within five (5) days of the issuance of this order, deposit the original guarantee of Parkview Capital TCFC Inc. dated April 29, 2015 as the Plaintiff's undertaking as to damages in this proceeding.

Sean Murphy

Ricchetti, J.

ENTERED  
 AT BRAMPTON  
 MAY 06 2015  
 BOOK No 73-83  
 INITIALS \_\_\_\_\_

## SCHEDULE "A"

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
TD Canada Trust	15255 Yonge Street Aurora, Ontario L4G 1N5	Virtucall TD US Virtucall Account	1038-7303753
TD Canada Trust	15255 Yonge Street Aurora, Ontario L4G 1N5	Global Medical Tom Barker Barker Global Account	1038-7303850
TD Canada Trust	15255 Yonge Street Aurora, Ontario L4G 1N5	Virtucall TD Virtucall Canadian Account	1038-5214772
TD Canada Trust	2453 Yonge Street Toronto, Ontario M4P 2H6	2242116 Ontario Inc. Superior TD Superior Account	1928-5233022
Canadian Imperial Bank of Commerce	136 Rexdale Boulevard Etobicoke, Ontario M9W 1P6	2242116 Ontario Inc. Superior CIBC Superior Account	05022-9956611
TD Canada Trust	2038 Kipling Avenue Etobicoke, Ontario M9W 4K1	2339989 Ontario Inc. TD 233 Account	1552-5270311
TD Canada Trust	2038 Kipling Avenue Etobicoke, Ontario M9W 4K1	2339989 Ontario Inc.	1552-7327733
Royal Bank of Canada	5125 Sheppard Avenue E Scarborough, Ontario M1S 4N8	CJR Consulting o/b Christopher Jr. Bennett RBC CJR Consulting Account	06492-1010289
Bank of Nova Scotia	14720 Yonge Street Aurora, Ontario L4G 7H8	Virtucall Scotiabank Virtucall Account	10132-0073911
Canadian Imperial Bank of Canada	1 St. Clair Avenue West Toronto, Ontario M4V 1K7	Green Link Canada Inc. CIBC Greenlink Account	00112-4224213
Bank of Nova Scotia	14720 Yonge Street Aurora, Ontario L4G 7H8	Greenlink Canada Group Tom Barker Scotiabank Greenlink Account	10132-0151319

- 8 -

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
Bank of Nova Scotia	14720 Yonge Street Aurora, Ontario L4G 7H8	LC Exchange Tom Barker Scotiabank LC Account	10132-0141216
Bank of Montreal	50 Bay Street South Hamilton, Ontario L8P 4V9	1461350 146 BMO Account	0006-1067356
Royal Bank of Canada	99 Mapleview Drive W Barrie, Ontario L4N 9H7	Millwalk RBC Millwalk Account	00292-1010024
Canadian Imperial Bank of Commerce	291 Rexdale Boulevard Etobicoke, Ontario M9W 1R8	2252364 Ontario Inc. (Rocky Racca)	05922-9991514
Canadian Imperial Bank of Commerce	15 Westney Road N Unit 22 Ajax, Ontario L1T 1P4	Rocky Racca	02542-6194338
Royal Bank of Canada	2 Harwood Avenue South Ajax, Ontario L1S 7L8	Rocky Racca	00042-5169057
Buduchnist Credit Union	2280 Bloor Street West Toronto, Ontario M6S 1N9	1160376 Ontario Limited (o/a The Cash House)	37922
Bank of Montreal	50 Bay Street South Hamilton, Ontario L8P 4V9	1461350 146 BMO Account	0006-1072075
Bank of Montreal	50 Bay Street South Hamilton, Ontario L8P 4V9	Bruno Didjomedé	0006-4615388
Bank of Montreal	50 Bay Street South Hamilton, Ontario L8P 4V9	Bruno Didjomedé	0006-8986451
Bank of Montreal	50 Bay Street South Hamilton, Ontario L8P 4V9	Bruno Didjomedé	0006-10081205986 (IFSA)
Bank of Montreal	999 Upper Wentworth Street Hamilton, Ontario L9A 4X5	Bruno Didjomedé	2919-8019047

- 9 -

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
Meridian Credit Union Limited	Jackson Square 2 King Street West Hamilton, Ontario L8P 1A1	Bruno Didlomedé	00842-037-7454903
TD Mutual Funds TD Investment Services Inc. Toronto-Dominion Bank	55 King Street West Toronto, Ontario M5K 1A2	Bruno Didlomedé	0004-10202- 06905235875 91 479 551 0439
Manulife Bank of Canada Royal Bank of Canada	8 Prince Andrew Place Don Mills, Ontario M3C 2B4	Bruno Didlomedé	0003-02234- 000009930769
TD Canada Trust	981 Taunton Road East Oshawa, Ontario L1H 7K5	Peter Coole	3202-n/a
Bank of Nova Scotia	544 Bayfield Street Barrie, Ontario L4M 5A2	Alan Keery	85092
Royal Bank of Canada	7481 Woodbine Avenue Markham, Ontario L3R 2W1	Jobec Trade Finance Inc.	3012-0003-1029909
Canadian Imperial Bank of Commerce	1700 Wilson Avenue North York, Ontario M3L 1B2	Rocky Racca	00922
Buduchnist Credit Union Limited	1891 Rathburn Road East Mississauga, Ontario L4W 3Z3	The Cash House Inc.	1163457311
Bank of Nova Scotia	8565 Highway 27 Vaughan, Ontario L4L 1A7	Francesco Zito	42952-0045624
Bank of Nova Scotia	14720 Yonge Street Aurora, Ontario L4G 7H8	Tom Barker	10132
Royal Bank of Canada	7481 Woodbine Avenue Markham, Ontario L3R 2W1	Jobec Trade Finance Inc.	03012-4002010
Canadian Imperial Bank of Commerce	7220 Kennedy Road Markham, Ontario L3R 7P2	Matteo Pennacchio	03232

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
TD Canada Trust	n/a	Todd Cadenhead	01238400
Wells Fargo Bank, N.A.	n/a	Marc D'Aoust	1221-0527-84 1221-0537-84

البنك  
العنوان  
اسم الحساب  
رقم الحساب

**SCHEDULE C**



Court File No. CV-15-2110-00

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

TRADE CAPITAL FINANCE CORP.

Plaintiff

and

PETER COOK also known as PETER WILLIAM COOK, MARC D'AOUST also known as JEAN MARC D'AOUST, THOMAS BARKER also known as THOMAS RICHARD BARKER (personally and carrying on business as LC EXCHANGE, GLOBAL MEDICAL and GREENLINK CANADA GROUP), ROCKY RACCA, BRUNO DIDIOMEDE also known as BRUNO DIAIOMEDE, ALAN KEERY also known as ALAN JOHN KEERY, CHRIS BENNETT JR. also known as CHRIS BENNETT also known as CHRISTOPHER BENNETT (personally and carrying on business as CJR CONSULTING), TODD CADENHEAD, DAYAWANSA WICKRAMASINGHE, BONNY LOKUGE also known as DON BONNY LOKUGE, VIRTUCALL INC., VIRTUCALL INTERNATIONAL LLC, DEBT RESOLVE-MORTGAGE FUNDING SOLUTIONS INC. carrying on business as DEBTRESOLVE INC., THE CASH HOUSE INC., 1160376 ONTARIO LIMITED operating as THE CASH HOUSE, 2242116 ONTARIO INC. carrying on business as SUPERIOR MEDICAL SERVICES INC. and SUPERIOR MEDICAL SERVICES, CARLO DE MARIA also known as CARLO VINCE DE MARIA also known as CARLO VINCENT DE MARIA also known as CARLO VINCENZO DE MARIA, MATTEO PENNACCHIO, FRANK ZITO also known as FRANCESCO ZITO, SIMONE SLADKOWSKI, JOBEC TRADE FINANCE INC., 1461350 ONTARIO INC., 2299430 ONTARIO INC., WF CANADA LTD., JOBEC INVESTMENTS RT LTD., GREEN LINK CANADA INC., 2339989 ONTARIO INC., 2252364 ONTARIO INC., 2224754 ONTARIO LTD., 6980023 CANADA INC. operating as LIVING BENEFITS and MILLWALK ENTERPRISES INC.

Defendants

**SWORN STATEMENT OF OSMAN KHAN**

I, Osman Khan, of the Town of Markham, in the Regional Municipality of York, MAKE

OATH AND SAY:

-2-

1. I am the President and the Director of the Defendant, the Cash House Inc. and the Responding Party, 2454904 Ontario Ltd ("245 Inc."), and, as such, have knowledge of the matters set out below.

2. I am writing on behalf of myself, the Cash House Inc. and 245 Inc. to provide a list of all accounts at any bank, financial institution or other entity into which any money in which the Cash House Inc. has or had a legal or beneficial interest, was deposited or withdrawn since May 6, 2015, including full particulars of each account, pursuant to the Reasons of Justice MacKenzie dated January 21, 2016.

3. The Cash House Inc. has an account held at the Mississauga Branch of the Buduchnist Credit Union. The Cash House Inc. is the account holder of this account. The account number for this account is 66701. It is divided into six separate sub-accounts.

4. I dispute that the Cash House Inc. has or had a legal or beneficial interest in all of the funds held within this account. However, as these funds are contained in accounts held by the Cash House Inc., I have included this account in this list.

5. I am also the President and Director of Cash House Armoured Transport & Service ("Armoured Transport") and 245 Inc. I dispute that the Cash House Inc. has or had a legal or beneficial interest in any or all of the funds held within the accounts of either Armoured Transport or 245 Inc. However, I have nonetheless included these accounts in this list to ensure compliance with the Reasons of Justice MacKenzie's dated January 21, 2016.

-3-

6. Armoured Transport has an account held at the Mississauga Branch of the Buduchnist Credit Union. Armoured Transport is the account holder of this account. The account number for this account is 63457. It is divided into two separate sub-accounts.

7. 245 Inc. has an account held at the Mississauga Branch of the Buduchnist Credit Union. 245 Inc. is the account holder of this account and the account is in the name of CHATS. The account number for this account is 69380. It is divided into seven separate sub-accounts.

8. 245 Inc. has an account held at the Vaughan Branch of the National Bank of Canada. 245 Inc. is the account holder of this account and the account is in the name of CHATS. The account number for this account is 01-582-26.

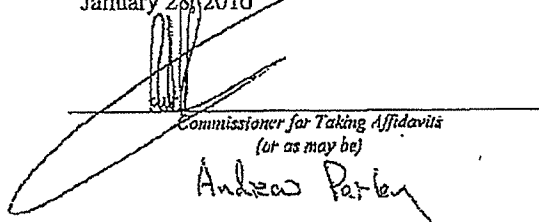
9. 245 Inc. has two accounts held at the Danforth Avenue and Woodbine Avenue Branch of TD Canada Trust. 245 Inc. is the account holder of these accounts. The account numbers for these accounts are 0883-5216457 and 0883-7300258.

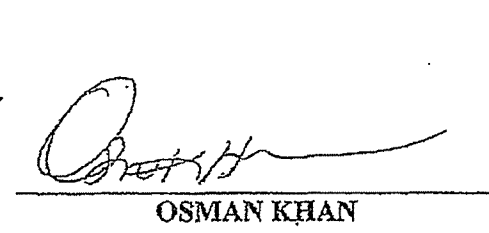
10. 245 Inc. had an account held at the 55 Bloor Street West Branch of the Bank of Montreal. 245 Inc. was the account holder of this account. The account number for this account was 1993-883.

11. The accounts at the National Bank of Canada, TD Canada Trust and Bank of Montreal are unrelated to the Cash House Inc. and its business.

12. I swear this statement pursuant to the Reasons of Justice MacKenzie dated January 21, 2016 and no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on January 28, 2016

  
\_\_\_\_\_  
*Commissioner for Taking Affidavits  
(or as may be)*  
Andrea Parley

  
\_\_\_\_\_  
OSMAN KHAN

TRADE CAPITAL FINANCE CORP.  
Plaintiff

-and-

PETER COOK also known as PETER WILLIAM COOK et al.  
Defendants

Court File No. CV-15-2110-00

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT BRAMPTON

SWORN STATEMENT

LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
Barristers  
Suite 2600  
130 Adelaide Street West  
Toronto ON M5H 3P5

Eli S. Lederman (47189L)  
Tel: (416) 865-3555  
Fax: (416) 865-2872  
Email: [elederman@lfiqate.com](mailto:elederman@lfiqate.com)  
Andrew Parley (55635P)  
Tel: (416) 865-3093  
Fax: (416) 865-2873  
Email: [aparley@lfiqate.com](mailto:aparley@lfiqate.com)

Lawyers for the Defendant,  
The Cash House, Inc.

**Tab H**

THIS IS EXHIBIT "H" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



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A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

Court File No.: CV-15-2110-00

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE )  
RICCHETTI EMERY )  
)

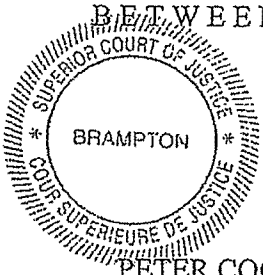
THURSDAY, THE 24<sup>TH</sup>  
DAY OF MARCH, 2016

BETWEEN:

TRADE CAPITAL FINANCE CORP.

Plaintiff

- and -



PETER COOK also known as PETER WILLIAM COOK, MARC D'AOUST also known as  
JEAN MARC D'AOUST, THOMAS BARKER also known as THOMAS RICHARD BARKER  
(personally and carrying on business as LC EXCHANGE, GLOBAL MEDICAL and  
GREENLINK CANADA GROUP), ROCKY RACCA, BRUNO DIDIOMEDE also known as  
BRUNO DIAIOMEDE, ALAN KEERY also known as ALAN JOHN KEERY, CHRIS  
BENNETT JR. also known as CHRIS BENNETT also known as CHRISTOPHER BENNETT  
(personally and carrying on business as CJR CONSULTING), TODD CADENHEAD,  
DAYAWANSA WICKRAMASINGHE, BONNY LOKUGE also known as DON BONNY  
LOKUGE, VIRTUCALL INC., VIRTUCALL INTERNATIONAL LLC, DEBT RESOLVE-  
MORTGAGE FUNDING SOLUTIONS INC. carrying on business as DEBTRESOLVE INC.,  
THE CASH HOUSE INC., 1160376 ONTARIO LIMITED operating as THE CASH HOUSE,  
2242116 ONTARIO INC. carrying on business as SUPERIOR MEDICAL SERVICES INC. and  
SUPERIOR MEDICAL SERVICES, CARLO DE MARIA also known as CARLO VINCE DE  
MARIA also known as CARLO VINCENT DE MARIA also known as CARLO VINCENZO  
DE MARIA, MATTEO PENNACCHIO, FRANK ZITO also known as FRANCESCO ZITO,  
SIMONE SLADKOWSKI, JOBEC TRADE FINANCE INC., 1461350 ONTARIO INC.,  
2299430 ONTARIO INC., WF CANADA LTD., JOBEC INVESTMENTS RT LTD., GREEN  
LINK CANADA INC., 2339989 ONTARIO INC., 2252364 ONTARIO INC., 2224754  
ONTARIO LTD., 6980023 CANADA INC. operating as LIVING BENEFITS  
and MILLWALK ENTERPRISES INC.

