

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

BETWEEN:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

**MOTION RECORD
(Woodland Property)**

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**Lawyers for KSV Kofman Inc., in its capacity as
Court-Appointed Receiver**

To: The Service List

SERVICE LIST

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AND TO:	<p>GARDINER ROBERTS LLP Bay Adelaide Centre - East Tower 22 Adelaide St W, Ste. 3600 Toronto, ON M5H 4E3</p> <p>Alexander Melfi Tel: (416) 865-6712 amelfi@grllp.com</p> <p><i>Lawyers for the Respondents, 2321197 Ontario Inc., Carlo Demaria, 2321198 Ontario Inc., and Vicar Homes Ltd. in respect of the following real properties:</i></p> <ul style="list-style-type: none"><i>(a) 87 Elm Grove, Richmond Hill, Ontario</i><i>(b) 211 Woodland Acres Crescent, Richmond Hill, Ontario (“Woodland Property”)</i><i>(c) 46 Puccini Drive, Richmond Hill, Ontario</i><i>(d) 6216 Fifth Line RR #1, Egbert, Ontario (“Cottage Property”)</i>
AND TO:	<p>SANDRA DEMARIA 211 Woodland Acres Crescent Vaughan, ON L6A 1G1 sandra@vapz.com</p> <p><i>Respondent in respect of the Woodland Property and the Cottage Property</i></p>

AND TO:	<p>LOOPSTRA NIXON LLP 135 Queens Plate Drive, Suite 600 Etobicoke, ON M9W 6V7</p> <p>Michael McWilliams Tel: (416) 748-4766 Fax: (416) 746-8319 mmcwilliams@loonix.com</p> <p>Peter W.G. Carey Tel: (416) 748-4774 pcarey@loonix.com</p> <p>Christopher Lee Tel: (416) 748-5117 clee@loonix.com</p> <p><i>Lawyers for the Respondent, Trade Capital Finance Corporation, in capacity as Plaintiff named in Mareva Order, registered against Woodland Property, Puccini Property and Cottage Property</i></p>
AND TO:	<p>KSV KOFMAN INC. 150 King Street West, Suite 2308 Toronto, ON M5H 1J9</p> <p>David Sieradzki Tel: (416) 932-6030 dsieradzki@ksvadvisory.com</p> <p><i>Court-Appointed Receiver</i></p>

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INDEX

Tab	Document
1	Notice of Motion
2	Sixth Report of the Receiver dated May 20, 2020
A	Second Amended and Restated Receivership Order dated January 17, 2019
B	Stay Extension Agreement
C	Email from Dentons LLP dated February 25, 2020
D	Email from Ms. Mazo dated February 25, 2020
E	Email Correspondence of LOLG dated February 26, 2020
F	Endorsement of Justice Conway dated March 13, 2020
G	Proposed Occupancy Agreement
H	Email Correspondence of Chaitons dated March 29, 2020

TAB 1

**ONTARIO
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Respondents

**NOTICE OF MOTION
(Woodland Property)**

KSV KOFMAN INC. (“KSV”), in its capacity as court-appointed receiver and manager (the “**Receiver**”) of certain real property as described below, will make a motion to a judge presiding over the Commercial List on ●day, ●, 2020, at 10:00 a.m., or as soon after that time as the motion can be heard by judicial teleconference via Zoom at Toronto, Ontario. Please refer to the conference details attached as **Schedule “A”** hereto in order to attend the motion and advise if you intend to join the motion by emailing George Benchetrit at george@chaitons.com.

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

THE MOTION IS FOR:

1. an order directing the Occupants (as defined below) to comply with the Receiver’s proposed terms of occupancy for the property municipally known as 211 Woodland Acres

Crescent, Vaughan, Ontario (the “**Woodland Property**”), as described in the Sixth Report of the Receiver dated May 20, 2020 (the “**Sixth Report**”);

2. approving the Receiver’s proposed sale process for the Woodland Property, as described in the Sixth Report; and
3. such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THE MOTION ARE:

The Woodland Property

1. The Woodland Property is a residential home in Vaughan, Ontario presently occupied by Carlo DeMaria and his family (the “**Occupants**”). Carlo and his wife Sandra DeMaria are the registered owners of the Woodland Property.
2. Buduchnist Credit Union Limited (“**BCU**”) holds two registered charges/mortgages against the Woodland Property securing the principal amount of \$4.49 million. There are no other mortgages registered against the Woodland Property.
3. On March 5, 2019, the Minister of National Revenue registered a lien against the Woodland Property in the amount of \$63,408 in respect of Sandra DeMaria’s income tax obligations.

Receivership of the Woodland Property

4. On January 17, 2019, a prior Order of this Court appointing KSV as receiver of certain other properties owned by the Respondents was amended for a second time to include the Woodland Property (the “**Second Amended and Restated Receivership Order**”).

5. The Second Amended and Restated Receivership Order empowers the Receiver to, among other things, take possession of the Woodland Property, and to market and sell the Woodland Property.

6. Enforcement of the Second Amended and Restated Receivership Order over the Woodland Property was stayed on certain terms by court order, as amended and extended on several occasions, and subsequently when the last court-ordered stay expired, it was stayed pursuant to an agreement between the parties.

7. On February 25, 2020, BCU terminated the stay of enforcement with respect to the Woodland Property by reason of payment defaults by the DeMarias, with the result that the receivership with respect to the Woodland Property was effective as of that date.

8. On February 26, 2020, Mr. DeMaria's then counsel of record sent an email advising that Mr. DeMaria has instructed it to: *"bring a motion to set aside the agreement as being void ab initio and to seek court-imposed terms to extend the stay of the Receivership Order concerning Woodland on different terms than those currently in place"*.

9. Although the Court was also advised that Mr. DeMaria would be bringing this motion at a case conference on March 13, 2020, no such motion has ever been brought.

10. The DeMarias have not cooperated with the Receiver in its efforts to prepare for the marketing and sale of the Woodland Property, including denying access to potential listing agents for the purposes of submitting listing proposals to the Receiver.

Proposed Terms of Occupancy

11. The Receiver has proposed reasonable terms for the Occupants to continue to occupy the Woodland Property while allowing the Receiver to market and sell the property.

12. The proposed terms are essentially identical to the terms negotiated with and agreed to by Mr. DeMaria, and approved by the Court, with respect to one of the other properties under receivership in this proceeding (the Puccini Property), in respect of which the property was marketed and sold by the Receiver on an unopposed basis.

13. To date, the Occupants have refused to agree to the occupancy terms proposed by the Receiver. Specifically, they have refused to allow the Receiver to take the necessary steps for the listing of the Woodland Property for sale, granting access for showings/open houses and they have not agreed that they will vacate the Woodland Property to permit completion of its sale.

Sale Process

14. The Receiver is proposing to market the Woodland Property as described in the Sixth Report.

15. The proposed process is fair, open and transparent, and allows for the market to be canvassed broadly in order to obtain the highest and best offer for the Woodland Property.

Other Grounds

16. Rules 2.03, 3.02, 16.01 and 37 of the *Rules of Civil Procedure* (Ontario).

17. 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. The Sixth Report.
2. Such further and other material as counsel may advise and this Honourable Court may permit.

