



Document Brief (Volume 4 of 5)

July 5, 2024

**Fourth Report of
KSV Restructuring Inc.
as CCAA Monitor of
Balboa Inc., DSPLN Inc., Happy
Gilmore Inc., Interlude Inc.,
Multiville Inc., The Pink Flamingo
Inc., Hometown Housing Inc., The
Mulligan Inc., Horses In The Back
Inc., Neat Nests Inc., and Joint
Captain Real Estate Inc.**

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Court File No. CV-24-00713245-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC.,
INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC.,
HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE
BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE
INC.

Applicants

This is the Interview of DYLAN SUITOR, taken at the
offices of Network Court Reporting, 1 First Canadian
Place, 100 King St. West, Suite 3600, Toronto, Ontario,
on May 6, 2024.

A P P E A R A N C E S :

Colin Pendrith
Joshua Jackson

for the Monitor

Alex Payne
Joshua Foster

for the Witness

ALSO PRESENT:
David Sieradzki

KSV Advisory Inc.

May 6, 2024

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*** The list of requests is provided as a service to counsel and does not purport to be complete or binding upon the parties.

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May 6, 2024

DYLAN SUITOR - 6

1 --- Upon commencing at 10:00 a.m.

2 DYLAN SUITOR: AFFIRMED

3 INTERVIEW BY MR. PENDRITH:

4 1. Q. Good morning, Mr. Sutor.

5 A. Good morning.

6 2. Q. I'm going to ask you to state your
7 full name for the record, if you don't mind.

8 A. Dylan Sutor.

9 3. Q. And you understand that we're here
10 today for an interview that is being conducted by
11 the monitor, KSV Restructuring?

12 A. Yes.

13 4. Q. And you understand that the context
14 of the interview is as part of an investigation
15 that's being conducted in accordance with
16 paragraph 41(k) of the Second Amended and
17 Restated Order dated March 28, 2024 of Justice
18 Kimmel?

19 MR. PAYNE: Yes, we agree that the
20 interview is being conducted pursuant to that
21 order.

22 MR. PENDRITH: Perfect.

23 BY MR. PENDRITH:

24 5. Q. So do you have understanding of KSV's
25 investigation order?

May 6, 2024

DYLAN SUITOR - 7

1 A. Can you be a little bit more specific
2 with that?

3 6. Q. Do you know what KSV's role is as far
4 as what it's investigating?

5 A. I believe they're investigating to
6 see what happened and what got us here, I guess.

7 7. Q. And does your understanding entail
8 that KSV is looking into the use of the funds of
9 the applicants? You understand that?

10 A. Yes.

11 8. Q. And what happened to the funds?

12 A. Yes.

13 9. Q. Did you do any preparation for
14 today's interview?

15 MR. PAYNE: Yes. We met with him, as we
16 have met with other individuals to be
17 interviewed, to provide some basic prep.

18 MR. PENDRITH: Thank you.

19 BY MR. PENDRITH:

20 10. Q. As part of that preparation, did you
21 consider ways in which you or entities that you
22 own or control may have received funds from the
23 applicants? Is that something you turned your
24 mind to as part of your preparation?

25 A. Yeah. Yeah.

May 6, 2024

DYLAN SUITOR - 8

1 11. Q. And is it your understanding that
2 you -- I'll start with you personally. Have you
3 personally received any funds from the
4 applicants?

5 A. Over the years there could be some,
6 not much.

7 12. Q. When you say, "not much", what do you
8 mean?

9 A. The production, the companies, the
10 investments were to improve homes, were to the
11 improve the real estate assets, and my
12 understanding is that's what the money went
13 towards.

14 13. Q. Okay. But when you said that you may
15 have received something, you said, "not much."
16 I'm trying to understand what "not much" means to
17 you.