Defendants

ORDER



NOTICE

If you, as a Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least five (5) days notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

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

**THIS MOTION**, brought without notice by the Plaintiff, TRADE CAPITAL FINANCE CORP., for an interim Order in the form of a Mareva injunction amending the Order of Justice Ricchetti dated May 6, 2015 to restrain each of the non-parties, 2454904 Ontario Inc., Osman Khan, Tax Tag Inc. and 2497743 Ontario Limited, (each a "Mareva Respondent") from dissipating their assets and other relief, was heard this day at the Courthouse, 7755 Hurontario Street, Brampton, Ontario.

**ON READING** the motion records of Trade Capital dated May 4, 2015, November 5, 2015, February 25, 2016 and March 23, 2016 and the responding record of the Khan Parties dated March 10, 2016, and on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order as set out in the Guarantee of Parkview Capital TCFC Inc. dated April 29, 2015,

**Mareva Injunction**

1. **THIS COURT ORDERS** that each Mareva Respondent and its servants, employees, agents, assigns, officers, directors, affiliates and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of any of the Mareva Respondents, that are located in Canada or the United States, including but not limited to the assets and accounts listed in Schedule "A" hereto;

- 3 -

- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and,
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

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

#### **Ordinary Living Expenses**

3. **THIS COURT ORDERS** that any Mareva Respondent may apply for an order, on at least five (5) days notice to the Plaintiff, specifying the amount of funds which such Mareva Respondent seeks to have exempted from this Order as being needed and required by the Mareva Respondent for his/its ordinary living expenses and legal advice and representation.

#### **Disclosure of Information**

4. **THIS COURT ORDERS** that each Mareva Respondent prepare and provide to the Plaintiff's counsel of record within ten (10) days of the date of service of this Order, a sworn statement describing, in detail, the nature, value, and location of all assets worldwide, whether in his/its own name or not and whether solely or jointly owned, whether owned directly or indirectly and including any assets held in trust for the Mareva Respondent providing the sworn statement.

5. **THIS COURT ORDERS** that each Mareva Respondent submit to examinations under oath within thirty (30) days of the delivery by such Mareva Respondent of the aforementioned sworn statements or by such later date as may be confirmed by the Plaintiff's counsel of record.

The Mareva Respondent shall bring to the said examination all original books, records and other documents relating to all financial affairs and assets of the said Mareva Respondent.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate a particular Mareva Respondent, such Mareva Respondent shall immediately seek an order within forty eight (48) hours permitting the Mareva Respondent not to answer the question or provide the information required to be provided herein or, alternatively, an order that any answer or information provided in accordance with this order shall not be admissible in any criminal proceedings in Canada, failing which, the Mareva Respondent shall answer any and all relevant questions regarding his/its financial affairs and assets.

#### **Third Parties**

7. **THIS COURT ORDERS** The Toronto-Dominion Bank also known as TD Canada Trust, The Bank of Nova Scotia also known as Scotiabank, Canadian Imperial Bank of Commerce also known as CIBC, Royal Bank of Canada also known as RBC, Bank of Montreal also known as BMO, City Savings and Credit Union Limited and the Buduchnist Credit Union Limited (the "Financial Institutions") to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Respondents held in any account or on credit or on behalf of any Mareva Respondent with the Financial Institutions, including but not limited to the accounts listed in Schedule "A" hereto.

8. **THIS COURT ORDERS** that the Financial Institutions forthwith disclose and deliver up to the Plaintiff any and all records held by the Financial Institutions, and not already delivered to the Plaintiff, in any way relating to the Mareva Respondents whether such documentation includes information relating to assets and accounts other than those listed in Schedule "A" hereto or disclose the existence, nature, value and location of any other monies or assets or credit, wherever situate, held by or on behalf of the Mareva Respondents.

#### **Alternative Payment of Security into Court**

9. **THIS COURT ORDERS** that this Order will cease to have effect as against the Mareva Respondents if the Mareva Respondents, or any of them, deposit with the Accountant of the Superior Court of Justice to the credit of this action in total the sum of \$10,000,000.00 (CDN).

Variation, Discharge or Extension of Order

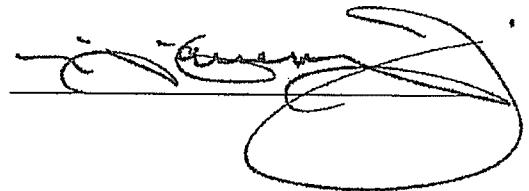
10. THIS COURT ORDERS that anyone served with or notified of this Order may apply, to the Court, to vary or discharge this order, on five (5) days' notice to the Plaintiff and all other parties.

11. THIS COURT ORDERS that this Order will be brought back before ~~the Judge who~~ *Justice Mackenzie* in Guelph, ON. at 10 am on ~~issued this Order on~~ *MARCH 30, 2016*. All motions or applications to vary or discharge this Order, or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order with the exception of:

- (a) urgent matters for which the Judge is not available; or
- (b) as otherwise directed by the Judge.

Service of Materials

12. THIS COURT ORDERS that the Plaintiff may serve the materials filed in relation to this Order, but not the order itself, on any person by attachments in PDF file format on a USB stick.



Ricchetti, J.  
EMERY, J.

ENTERED  
AT BRAMPTON  
MAR 24 2016  
BOOK No. 73-63  
INITIALS *[Signature]*

*M.C.B.*

*M.C.B.*

## SCHEDULE "A"

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
Buduchnist Credit Union	1891 Rathburn Road East Mississauga, Ontario L4W 3Z3	2454904 Ontario Ltd./CHATS	69380
National Bank of Canada	3175 Rutherford Road Vaughan, Ontario L4K 5Y6	2454904 Ontario Ltd./CHATS	01-582-26
TD Canada Trust	2080 Danforth Avenue Toronto, Ontario M4C 1J9	2454904 Ontario Ltd.	0883-5216457
TD Canada Trust	2080 Danforth Avenue Toronto, Ontario M4C 1J9	2454904 Ontario Ltd.	0883-7300258
Bank of Montreal	55 Bloor Street West Toronto, Ontario M4W 1A5	2454904 Ontario Ltd.	1993-883

TRADE CAPITAL FINANCE CORP.  
(Plaintiff)

vs

PETER COOK et al  
(Defendants)

Court File No. CV-15-2110-00

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ONTARIO  
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

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ORDER

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LOOPSTRA NIXON LLP  
Barristers and Solicitors  
135 Queens Plate Drive, Suite 600  
Toronto, Ontario  
M9W 6V7

Michael B. McWilliams  
LSUC#47320R  
Peter W.G. Carey  
LSUC#29410Y  
Christopher R. Lee  
LSUC#54040J  
Tel: (416) 746-4710  
Fax: (416) 746-8319

Lawyers for the Plaintiff

# Tab I

THIS IS EXHIBIT "I" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.





# LOOPSTRA NIXON LLP

BARRISTERS AND SOLICITORS

Michael B. McWilliams\*  
 \*Michael B. McWilliams Professional Corporation  
 Direct Line: 416-748-4766  
 E-mail: mmcwilliams@loonix.com

March 24, 2016

SENT BY EMAIL

Buduchnist Credit Union Limited  
 2280 Bloor Street West  
 Toronto, Ontario  
 M6S 1N9

Attention: Oksana Prociuk

- and to -

Dentons LLP  
 Barristers and Solicitors  
 77 King Street West  
 Suite 400  
 Toronto, Ontario  
 M5K 0A1

Attention: Barbara Grossman

Dear Ms. Prociuk and Ms. Grossman:

**Re: Trade Capital Finance Corp. and Peter Cook et al**  
**Our File No. TCFC010**

---

As you are aware, we are litigation counsel to Trade Capital Finance Corp. Enclosed please find the Orders of Justice Emery dated March 24, 2016, which are served upon you pursuant to the *Rules of Civil Procedure*. Please be advised that the *mareva* injunction has now also taken effect against the following parties:

- Simona Sladkowski also known as Simone Sladkowski
- Mark Pintucci
- Tax Tag Inc.
- 2454904 Ontario Inc.
- Osman Khan
- 2497743 Ontario Limited



If you have any questions or concerns, please do not hesitate to contact our office.

Yours truly,

LOOPSTRA NIXON LLP

Per:

A handwritten signature in black ink, appearing to read 'Michael B. McWilliams'.

for Michael B. McWilliams

MBM/ac  
Enclosure  
cc Trade Capital Finance Corp.

Court File No.: CV-15-2110-00

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE )  
RICCHETTI EMERY )  
)

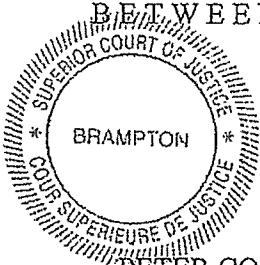
THURSDAY, THE 24<sup>TH</sup>  
DAY OF MARCH, 2016

BETWEEN:

TRADE CAPITAL FINANCE CORP.

Plaintiff

- and -



PETER COOK also known as PETER WILLIAM COOK, MARC D'AOUST also known as  
JEAN MARC D'AOUST, THOMAS BARKER also known as THOMAS RICHARD BARKER  
(personally and carrying on business as LC EXCHANGE, GLOBAL MEDICAL and  
GREENLINK CANADA GROUP), ROCKY RACCA, BRUNO DIDIOMEDE also known as  
BRUNO DIAIOMEDE, ALAN KEERY also known as ALAN JOHN KEERY, CHRIS  
BENNETT JR. also known as CHRIS BENNETT also known as CHRISTOPHER BENNETT  
(personally and carrying on business as CJR CONSULTING), TODD CADENHEAD,  
DAYAWANSA WICKRAMASINGHE, BONNY LOKUGE also known as DON BONNY  
LOKUGE, VIRTUCALL INC., VIRTUCALL INTERNATIONAL LLC, DEBT RESOLVE-  
MORTGAGE FUNDING SOLUTIONS INC. carrying on business as DEBTRESOLVE INC.,  
THE CASH HOUSE INC., 1160376 ONTARIO LIMITED operating as THE CASH HOUSE,  
2242116 ONTARIO INC. carrying on business as SUPERIOR MEDICAL SERVICES INC. and  
SUPERIOR MEDICAL SERVICES, CARLO DE MARIA also known as CARLO VINCE DE  
MARIA also known as CARLO VINCENT DE MARIA also known as CARLO VINCENZO  
DE MARIA, MATTEO PENNACCHIO, FRANK ZITO also known as FRANCESCO ZITO,  
SIMONE SLADKOWSKI, JOBEC TRADE FINANCE INC., 1461350 ONTARIO INC.,  
2299430 ONTARIO INC., WF CANADA LTD., JOBEC INVESTMENTS RT LTD., GREEN  
LINK CANADA INC., 2339989 ONTARIO INC., 2252364 ONTARIO INC., 2224754  
ONTARIO LTD., 6980023 CANADA INC. operating as LIVING BENEFITS  
and MILLWALK ENTERPRISES INC.

Defendants

ORDER

NOTICE

If you, as a Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least five (5) days notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

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

**THIS MOTION**, brought without notice by the Plaintiff, TRADE CAPITAL FINANCE CORP., for an interim Order in the form of a Mareva injunction amending the Order of Justice Ricchetti dated May 6, 2015 to restrain each of the non-parties, 2454904 Ontario Inc., Osman Khan, Tax Tag Inc. and 2497743 Ontario Limited, (each a "Mareva Respondent") from dissipating their assets and other relief, was heard this day at the Courthouse, 7755 Hurontario Street, Brampton, Ontario.

**ON READING** the motion records of Trade Capital dated May 4, 2015, November 5, 2015, February 25, 2016 and March 23, 2016 and the responding record of the Khan Parties dated March 10, 2016, and on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order as set out in the Guarantee of Parkview Capital TCFC Inc. dated April 29, 2015,

**Mareva Injunction**

1. **THIS COURT ORDERS** that each Mareva Respondent and its servants, employees, agents, assigns, officers, directors, affiliates and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of any of the Mareva Respondents, that are located in Canada or the United States, including but not limited to the assets and accounts listed in Schedule "A" hereto;

- 3 -

- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and,
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

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

#### **Ordinary Living Expenses**

3. **THIS COURT ORDERS** that any Mareva Respondent may apply for an order, on at least five (5) days notice to the Plaintiff, specifying the amount of funds which such Mareva Respondent seeks to have exempted from this Order as being needed and required by the Mareva Respondent for his/its ordinary living expenses and legal advice and representation.

#### **Disclosure of Information**

4. **THIS COURT ORDERS** that each Mareva Respondent prepare and provide to the Plaintiff's counsel of record within ten (10) days of the date of service of this Order, a sworn statement describing, in detail, the nature, value, and location of all assets worldwide, whether in his/its own name or not and whether solely or jointly owned, whether owned directly or indirectly and including any assets held in trust for the Mareva Respondent providing the sworn statement.

5. **THIS COURT ORDERS** that each Mareva Respondent submit to examinations under oath within thirty (30) days of the delivery by such Mareva Respondent of the aforementioned sworn statements or by such later date as may be confirmed by the Plaintiff's counsel of record.

The Mareva Respondent shall bring to the said examination all original books, records and other documents relating to all financial affairs and assets of the said Mareva Respondent.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate a particular Mareva Respondent, such Mareva Respondent shall immediately seek an order within forty eight (48) hours permitting the Mareva Respondent not to answer the question or provide the information required to be provided herein or, alternatively, an order that any answer or information provided in accordance with this order shall not be admissible in any criminal proceedings in Canada, failing which, the Mareva Respondent shall answer any and all relevant questions regarding his/its financial affairs and assets.

#### **Third Parties**

7. **THIS COURT ORDERS** The Toronto-Dominion Bank also known as TD Canada Trust, The Bank of Nova Scotia also known as Scotiabank, Canadian Imperial Bank of Commerce also known as CIBC, Royal Bank of Canada also known as RBC, Bank of Montreal also known as BMO, City Savings and Credit Union Limited and the Buduchnist Credit Union Limited (the "Financial Institutions") to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Respondents held in any account or on credit or on behalf of any Mareva Respondent with the Financial Institutions, including but not limited to the accounts listed in Schedule "A" hereto.

8. **THIS COURT ORDERS** that the Financial Institutions forthwith disclose and deliver up to the Plaintiff any and all records held by the Financial Institutions, and not already delivered to the Plaintiff, in any way relating to the Mareva Respondents whether such documentation includes information relating to assets and accounts other than those listed in Schedule "A" hereto or disclose the existence, nature, value and location of any other monies or assets or credit, wherever situate, held by or on behalf of the Mareva Respondents.