May 21, 2020

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**Lawyers for KSV Kofman Inc., in its
capacity as Court-Appointed Receiver**

TO: SERVICE LIST

Schedule "A"
Conference Details to join Motion via Zoom

TAB 2



**Sixth Report of KSV Kofman Inc.
as Receiver and Manager of
87 Elm Grove Avenue, 46 Puccini Drive
6216 Fifth Line and
211 Woodland Acres Crescent**

May 20, 2020

Contents		Page
1.0	Introduction.....	1
1.1	Purposes of this Report.....	2
1.2	Currency	2
2.0	Background	2
2.1	Elm Grove Property.....	2
2.2	Puccini Property	3
2.3	Cottage Property	4
2.4	Woodland Property	4
3.0	Receiver’s Correspondence with Mr. DeMaria’s Legal Counsel	5
4.0	Proposed Occupancy Terms	6
4.1	Recommendation	7
5.0	Sale Process	8
5.1	Request for Proposals from Realtors.....	8
5.2	Sale Process.....	9
5.3	Sale Process Recommendation	9
6.0	Conclusion and Recommendation	10

Appendices

Appendix	Tab
Second Amended and Restated Receivership Order dated January 17, 2019.....	A
Stay Extension Agreement	B
Email from Dentons LLP dated February 25, 2020	C
Email from Ms. Mazo dated February 25, 2020	D
Email Correspondence of LOLG dated February 26, 2020..	E
Endorsement of Justice Conway dated March 13, 2020	F
Proposed Occupancy Agreement	G
Email Correspondence of Chaitons dated March 29, 2020	H



COURT FILE NO: CV-18-00608356-00CL

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SUPERIOR COURT OF JUSTICE
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Respondents

SIXTH REPORT OF KSV KOFMAN INC.
AS RECEIVER AND MANAGER

MAY 20, 2020

1.0 Introduction

1. This report ("Report") is filed by KSV Kofman Inc. ("KSV") as receiver and manager (the "Receiver") of certain real property described below.
2. The receivership proceedings commenced on application made by Buduchnist Credit Union Limited ("BCU"), which held mortgages on all four properties subject to these proceedings.
3. Pursuant to orders of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on November 13, 2018, KSV was appointed as Receiver of the property at 87 Elm Grove Avenue, Richmond Hill, Ontario (the "Elm Grove Property") (the "Receivership Order") and as interim receiver of the property at 46 Puccini Drive, Richmond Hill, Ontario (the "Puccini Property"). On December 4, 2018, the interim receivership of the Puccini Property was converted to a receivership. On January 17, 2019, the Receivership Order was amended for a second time (the "Second Amended and Restated Receivership Order") to include the property at 6216 Fifth Line, Egbert, Ontario (the "Cottage Property") and a property at 211 Woodland Acres Crescent, Vaughan, Ontario (the "Woodland Property"). A copy of the Second Amended and Restated Receivership Order is attached as Appendix "A".

4. As described below, enforcement of the Second Amended and Restated Receivership Order over the Woodland Property was stayed by agreement between BCU and Carlo DeMaria, and subject to Mr. DeMaria's compliance with certain terms after the expiry of a time limited Court ordered stay. On February 25, 2020, the stay with respect to the Woodland Property terminated and the Receiver's appointment over that property became effective.
5. The principal purpose of these proceedings is for the Receiver to maximize value by realizing on the properties subject to the Second Amended and Restated Receivership Order. Of the four properties, the Woodland Property is the only one that has not yet been realized upon by the Receiver.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information and a status update in respect of the properties subject to these receivership proceedings;
 - b) summarize the Receiver's efforts to enter into an occupancy agreement with Mr. DeMaria and his family (the "Occupants") for their continued occupation of the Woodland Property during the receivership proceedings;
 - c) set out the basis on which the Receiver is recommending that the Court order the Occupants to comply with certain terms and conditions of their continued occupancy of the Woodland Property until it is sold by the Receiver;
 - d) summarize the proposed sale process for the Woodland Property ("Sale Process"), including the Receiver's intention to engage a realtor to list the Woodland Property for sale at the appropriate time; and
 - e) recommend that the Court issue an order, *inter alia*:
 - directing the Occupants to comply with the Receiver's proposed terms of occupancy at the Woodland Property; and
 - approving the Sale Process for the Woodland Property.

1.2 Currency

1. All currency references in this Report are to Canadian dollars.

2.0 Background

2.1 Elm Grove Property

1. At the commencement of these proceedings, the Elm Grove Property was comprised of land and a new, partially constructed residential home. 2321197 Ontario Inc. ("197") was the registered owner of the Elm Grove Property. Mr. DeMaria is listed as the sole director and officer of 197.

2. BCU holds a charge/mortgage against the proceeds realized by the Receiver from the sale of the Elm Grove Property securing the principal amount of \$2.2 million. There were no other mortgages registered against the Elm Grove Property at the time it was sold.
3. Pursuant to a Court order made on March 29, 2019, the Court approved a transaction for the sale of the Elm Grove Property to an arm's length purchaser (the "Elm Grove Transaction"). The Elm Grove Transaction closed on April 16, 2019.
4. As at the date of this Report, there is approximately \$1.4 million on deposit in the Receiver's trust account¹, which largely represents the net proceeds of the Elm Grove Transaction.
5. There is an ongoing court proceeding commenced under Brampton Court File No. CV-15-2110-00 by Trade Capital Finance Corp. ("Trade Capital") against various defendants, including Mr. DeMaria and certain corporations with which Mr. DeMaria is alleged to have been involved (the "Mareva Order"). Trade Capital has taken the position that the Mareva Order and the related proceedings affects the priorities and/or entitlement to the proceeds of sale realized in these proceedings. BCU brought a motion scheduled to be heard on April 17, 2020 for the distribution of the funds held by the Receiver from the sale of the various properties it has sold to date (the "Distribution Motion"). As a result of the ongoing COVID-19 pandemic, the Distribution Motion was adjourned.

2.2 Puccini Property

1. The Puccini Property is a residential home in Richmond Hill, Ontario. At the commencement of these proceedings, 2321198 Ontario Inc. ("198") was the registered owner of the Puccini Property. Mr. DeMaria is listed as the sole director and officer of 198.
2. BCU holds a charge/mortgage against the proceeds realized by the Receiver from the sale of the Puccini Property securing the principal amount of \$2.5 million. There were no other mortgages registered against the Puccini Property. The Mareva Order was registered against the Puccini Property when it was sold.
3. Pursuant to a Court order made on February 27, 2019, the Court approved a transaction for the sale of the Puccini Property to an arm's length purchaser (the "Puccini Transaction"). The Puccini Transaction closed on April 5, 2019.
4. As at the date of this Report, there is approximately \$2.1 million on deposit in the Receiver's trust account², which largely represents the net proceeds of the Puccini Transaction. Distributions of these funds will be subject to the outcome of the Distribution Motion.

¹ \$1.3 million has been invested by the Receiver in a fully redeemable term deposit bearing interest at 2.1%. The balance is on deposit in the Receiver's trust account.

² \$2 million has been invested by the Receiver in a fully redeemable term deposit bearing interest at 2.1%. The balance is on deposit in the Receiver's trust account.

2.3 Cottage Property

1. The Cottage Property is a residential cottage in Egbert, Ontario. Mr. DeMaria and his wife, Sandra DeMaria, were the registered owners of the Cottage Property.
2. BCU holds a charge/mortgage against the proceeds realized by the Receiver from the sale of the Cottage Property securing the principal amount of \$317,240. There are no other mortgages registered against the Cottage Property; however, the Mareva Order was registered against the Cottage Property on June 18, 2015.
3. Pursuant to a Court order made on July 25, 2019, the Court approved a transaction for the sale of the Cottage Property to an arm's length purchaser (the "Cottage Transaction"). The Cottage Transaction closed on August 15, 2019.
4. As at the date of this Report, there is approximately \$347,000 on deposit in the Receiver's trust account, which largely represents the net proceeds of the Cottage Transaction. Distributions of these funds will be subject to the outcome of the Distribution Motion.