18 A. There could have been a reimbursement
19 at some point. I know a personal credit card was
20 used for things that couldn't be paid for by
21 America Express at some point, and so I had a
22 Scotiabank Visa that I gave a copy to and that
23 would -- the way that money could have been paid
24 to that card would be from applicant companies to
25 reimburse expenses on a personal card.

May 6, 2024

DYLAN SUITOR - 9

1 14. Q. Okay. And we'll talk a little bit
2 about that later.

3 So aside from you being reimbursed for
4 credit card spending that you did on your own
5 personal credit card where you're spending for
6 the applicants, is there any other reason that
7 you would have been paid money by the applicants?

8 A. To the best of my knowledge, no.

9 15. Q. Okay. And what about other
10 corporations which are not applicant corporations
11 but you may have an interest in? Are you aware
12 of any funds that were transferred to those other
13 companies?

14 A. There are some non-applicant
15 companies that were under similar management at
16 certain points that money could have flowed
17 between.

18 16. Q. And why would money flow to or from
19 those similar companies?

20 A. Certain times, say, either a sale or
21 a refinance or capital had been raised in one
22 entity with the intent with more capital
23 available, and an intercompany transfer could
24 have been made to help with another company that
25 needed it at that time with the intention to

May 6, 2024

DYLAN SUITOR - 10

1 repay that transfer when that asset refinanced or
2 sold.

3 17. Q. Okay. What are the companies that
4 are non-applicant companies that participated in
5 that kind of back and forth flow of funds?

6 MR. PAYNE: You mean that he has some
7 involvement in?

8 BY MR. PENDRITH:

9 18. Q. Well, give me your complete knowledge
10 of entities that are non-applicant companies that
11 received money from the applicants as part of
12 sort of a larger business where cash flow was
13 moved around as necessary. It doesn't have to be
14 ones that you have an interest in. I just want
15 to know the ones that you're aware of.

16 A. I can't answer the ones I don't have
17 an interest in, as that wasn't really my role in
18 the ecosystem.

19 19. Q. Because you don't know about it? Are
20 you unaware of companies that you didn't have an
21 interest in where money went from the applicants
22 to those companies?

23 A. Again, I wasn't the one responsible
24 for the majority of the transfers, so --

25 20. Q. No, I understand that you're saying

May 6, 2024

DYLAN SUITOR - 11

1 you're not responsible for it as in you may not
2 have sent "send" on the bank transfer. I just
3 want to know are you aware of other companies
4 that received funds from the applicants?

5 A. I know there are other corporations
6 that I'm not a director or shareholder or an
7 officer in. I don't know exactly which ones or
8 any specifics around that.

9 21. Q. Do you know generality, the names of
10 the companies, for example?

11 MR. PAYNE: Are you asking about his
12 current knowledge or his knowledge at some prior
13 point in time, and if so, if so why?

14 BY MR. PENDRITH:

15 22. Q. I would like to know current
16 knowledge.

17 A. I've become more aware of additional
18 information through the CCAA process through a
19 number of requests from all parties, I would say.
20 As I've been more active in what's gone on since
21 the CCAA filing, I've gotten a little more
22 familiar with things. I still wouldn't -- I
23 couldn't name off every company off the top of my
24 head that had any involvement of -- that could
25 have been involved in potential applicants.

May 6, 2024

DYLAN SUITOR - 12

1 23. Q. Do you know of any of them? I'm not
2 saying your memory needs to be perfect. I'm just
3 asking for your current knowledge. Sitting here
4 right now, what do you know about them?

5 A. I know of some that I was a director
6 or officer in.

7 24. Q. Okay. Because I think it sounds like
8 your knowledge is going to be better for the ones
9 where you have an interest in, can you tell me
10 about those and then we'll move on to the ones
11 that you don't?

12 A. I don't know the exact name of them,
13 but Prospect Real Estate Holdings Inc. I think is
14 what it's called.

15 25. Q. Okay.

16 A. But Prospect in generality is one.

17 26. Q. Yes.