#### **Alternative Payment of Security into Court**

9. **THIS COURT ORDERS** that this Order will cease to have effect as against the Mareva Respondents if the Mareva Respondents, or any of them, deposit with the Accountant of the Superior Court of Justice to the credit of this action in total the sum of \$10,000,000.00 (CDN).

Variation, Discharge or Extension of Order

10. THIS COURT ORDERS that anyone served with or notified of this Order may apply, to the Court, to vary or discharge this order, on five (5) days' notice to the Plaintiff and all other parties.

11. THIS COURT ORDERS that this Order will be brought back before ~~the Judge who~~ *Justice Mackenzie* in Guelph, ON. at 10 am on ~~issued this Order on~~ *MARCH 30, 2016*. All motions or applications to vary or discharge this Order, or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order with the exception of: *MCB*

- (a) urgent matters for which the Judge is not available; or
- (b) as otherwise directed by the Judge.

Service of Materials

12. THIS COURT ORDERS that the Plaintiff may serve the materials filed in relation to this Order, but not the order itself, on any person by attachments in PDF file format on a USB stick.

Ricchetti, J.  
EMERY, J.

ENTERED  
AT BRAMPTON  
MAR 24 2016  
BOOK No. 73-63  
INITIALS *[Handwritten initials]*

## SCHEDULE "A"

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
Buduchnist Credit Union	1891 Rathburn Road East Mississauga, Ontario L4W 3Z3	2454904 Ontario Ltd./CHATS	69380
National Bank of Canada	3175 Rutherford Road Vaughan, Ontario L4K 5Y6	2454904 Ontario Ltd./CHATS	01-582-26
TD Canada Trust	2080 Danforth Avenue Toronto, Ontario M4C 1J9	2454904 Ontario Ltd.	0883-5216457
TD Canada Trust	2080 Danforth Avenue Toronto, Ontario M4C 1J9	2454904 Ontario Ltd.	0883-7300258
Bank of Montreal	55 Bloor Street West Toronto, Ontario M4W 1A5	2454904 Ontario Ltd.	1993-883



TRADE CAPITAL FINANCE CORP.  
(Plaintiff)

vs

PETER COOK et al  
(Defendants)

Court File No. CV-15-2110-00

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ONTARIO  
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

---

ORDER

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LOOPSTRA NIXON LLP  
Barristers and Solicitors  
135 Queens Plate Drive, Suite 600  
Toronto, Ontario  
M9W 6V7

Michael B. McWilliams  
LSUC#47320R

Peter W.G. Carey  
LSUC#29410V

Christopher R. Lee  
LSUC#54040J

Tel: (416) 746-4710

Fax: (416) 746-8319

Lawyers for the Plaintiff

Court File No.: CV-15-2110-00

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE )  
~~RICCHIETTI~~ EMERY )  
)

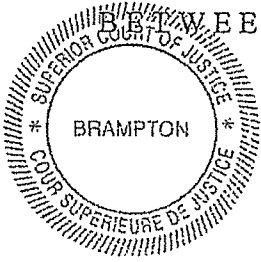
THURSDAY, THE 24<sup>TH</sup> )  
DAY OF MARCH, 2016 )

BETWEEN:

TRADE CAPITAL FINANCE CORP.

Plaintiff

- and -



PETER COOK also known as PETER WILLIAM COOK, MARC D'AOUST also known as  
JEAN MARC D'AOUST, THOMAS BARKER also known as THOMAS RICHARD BARKER  
(personally and carrying on business as LC EXCHANGE, GLOBAL MEDICAL and  
GREENLINK CANADA GROUP), ROCKY RACCA, BRUNO DIDIOMEDE also known as  
BRUNO DIAIOMEDE, ALAN KEERY also known as ALAN JOHN KEERY, CHRIS  
BENNETT JR. also known as CHRIS BENNETT also known as CHRISTOPHER BENNETT  
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THE CASH HOUSE INC., 1160376 ONTARIO LIMITED operating as THE CASH HOUSE,  
2242116 ONTARIO INC. carrying on business as SUPERIOR MEDICAL SERVICES INC. and  
SUPERIOR MEDICAL SERVICES, CARLO DE MARIA also known as CARLO VINCE DE  
MARIA also known as CARLO VINCENT DE MARIA also known as CARLO VINCENZO  
DE MARIA, MATTEO PENNACCHIO, FRANK ZITO also known as FRANCESCO ZITO,  
SIMONE SLADKOWSKI, JOBEC TRADE FINANCE INC., 1461350 ONTARIO INC.,  
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LINK CANADA INC., 2339989 ONTARIO INC., 2252364 ONTARIO INC., 2224754  
ONTARIO LTD., 6980023 CANADA INC. operating as LIVING BENEFITS  
and MILLWALK ENTERPRISES INC.

Defendants

ORDER

- 2 -

NOTICE

If you, as a Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least five (5) days notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

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

**THIS MOTION**, brought without notice by the Plaintiff, TRADE CAPITAL FINANCE CORP., for an interim Order in the form of a Mareva injunction amending the Order of Justice Ricchetti dated May 6, 2015 to restrain each of the defendant, Simone Sladkowski, and the non-party, Mark Pintucci, from dissipating their assets and other relief, ("Mareva Respondent") was heard this day at the Courthouse, 7755 Hurontario Street, Brampton, Ontario.

ON READING the Affidavits of Darcy Thompson sworn April 30, 2015, May 4, 2015, and March 1, 2016, the Affidavit of Kevin D. Bousquet sworn April 27, 2015, and the Affidavit of Catherine Herring sworn April 27, 2015, and on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order as set out in the Guarantee of Parkview Capital TCFC Inc. dated April 29, 2015,

**Mareva Injunction**

1. **THIS COURT ORDERS** that each Mareva Respondent and its servants, employees, agents, assigns, officers, directors, affiliates and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of any of the Mareva Respondents, that are located in Canada or the United States, including but not limited to the assets and accounts listed in Schedule "A" hereto;

- 3 -

- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and,
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

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

#### **Ordinary Living Expenses**

3. **THIS COURT ORDERS** that any Mareva Respondent may apply for an order, on at least five (5) days notice to the Plaintiff, specifying the amount of funds which such Mareva Respondent seeks to have exempted from this Order as being needed and required by the Mareva Respondent for his/its ordinary living expenses and legal advice and representation.

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5. **THIS COURT ORDERS** that each Mareva Respondent submit to examinations under oath within thirty (30) days of the delivery by such Mareva Respondent of the aforementioned sworn statements or by such later date as may be confirmed by the Plaintiff's counsel of record.

The Mareva Respondent shall bring to the said examination all original books, records and other documents relating to all financial affairs and assets of the said Mareva Respondent.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate a particular Mareva Respondent, such Mareva Respondent shall immediately seek an order within forty eight (48) hours permitting the Mareva Respondent not to answer the question or provide the information required to be provided herein or, alternatively, an order that any answer or information provided in accordance with this order shall not be admissible in any criminal proceedings in Canada, failing which, the Mareva Respondent shall answer any and all relevant questions regarding his/its financial affairs and assets.

#### **Third Parties**

7. **THIS COURT ORDERS** The Toronto-Dominion Bank also known as TD Canada Trust, The Bank of Nova Scotia also known as Scotiabank, Canadian Imperial Bank of Commerce also known as CIBC, Royal Bank of Canada also known as RBC, Bank of Montreal also known as BMO, City Savings and Credit Union Limited and the Buduchnist Credit Union Limited (the "Financial Institutions") to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Respondents held in any account or on credit or on behalf of any Mareva Respondent with the Financial Institutions, including but not limited to the accounts listed in Schedule "A" hereto.

8. **THIS COURT ORDERS** that the Financial Institutions forthwith disclose and deliver up to the Plaintiff any and all records held by the Financial Institutions, and not already delivered to the Plaintiff, in any way relating to the Mareva Respondents whether such documentation includes information relating to assets and accounts other than those listed in Schedule "A" hereto or disclose the existence, nature, value and location of any other monies or assets or credit, wherever situate, held by or on behalf of the Mareva Respondents.

#### **Alternative Payment of Security into Court**

9. **THIS COURT ORDERS** that this Order will cease to have effect as against the Mareva Respondents if the Mareva Respondents, or any of them, deposit with the Accountant of the Superior Court of Justice to the credit of this action in total the sum of \$10,000,000.00 (CDN).

Variation, Discharge or Extension of Order

10. THIS COURT ORDERS that anyone served with or notified of this Order may apply, to the Court, to vary or discharge this order, on five (5) days' notice to the Plaintiff and all other parties.

11. THIS COURT ORDERS that this Order will be brought back before ~~the Judge who~~ *Justice Mackenzie* issued this Order on ~~MARCH 30, 2016.~~ *in Guelph ON at 10 a.m.* All motions or applications to vary or discharge this Order, or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order with the exception of: *MCS/*

- (a) urgent matters for which the Judge is not available; or
- (b) as otherwise directed by the Judge.

Service of Materials

12. THIS COURT ORDERS that the Plaintiff may serve the materials filed in relation to this Order, but not the order itself, on any person by attachments in PDF file format on a USB stick.

*[Handwritten signature]*  
Ricchetti, J.  
EMERY, J.

ENTERED
AT BRAMPTON
MAR 24 2016
BOOK No. 73-63
INITIALS <i>[Handwritten initials]</i>

## SCHEDULE "A"

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
Canadian Imperial Bank of Commerce / President's Choice Financial	P.O. Box 603 STN Agincourt Scarborough, Ontario M1S 5K9	Mark Pintucci	83764118
Bank of Montreal	1700 Wilson Avenue Downsview, Ontario M3L 1B2	Mark Pintucci	0373-3155-740
City Savings and Credit Union Limited	6002 Yonge Street North York, Ontario M2M 3V9	Simona Sladkowski aka Simone Sladkowski	n/a

TRADE CAPITAL FINANCE CORP.  
(Plaintiff)

vs

PETER COOK et al  
(Defendants)

Court File No. CV-15-2110-00

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ONTARIO  
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

---

ORDER

---

LOOPSTRA NIXON LLP  
Barristers and Solicitors  
135 Queens Plate Drive, Suite 600  
Toronto, Ontario  
M9W 6V7

Michael B. McWilliams  
LSUC#47320R

Peter W.G. Carey  
LSUC#29410Y

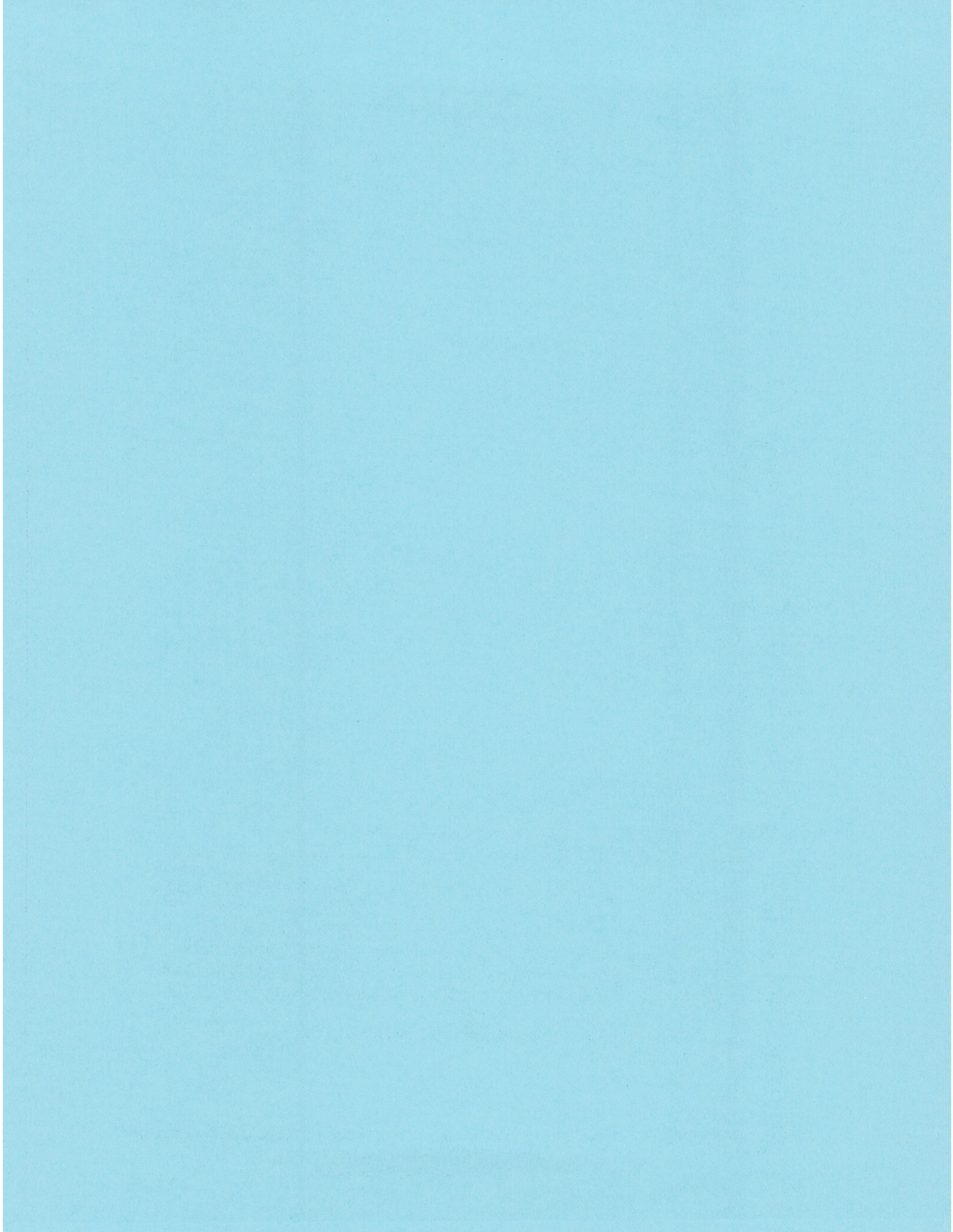
Christopher R. Lee  
LSUC#54040J

Tel: (416) 746-4710

Fax: (416) 746-8319

Lawyers for the Plaintiff







# LOOPSTRA NIXON LLP

BARRISTERS AND SOLICITORS

**Michael B. McWilliams\***

\*Michael B. McWilliams Professional Corporation

Direct Line: 416-748-4766

E-mail: mmcwilliams@loonix.com

April 1, 2016

**SENT BY EMAIL**

Buduchnist Credit Union Limited  
2280 Bloor Street West  
Toronto, Ontario  
M6S 1N9

Attention: Oksana Prociuk

- and to -

Dentons LLP  
Barristers and Solicitors  
77 King Street West  
Suite 400  
Toronto, Ontario  
M5K 0A1

Attention: Barbara Grossman

Dear Ms. Prociuk and Ms. Grossman:

**Re: Trade Capital Finance Corp. and Peter Cook et al**  
**Our File No. TCFC010**

---

Enclosed please find the Endorsement of Justice Mackenzie dated March 30, 2016, which is served upon you pursuant to the *Rules of Civil Procedure*. As you will see, the Endorsement extends the Mareva Orders dated March 24, 2016, which were previously served upon you. We are in the process of having the formal order issued and entered and will provide you with a copy as soon as possible. Therefore, please be aware that the new Mareva Orders remain in effect against the following parties:

- Simona Sladkowski also known as Simone Sladkowski
- Mark Pintucci
- Tax Tag Inc.