2.4 Woodland Property

1. The Woodland Property is a residential home in Vaughan, Ontario which the Occupants presently occupy. Carlo and Sandra DeMaria are the registered owners of the Woodland Property.
2. BCU holds two registered charges/mortgages against the Woodland Property securing the principal amount of \$4.49 million. There are no other mortgages registered against the Woodland Property. On March 5, 2019, the Minister of National Revenue registered a lien against the Woodland Property in the amount of \$63,408 in respect of Sandra DeMaria's income tax obligations.
3. Enforcement of the Second Amended and Restated Receivership Order over the Woodland Property was stayed on certain terms by Court order, as amended and extended on several occasions, and subsequently when the last Court ordered stay expired it was stayed pursuant to an agreement between the parties, a copy of which is attached as Appendix "B".
4. On February 25, 2020, BCU terminated the stay of enforcement with respect to the Woodland Property by reason of payment defaults by the DeMarias, with the result that the receivership with respect to the Woodland Property was effective as of that date. Attached as Appendix "C" is a copy of the email message from Dentons LLP ("Dentons"), BCU's legal counsel, confirming the termination of the stay with respect to the Woodland Property.
5. As described below, notwithstanding that the receivership with respect to the Woodland Property has been in effect since February 25, 2020, the DeMarias have not cooperated with the Receiver for the marketing and sale of the property.

3.0 Receiver's Correspondence with Mr. DeMaria's Legal Counsel

1. Immediately upon being advised that the Stay Extension Agreement had terminated on February 25, 2020, the Receiver and its counsel, Chaitons LLP ("Chaitons"), engaged in a dialogue with Mr. DeMaria's legal counsel, which is summarized below.
 - a) Following the email sent to Mr. DeMaria's legal counsel on February 25, 2020 by Dentons, an email was sent by one of Mr. DeMaria's lawyers, Aliza Mazo, directing the Receiver to call Ms. Mazo as she would be liaising with the DeMaria family in respect of the Woodland Property. A copy of this email message is attached as Appendix "D".
 - b) The Receiver did not get a response to its emails or voicemails left for Ms. Mazo on February 25 and 26, 2020.
 - c) On February 26, 2020, Mr. DeMaria's then counsel of record, Lax O'Sullivan Lisus Gottlieb LLP ("LOLG"), sent an email advising that Mr. DeMaria has instructed LOLG to: "*bring a motion to set aside the agreement as being void ab initio and to seek court-imposed terms to extend the stay of the Receivership Order concerning Woodland on different terms than those currently in place*". A copy of LOLG's email is attached as Appendix "E". Although the Court was also advised that Mr. DeMaria would be bringing this motion at a case conference on March 13, 2020, no such motion has ever been brought. A copy of the endorsement issued by Justice Conway following the March 13th case conference is attached as Appendix "F".
 - d) On February 27, 2020, the Receiver sent a draft occupancy agreement (the "Occupancy Agreement") to LOLG. The Occupancy Agreement was in the same form as the Court-approved occupancy agreement used in the context of the Puccini Property. Mr. DeMaria did not oppose the motion for approval of the occupancy agreement for the Puccini Property on January 16, 2019. A copy of the Occupancy Agreement is attached as Appendix "G".
 - e) On March 5, 2020, LOLG sent a revised draft of the Occupancy Agreement. The comments were unacceptable to the Receiver as substantially all of the critical provisions of the Occupancy Agreement had been removed, including authorizing the Receiver to list the Woodland Property for sale, granting access for showings/open houses, and the provision requiring the occupants to vacate the Woodland Property to permit completion of its sale.
 - f) On March 6, 2020, LOLG advised that Mr. DeMaria was not agreeable to allowing realtors to perform walk-throughs in order to submit listing proposals to the Receiver.
 - g) On March 16, 2020, the Receiver and Mr. DeMaria agreed to a monthly rental rate of \$4,500. As at the date of this Report, Mr. DeMaria has paid \$18,000 to the Receiver, which represents rent for February, March, April and May, 2020.
 - h) On March 20, 2020, LOLG advised that it was being replaced by Gardiner Roberts LLP ("Gardiner Roberts") as counsel of record for Mr. DeMaria.

- i) On March 23, 2020, Gardiner Roberts provided another draft of an occupancy agreement. The terms proposed were unacceptable to the Receiver as it, like the comments previously provided by LOLG, did not provide for the key listing and vacating provisions.
 - j) On March 29, 2020, Chaitons sent an email to Gardiner Roberts, a copy of which is attached as Appendix "H". In addition to confirming that the occupancy agreement was unacceptable to the Receiver, Chaitons requested that Mr. DeMaria provide evidence on a monthly basis that property taxes, insurance and utility costs associated with the Woodland Property are being kept current by Mr. DeMaria. Chaitons' email also advised that the Receiver would be bringing its motion for approval of a sale process.
 - k) As at the date of this Report, Gardiner Roberts has not responded to Chaitons' March 29th email other than to provide supporting documentation on May 1, 2020 reflecting that the property taxes and utilities are being kept current. Gardiner Roberts has not yet provided contact information for the insurance provider despite being requested repeatedly to do so. This information is required so the Receiver can confirm that the policy is current and so it can be added as a loss payee on the applicable insurance policy.
2. Based on the foregoing, the Receiver is bringing this motion for an order, among other things, compelling Mr. DeMaria to comply with the occupancy terms summarized in the following section of this Report.

4.0 Proposed Occupancy Terms

1. A summary of the occupancy terms that the Receiver is seeking to have included in the proposed Court order is as follows:
- a) Payment Obligations: rent of \$4,500 shall be paid on the first of each month.
 - b) Term: month to month or as otherwise terminated (a) to provide vacant possession to complete a transaction for the sale of the property, or (b) for non-compliance on the basis noted below.
 - c) Expenses: the Occupants shall pay on a timely basis all property taxes, insurance, telephone, utility and other charges and expenses billed directly to the Woodland Property by the supplier of such services and shall provide evidence that these expenses have been paid on the last day of every month.
 - d) Occupation: the Occupants shall occupy the Woodland Property solely for residential purposes and shall maintain the Woodland Property in a clean and safe condition.
 - e) Vacating Premises: within 45 days written notice to be provided by the Receiver or such longer period as the Receiver may determine, in its sole discretion, the Occupants must vacate the property in order to permit the Receiver to complete a sale of the property.

- f) Writ of Possession: the proposed Court order would grant possession of the Woodland Property to the Receiver and a writ of possession in favour of the Receiver upon confirmation by the Receiver that the Receiver has provided the Occupants with a notice to vacate the property in accordance with the notice requirements set out in e) above.
- g) Cure Period: three days of written notification by the Receiver of any default. Otherwise, the Occupants shall vacate the property within seven days of receiving a demand from the Receiver to vacate the property.
- h) Other:
- no alterations or additions are permitted to be made by the Occupants without the prior written approval of the Receiver;
 - upon exit, the Occupants shall remove all of their furniture and belongings and shall leave the property in a clean and broom swept condition. A listing of material items that are to be excluded from any sale and removed by the Occupants shall be provided to the listing agent so that it may be appended to any Agreement of Purchase and Sale for the Woodland Property. The Receiver is not aware of any dispute to the Occupants' ownership of any contents at the Woodland Property;
 - the Receiver and any firm authorized by it has the right to enter the property for showings or otherwise upon providing the Occupants with 24 hours prior notice of any such attendance; and
 - the Occupants shall fully cooperate with the sales efforts of the Receiver and the listing agent and shall not engage in conduct that delays, hinders, impedes or obstructs their ability to market and sell the Woodland Property.