18 A. Upgrade Housing, I think that's Inc.

19 27. Q. Okay.

20 A. I think there's a Happy Town Housing
21 Inc. Again, I'm saying, "I think", because I
22 don't know the exact corporate names.

23 28. Q. That's fine.

24 A. There's reference to Upgrade or Happy
25 Town. There's another one, Commercial Urkel, and

May 6, 2024

DYLAN SUITOR - 13

1 I don't recall for certainty if the numbered
2 company that is kind of the parent to Robby and
3 I's partnership is included as an applicant or
4 not, but I think that is 265 Ontario Inc.

5 29. Q. I want to pause on the comment you
6 made about "Robby and I's partnership." Tell me
7 about that.

8 A. Robby and I are partners on a
9 numbered company, not on paper, but our initial
10 partnership dating back to when we started, the
11 agreement we had was that we were 50-50 on that
12 numbered company and the companies that followed
13 within that ecosystem.

14 30. Q. So that would be the 265 entity?

15 A. Yeah. I don't know the exact number
16 off the top of my head, but I believe it's 265.

17 31. Q. It's the entity that is the holding
18 company for Interlude and such other companies?

19 A. Yes.

20 32. Q. Why is it that Mr. Clark's interest
21 in that company is undocumented?

22 A. When we got into business together,
23 it became more clear to me as things transpired
24 further on, but there was definitely an issue
25 with him and his brother. I don't know all the

May 6, 2024

DYLAN SUITOR - 14

1 specifics, all the details, but shortly after
2 Robby and I partnered on some of these assets,
3 his brother sued him for a group of properties
4 and saying he had an interest in them that went
5 on for a few years, and for simplicity, I was the
6 director, officer and shareholder in those
7 companies on paper with the agreement that it was
8 -- at some point he'd be added to the numbered
9 company most likely because it would be more cost
10 effective or easier than every individual corp
11 below it, with the intention that his interests
12 are 50-50, and there is one corporation which is
13 Urkel Commercial that I'm fairly certain is 50-50
14 with his wife, Aruba Butt, as well as I don't
15 know where The Mulligan Inc. corp falls exactly,
16 but I believe that Ryan and Aruba are both
17 partnered on that on paper as well.

18 33. Q. Understood. The other entities that
19 you mentioned, Prospect, Upgrade, Happy Town,
20 Commercial Urkel, are those all subsidiaries of
21 the 265 entity that you're talking about?

22 A. I believe so, yes.

23 34. Q. And to the extent there would have
24 been money from the applicants that went to any
25 of those entities, those would have been -- well,

May 6, 2024

DYLAN SUITOR - 15

1 tell me why, if it's the same reason or if it's
2 different. Is it different for each of the four
3 companies that you mentioned, that money would
4 have been going from the applicants to them or is
5 it a different reason for each company?

6 A. I think it would be situational, I
7 would think, when money was transferred.
8 However, to the best of my knowledge, the
9 intention was to continue to progress real estate
10 assets that were in each of those corporations
11 forward with the intention of a refinance or a
12 sale in the future.

13 35. Q. And so were funds extended with the
14 expectation that they would be paid back to the
15 applicants?

16 A. The intention of the intercompany
17 loans would have been that if one company had
18 funds available at a time when another one
19 didn't, while it waited for a refinance or a
20 sale, to not pause that property or that
21 corporation, they would be transferred out or
22 transferred over as an intercompany loan to then
23 come back at a later date.

24 36. Q. Was there any documentation of these
25 transactions as being loans that you're aware of?

May 6, 2024

DYLAN SUITOR - 16

1 MR. PAYNE: In addition to the accounting
2 documents?

3 BY MR. PENDRITH:

4 37. Q. Well, there's a GL which says, "due
5 to/from", and I don't know what that means, but
6 aside from what may be noted in the GL that we're
7 aware of, the general ledger, are you aware of
8 any documents that would suggest that transfers
9 to any of these entities were loans or gifts or
10 anything else?