- 2454904 Ontario Inc.
- Osman Khan
- 2497743 Ontario Limited

These Mareva Orders continue to be in addition to the Mareva Order dated May 6, 2015, which is unchanged and in full force and effect.

If you have any questions or concerns, please do not hesitate to contact our office.

Yours truly,

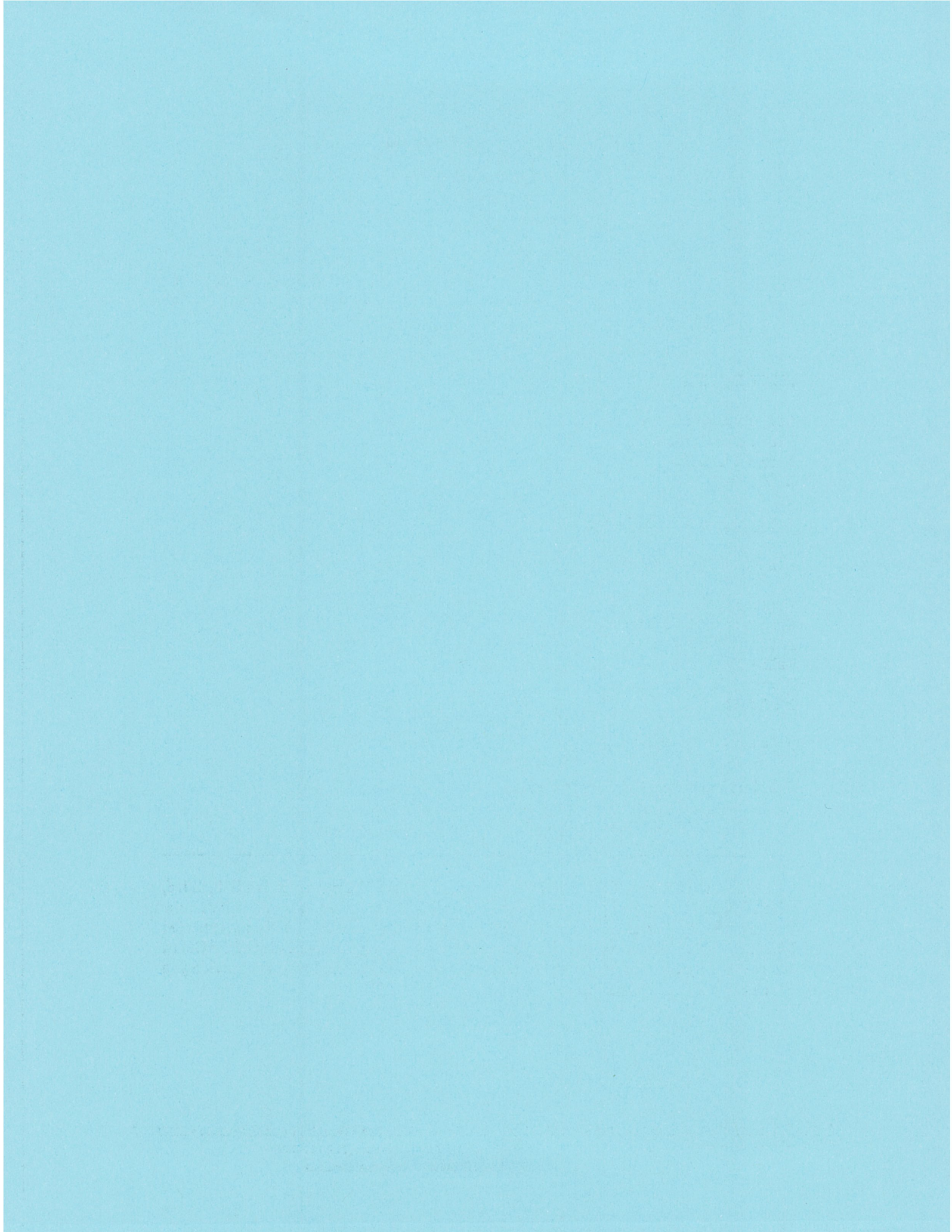
LOOPSTRA NIXON LLP

Per: 

Michael B. McWilliams

MBM/ac  
Enclosure  
cc *Trade Capital Finance Corp.*





**LOOPSTRA NIXON LLP**

BARRISTERS AND SOLICITORS

**Michael B. McWilliams\***

\*Michael B. McWilliams Professional Corporation

Direct Line: 416-748-4766

E-mail: mmcwilliams@loonix.com

April 11, 2016

**SENT BY EMAIL**

Buduchnist Credit Union Limited  
2280 Bloor Street West  
Toronto, Ontario  
M6S 1N9

Attention: Oksana Prociuk

- and to -

Dentons LLP  
Barristers and Solicitors  
77 King Street West  
Suite 400  
Toronto, Ontario  
M5K 0A1

Attention: Barbara Grossman

Dear Ms. Prociuk and Ms. Grossman:

**Re: Trade Capital Finance Corp. and Peter Cook et al**  
**Our File No. TCFC010**

---

Enclosed please find the Endorsement of Justice Emery dated April 8, 2016, which is served upon you pursuant to the *Rules of Civil Procedure*. As you will see, the Endorsement further extends the Mareva Orders dated March 24, 2016 and extended March 30, 2016, which were previously served upon you, until further order of the Court. We are in the process of having the formal order issued and entered and will provide you with a copy as soon as possible.



If you have any questions or concerns, please do not hesitate to contact our office.

Yours truly,

LOOPSTRA NIXON LLP

Per:

A handwritten signature in black ink, appearing to read 'Michael B. McWilliams'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael B. McWilliams

MBM/ac  
Enclosure  
cc *Trade Capital Finance Corp.*

ENDORSEMENT

Short Style of Cause: *Trade Capital vs Cook, P et al* File No. *CU-15-2110-a*

Date	Counsel	
APR 08 2016	Lee, C (Pl)	On Consent, the
	Parley, A (Def)	Order made without notice
	(for Kent 245 Inc)	on March 24, 2016 against
	Simmons, R (Def)	Ms. Sladkowski, Div. Pintucci
	(for TAG)	and the defendants defined
	Shore, A (Def)	as the Klon Group, and
	(for 116 Inc & De Maria, C)	extended by Justice
	Lickaris, D (Def)	MacKenzie on March 30, 2016,
	(for Sladkowski, S)	is hereby extended until
	Pintucci, M (Def/Rep)	further order of the court,
		without prejudice to
		all rights of the affected
		parties and persons.
		On consent, the
		motion of the Plaintiff is
		adjourned to <u>May 20, 2016</u>
		for one full day before me.
		I consider myself seized
		of that motion and any
		motion to vary the order I made
		on March 24, 2016 or the Undertaking
		given for the order made by
		Justice Macchetti on May 6, 2015



## ENDORSEMENT

Short Style of Cause:

File No. CV-15-2110

Date	Counsel	
		that extends to my order,
		as amended. However, I
		do not consider myself seized
		of any other motion, or for
		the purposes of hearing all
		motions in this action or any
		related proceeding unless
		I am appointed by the RST
		of Central West Region as
		the case management judge
		for same under Rule 37.15.
		There will be a
		conference call arranged
		with all counsel and
		self-represented parties
		at 9 or 9:30 am on one
		morning during the week
		of April 25, 2016 if counsel
		arrange that call with
		me through my judicial
		assistant, Mr. Christopher
		Charles, at (905) 456-4835.
		If Ms. Stankowski
		seeks an order to vary

ENDORSEMENT

Short Style of Cause:

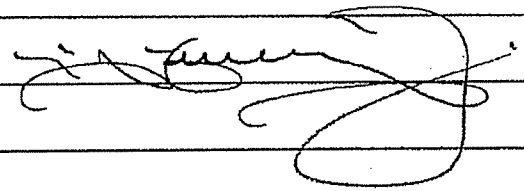
File No. C.U-15-2110-02

Date	Counsel	

APR 08 2016

The order made on March 29, 2016 prior to May 20, 2016, she has leave to bring that motion on a regular motions day in Brantford before the presiding judge and in that instance, I do not consider myself seized.

The Budechick Credit Union Limited may file material and be heard as an affected person on May 20, 2016.



**Tab J**

THIS IS EXHIBIT "J" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

37. There are a small number of paragraphs with respect to 116 with which I am familiar and can address.

38. Paragraphs 134 to 136 of the statement of claim and paragraphs 534 to 536 of Mr. Thompson's affidavit note that certain payments were made from 116 to a company described as "225" directly in response to a cash chequing request from Racca. The context for those transactions was as follows: On both March 5 and 16, 2013, Racca attended at the Bathurst Street Cash House location to cash cheques. The location did not have sufficient funds to satisfy Racca's request. As a result, I authorized 116 to transfer the necessary funds directly to 225 as per Racca's request. The cheques were then negotiated by Cash House in the normal business course.

39. It is also worth repeating, in connection with the allegations in the statement of claim and affidavits as to the amounts of money "received" by Cash House and 116, that to the extent those amounts represent cheques submitted to Cash House, in the normal course Cash House or 116 immediately paid out 97% of those amounts in cash, retaining only 3% of the amount of each cheque.

**G. Disclosure of assets**

40. In accordance with paragraph 4 of the Order, below is a summary of my personal assets, whether in my name or not, solely or jointly owned, directly or indirectly owned, and including any assets held in trust:

Asset	Ownership Structure	Estimated Market Value	Estimated Encumbrances
211 Woodland Acres Crescent (marital home)	Jointly owned with my wife (50% interest)	\$3,000,000	\$1,071,88.50 mortgage with BCU
62116 5 <sup>th</sup> Line, Egbert, Ontario (family cottage)	Jointly owned with my wife (50% interest)	\$350,000	\$214,505.62 mortgage with BCU
319 and 321 Rogers Road (rental properties)	Jointly owned with my father (50% interest)	\$650,000 - \$700,000	\$13,800 mortgage with BCU
Bank account #35926 at BCU	100% owned	\$68,392.69 in chequing account	
RSP account #5J7EJX with QTRADE	100% owned	\$153,025.27	
Bank account #1471 6253586 at TD	100% owned	\$74,812.32 in chequing account	
2012 Fiat 500	100% owned	\$12,000 - \$15,000	
1463549 Ontario Inc. which owns 325 Rogers Road	100% owned	\$350,000 - \$400,000	\$74,369 mortgage with BCU
2321197 Ontario Inc. which owns 46 Puccini Drive (Vicar construction project, in final phase of development)	100% owned	\$2,000,000 (under construction to be completed in the next few months)	\$1,050,000 mortgage with BCU
2321198 Ontario Inc. which owns 87 Elmgrove Drive (Vicar construction project, in preliminary planning phases)	100% owned	\$780,000	Nil.
2321198 Ontario Inc.	100% owned	\$500,000	Nil.

Asset	Ownership Structure	Estimated Market Value	Estimated Encumbrances
which owns 80 Bass Pro Mills Drive, Unit #8 (Vicar head office)			
Vicar Corporate Holdings bank account #61525 at BCU	100%	\$471,634.19 in cash	

41. In accordance with paragraph 4 of the Order, below is a summary of 116's assets, whether in its name or not, solely or jointly owned, directly or indirectly owned, and including any assets held in trust:

Asset	Ownership Structure	Estimated Market Value	Estimated Encumbrances
323 Rogers Road (rental property)	100% owned by 116, and thus 50% owned by me	\$400,000	\$84,234 mortgage with BCU
267 Caledonia Road (rental property)	100% owned by 116, and thus 50% owned by me	\$750,000	\$121,383 mortgage with BCU
282 Caledonia Road (rental property)	100% owned by 116, and thus 50% owned by me	\$600,000	\$68,372.17 mortgage with BCU
Bank account #37922 with BCU	100% owned by 116, and thus 50% owned by me	Nil.	\$550,000 drawn on line of credit

**Tab K**



THIS IS EXHIBIT "K" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



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A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

**Transaction History**

MEMBER NUMBER: 35926

MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: regular

FOR THE PERIOD: 01May2015

TO: 07Aug2017

CREATED ON: 20Feb2020

**Chequing Account, Sub: 1**
 OPENED: 23Feb2009  
 LAST ACTIVITY: 06Dec2019

Date	Account Activity	Amount	Balance
01May2015	Transfer out to loan sub: 2	-905.00	74,392.69
07May2015	Transfer out to loan sub: 3	-6,000.00	68,392.69
15May2015	Transfer out to loan sub: 2	-905.00	67,487.69
01Jun2015	Deposit Correction to May 7 debit	6,000.00	73,487.69
01Jun2015	Deposit Correction to May 15 debit	905.00	74,392.69
30Jun2015	credit interest	7.13	74,399.82
07Aug2016	Transfer out to loan sub: 2	-1,800.00	72,599.82
07Aug2016	Transfer out to loan sub: 3	-6,000.00	66,599.82
07Sep2016	Transfer out to loan sub: 3	-6,000.00	60,599.82
07Sep2016	Transfer out to loan sub: 2	-1,800.00	58,799.82
05Oct2016	Deposit Cash	7,851.00	66,650.82
07Oct2016	Transfer out to loan sub: 3	-6,000.00	60,650.82
07Oct2016	Transfer out to loan sub: 2	-1,800.00	58,850.82
07Nov2016	Transfer out to loan sub: 3	-6,000.00	52,850.82
07Nov2016	Transfer out to loan sub: 2	-1,800.00	51,050.82
05Dec2016	Pre-Authorized Debit - Incoming Qtrade Investor Ref#9102	-141.25	50,909.57
07Dec2016	Transfer out to loan sub: 3	-6,000.00	44,909.57
07Dec2016	Transfer out to loan sub: 2	-1,800.00	43,109.57
07Jan2017	Transfer out to loan sub: 3	-6,000.00	37,109.57
07Jan2017	Transfer out to loan sub: 2	-1,800.00	35,309.57
07Feb2017	Transfer out to loan sub: 3	-6,000.00	29,309.57
07Feb2017	Transfer out to loan sub: 2	-1,800.00	27,509.57
07Mar2017	Transfer out to loan sub: 3	-6,000.00	21,509.57
07Mar2017	Transfer out to loan sub: 2	-1,800.00	19,709.57
07Apr2017	Transfer out to loan sub: 3	-6,000.00	13,709.57
07Apr2017	Transfer out to loan sub: 2	-1,800.00	11,909.57
07May2017	Transfer out to loan sub: 3	-6,000.00	5,909.57
07May2017	Transfer out to loan sub: 2	-1,800.00	4,109.57
07Jun2017	Transfer out to loan sub: 2	-1,800.00	2,309.57
07Jul2017	Transfer out to loan sub: 2	-1,800.00	509.57
07Aug2017	Transfer out to loan sub: 2	-750.00	-240.43
<b>Account Totals:</b>		<b>-75,538.12</b>	<b>-240.43</b>

# Tab L

THIS IS EXHIBIT "L" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

**Transaction History**

MEMBER NUMBER: 35926  
 MEMBER NAME: Demaria Carlo  
 ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
 BENEFIT: regular

FOR THE PERIOD: 13Feb2001  
 TO: 20Feb2020  
 CREATED ON: 20Feb2020

**DEMAND SUMMARY**

Account Type	Line of Credit	Total Holds	Ledger Balance	Available Balance
Chequing Account, Sub: 1	0.00	0.00	82,350.00	82,350.00
Chequing Account, Sub: 2	0.00	3,000,000.00	0.00	-3,000,000.00
Daily Savings Account, Sub: 1	0.00	0.00	264.71	264.71
Membership Share Account, Sub: 1	0.00	0.00	100.00	100.00
Patronage Bonus Share Account, Sub: 1	0.00	0.00	0.00	0.00
US Savings Account, Sub: 1	0.00	0.00	25.18	25.18

**LOAN SUMMARY**

Account Type	Payment Due	Interest Rate	Payment Amount	Balance
1st Mortgage Retail, Sub: 1		0.0000	0.00	0.00
1st Mortgage Retail, Sub: 2	07May2019	3.2900	750.00	-206,374.49
1st Mortgage Retail, Sub: 3		0.0000	0.00	0.00
1st Mortgage Retail, Sub: 4	06Jan2020	4.5000	6,653.00	0.00
1st Mortgage Retail, Sub: 5	01Feb2020	4.5000	6,653.00	-1,048,845.99

**Tab M**

THIS IS EXHIBIT "M" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.