4.1 Recommendation

1. The Receiver recommends that the Court order the Occupants to comply with the proposed occupancy terms at the Woodland Property for the following reasons:
 - a) notwithstanding the Receiver's efforts since February 25, 2020 (as summarized in Section 3.0 of this Report), it does not appear that the Occupants will agree to the terms of the Occupancy Agreement absent a Court order;
 - b) based on feedback provided by real estate agents approached by the Receiver, the rental rate of \$4,500 to be paid during the occupancy period is consistent with market and has been agreed to by the Occupants;
 - c) the proposed terms include a 45-day notice period by which the Occupants would be required to vacate the Woodland Property. In the Receiver's view, this period is reasonable and appropriate as it should not jeopardize any potential sale transaction for the property and should enable the Occupants to prepare for a move and exit the premises on an orderly basis;

- d) notwithstanding having advised BCU and the Receiver on February 26, 2020 and the Court on March 13, 2020, Mr. DeMaria has not filed any motion materials to reimpose a stay of the receivership over the Woodland Property;
- e) the proposed terms do not impair the pending listing and marketing of the Woodland Property. On the contrary, the Woodland Property will likely show more favourably in its current state (i.e. with the Occupants' furnishings in place) as opposed to it being empty and vacant during the listing period; and
- f) BCU supports the relief sought.

5.0 Sale Process

5.1 Request for Proposals from Realtors

1. Immediately following the expiry of the Stay Extension Agreement on February 25, 2020, the Receiver solicited proposals from three realtors to act as listing agent for the Woodland Property. The Receiver requested that each realtor provide:
 - a) a detailed marketing plan;
 - b) an estimate of the value and suggested list price;
 - c) an estimate of the rental value for the Woodland Property;
 - d) background information concerning their firm, including relevant and comparable experience in the Vaughan area of their staff who will be leading this assignment (including résumés for any agents involved);
 - e) commission rate; and
 - f) a statement confirming that the agent is clear of any conflict of interest.
2. The request for proposals was sent on February 28, 2020 and contemplated a deadline to submit proposals of March 6, 2020.
3. As a result of the COVID-19 pandemic, the agents were unable to walk through the Woodland Property. Each agent qualified its listing proposal stating that a walk-through is required in order to properly assess the property, formulate a listing strategy and provide valuation guidance. Accordingly, the Receiver has not yet selected a listing agent. At this time, the Receiver intends to wait until the COVID-19 pandemic subsides so that the listing agents can submit a comprehensive listing proposal, following which the Receiver, in consultation with BCU, will select a listing agent and negotiate a listing agreement with that party.

5.2 Sale Process

1. The Receiver recommends that the Court issue an order approving the Sale Process, which is summarized as follows:
 - a) a listing agent selected by the Receiver in consultation with BCU will market the Woodland Property on a basis consistent with how residential homes are sold in the Greater Toronto Area, including arranging for open houses, site visits and listing the Woodland Property on the MLS system;
 - b) the Woodland Property would be marketed and sold on an “as is, where is” basis;
 - c) the Receiver would be able to market and sell the Woodland Property on a vacant possession basis;
 - d) the Receiver will have the right to reject any and all offers, including the highest dollar value offer(s); and
 - e) any transaction will be subject to Court approval.

5.3 Sale Process Recommendation

1. The Receiver recommends that the Court issue an order approving the Sale Process for the following reasons:
 - a) the relief sought is already contemplated in the Second Amended and Restated Receivership Order, paragraph 3(g) of which provides the Receiver with the power 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*”;
 - b) the Sale Process is a fair, open and transparent process intended to canvass the market broadly in order to obtain the highest and best offer for the Woodland Property and, accordingly, in the Receiver’s view, is appropriate in the circumstances;
 - c) the Sale Process is consistent with the conventional manner residential real properties are sold. With BCU’s consent, the Receiver intends to select a reputable listing agent with considerable experience selling comparable homes in the Vaughan area;
 - d) the duration of the Sale Process will depend on the offers submitted following the listing of the property. Given the ongoing COVID-19 pandemic, the Woodland Property will be listed for sale when it is possible to accommodate showings and open houses;
 - e) the Sale Process is consistent with how the Elm Grove Property, the Puccini Property and the Cottage Property were sold on an unopposed basis over the course of these proceedings;

- f) selecting an agent when the COVID-19 pandemic subsides is appropriate, in the Receiver's view, as it will allow for agents to access the Woodland Property in order to submit comprehensive listing proposals to the Receiver. Should an agent be selected prior to the return of this motion, the Receiver will file a supplemental report identifying the proposed agent and the terms of its listing agreement; and
- g) BCU supports the relief sought.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief detailed in Section 1.1(1)(e) of this Report.

* * *

All of which is respectfully submitted,



**KSV KOFMAN INC.,
SOLELY IN ITS CAPACITY AS COURT-APPOINTED
RECEIVER AND MANAGER OF
87 ELM GROVE PROPERTY, 46 PUCCINI AVENUE,
6216 FIFTH LINE AND
211 WOODLAND ACRES CRESCENT
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

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

THE HONOURABLE MR.

)

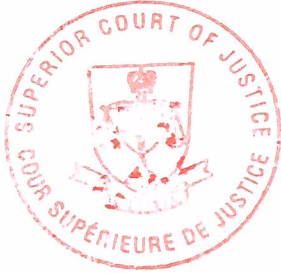
THURSDAY, THE 17th

JUSTICE PENNY

)

DAY OF JANUARY, 2019

)



BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

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 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 this date for written reasons.

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.

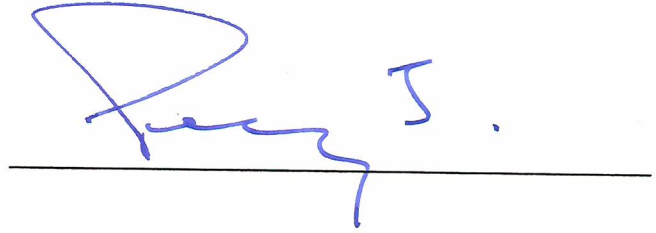
28. **THIS COURT ORDERS** that, with respect to the Elm Property and the real property municipally known as 46 Puccini Drive, Richmond Hill, Ontario (the "**Puccini Property**"), the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for 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, costs of this application are reserved pending submissions.

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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LE / DANS LE REGISTRE NO:

JAN 30 2019

PER / PAR:



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

**SECOND 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

Kenneth Kraft (LSO # 31919P)

Tel: (416) 863-4374

kenneth.kraft@dentons.com

Lawyers for Buduchnist Credit Union Limited

Appendix “B”

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 1st Mortgage**") and instrument number YR1920510 registered on December 5, 2012 (the "**Woodland 2nd 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 1st 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 2nd 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.

Yours truly,

Dentons Canada LLP




Barbara L Grossman
Partner

c.c. Alisa Mazo, Mazo Chowbay (alisa.mazo@mazochowbay.com)
Milton Davis, Fogler Rubinoff (mdavis@foglerr.com)

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: *November 28, 2019*

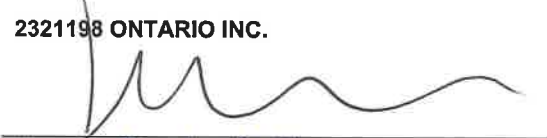

Witness
Name: **ALISA MAZO**
Date: *November 28, 2019*
Barrister & Solicitor,
Notary Public

SANDRA DEMARIA
Date: _____

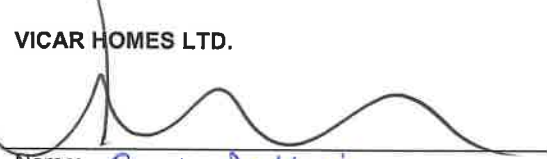
Witness
Name: _____
Date: _____


2321197 ONTARIO INC.

Per: _____
Name: *Carlo Demaria*
Title: *President*
Date: *November 28, 2019*


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

2321198 ONTARIO INC.

Per: _____
Name: *Carlo Demaria*
Title: *President*
Date: *November 28, 2019*


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

VICAR HOMES LTD.

Per: _____
Name: *Carlo Demaria*
Title: *President*
Date: *November 28, 2019*


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

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:

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:

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")

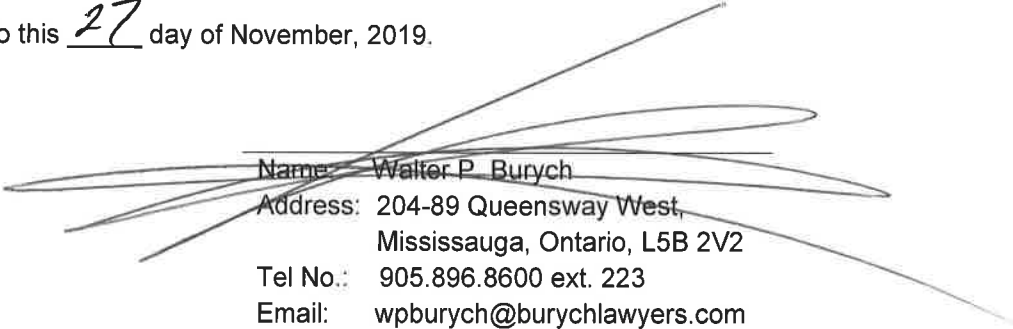
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1. I have been retained by Sandra Demaria (the "**Client**") to advise her in connection with the proposed extension of the stay of the Receivership Order made by the Honourable Mr. Justice Penny dated January 17, 2019 in Superior Court of Ontario (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.
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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

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."

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.

Schedule C

**Principal and Interest Owing 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 1st 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 2nd 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 (*computed from October 18, 2018 = date of demand under the guarantee*)
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.

- **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

IRREVOCABLE QUIT CLAIM, RELEASE AND DIRECTION

TO: Buduchnist Credit Union Limited ("BCU")

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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

TO: Buduchnist Credit Union Limited ("BCU")

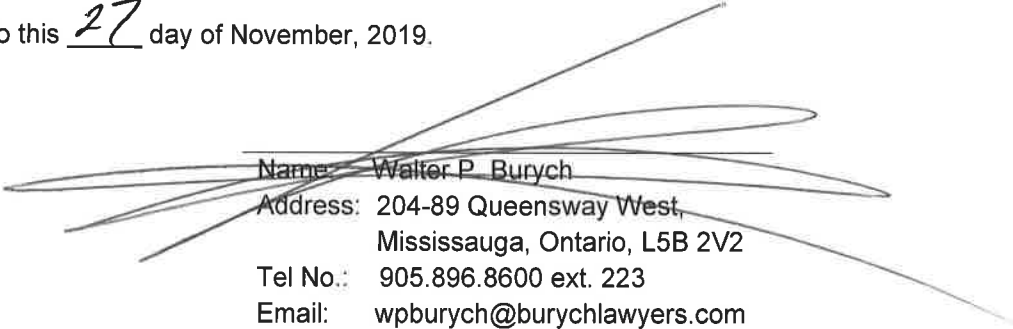
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AND I FURTHER CERTIFY that I have given this advice to the Client as solicitor to the Client and without regard to or consideration of the interest of BCU, Carlo, 197, 198 or Vicar. I confirm that neither I nor, to the best of my knowledge, any member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

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 3rd 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 3rd day of January, 2020
~~December, 2019~~

CARLO DEMARIA

[Signature]

[Signature]
Witness Name: Alisa Maro

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

2321197 ONTARIO INC.

Per: Carlo De Maria

Name: Carlo De Maria
Title: President

[Signature]
Witness Name: [Signature]

I have authority to bind the corporation.

DATED AT TORONTO, ONTARIO this 3rd 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 3rd 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)
)
) 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 1st Mortgage") and instrument number YR1920510 registered on December 5, 2012 (the "Woodland 2nd Mortgage", and together with the Woodland 1st 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

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.

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 1st Mortgage.

6. **THIS COURT ORDERS** that Carlo shall pay to BCU in respect of the Woodland 2nd 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 2nd 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 2nd 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:

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 2nd 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 2nd 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.

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

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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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)

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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~~

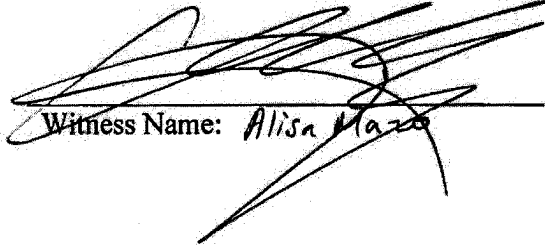
DENTONS CANADA LLP

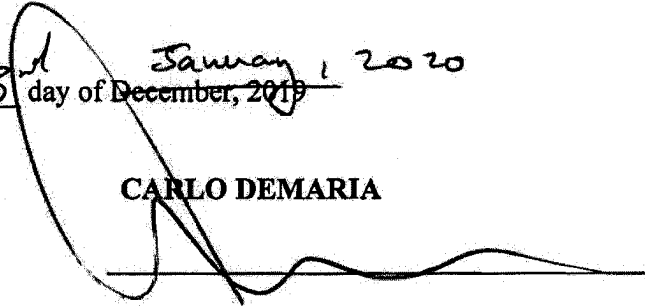
Per:



Barbara Grossman
Lawyers for the Applicant, Buduchnist
Credit Union Limited

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


Witness Name: Alisa Mazo


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,

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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BUDUCHNIST CREDIT UNION LIMITED
Applicant

- and -

2321197 ONTARIO INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
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Lawyers for Buduchnist Credit Union Limited

**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
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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 ~~December, 2019~~ ^{January, 2020}

DENTONS CANADA LLP

Per:

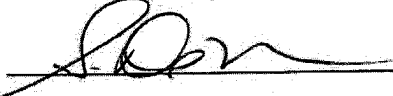


Barbara Grossman

Lawyers for the Applicant, Buduchnist
Credit Union Limited

DATED AT TORONTO, ONTARIO this 6 day of ~~December~~ ^{January} 2020, 2019

SANDRA DEMARIA



Witness Name:



Walter P. Benge

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 1st Mortgage**") and instrument number YR1920510 registered on December 5, 2012 (the "**Woodland 2nd Mortgage**") (together with the Woodland 1st 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 1st Mortgage.
2. **THIS COURT ORDERS** that Sandra shall pay to BCU in respect of the Woodland 2nd 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 2nd 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 2nd 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 2nd 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 2nd 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

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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

**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
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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 ^{January 2020} ~~December, 2019~~

DENTONS CANADA LLP

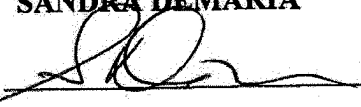
Per:



Barbara Grossman
Lawyers for the Applicant, Buduchnist
Credit Union Limited

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

SANDRA DEMARIA



~~Witness Name:~~

~~Walter P. Burdch~~

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,
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and
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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
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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
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CONSENT