A handwritten signature in blue ink, consisting of a stylized 'I' followed by a large, sweeping loop.

---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

**Transaction History**

MEMBER NUMBER: 64114  
 MEMBER NAME: 2321197 Ontario Inc.  
 JOINT MEMBER NAME: Demaria Carlo  
 ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
 BENEFIT: business

FOR THE PERIOD: 22Mar2012  
 TO: 19Feb2020  
 CREATED ON: 19Feb2020

**DEMAND SUMMARY**

<b>Account Type</b>	<b>Line of Credit</b>	<b>Total Holds</b>	<b>Ledger Balance</b>	<b>Available Balance</b>
Current Account, Sub: 1	0.00	0.00	0.26	0.26
Current Account, Sub: 2	0.00	1,660,000.00	0.00	-1,660,000.00
Current Account, Sub: 3	0.00	0.00	0.00	0.00
Current Account, Sub: 4	2,200,000.00	0.00	-2,437,008.39	-237,008.39
Daily Savings Account, Sub: 1	0.00	0.00	0.00	0.00
Membership Share Account, Sub: 1	0.00	0.00	100.00	100.00
Patronage Bonus Share Account, Sub: 1	0.00	0.00	127.31	127.31



**Transaction History**

MEMBER NUMBER: 64114

MEMBER NAME: 2321197 Ontario Inc.

JOINT MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

**Current Account, Sub: 1**

OPENED: 22Mar2012

LAST ACTIVITY: 30Oct2017

Date	Account Activity	Amount	Balance
26Mar2012	Transfer in from 61525, current sub: 1	450,000.00	450,000.00
26Mar2012	Certified Cheque burych & associates in trust including service charge of \$-10.00 Ref#01	-449,510.00	490.00
09Apr2012	Transfer out to mshare sub: 1	-100.00	390.00
31Jul2013	Transfer out to 61537, current sub: 1	-500,000.00	-499,610.00
31Jul2013	Transfer out to 61537, current sub: 1	-500,000.00	-999,610.00
31Jul2013	Transfer out to 61537, current sub: 1	-300,000.00	-1,299,610.00
31Jul2013	debit interest	-142.42	-1,299,752.42
26Aug2013	Withdrawal Appraisal update/62 Pleasant	-282.50	-1,300,034.92
26Aug2013	Withdrawal Appraisal update/58 Pleasant	-282.50	-1,300,317.42
31Aug2013	debit interest	-4,415.97	-1,304,733.39
30Sep2013	debit interest	-4,289.53	-1,309,022.92
01Oct2013	Transfer in from 61525, current sub: 2	375,750.00	-933,272.92
01Oct2013	Transfer in from 61525, current sub: 2	400,000.00	-533,272.92
01Oct2013	Certified Cheque BURYCH LAWYERS including service charge of \$-10.00 Ref#001	-400,010.00	-933,282.92
01Oct2013	Certified Cheque burych lawyers in trust including service charge of \$-10.00 Ref#002	-375,760.00	-1,309,042.92
31Oct2013	debit interest	-4,447.16	-1,313,490.08
30Nov2013	debit interest	-4,318.32	-1,317,808.40
31Dec2013	debit interest	-4,476.94	-1,322,285.34
16Jan2014	Transfer in from 37922, cheq sub: 1	10,000.00	-1,312,285.34
31Jan2014	debit interest	-4,474.61	-1,316,759.95
28Feb2014	debit interest	-4,040.47	-1,320,800.42
24Mar2014	Deposit Cheque	401,201.92	-919,598.50
24Mar2014	Transfer in from 61537, current sub: 1	333,485.44	-586,113.06
31Mar2014	debit interest	-3,842.99	-589,956.05
30Apr2014	debit interest	-1,939.58	-591,895.63
31May2014	debit interest	-2,010.82	-593,906.45
30Jun2014	debit interest	-1,952.57	-595,859.02
31Jul2014	debit interest	-2,024.29	-597,883.31
31Aug2014	debit interest	-2,031.17	-599,914.48
30Sep2014	debit interest	-1,972.32	-601,886.80
01Oct2014	Deposit Cheque	301,159.08	-300,727.72
21Oct2014	Withdrawal Discharge administration fee	-150.00	-300,877.72
31Oct2014	debit interest	-1,021.83	-301,899.55
18Nov2014	Deposit Cheque	302,612.25	712.70
18Nov2014	Withdrawal Discharge admin fee	-150.00	562.70
30Nov2014	debit interest	-562.44	0.26
22Dec2014	Deposit 67977	300,000.00	300,000.26
22Dec2014	Deposit 67977	231,000.00	531,000.26
22Dec2014	Certified Cheque Burych Lawyers in Trust including service charge of \$-10.00 Ref#001	-281,010.00	249,990.26
22Dec2014	Deposit Cash	10.00	250,000.26
22Dec2014	Certified Cheque Burych Lawyers in Trust Ref#002	-250,000.00	0.26
	<b>Account Totals:</b>	<b>0.26</b>	<b>0.26</b>

**Transaction History**

MEMBER NUMBER: 64114

MEMBER NAME: 2321197 Ontario Inc.

JOINT MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

**Current Account, Sub: 4**

Line of Credit, limit: \$ 2,200,000.00

OPENED: 05Feb2016

LAST ACTIVITY: 09May2019

Date	Account Activity	Amount	Balance
12Feb2016	Withdrawal Withdrawal to cover cheques	-2,200,000.00	-2,200,000.00
29Feb2016	debit interest	-3,634.52	-2,203,634.52
24Mar2016	Transfer in from daily sub: 1	119.23	-2,203,515.29
29Mar2016	Transfer in from 61525, current sub: 2	10,000.00	-2,193,515.29
30Mar2016	Transfer in from 61537, current sub: 1	10,000.00	-2,183,515.29
31Mar2016	service fee of \$-25.00 debit interest of \$-6,316.81	-6,341.81	-2,189,857.10
30Apr2016	debit interest	-6,029.61	-2,195,886.71
06May2016	Transfer in from 61537, current sub: 1	8,000.00	-2,187,886.71
31May2016	Deposit	6,000.00	-2,181,886.71
31May2016	debit interest	-6,228.11	-2,188,114.82
30Jun2016	Transfer in from 61537, current sub: 1	10,000.00	-2,178,114.82
30Jun2016	debit interest	-6,023.89	-2,184,138.71
31Jul2016	debit interest	-6,214.32	-2,190,353.03
31Aug2016	Deposit vicar	10,000.00	-2,180,353.03
31Aug2016	debit interest	-6,231.09	-2,186,584.12
30Sep2016	Deposit vicar	10,000.00	-2,176,584.12
30Sep2016	debit interest	-6,019.68	-2,182,603.80
31Oct2016	Transfer in from 61537, current sub: 1	10,000.00	-2,172,603.80
31Oct2016	debit interest	-6,209.04	-2,178,812.84
30Nov2016	Transfer in from 61537, current sub: 1	10,000.00	-2,168,812.84
30Nov2016	debit interest	-5,998.28	-2,174,811.12
30Dec2016	Transfer in from 61537, current sub: 1	10,000.00	-2,164,811.12
31Dec2016	debit interest	-6,185.95	-2,170,997.07
31Jan2017	Transfer in from 61537, current sub: 1, vicar	10,000.00	-2,160,997.07
31Jan2017	debit interest	-6,176.02	-2,167,173.09
28Feb2017	Transfer in from 61537, current sub: 1	10,000.00	-2,157,173.09
28Feb2017	debit interest	-5,568.42	-2,162,741.51
31Mar2017	debit interest	-6,153.44	-2,168,894.95
07Apr2017	Transfer in from 70507, current sub: 1	10,000.00	-2,158,894.95
30Apr2017	debit interest	-5,949.86	-2,164,844.81
31May2017	debit interest	-6,159.43	-2,171,004.24
30Jun2017	debit interest	-5,977.70	-2,176,981.94
24Jul2017	Transfer in from 49876, cheq sub: 1	19,500.00	-2,157,481.94
31Jul2017	debit interest	-6,310.27	-2,163,792.21
31Aug2017	debit interest	-6,523.98	-2,170,316.19
30Sep2017	debit interest	-6,674.47	-2,176,990.66
30Oct2017	Transfer in from 61537, current sub: 1	21,000.00	-2,155,990.66
31Oct2017	debit interest	-7,021.64	-2,163,012.30
30Nov2017	debit interest	-6,755.71	-2,169,768.01
31Dec2017	debit interest	-7,002.70	-2,176,770.71
31Jan2018	debit interest	-7,234.04	-2,184,004.75
28Feb2018	debit interest	-6,785.37	-2,190,790.12
31Mar2018	debit interest	-7,535.72	-2,198,325.84
30Apr2018	debit interest	-7,317.71	-2,205,643.55
31May2018	debit interest	-7,672.85	-2,213,316.40
30Jun2018	debit interest	-7,564.08	-2,220,880.48
31Jul2018	debit interest	-8,258.92	-2,229,139.40
07Aug2018	Withdrawal All-Risk Ins-87 Elm Grove 71221	-7,621.56	-2,236,760.96
31Aug2018	service fee of \$-25.00 debit interest of \$-8,693.83	-8,718.83	-2,245,479.79
30Sep2018	debit interest	-8,597.72	-2,254,077.51
31Oct2018	debit interest	-9,150.43	-2,263,227.94
30Nov2018	debit interest	-9,370.70	-2,272,598.64
13Dec2018	wire withdrawal wire KV Kofman Inc. including service charge of \$-35.00	-30,035.00	-2,302,633.64
31Dec2018	service fee of \$-25.00 debit interest of \$-10,202.11	-10,227.11	-2,312,860.75

**Transaction History**

MEMBER NUMBER: 64114

MEMBER NAME: 2321197 Ontario Inc.

JOINT MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

31Jan2019	debit interest	-10,610.44	-2,323,471.19
13Feb2019	Office Cheque All-Risks Ins.-87 Elm Gove Ave., ALL RISKS INSURANCE, Re: 87 Elm Grove Ave., Richmond Hill, ON, Invoice #0468962 including service charge of \$-5.00 Ref#72729	-8,960.36	-2,332,431.55
15Feb2019	wire withdrawal wire KSV Kofman Inc. including service charge of \$-35.00	-15,035.00	-2,347,466.55
28Feb2019	service fee of \$-25.00 debit interest of \$-9,975.97	-10,000.97	-2,357,467.52
31Mar2019	debit interest	-11,443.91	-2,368,911.43
18Apr2019	Deposit wire - KSV Kofman Inc	45,367.66	-2,323,543.77
30Apr2019	service fee of \$-25.00 debit interest of \$-10,926.20	-10,951.20	-2,334,494.97
09May2019	Deposit Cheque Property Insurance Refund	2,687.04	-2,331,807.93
31May2019	service fee of \$-25.00 debit interest of \$-10,977.42	-11,002.42	-2,342,810.35
30Jun2019	debit interest	-10,809.72	-2,353,620.07
31Jul2019	debit interest	-11,372.02	-2,364,992.09
31Aug2019	debit interest	-11,584.51	-2,376,576.60
30Sep2019	debit interest	-11,420.29	-2,387,996.89
31Oct2019	debit interest	-12,014.35	-2,400,011.24
30Nov2019	debit interest	-11,844.04	-2,411,855.28
31Dec2019	debit interest	-12,460.15	-2,424,315.43
31Jan2020	debit interest	-12,692.96	-2,437,008.39
<b>Account Totals:</b>		<b>-2,437,008.39</b>	<b>-2,437,008.39</b>

**Transaction History**

MEMBER NUMBER: 64114

MEMBER NAME: 2321197 Ontario Inc.

JOINT MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

**Daily Savings Account, Sub: 1**

OPENED: 31Jan2014

LAST ACTIVITY: 24Mar2016

<b>Date</b>	<b>Account Activity</b>	<b>Amount</b>	<b>Balance</b>
31Jan2014	Transfer in from mshare sub: 1	3.00	3.00
31Jan2014	Transfer in from pshare sub: 1 trf in cash reward	113.03	116.03
28Feb2014	credit interest	0.01	116.04
31Mar2014	credit interest	0.01	116.05
30Apr2014	credit interest	0.01	116.06
31May2014	credit interest	0.01	116.07
30Jun2014	credit interest	0.01	116.08
31Jul2014	credit interest	0.01	116.09
31Aug2014	credit interest	0.01	116.10
30Sep2014	credit interest	0.01	116.11
31Oct2014	credit interest	0.01	116.12
30Nov2014	credit interest	0.01	116.13
31Dec2014	credit interest	0.01	116.14
31Jan2015	Transfer in from mshare sub: 1	3.00	119.14
31Jan2015	credit interest	0.01	119.15
28Feb2015	credit interest	0.01	119.16
31Mar2015	credit interest	0.01	119.17
31May2015	credit interest	0.01	119.18
31Jul2015	credit interest	0.01	119.19
31Aug2015	credit interest	0.01	119.20
31Oct2015	credit interest	0.01	119.21
31Dec2015	credit interest	0.01	119.22
31Jan2016	credit interest	0.01	119.23
24Mar2016	Transfer out to current sub: 4	-119.23	0.00
<b>Account Totals:</b>		<b>0.00</b>	<b>0.00</b>

**Transaction History**

MEMBER NUMBER: 64114

MEMBER NAME: 2321197 Ontario Inc.