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

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

Lawyers for Buduchnist Credit Union Limited

Appendix “C”

George Benchetrit

From: Grossman, Barbara <barbara.grossman@dentons.com>
Sent: Tuesday, February 25, 2020 5:46 PM
To: Carlo Demaria; Sandra Demaria; alisa.mazo@mazochowbay.com; awinton@lolg.ca; punderwood@lolg.ca; wpburych@burychlawyers.com; robin@burychlawyers.com
Cc: Oksana.Prociuk@bcufinancial.com; Roman Sharanewych; dsieradzki@ksvadvisory.com; George Benchetrit; Kraft, Kenneth; Freake, Mark
Subject: RE: 211 Woodland - Notice of exercise of default remedy under Woodland Stay Extension Agreement by reason of persistent default
Importance: High

Mr. and Mrs. Demaria and your respective counsel:


BCU has still not received the overdue \$21,000 monthly payment that was due under the Woodland Stay Extension Agreement more than three weeks ago on February 1, 2020, and there has been no response to my email below advising that the payment has been made (with supporting transmittal particulars and proof).

Accordingly, this will confirm that BCU is exercising its option to immediately terminate the Woodland Stay Extension Period early by reason of the persistent payment default, with the result that the Court Ordered receivership of the Woodland Property is no longer stayed as of this afternoon.

The Receiver is requested to fully implement the Receivership Order effective immediately and to confirm that it has done so.

BCU reserves and intends to exercise all of its other default remedies set out in the Woodland Stay Extension Agreement.

Barbara

 **Barbara L Grossman**
Partner

D +1 416 863 4417
barbara.grossman@dentons.com
[Bio](#) | [LinkedIn](#) | [Website](#)

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

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From: Grossman, Barbara
Sent: February 24, 2020 7:17 PM
To: 'Carlo Demaria' <carlo@douknow.com>; 'Sandra Demaria' <sandra@tastebudz.ca>; 'alisa.mazo@mazochowbay.com' <alisa.mazo@mazochowbay.com>; 'awinton@lolg.ca' <awinton@lolg.ca>; 'wpburych@burychlawyers.com'

<wpburych@burychlawyers.com>; 'robin@burychlawyers.com' <robin@burychlawyers.com>

Cc: 'Oksana.Prociuk@bcufinancial.com' <Oksana.Prociuk@bcufinancial.com>; 'Roman Sharanewych' <Roman.Sharanewych@bcufinancial.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'george@chaitons.com' <george@chaitons.com>

Subject: RE: 211 Woodland - Notice of exercise of default remedy under Woodland Stay Extension Agreement by reason of persistent default

Importance: High

Mr. and Mrs. Demaria and your respective counsel:

Further to my email below, as of the time of writing this email BCU has not received the \$21,000 monthly payment that was due on February 1, 2020 under the terms of the Woodland Stay Extension Agreement, and has not been advised by you that the payment has been delivered by cheque or electronically transmitted to BCU. If the overdue payment has been delivered by cheque or electronically transmitted to BCU, please respond before noon tomorrow, February 25th to so advise and provide the transmittal date particulars and proof of same, **failing which BCU will tomorrow be exercising its default option to terminate the Woodland Stay Extension Period early by reason of the persistent payment default with the result that the Court Ordered receivership of the Woodland Property will no longer be stayed effective tomorrow afternoon.**

Barbara



Barbara L Grossman

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From: Grossman, Barbara

Sent: February 20, 2020 6:05 PM

To: 'Carlo Demaria' <carlo@douknow.com>

Cc: Oksana.Prociuk@bcufinancial.com; Roman Sharanewych <Roman.Sharanewych@bcufinancial.com>; Sandra Demaria <sandra@tastebudz.ca>; alisa.mazo@mazochowbay.com; awinton@lolg.ca; robin@burychlawyers.com; wpburych@burychlawyers.com; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'george@chaitons.com' <george@chaitons.com>

Subject: RE: 211 Woodland - Notice of exercise of default remedy under Woodland Stay Extension Agreement by reason of persistent default

Importance: High

The Woodland Stay Extension Agreement remains in default by reason of the persistent failure of the DeMarias to make the \$21,000 monthly payment that was due three weeks ago on February 1st. Another \$21,000 month payment will be due on March 1st, which is 10 days from now.

I have obtained instructions that unless the \$21,000 that was past due on February 1st is received by BCU by 5:30 pm on Monday February 24, 2020, BCU will be exercising its default option to terminate the Woodland Stay Extension Agreement by reason of the default immediately following this deadline.

BCU reserves and intends to exercise all of its other default remedies set out in the Woodland Stay Extension Agreement and under the receivership order already made in respect of the Woodland property. I have therefore copied in the Receiver and its counsel.

Barbara

 **Barbara L Grossman**
Partner

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barbara.grossman@dentons.com
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From: Carlo Demaria <carlo@douknow.com>

Sent: February 12, 2020 12:03 PM

To: Grossman, Barbara <barbara.grossman@dentons.com>

Cc: Oksana.Prociuk@bcufinancial.com; Roman Sharanewych <Roman.Sharanewych@bcufinancial.com>; Sandra Demaria <sandra@tastebudz.ca>; alisa.mazo@mazochowbay.com; awinton@lolg.ca; robin@burychlawyers.com; wpburych@burychlawyers.com

Subject: Re: 211 Woodland


I'm not sure how one can act upon an "interpretation" of an email and make a determination but if that's what you think by all means, obtain instructions from your client and advise accordingly Ms. Grossman.

Carlo

On Wed, Feb 12, 2020 at 11:59 AM Grossman, Barbara <barbara.grossman@dentons.com> wrote:

I interpret your email to say that your default will continue indefinitely. That is unacceptable and I will obtain instructions accordingly.

Barbara

 **Barbara L Grossman**
Partner

D +1 416 863 4417

barbara.grossman@dentons.com
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On Feb 12, 2020, at 11:54 AM, Carlo Demaria <carlo@douknow.com> wrote:

Hi Barbara,

There is a whole accounting that is underway in all aspects of my personal and business life. I cannot say what numbers will affect what at this time. I'm hoping to get further instructions from my accountant to clarify what is needed as the response from Roman was not sufficient.

On Wed, Feb 12, 2020 at 11:49 AM Grossman, Barbara <barbara.grossman@dentons.com> wrote:

So there is no misunderstanding, discussions you are having with your accountant do not alter the fact that the Feb 1, 2020 \$21K monthly payment is seriously past due, the Woodland Stay Extension Agreement is in default, and BCU's early termination option under the the terms of the Woodland Stay Extension Agreement has been triggered.

Barbara



Barbara L Grossman
Partner

D +1 416 863 4417
barbara.grossman@dentons.com
Bio | LinkedIn | Website

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[77 King Street West, Suite 400](#), TD Centre Toronto, ON M5K 0A1 Canada

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On Feb 12, 2020, at 11:41 AM, Carlo Demaria <carlo@douknow.com> wrote:

Good morning Ms. Grossman

Actually I am awaiting to hear from my accountant as the response in regards to the 7800 payment was not clear. I will email Roman later today and copy you on it. I have copied Sandra on this reply email. Have a great day!!!

Regards,

Carlo

On Wed, Feb 12, 2020 at 11:35 AM Grossman, Barbara <barbara.grossman@dentons.com> wrote:

I understand that yesterday Roman sent you all the information and documentation you most recently requested in your two emails of Monday Feb 10.

Your February 1st \$21K payment under the Woodland Stay Extension Agreement is now 11 days past due and Ms Mazo has been non-responsive. I have therefore sought early termination instructions and accordingly I have copied in Mr. Burych's office to this email so his client is informed.

Barbara



Barbara L Grossman

Partner

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barbara.grossman@dentons.com

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On Feb 10, 2020, at 9:32 AM, Carlo Demaria <carlo@douknow.com> wrote:

Hi Barbara,

I'm sure you can appreciate that I have a gross amount of materials that have been accumulated over the years. I

would appreciate Romans help as it would take him literally a couple of minutes to locate and attach to an email. Thank you!!!

Regards,

Carlo

On Mon, Feb 10, 2020 at 9:28 AM Grossman, Barbara <barbara.grossman@dentons.com> wrote:

Carlo, you have been given this multiple times. The last updates were sent to you and Alisa Mazo as back up to the Woodland Stay Extension Agreement, Schedule C/Consent to Judgment figures in December, 2019. Earlier printouts were also in the BCU Receivership proceeding material which the Lax firm has.

I am copying in your various counsel so they can share with you the information and documents they have.

Barbara



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Partner

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> On Feb 10, 2020, at 8:59 AM, Carlo Demaria
> <carlo@douknow.com> wrote:

>

> Hi Roman,

>

>

> Sorry to bother you again but can you please provide me with some type of accounting that shows the 7800.00 paymentS that was made for the 211 and 6216 properties. I cannot remember when they started and what accounts they were coming from and going to. Your help is greatly appreciated!!!

>

> Regards,

>

> Carlo

Appendix “D”

From: Alisa Mazo <alisa.mazo@mazochowbay.com>

Sent: February 25, 2020 6:15 PM

To: Grossman, Barbara <barbara.grossman@dentons.com>

Cc: Carlo Demaria <carlo@douknow.com>; Sandra Demaria <sandra@tastebudz.ca>; awinton@lolg.ca; punderwood@lolg.ca; wpburych@burychlawyers.com; robin@burychlawyers.com; Oksana.Prociuk@bcufinancial.com; Roman Sharanewych <Roman.Sharanewych@bcufinancial.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; george@chaitons.com; Kraft, Kenneth <kenneth.kraft@dentons.com>; Freake, Mark <mark.freake@dentons.com>

Subject: Re: 211 Woodland - Notice of exercise of default remedy under Woodland Stay Extension Agreement by reason of persistent default

Good afternoon Barbara,

Thank you for your email. If this is your client's last intentions, please have David Sieradzki from KSV contact me directly to liaison with the DeMaria family.

Regards,

Alisa Mazo

Barrister & Solicitor

MAZO CHOWBAY

4711 Yonge St Suite 902

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Tel: [416.621.9111](tel:416.621.9111)

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alisa.mazo@mazochowbay.com

www.mazochowbay.com

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On Feb 25, 2020, at 5:45 PM, Grossman, Barbara <barbara.grossman@dentons.com> wrote:

Mr. and Mrs. Demaria and your respective counsel:

Appendix “E”

From: Andrew Winton <awinton@lolg.ca>

Sent: February 26, 2020 5:46 PM

To: Grossman, Barbara <barbara.grossman@dentons.com>

Cc: David Sieradzki <dsieradzki@ksvadvisory.com>; 'Alisa Mazo' <alisa.mazo@mazochowbay.com>; Philip Underwood <punderwood@lolg.ca>; wpburych@burychlawyers.com; robin@burychlawyers.com; george@chaitons.com; Kraft, Kenneth <kenneth.kraft@dentons.com>; Freake, Mark <mark.freake@dentons.com>

Subject: 211 Woodland - motion to set aside Stay Extension Agreement [IWOV-Client.FID86033]

Barbara,

I have become aware that new information has come to light which may call into question the propriety of the receivership on 211 Woodland and the terms of the stay extension agreement. I have instructions to bring a motion to set aside the agreement as being void ab initio and to seek court-imposed terms to extend the stay of the Receivership Order concerning Woodland on different terms than those currently in place.

Tomorrow we will ask the court for dates for a 9:30 appointment with Justice Conway to schedule our motion. We hope to attend before her soon. In the interim, we hope that the parties can agree to interim relief and that the receiver will not take any steps to advance the receivership or dispossess the DeMarias from their home pending the hearing of our motion.

Thanks,

Andrew

Andrew Winton
Direct 416 644 5342
awinton@lolg.ca

Lax O'Sullivan Lissus Gottlieb LLP
Suite 2750, 145 King St W
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www.lolg.ca



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Appendix “F”

COUNSEL SLIP

COURT FILE NO CX-18-609356-00CL

DATE March 13, 2020

NO-ON LIST 2

TITLE OF
PROCEEDING

Buduchnist Credit Union Ltd. vs 2321197 Ontario Inc. et al

COUNSEL FOR:
PLAINTIFF(S)
APPLICANT(S)
PETITIONER(S)

PHONE & FAX NOS

COUNSEL FOR:
DEFENDANT(S)
RESPONDENT(S)

PHONE & FAX NOS

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George Benchetrit
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T - (4) 218-1141

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E - george@charitons.com

Andrew Winton
for Carlo DeMaria
+ Vicar Homes

T - (416) 644-5342

(F) (416) 598-3730

(E) awinton@lolg.ca

Barbara Grossman
for BCU (Applicant)

T 416 863-4417

F 416 863-4592

barbara.grossman@
dentons.com

March 13/20

The Rec seeks relief to get the Property Labeled & Sold

The Demarias seek to reimpose a stay of the Recidivism order.

While Justice Penny is hearing one motion on this matter in April, there is no reason that another CL judge cannot hear these motions.

I am scheduling both motions for 2 HRS on April 1/20

It is a term of scheduling the Dem Stay motion that they permit an agent to come through the house & take the preparatory steps for living - all on a W/O prep basis.

If there is any issue that arises, I may be spoken to at a 930.

Conway

any judge,
Confirmed

Appendix “G”

OCCUPANCY AGREEMENT

This Agreement is made the day of February, 2020, between:

●
(collectively, the “Occupants”)

- and -

**KSV Kofman Inc., in its capacity as court-appointed receiver and manager
of the real property located at 211 Woodland Acres Crescent**

(the “Receiver”)

WHEREAS:

- A. By Order of the Ontario Superior Court of Justice (the “**Court**”) dated January 17, 2019, KSV Kofman Inc. (“**KSV**”) was appointed as Receiver of the property municipally known as 211 Woodland Acres Crescent, Vaughan, Ontario (the “**Property**”);
- B. The Occupants are residing at the Property;
- C. The Receiver intends to market the Property for sale; and
- D. The Occupants have agreed to the terms set out below as a condition of their continued occupation of the Property.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the continued occupation of the Property by the Occupants, and for other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

- 1. The Occupants acknowledge and agree that their continued occupation of the Property shall continue hereafter on a month to month basis or as otherwise terminated in accordance with the provisions of this agreement.
- 2. The Occupants shall pay to the Receiver the amount of \$● (the “**Monthly Occupancy Fee**”) monthly in advance on the first day of each and every month in respect of their continued occupation of the Property. The Occupants shall only be responsible for a pro-rated portion of the Monthly Occupancy Fee for the month when they vacate the Property if they vacate the Property before the last calendar day of the month.
- 3. All payments by the Occupants to the Receiver shall be made by certified cheque or bank draft payable to “KSV Kofman Inc.”
- 4. The Occupants shall pay on a timely basis all telephone, utility and other charges and expenses billed directly to the Property by the supplier of such services, and shall be responsible for exterior landscape maintenance and snow removal.