JOINT MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

**Membership Share Account, Sub: 1**

OPENED: 22Mar2012

LAST ACTIVITY: 31Jan2015

<b>Date</b>	<b>Account Activity</b>	<b>Amount</b>	<b>Balance</b>
09Apr2012	Transfer in from current sub: 1	100.00	100.00
31Jan2014	Dividends	3.00	103.00
31Jan2014	Transfer out to daily sub: 1	-3.00	100.00
31Jan2015	Dividends	3.00	103.00
31Jan2015	Transfer out to daily sub: 1	-3.00	100.00
<b>Account Totals:</b>		<b>100.00</b>	<b>100.00</b>

**Transaction History**

MEMBER NUMBER: 64114

MEMBER NAME: 2321197 Ontario Inc.

JOINT MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

**Patronage Bonus Share Account, Sub: 1**

OPENED: 31Jan2014

LAST ACTIVITY: 31Jan2017

<b>Date</b>	<b>Account Activity</b>	<b>Amount</b>	<b>Balance</b>
31Jan2014	Dividends Patronage Dividend	226.06	226.06
31Jan2014	Transfer out to daily sub: 1 trf out cash reward, trf in cash reward	-113.03	113.03
31Jan2015	Dividends	4.14	117.17
31Jan2016	Dividends	4.67	121.84
31Jan2017	Dividends	5.47	127.31
<b>Account Totals:</b>		<b>127.31</b>	<b>127.31</b>



**Transaction History**

MEMBER NUMBER: 64114  
MEMBER NAME: 2321197 Ontario Inc.  
JOINT MEMBER NAME: Demaria Carlo  
ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
BENEFIT: business

FOR THE PERIOD: 22Mar2012  
TO: 19Feb2020  
CREATED ON: 19Feb2020

**Current Account, Sub: 2**

OPENED: 03Dec2012  
LAST ACTIVITY:

No transactions found.

**Transaction History**

MEMBER NUMBER: 64114  
MEMBER NAME: 2321197 Ontario Inc.  
JOINT MEMBER NAME: Demaria Carlo  
ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
BENEFIT: business

FOR THE PERIOD: 22Mar2012  
TO: 19Feb2020  
CREATED ON: 19Feb2020

**Current Account, Sub: 3**

OPENED: 12Feb2016  
LAST ACTIVITY:

No transactions found.



**Tab N**

THIS IS EXHIBIT "N" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



---

A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

**Transaction History**

MEMBER NUMBER: 64115  
 MEMBER NAME: 2321198 Ontario Inc.  
 ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
 BENEFIT: business

FOR THE PERIOD: 22Mar2012  
 TO: 19Feb2020  
 CREATED ON: 19Feb2020

**DEMAND SUMMARY**

Account Type	Line of Credit	Total Holds	Ledger Balance	Available Balance
Current Account, Sub: 1	2,500,000.00	0.00	-2,787,893.95	-287,893.95
Current Account, Sub: 2	0.00	830,000.00	0.00	-830,000.00
Current Account, Sub: 3	0.00	0.00	0.00	0.00
Daily Savings Account, Sub: 1	0.00	0.00	6.00	6.00
Membership Share Account, Sub: 1	0.00	0.00	100.00	100.00

**LOAN SUMMARY**

Account Type	Payment Due	Interest Rate	Payment Amount	Balance
Commercial 1st Mortgage, Sub: 1	23Mar2016	5.1500	14,754.33	0.00
Commercial 1st Mortgage, Sub: 2	15Apr2016	3.8500	13,000.00	0.00

**Transaction History**

MEMBER NUMBER: 64115  
 MEMBER NAME: 2321198 Ontario Inc.  
 ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
 BENEFIT: business

FOR THE PERIOD: 22Mar2012  
 TO: 19Feb2020  
 CREATED ON: 19Feb2020

**Current Account, Sub: 1**

Line of Credit, limit: \$ 2,500,000.00

OPENED: 22Mar2012  
 LAST ACTIVITY: 18Apr2019

Date	Account Activity	Amount	Balance
14May2012	Deposit	200.00	200.00
14May2012	Transfer out to mshare sub: 1	-100.00	100.00
27Sep2013	Transfer in from 61525, current sub: 2	300,000.00	300,100.00
27Sep2013	Transfer in from 61525, current sub: 2	289,000.00	589,100.00
27Sep2013	Certified Cheque Burych Lawyers in Trust including service charge of \$-10.00 Ref#001	-300,010.00	289,090.00
27Sep2013	Certified Cheque Burych Lawyers in Trust including service charge of \$-10.00 Ref#002	-289,010.00	80.00
28Feb2015	Withdrawal Dundas purchase	-451,272.74	-451,192.74
28Feb2015	Withdrawal Puccini purchase	-589,169.50	-1,040,362.24
28Feb2015	debit interest	-128.26	-1,040,490.50
05Mar2015	Office Cheque Nestor Wolicki In Trust Ref#B057157	-2,045.52	-1,042,536.02
17Mar2015	Office Cheque Nestor S.Wolicki, Nestor Wolicki including service charge of \$-5.00 Ref#B057169	-3,494.44	-1,046,030.46
25Mar2015	Withdrawal Appraisal update/46 Puccini	-649.75	-1,046,680.21
31Mar2015	debit interest	-3,990.50	-1,050,670.71
07Apr2015	Transfer in from 61537, current sub: 1	2,000.00	-1,048,670.71
30Apr2015	Transfer in from 61537, current sub: 1	5,000.00	-1,043,670.71
30Apr2015	debit interest	-3,881.44	-1,047,552.15
29May2015	Transfer in from 61537, current sub: 1	5,000.00	-1,042,552.15
31May2015	debit interest	-4,001.81	-1,046,553.96
30Jun2015	debit interest	-3,870.82	-1,050,424.78
06Jul2015	Transfer in from 61537, current sub: 1	5,000.00	-1,045,424.78
16Jul2015	Transfer out to 61537, current sub: 1	-500,000.00	-1,545,424.78
16Jul2015	Transfer out to 61537, current sub: 1	-500,000.00	-2,045,424.78
31Jul2015	debit interest	-5,896.58	-2,051,321.36
06Aug2015	Transfer in from 61537, current sub: 1	1,500.00	-2,049,821.36
31Aug2015	debit interest	-7,577.20	-2,057,398.56
01Sep2015	Transfer in from 61537, current sub: 1	7,500.00	-2,049,898.56
22Sep2015	Transfer out to 61525, current sub: 1	-450,000.00	-2,499,898.56
30Sep2015	Deposit	450,000.00	-2,049,898.56
30Sep2015	Transfer in from 61537, current sub: 1	8,000.00	-2,041,898.56
30Sep2015	debit interest	-7,757.18	-2,049,655.74
20Oct2015	Withdrawal	-500,000.00	-2,549,655.74
30Oct2015	Deposit	8,000.00	-2,541,655.74
31Oct2015	debit interest	-8,285.66	-2,549,941.40
30Nov2015	Transfer in from 61537, current sub: 1	10,000.00	-2,539,941.40
30Nov2015	debit interest	-9,115.72	-2,549,057.12
30Dec2015	Deposit Vicar Homes	1,500,000.00	-1,049,057.12
31Dec2015	Deposit	10,000.00	-1,039,057.12
31Dec2015	debit interest	-9,058.82	-1,048,115.94
22Jan2016	Withdrawal	-1,450,000.00	-2,498,115.94
30Jan2016	Deposit	10,000.00	-2,488,115.94
31Jan2016	debit interest	-5,011.97	-2,493,127.91
23Feb2016	Withdrawal appr fee to Myron D. re#64115	-282.50	-2,493,410.41
29Feb2016	Transfer in from 61537, current sub: 1	10,000.00	-2,483,410.41
29Feb2016	debit interest	-7,625.39	-2,491,035.80
30Mar2016	Transfer in from 61537, current sub: 1	10,000.00	-2,481,035.80
31Mar2016	debit interest	-8,143.24	-2,489,179.04
30Apr2016	debit interest	-7,876.72	-2,497,055.76
06May2016	Transfer in from 61537, current sub: 1	7,000.00	-2,490,055.76
31May2016	Deposit	10,000.00	-2,480,055.76
31May2016	debit interest	-8,144.78	-2,488,200.54
30Jun2016	Transfer in from 61537, current sub: 1	10,000.00	-2,478,200.54
30Jun2016	debit interest	-7,872.57	-2,486,073.11
30Jul2016	Transfer in from 70507, current sub: 1	10,000.00	-2,476,073.11
30Jul2016	Transfer in from 70507, current sub: 1	10,000.00	-2,466,073.11
31Jul2016	debit interest	-8,124.90	-2,474,198.01

**Transaction History**

MEMBER NUMBER: 64115

MEMBER NAME: 2321198 Ontario Inc.

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

31Aug2016	Deposit vicar	10,000.00	-2,464,198.01
31Aug2016	debit interest	-8,089.23	-2,472,287.24
30Sep2016	Deposit vicar	10,000.00	-2,462,287.24
30Sep2016	debit interest	-7,822.21	-2,470,109.45
31Oct2016	Transfer in from 61537, current sub: 1	10,000.00	-2,460,109.45
31Oct2016	debit interest	-8,075.86	-2,468,185.31
30Nov2016	Transfer in from 61537, current sub: 1	10,000.00	-2,458,185.31
30Nov2016	debit interest	-7,809.23	-2,465,994.54
30Dec2016	Transfer in from 61537, current sub: 1	10,000.00	-2,455,994.54
31Dec2016	debit interest	-8,061.35	-2,464,055.89
31Jan2017	Transfer in from 61537, current sub: 1, vicar	10,000.00	-2,454,055.89
31Jan2017	debit interest	-8,056.07	-2,462,111.96
28Feb2017	Transfer in from 61537, current sub: 1	10,000.00	-2,452,111.96
28Feb2017	debit interest	-7,270.61	-2,459,382.57
31Mar2017	debit interest	-8,041.84	-2,467,424.41
07Apr2017	Transfer in from 70507, current sub: 1	10,000.00	-2,457,424.41
30Apr2017	debit interest	-7,782.56	-2,465,206.97
31May2017	debit interest	-8,060.89	-2,473,267.86
30Jun2017	debit interest	-7,826.37	-2,481,094.23
24Jul2017	Transfer in from 49876, cheq sub: 1	25,500.00	-2,455,594.23
31Jul2017	debit interest	-8,240.10	-2,463,834.33
31Aug2017	debit interest	-8,474.92	-2,472,309.25
30Sep2017	debit interest	-8,619.22	-2,480,928.47
30Oct2017	Transfer in from 61537, current sub: 1	27,000.00	-2,453,928.47
31Oct2017	debit interest	-9,054.13	-2,462,982.60
30Nov2017	debit interest	-8,704.79	-2,471,687.39
31Dec2017	debit interest	-9,026.74	-2,480,714.13
31Jan2018	debit interest	-9,297.58	-2,490,011.71
28Feb2018	debit interest	-8,691.16	-2,498,702.87
31Mar2018	debit interest	-9,655.95	-2,508,358.82
30Apr2018	debit interest	-9,500.46	-2,517,859.28
31May2018	debit interest	-9,994.66	-2,527,853.94
30Jun2018	debit interest	-9,852.98	-2,537,706.92
31Jul2018	debit interest	-10,707.98	-2,548,414.90
31Aug2018	debit interest	-11,096.41	-2,559,511.31
30Sep2018	debit interest	-10,939.11	-2,570,450.42
31Oct2018	debit interest	-11,628.01	-2,582,078.43
30Nov2018	debit interest	-11,860.87	-2,593,939.30
13Dec2018	wire withdrawal wire KSV Kofman Inc. including service charge of \$-35.00	-5,035.00	-2,598,974.30
31Dec2018	service fee of \$-25.00 debit interest of \$-12,535.51	-12,560.51	-2,611,534.81
31Jan2019	debit interest	-12,806.62	-2,624,341.43
15Feb2019	wire withdrawal wire KSV Kofman Inc. including service charge of \$-35.00	-15,035.00	-2,639,376.43
28Feb2019	service fee of \$-25.00 debit interest of \$-11,910.28	-11,935.28	-2,651,311.71
31Mar2019	debit interest	-13,549.85	-2,664,861.56
18Apr2019	Deposit wire - KSV Kofman Inc	21,144.37	-2,643,717.19
30Apr2019	service fee of \$-25.00 debit interest of \$-13,192.09	-13,217.09	-2,656,934.28
31May2019	debit interest	-13,654.91	-2,670,589.19
30Jun2019	debit interest	-13,461.34	-2,684,050.53
31Jul2019	debit interest	-14,161.57	-2,698,212.10
31Aug2019	debit interest	-14,426.18	-2,712,638.28
30Sep2019	debit interest	-14,221.68	-2,726,859.96
31Oct2019	debit interest	-14,961.47	-2,741,821.43
30Nov2019	debit interest	-14,749.37	-2,756,570.80
31Dec2019	debit interest	-15,516.61	-2,772,087.41
31Jan2020	debit interest	-15,806.54	-2,787,893.95
<b>Account Totals:</b>		<b>-2,787,893.95</b>	<b>-2,787,893.95</b>

**Transaction History**

MEMBER NUMBER: 64115

MEMBER NAME: 2321198 Ontario Inc.

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

**Daily Savings Account, Sub: 1**

Date	Account Activity	Amount	Balance
31Jan2014	Transfer in from mshare sub: 1	3.00	3.00
31Jan2015	Transfer in from mshare sub: 1	3.00	6.00
Account Totals:		6.00	6.00

**Transaction History**

MEMBER NUMBER: 64115

MEMBER NAME: 2321198 Ontario Inc.

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: business

FOR THE PERIOD: 22Mar2012

TO: 19Feb2020

CREATED ON: 19Feb2020

**Membership Share Account, Sub: 1**

OPENED: 22Mar2012

LAST ACTIVITY: 31Jan2015

Date	Account Activity	Amount	Balance
14May2012	Transfer in from current sub: 1	100.00	100.00
31Jan2014	Dividends	3.00	103.00
31Jan2014	Transfer out to daily sub: 1	-3.00	100.00
31Jan2015	Dividends	3.00	103.00
31Jan2015	Transfer out to daily sub: 1	-3.00	100.00
<b>Account Totals:</b>		<b>100.00</b>	<b>100.00</b>

**Transaction History**

MEMBER NUMBER: 64115  
MEMBER NAME: 2321198 Ontario Inc.  
ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
BENEFIT: business

FOR THE PERIOD: 22Mar2012  
TO: 19Feb2020  
CREATED ON: 19Feb2020

**Current Account, Sub: 2**

OPENED: 22Mar2012  
LAST ACTIVITY:

No transactions found.