5. The Occupants shall forward all tax bills and tax assessment notices received by them directly to the Receiver.
6. The Occupants shall occupy the Property solely for residential purposes, in accordance with the provisions of the applicable by-laws of the City of Vaughan, and shall maintain the Property in a clean and safe condition.
7. The Occupants agree to produce, at the request of the Receiver from time to time, evidence that the only persons residing in (or otherwise occupying) the Property are in fact the Occupants, and evidence of payment of telephone, utility and other charges and expenses billed directly to the Property.
8. The Occupants agree not to make any alterations or additions of any nature or kind whatsoever to the Property, unless the Occupants have obtained the written approval of the Receiver prior to any such alterations or additions being made.
9. The Occupants acknowledge that they must vacate the Property in order to permit the Receiver to complete a sale of the Property to a purchaser. The Occupants shall vacate the Property on 30 days written notice to be provided by the Receiver, or such longer notice period as the Receiver may in its sole discretion decide to provide.
10. The Occupants shall be deemed to be in default under this agreement upon the failure by the Occupants to comply with any provision of this agreement, including default in payment of the Monthly Occupancy Fee, unless same has been remedied by the Occupants within three (3) days of written notification by the Receiver of such default.
11. In the event that default occurs pursuant to this agreement and such default has not been fully rectified within the time periods contemplated therein, then the Receiver shall have the unilateral right to terminate this agreement, whereupon the Occupants shall forthwith give up vacant possession of the Property to the Receiver within seven (7) days of receiving a demand from the Receiver to vacate the Property.
12. On or before the expiry of the notice period provided by the Receiver under paragraphs 9 or 11, as the case may be, the Occupants shall remove all of their furniture and belongings, and shall be responsible to leave the Property in a clean and broom swept condition.
13. The Occupants shall be responsible for all damages to the Property caused by the Occupants, their agents, servants, workmen, movers, invitees or anyone else for whom the Occupants are responsible at law. The Occupants shall forthwith reimburse the Receiver for the cost of all repairs in respect of any such damage, and shall indemnify and save the Receiver harmless from and against all costs, expenses, claims, damages and liabilities which the Receiver may suffer or incur in connection with any such damage, or as a result of the Occupants' failure to comply with the provisions herein.
14. The Receiver hereby reserves for itself, and for any person, firm or corporation authorized by it (including any real estate agent engaged by the Receiver to market and sell the Property (the "**Realtor**")), and for any municipal or any other governmental

official or representative, a right of entry onto and into the Property at all reasonable times, for the purposes of making inspections and/or repairs to the Property, and for showing the Property to prospective purchasers thereof, and the Occupants hereby acknowledge and consent to such right of re-entry for such purposes. The Occupants will provide their full cooperation with the Receiver and the Realtor with respect to the marketing of the Property for sale, including facilitating showings to prospective purchasers by keeping the interior and exterior of the Property clean, neat and tidy at all times, ensuring prompt snow and ice removal from all exterior walkways, driveways, porches and stairs required for full access to the Property, and vacating the residence during daytime hours on reasonable notice when the Realtor requires it to be empty for open house or private showings. The Occupants agree that, for the purpose of scheduling any attendances at the Property by the Receiver or its representatives or agents and/or any prospective purchaser, the Receiver and/or the Realtor shall only be required to provide 24 hours prior notice of such attendance to the Occupants.

15. The Occupants hereby consent to a court order granting possession of the Property to the Receiver and a writ of possession in favour of the Receiver upon confirmation by the Receiver that the Receiver has provided to the Occupants a notice to vacate the property as described in paragraphs 9 or 11.
16. The Occupants acknowledge that they have been provided with an opportunity to obtain legal advice in connection with this agreement, and that they are entering into this agreement voluntarily after having reviewed this agreement with the benefit of any and all necessary professional advice.
17. All notices provided for in this agreement and other communications pursuant to this agreement shall be in writing and delivered by hand or transmitted by telephone facsimile or electronic transmission, and any notice or other communication shall be deemed conclusively to have been given and received on the day on which it was delivered or transmitted:

(a) in the case of the Receiver, to:

KSV Kofman Inc.
150 King Street West, Suite 2308
Toronto, Ontario, M5H 1J9

Attention: David Sieradzki
Fax: (416) 932-6266
Email: dsieradzki@ksvadvisory.com

(b) in the case of the Occupants, to:

211 Woodland Acres Crescent
Vaughan, Ontario

Attention: ●




Email: ●

18. This agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
19. This agreement may be executed by the parties in counterparts and may be executed and delivered by fax or electronic transmission and all such counterparts shall together constitute one and the same instrument.
20. Each party hereto shall, upon reasonable request of the other party, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, agreements, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this agreement.
21. This agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
22. Time shall be of the essence in all respects with respect to this agreement.

[This space is intentionally left blank. Signature page follows.]

DATED at _____, this _____ day of _____, 2020.

WITNESSES

_____)
_____)
_____)
(Print Name): _____) 
_____)
_____)
(Print Name): _____) 
_____)
_____)
(Print Name): _____) 

**KSV Kofman Inc., in its capacity as
court-appointed receiver and manager
of the real property located at 211
Woodland Acres Crescent, Vaughan,
Ontario**

Appendix “H”

From: George Benchetrit <George@chaitons.com>
Sent: March 29, 2020 10:00 AM
To: Melfi, Alexander <amelfi@grllp.com>
Cc: David Sieradzki <dsieradzki@ksvadvisory.com>
Subject: RE: DeMaria and Vicar Homes ats BCU [IWOV-Client.FID86033]

Alex,

I presume based on your lack of response to David's email below that the February and March payments were not made notwithstanding the confirmation in your March 23 email message below that those monies would be wired to KSV by Friday at 5pm.

The form of agreement that you provided on Monday is not acceptable to the Receiver. Attached is the form of agreement that we had provided to Andrew Winton on February 27, which was based on the form of agreement previously agreed to by your client and approved by the court in relation to another property that was subject to these receivership proceedings (46 Puccini Drive). If your client is not prepared to sign a form of agreement on substantially the same terms, and as it appears that he is not bringing his motion as represented to Justice Conway, then we will be proceeding with our motion and I suggest that we simply agree by exchange of emails that Mr. DeMaria will comply with the following terms until the motion is heard:

- Payment of monthly occupancy rent in the amount of \$4,500 by way of wire transfer from your firm to KSV as follows:
 - \$9,000 for February and March immediately as you indicated should have already taken place;
 - \$4,500 for April by April 1 at 5:00 pm; and
 - \$4,500 for every month thereafter by the 1st each of each month at 5:00 pm.
- Payment on a timely basis of all property taxes, insurance, telephone, utility and other charges and expenses billed directly to the property by the supplier of such services.
- Production of evidence of payment of the aforesaid expenses by the last day of every month starting on March 31.
- On or prior to March 31, 2020, Mr. DeMaria will provide the Receiver with the contact information of the applicable insurance broker so that the Receiver can send its request to be added as a loss payee on the insurance policy which covers the Woodland property.

Please get back to me as soon as possible but in any event no later than 5:00 pm tomorrow, March 30, 2020.

GB

BUDUCHNIST CREDIT UNION LIMITED

- and -

2321197 ONTARIO INC., CARLO DEMARIA, SANDRA
DEMARIA, 2321198 ONTARIO INC., SASI MACH LIMITED and
VICAR HOMES LTD.

Applicant

Respondents

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

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD
(Woodland Property)**

CHAITONS LLP

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**Lawyers for KSV Kofman Inc., in its capacity as
Court-Appointed Receiver**