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**Transaction History**

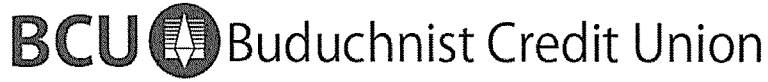
MEMBER NUMBER: 64115  
MEMBER NAME: 2321198 Ontario Inc.  
ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
BENEFIT: business

FOR THE PERIOD: 22Mar2012  
TO: 19Feb2020  
CREATED ON: 19Feb2020

**Current Account, Sub: 3**

OPENED: 22Mar2012  
LAST ACTIVITY:

No transactions found.



**Transaction History**

MEMBER NUMBER: 64115  
MEMBER NAME: 2321198 Ontario Inc.  
ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
BENEFIT: business

FOR THE PERIOD: 22Mar2012  
TO: 19Feb2020  
CREATED ON: 19Feb2020

**Commercial 1st Mortgage, Sub: 1**

OPENED: 23Feb2016  
LAST ACTIVITY:

No transactions found.

**Transaction History**

MEMBER NUMBER: 64115  
MEMBER NAME: 2321198 Ontario Inc.  
ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
BENEFIT: business

FOR THE PERIOD: 22Mar2012  
TO: 19Feb2020  
CREATED ON: 19Feb2020

**Commercial 1st Mortgage, Sub: 2**

OPENED: 25Feb2016  
LAST ACTIVITY:

No transactions found.

**Tab 0**

THIS IS EXHIBIT "O" REFERRED TO IN THE  
AFFIDAVIT OF OKSANA PROCIUK SWORN  
BEFORE ME THIS 20th DAY OF FEBRUARY,  
2020.



\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

Ilan Levy,  
a Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires June 13, 2021.

**Transaction History**

MEMBER NUMBER: 35926  
 MEMBER NAME: Demaria Carlo  
 ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada  
 BENEFIT: regular

FOR THE PERIOD: 13Feb2001  
 TO: 20Feb2020  
 CREATED ON: 20Feb2020

**DEMAND SUMMARY**

Account Type	Line of Credit	Total Holds	Ledger Balance	Available Balance
Chequing Account, Sub: 1	0.00	0.00	82,350.00	82,350.00
Chequing Account, Sub: 2	0.00	3,000,000.00	0.00	-3,000,000.00
Daily Savings Account, Sub: 1	0.00	0.00	264.71	264.71
Membership Share Account, Sub: 1	0.00	0.00	100.00	100.00
Patronage Bonus Share Account, Sub: 1	0.00	0.00	0.00	0.00
US Savings Account, Sub: 1	0.00	0.00	25.18	25.18

**LOAN SUMMARY**

Account Type	Payment Due	Interest Rate	Payment Amount	Balance
1st Mortgage Retail, Sub: 1		0.0000	0.00	0.00
1st Mortgage Retail, Sub: 2	07May2019	3.2900	750.00	-206,374.49
1st Mortgage Retail, Sub: 3		0.0000	0.00	0.00
1st Mortgage Retail, Sub: 4	06Jan2020	4.5000	6,653.00	0.00
1st Mortgage Retail, Sub: 5	01Feb2020	4.5000	6,653.00	-1,048,845.99

**Transaction History**

MEMBER NUMBER: 35926

MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: regular

FOR THE PERIOD: 13Feb2001

TO: 20Feb2020

CREATED ON: 20Feb2020

**1st Mortgage Retail, Sub: 2**

OPENED: 11Mar2009

LAST ACTIVITY: 07Nov2019

Date	Account Activity	Amount	Balance
16Mar2009	Loan Advance Ref#Fund	-299,300.00	-299,300.00
27Mar2009	Transfer in from cheq sub: 1 including debit interest of \$-428.45	466.55	-298,833.45
13Apr2009	Transfer in from cheq sub: 1 including debit interest of \$-660.98, late payment interest of \$-0.35	234.02	-298,599.43
27Apr2009	Transfer in from cheq sub: 1 including debit interest of \$-543.63, late payment interest of \$-0.35	352.02	-298,247.41
11May2009	Transfer in from cheq sub: 1 including debit interest of \$-542.78, late payment interest of \$-0.35	352.87	-297,894.54
23May2009	Transfer in from cheq sub: 1 including debit interest of \$-464.60, late payment interest of \$-0.11	430.40	-297,464.14
08Jun2009	Transfer in from cheq sub: 1 including debit interest of \$-618.42, late payment interest of \$-0.35	277.23	-297,186.91
08Jun2009	Loan Maturity matured Ref#Renewal	0.00	-297,186.91
08Jun2009	Loan Renewal Renewal Ref#Renewal	0.00	-297,186.91
22Jun2009	Transfer in from cheq sub: 1 including debit interest of \$-456.62	438.38	-296,748.53
08Jul2009	Transfer in from cheq sub: 1 including debit interest of \$-521.76, late payment interest of \$-0.20	374.04	-296,374.49
22Jul2009	Transfer in from cheq sub: 1 including debit interest of \$-455.84, late payment interest of \$-0.20	439.96	-295,934.53
03Aug2009	Transfer in from cheq sub: 1 including debit interest of \$-390.15	504.85	-295,429.68
17Aug2009	Transfer in from cheq sub: 1 including debit interest of \$-454.40	440.60	-294,989.08
31Aug2009	Transfer in from cheq sub: 1 including debit interest of \$-453.72	441.28	-294,547.80
14Sep2009	Transfer in from cheq sub: 1 including debit interest of \$-453.04	441.96	-294,105.84
28Sep2009	Transfer in from cheq sub: 1 including debit interest of \$-452.36	442.64	-293,663.20
12Oct2009	Transfer in from cheq sub: 1 including debit interest of \$-451.68	443.32	-293,219.88
26Oct2009	Transfer in from cheq sub: 1 including debit interest of \$-450.99	444.01	-292,775.87
09Nov2009	Transfer in from cheq sub: 1 including debit interest of \$-450.32	444.68	-292,331.19
23Nov2009	Transfer in from cheq sub: 1 including debit interest of \$-449.62	445.38	-291,885.81
07Dec2009	Transfer in from cheq sub: 1 including debit interest of \$-448.95	446.05	-291,439.76
08Dec2009	Loan Payment Extension	0.00	-291,439.76
18Dec2009	Transfer in from cheq sub: 1 including debit interest of \$-352.20	542.80	-290,896.96
04Jan2010	Transfer in from cheq sub: 1 including debit interest of \$-543.15, late payment interest of \$-0.29	351.85	-290,545.11
15Jan2010	Transfer in from cheq sub: 1 including debit interest of \$-351.00	544.00	-290,001.11
29Jan2010	Transfer in from cheq sub: 1 including debit interest of \$-445.90	449.10	-289,552.01
12Feb2010	Transfer in from cheq sub: 1 including debit interest of \$-445.20	449.80	-289,102.21
01Mar2010	Transfer in from cheq sub: 1 including debit interest of \$-539.62, late payment interest of \$-0.30	355.38	-288,746.83
12Mar2010	Transfer in from cheq sub: 1 including debit interest of \$-348.71	546.29	-288,200.54
30Mar2010	Transfer in from cheq sub: 1 including debit interest of \$-569.34, late payment interest of \$-0.39	326.27	-287,874.27
09Apr2010	Transfer in from cheq sub: 1 including debit interest of \$-315.92	579.08	-287,295.19
23Apr2010	Transfer in from cheq sub: 1 including debit interest of \$-441.39	453.61	-286,841.58
08May2010	Transfer in from cheq sub: 1 including debit interest of \$-472.12, late payment interest of \$-0.10	422.88	-286,418.70
21May2010	Transfer in from cheq sub: 1 including debit interest of \$-408.56	486.44	-285,932.26
04Jun2010	Transfer in from cheq sub: 1 including debit interest of \$-439.25	455.75	-285,476.51
18Jun2010	Transfer in from cheq sub: 1 including debit interest of \$-438.54	456.46	-285,020.05
02Jul2010	Transfer in from cheq sub: 1 including debit interest of \$-437.84	457.16	-284,562.89
16Jul2010	Transfer in from cheq sub: 1 including debit interest of \$-437.14	457.86	-284,105.03
30Jul2010	Transfer in from cheq sub: 1 including debit interest of \$-436.43	458.57	-283,646.46
13Aug2010	Transfer in from cheq sub: 1 including debit interest of \$-435.73	459.27	-283,187.19
27Aug2010	Transfer in from cheq sub: 1 including debit interest of \$-435.02	459.98	-282,727.21
10Sep2010	Transfer in from cheq sub: 1 including debit interest of \$-434.31	460.69	-282,266.52
24Sep2010	Transfer in from cheq sub: 1 including debit interest of \$-433.60	461.40	-281,805.12
08Oct2010	Transfer in from cheq sub: 1 including debit interest of \$-432.89	462.11	-281,343.01
22Oct2010	Transfer in from cheq sub: 1 including debit interest of \$-432.18	462.82	-280,880.19
05Nov2010	Transfer in from cheq sub: 1 including debit interest of \$-431.47	463.53	-280,416.66
19Nov2010	Transfer in from cheq sub: 1 including debit interest of \$-430.76	464.24	-279,952.42
03Dec2010	Transfer in from cheq sub: 1 including debit interest of \$-430.04	464.96	-279,487.46
17Dec2010	Transfer in from cheq sub: 1 including debit interest of \$-429.32	465.68	-279,021.78
03Jan2011	Transfer in from cheq sub: 1 including debit interest of \$-520.30, late payment interest of \$-0.30	375.40	-278,646.38
14Jan2011	Transfer in from cheq sub: 1 including debit interest of \$-336.20	558.80	-278,087.58
28Jan2011	Transfer in from cheq sub: 1 including debit interest of \$-427.03	467.97	-277,619.61
11Feb2011	Transfer in from cheq sub: 1 including debit interest of \$-426.31	468.69	-277,150.92
25Feb2011	Transfer in from cheq sub: 1 including debit interest of \$-425.59	469.41	-276,681.51

**Transaction History**

MEMBER NUMBER: 35926

MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: regular

FOR THE PERIOD: 13Feb2001

TO: 20Feb2020

CREATED ON: 20Feb2020

11Mar2011	Transfer in from cheq sub: 1 including debit interest of \$-424.87	470.13	-276,211.38
25Mar2011	Transfer in from cheq sub: 1 including debit interest of \$-424.14	470.86	-275,740.52
08Apr2011	Transfer in from cheq sub: 1 including debit interest of \$-423.42	471.58	-275,268.94
22Apr2011	Transfer in from cheq sub: 1 including debit interest of \$-422.69	472.31	-274,796.63
06May2011	Transfer in from cheq sub: 1 including debit interest of \$-421.97	473.03	-274,323.60
20May2011	Transfer in from cheq sub: 1 including debit interest of \$-421.24	473.76	-273,849.84
03Jun2011	Transfer in from cheq sub: 1 including debit interest of \$-420.50	474.50	-273,375.34
17Jun2011	Transfer in from cheq sub: 1 including debit interest of \$-419.78	475.22	-272,900.12
01Jul2011	Transfer in from cheq sub: 1 including debit interest of \$-419.05	475.95	-272,424.17
15Jul2011	Transfer in from cheq sub: 1 including debit interest of \$-418.31	476.69	-271,947.48
29Jul2011	Transfer in from cheq sub: 1 including debit interest of \$-417.58	477.42	-271,470.06
12Aug2011	Transfer in from cheq sub: 1 including debit interest of \$-416.85	478.15	-270,991.91
26Aug2011	Transfer in from cheq sub: 1 including debit interest of \$-416.11	478.89	-270,513.02
09Sep2011	Transfer in from cheq sub: 1 including debit interest of \$-415.37	479.63	-270,033.39
23Sep2011	Transfer in from cheq sub: 1 including debit interest of \$-414.64	480.36	-269,553.03
07Oct2011	Transfer in from cheq sub: 1 including debit interest of \$-413.89	481.11	-269,071.92
21Oct2011	Transfer in from cheq sub: 1 including debit interest of \$-413.16	481.84	-268,590.08
04Nov2011	Transfer in from cheq sub: 1 including debit interest of \$-412.41	482.59	-268,107.49
18Nov2011	Transfer in from cheq sub: 1 including debit interest of \$-411.67	483.33	-267,624.16
02Dec2011	Transfer in from cheq sub: 1 including debit interest of \$-410.93	484.07	-267,140.09
16Dec2011	Transfer in from cheq sub: 1 including debit interest of \$-410.18	484.82	-266,655.27
30Dec2011	Transfer in from cheq sub: 1 including debit interest of \$-409.43	485.57	-266,169.70
13Jan2012	Transfer in from cheq sub: 1 including debit interest of \$-408.69	486.31	-265,683.39
27Jan2012	Transfer in from cheq sub: 1 including debit interest of \$-407.94	487.06	-265,196.33
10Feb2012	Transfer in from cheq sub: 1 including debit interest of \$-407.19	487.81	-264,708.52
24Feb2012	Transfer in from cheq sub: 1 including debit interest of \$-406.44	488.56	-264,219.96
09Mar2012	Transfer in from cheq sub: 1 including debit interest of \$-405.69	489.31	-263,730.65
23Mar2012	Transfer in from cheq sub: 1 including debit interest of \$-404.93	490.07	-263,240.58
06Apr2012	Transfer in from cheq sub: 1 including debit interest of \$-404.18	490.82	-262,749.76
20Apr2012	Transfer in from cheq sub: 1 including debit interest of \$-403.42	491.58	-262,258.18
30Apr2012	Loan Maturity	0.00	-262,258.18
04May2012	Transfer in from cheq sub: 1 including debit interest of \$-402.67	492.33	-261,765.85
04May2012	Loan Renewal Renewal Ref#Renewal	0.00	-261,765.85
18May2012	Transfer in from cheq sub: 1 including debit interest of \$-327.06	577.94	-261,187.91
01Jun2012	Transfer in from cheq sub: 1 including debit interest of \$-327.12	577.88	-260,610.03
15Jun2012	Transfer in from cheq sub: 1 including debit interest of \$-326.40	578.60	-260,031.43
29Jun2012	Transfer in from cheq sub: 1 including debit interest of \$-325.67	579.33	-259,452.10
13Jul2012	Transfer in from cheq sub: 1 including debit interest of \$-324.94	580.06	-258,872.04
27Jul2012	Transfer in from cheq sub: 1 including debit interest of \$-324.22	580.78	-258,291.26
10Aug2012	Transfer in from cheq sub: 1 including debit interest of \$-323.50	581.50	-257,709.76
24Aug2012	Transfer in from cheq sub: 1 including debit interest of \$-322.76	582.24	-257,127.52
07Sep2012	Transfer in from cheq sub: 1 including debit interest of \$-322.04	582.96	-256,544.56
21Sep2012	Transfer in from cheq sub: 1 including debit interest of \$-321.30	583.70	-255,960.86
05Oct2012	Transfer in from cheq sub: 1 including debit interest of \$-320.58	584.42	-255,376.44
19Oct2012	Transfer in from cheq sub: 1 including debit interest of \$-319.84	585.16	-254,791.28
02Nov2012	Transfer in from cheq sub: 1 including debit interest of \$-319.11	585.89	-254,205.39
16Nov2012	Transfer in from cheq sub: 1 including debit interest of \$-318.37	586.63	-253,618.76
30Nov2012	Transfer in from cheq sub: 1 including debit interest of \$-317.65	587.35	-253,031.41
14Dec2012	Transfer in from cheq sub: 1 including debit interest of \$-316.90	588.10	-252,443.31
28Dec2012	Transfer in from cheq sub: 1 including debit interest of \$-316.17	588.83	-251,854.48
11Jan2013	Transfer in from cheq sub: 1 including debit interest of \$-315.43	589.57	-251,264.91
25Jan2013	Transfer in from cheq sub: 1 including debit interest of \$-314.69	590.31	-250,674.60
08Feb2013	Transfer in from cheq sub: 1 including debit interest of \$-313.96	591.04	-250,083.56
22Feb2013	Transfer in from cheq sub: 1 including debit interest of \$-313.21	591.79	-249,491.77
08Mar2013	Transfer in from cheq sub: 1 including debit interest of \$-312.47	592.53	-248,899.24
22Mar2013	Transfer in from cheq sub: 1 including debit interest of \$-311.73	593.27	-248,305.97
05Apr2013	Transfer in from cheq sub: 1 including debit interest of \$-310.99	594.01	-247,711.96
19Apr2013	Transfer in from cheq sub: 1 including debit interest of \$-310.24	594.76	-247,117.20
03May2013	Transfer in from cheq sub: 1 including debit interest of \$-309.50	595.50	-246,521.70



**Transaction History**

MEMBER NUMBER: 35926

MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: regular

FOR THE PERIOD: 13Feb2001

TO: 20Feb2020

CREATED ON: 20Feb2020

17May2013	Transfer in from cheq sub: 1 including debit interest of \$-308.75	596.25	-245,925.45
31May2013	Transfer in from cheq sub: 1 including debit interest of \$-308.01	596.99	-245,328.46
14Jun2013	Transfer in from cheq sub: 1 including debit interest of \$-307.26	597.74	-244,730.72
28Jun2013	Transfer in from cheq sub: 1 including debit interest of \$-306.51	598.49	-244,132.23
12Jul2013	Transfer in from cheq sub: 1 including debit interest of \$-305.76	599.24	-243,532.99
26Jul2013	Transfer in from cheq sub: 1 including debit interest of \$-305.00	600.00	-242,932.99
09Aug2013	Transfer in from cheq sub: 1 including debit interest of \$-304.26	600.74	-242,332.25
23Aug2013	Transfer in from cheq sub: 1 including debit interest of \$-303.51	601.49	-241,730.76
06Sep2013	Transfer in from cheq sub: 1 including debit interest of \$-302.75	602.25	-241,128.51
20Sep2013	Transfer in from cheq sub: 1 including debit interest of \$-302.00	603.00	-240,525.51
04Oct2013	Transfer in from cheq sub: 1 including debit interest of \$-301.24	603.76	-239,921.75
18Oct2013	Transfer in from cheq sub: 1 including debit interest of \$-300.49	604.51	-239,317.24
01Nov2013	Transfer in from cheq sub: 1 including debit interest of \$-299.73	605.27	-238,711.97
15Nov2013	Transfer in from cheq sub: 1 including debit interest of \$-298.97	606.03	-238,105.94
29Nov2013	Transfer in from cheq sub: 1 including debit interest of \$-298.21	606.79	-237,499.15
13Dec2013	Transfer in from cheq sub: 1 including debit interest of \$-297.45	607.55	-236,891.60
27Dec2013	Transfer in from cheq sub: 1 including debit interest of \$-296.69	608.31	-236,283.29
10Jan2014	Transfer in from cheq sub: 1 including debit interest of \$-295.93	609.07	-235,674.22
24Jan2014	Transfer in from cheq sub: 1 including debit interest of \$-295.17	609.83	-235,064.39
07Feb2014	Transfer in from cheq sub: 1 including debit interest of \$-294.40	610.60	-234,453.79
21Feb2014	Transfer in from cheq sub: 1 including debit interest of \$-293.64	611.36	-233,842.43
07Mar2014	Transfer in from cheq sub: 1 including debit interest of \$-292.87	612.13	-233,230.30
21Mar2014	Transfer in from cheq sub: 1 including debit interest of \$-292.11	612.89	-232,617.41
04Apr2014	Transfer in from cheq sub: 1 including debit interest of \$-291.33	613.67	-232,003.74
18Apr2014	Transfer in from cheq sub: 1 including debit interest of \$-290.57	614.43	-231,389.31
02May2014	Transfer in from cheq sub: 1 including debit interest of \$-289.80	615.20	-230,774.11
16May2014	Transfer in from cheq sub: 1 including debit interest of \$-289.03	615.97	-230,158.14
30May2014	Transfer in from cheq sub: 1 including debit interest of \$-288.26	616.74	-229,541.40
13Jun2014	Transfer in from cheq sub: 1 including debit interest of \$-287.49	617.51	-228,923.89
27Jun2014	Transfer in from cheq sub: 1 including debit interest of \$-286.71	618.29	-228,305.60
11Jul2014	Transfer in from cheq sub: 1 including debit interest of \$-285.94	619.06	-227,686.54
25Jul2014	Transfer in from cheq sub: 1 including debit interest of \$-285.16	619.84	-227,066.70
08Aug2014	Transfer in from cheq sub: 1 including debit interest of \$-284.39	620.61	-226,446.09
22Aug2014	Transfer in from cheq sub: 1 including debit interest of \$-283.60	621.40	-225,824.69
05Sep2014	Transfer in from cheq sub: 1 including debit interest of \$-282.84	622.16	-225,202.53
19Sep2014	Transfer in from cheq sub: 1 including debit interest of \$-282.05	622.95	-224,579.58
03Oct2014	Transfer in from cheq sub: 1 including debit interest of \$-281.27	623.73	-223,955.85
17Oct2014	Transfer in from cheq sub: 1 including debit interest of \$-280.49	624.51	-223,331.34
31Oct2014	Transfer in from cheq sub: 1 including debit interest of \$-279.71	625.29	-222,706.05
14Nov2014	Transfer in from cheq sub: 1 including debit interest of \$-278.92	626.08	-222,079.97
28Nov2014	Transfer in from cheq sub: 1 including debit interest of \$-278.14	626.86	-221,453.11
12Dec2014	Transfer in from cheq sub: 1 including debit interest of \$-277.36	627.64	-220,825.47
26Dec2014	Transfer in from cheq sub: 1 including debit interest of \$-276.57	628.43	-220,197.04
09Jan2015	Transfer in from cheq sub: 1 including debit interest of \$-275.78	629.22	-219,567.82
23Jan2015	Transfer in from cheq sub: 1 including debit interest of \$-274.99	630.01	-218,937.81
06Feb2015	Transfer in from cheq sub: 1 including debit interest of \$-274.21	630.79	-218,307.02
20Feb2015	Transfer in from cheq sub: 1 including debit interest of \$-273.41	631.59	-217,675.43
06Mar2015	Transfer in from cheq sub: 1 including debit interest of \$-272.63	632.37	-217,043.06
20Mar2015	Transfer in from cheq sub: 1 including debit interest of \$-271.83	633.17	-216,409.89
03Apr2015	Transfer in from cheq sub: 1 including debit interest of \$-271.04	633.96	-215,775.93
17Apr2015	Transfer in from cheq sub: 1 including debit interest of \$-270.24	634.76	-215,141.17
01May2015	Transfer in from cheq sub: 1 including debit interest of \$-269.45	635.55	-214,505.62
15May2015	Transfer in from cheq sub: 1 including debit interest of \$-268.66	636.34	-213,869.28
01Jun2015	Withdrawal Correction to May 15 pyt	-905.00	-214,774.28
12Jun2015	Loan Payment including debit interest of \$-535.81, late payment interest of \$-1.13	369.19	-214,405.09
12Jun2015	Loan Payment Extension	0.00	-214,405.09
17Jul2015	Loan Payment including debit interest of \$-667.69, late payment interest of \$-1.61	330.70	-214,074.39
24Jul2015	Loan Payment including debit interest of \$-132.97, late payment interest of \$-0.50	668.64	-213,405.75
07Aug2015	Loan Payment including debit interest of \$-265.93	1,534.07	-211,871.68

**Transaction History**

MEMBER NUMBER: 35926

MEMBER NAME: Demaria Carlo

ADDRESS: 211 Woodland Acres Cres, Vaughan, ON, Canada

BENEFIT: regular

FOR THE PERIOD: 13Feb2001

TO: 20Feb2020

CREATED ON: 20Feb2020

09Sep2015	Loan Payment including debit interest of \$-625.05, late payment interest of \$-0.33	1,174.95	-210,696.73
07Oct2015	Loan Payment including debit interest of \$-527.48	1,272.52	-209,424.21
09Nov2015	Loan Payment including debit interest of \$-617.71, late payment interest of \$-0.32	1,182.29	-208,241.92
07Dec2015	Loan Payment including debit interest of \$-521.23	1,278.77	-206,963.15
07Jan2016	Loan Payment including debit interest of \$-573.54	1,226.46	-205,736.69
09Feb2016	Loan Payment including debit interest of \$-606.70, late payment interest of \$-0.32	1,193.30	-204,543.39
07Mar2016	Loan Payment including debit interest of \$-493.59	1,306.41	-203,236.98
07Apr2016	Loan Payment including debit interest of \$-563.10	1,236.90	-202,000.08
07May2016	Loan Payment including debit interest of \$-541.60	1,258.40	-200,741.68
07Jun2016	Loan Payment including debit interest of \$-556.17	1,243.83	-199,497.85
07Jul2016	Loan Payment including debit interest of \$-534.89	1,265.11	-198,232.74
07Aug2016	Transfer in from cheq sub: 1 including debit interest of \$-549.21	1,250.79	-196,981.95
07Sep2016	Transfer in from cheq sub: 1 including debit interest of \$-545.73	1,254.27	-195,727.68
07Oct2016	Transfer in from cheq sub: 1 including debit interest of \$-524.76	1,275.24	-194,452.44
07Nov2016	Transfer in from cheq sub: 1 including debit interest of \$-538.72	1,261.28	-193,191.16
07Dec2016	Transfer in from cheq sub: 1 including debit interest of \$-517.94	1,282.06	-191,909.10
07Jan2017	Transfer in from cheq sub: 1 including debit interest of \$-531.66	1,268.34	-190,640.76
07Feb2017	Transfer in from cheq sub: 1 including debit interest of \$-528.14	1,271.86	-189,368.90
07Mar2017	Transfer in from cheq sub: 1 including debit interest of \$-473.83	1,326.17	-188,042.73
07Apr2017	Transfer in from cheq sub: 1 including debit interest of \$-520.93	1,279.07	-186,763.66
07Apr2017	Loan Maturity	0.00	-186,763.66
07May2017	Transfer in from cheq sub: 1 including debit interest of \$-500.69	1,299.31	-185,464.35
07Jun2017	Transfer in from cheq sub: 1 including debit interest of \$-513.77	1,286.23	-184,178.12
07Jul2017	Transfer in from cheq sub: 1 including debit interest of \$-493.74	1,306.26	-182,871.86
07Aug2017	Transfer in from cheq sub: 1 including debit interest of \$-506.57	243.43	-182,628.43
11Sep2017	Transfer in from 49876, cheq sub: 1 including debit interest of \$-571.09, late payment interest of \$-0.27	178.91	-182,449.52
12Oct2017	Transfer in from 49876, cheq sub: 1 including debit interest of \$-505.08, late payment interest of \$-0.33	244.92	-182,204.60
10Nov2017	Transfer in from 49876, cheq sub: 1 including debit interest of \$-471.69, late payment interest of \$-0.21	278.31	-181,926.29
11Dec2017	Transfer in from 49876, cheq sub: 1 including debit interest of \$-503.30, late payment interest of \$-0.26	246.70	-181,679.59
08Jan2018	Transfer in from 49876, cheq sub: 1 including debit interest of \$-453.88, late payment interest of \$-0.07	296.12	-181,383.47
07Feb2018	Transfer in from 49876, cheq sub: 1 including debit interest of \$-485.50	264.50	-181,118.97
07Mar2018	Transfer in from 49876, cheq sub: 1 including debit interest of \$-452.46	297.54	-180,821.43
07Apr2018	Transfer in from 49876, cheq sub: 1 including debit interest of \$-500.12	249.88	-180,571.55
07May2018	Transfer in from 49876, cheq sub: 1 including debit interest of \$-483.31	266.69	-180,304.86
11Jun2018	Transfer in from 49876, cheq sub: 1 including debit interest of \$-562.94, late payment interest of \$-0.27	187.06	-180,117.80
10Jul2018	Transfer in from 49876, cheq sub: 1 including debit interest of \$-465.77, late payment interest of \$-0.20	284.23	-179,833.57
10Jul2018	Transfer in from 49876, cheq sub: 1	750.20	-179,083.37
02Oct2018	Transfer in from cheq sub: 1 including debit interest of \$-750.00, late payment interest of \$-1.68	0.00	-179,083.37
16Oct2018	Transfer in from pshare sub: 1 including debit interest of \$-637.89, late payment interest of \$-0.60	0.00	-179,083.37
16Oct2018	Transfer in from 35956, pshare sub: 1 including debit interest of \$-112.11	0.00	-179,083.37
19Mar2019	wire withdrawal wire KSV Kofman Inc.	-5,000.00	-184,083.37
20Aug2019	Transfer in from 10296, cheq sub: 1 including debit interest of \$-5,041.86, late payment interest of \$-100.59	58.88	-184,024.49
01Dec2019	Transfer out to cheq sub: 1 per R.S instructions	-21,600.00	-205,624.49
01Dec2019	Withdrawal	-750.00	-206,374.49
Account Totals:		-206,374.49	-206,374.49

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF OKSANA PROCIUK**  
(sworn February 20, 2020)

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*Lawyers for Buduchmist Credit Union Limited*

**BUDUCHNIST CREDIT UNION LIMITED**  
Applicant

- and -

**2321197 ONTARIO INC. et al.**  
Respondents

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

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD**  
(returnable April 17, 2020)

**VOLUME 1 of 2**

**DENTONS CANADA LLP**

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*Lawyers for Buduchnist Credit Union Limited*