11 A. I know I had a couple of
12 conversations over the years with Robby and
13 different legal counsel or accounting to create
14 structure that made sense and was viable and
15 reasonable. I don't know if any documents were
16 drafted based on those conversations.

17 MR. PENDRITH: Okay. And so I'm going to
18 make a request which is if there's any documents
19 which exist that would shed light on the nature
20 of the transfers by the applicants to the
21 entities which are referenced or any other
22 entities which may come up later, but
23 specifically here we're talking about Prospect,
24 Upgrade Housing, Happy Town and Commercial Urkel,
25 we're seeking production of documents which shed

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1 light on the reasons for the transfer, be it a
2 loan, a gift or something else.

3 MR. PAYNE: Of every transfer?

4 MR. PENDRITH: I would imagine that if
5 anything exists, it would be something that would
6 address them in the aggregate. So I'm looking
7 for something more general, but if you find a
8 pile of loan documents for each transfer, we
9 would be interested in seeing them. I just don't
10 think that that's likely, so I'm asking for if
11 there's anything that sheds light on it.

12 REQ MR. PAYNE: I have your request.

13 MR. PENDRITH: Thank you.

14 BY MR. PENDRITH:

15 38. Q. So we've talked to Mr. Clark and Ms.
16 Butt and Mr. Malony, and I've gleaned from them
17 that the applicants shuffled money around as
18 needed to meet whatever particular payment
19 obligations they might have.

20 So if one entity had a bunch of money and
21 another entity didn't and the other entity owed
22 some money, there would be a transfer to allow
23 for the payment to be made.

24 Is that consistent with your understanding
25 of how the money moved around within the

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1 applicant infrastructure?

2 A. That would be my understanding of
3 different times different corps and properties
4 had different activity happening. Whether it was
5 a large deposit or there was a refinance or a
6 sale, capital would be available at that time,
7 and the full focus of completing all the assets
8 and renting and refinancing or selling all the
9 assets over a period of time, there could have
10 been times that intercompany loans were done, as
11 it was a better way to keep things moving than to
12 stall on a project.

13 39. Q. Understood. And the Prospect,
14 Upgrade, Happy Town and Commercial Urkel entities
15 were similarly part of that infrastructure where
16 money would be moved around as needed?

17 A. I would say that different
18 corporations likely had a different purpose at a
19 different time. For example, there's a golf
20 course. Golf is more seasonal, so there's
21 probably times where the seasonality would be a
22 reason for something, whereas Prospect owns an
23 apartment building.

24 So there's different -- it's commercial
25 financing. So there's different things that

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1 could come about within those, but to the best of
2 my knowledge, they'd be intercompany transfers as
3 companies required it for whatever reason.

4 40. Q. Understood. So the reasons why you
5 might have an intercompany transfer I totally
6 accept would be different depending on the state
7 of one company and another, where actual
8 obligations might exist, but just as far as a
9 practice, is there any difference between the
10 applicants as a group of companies the way money
11 moved around between the applicant companies and
12 then these additional companies we're talking
13 about: Prospect, Upgrade, Happy Town and
14 Commercial Urkel?

15 MR. PAYNE: Sorry, are you aware of any
16 transfers to Commercial Urkel, to or from?

17 MR. PENDRITH: I think that there's
18 something there, but we can look. It's not a
19 major one. If it's anything, it's small that we
20 know about right now.

21 MR. PAYNE: I just want to make sure the
22 premise is right, but that's fine.

23 THE DEPONENT: Sorry, can you repeat the
24 question?

25 BY MR. PENDRITH:

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1 41. Q. So the question is, was there any
2 difference between the way things worked with the
3 applicants and the way things worked with these
4 additional companies or was it all part of the
5 same infrastructure?

6 A. I would say that timing matters to
7 that question.

8 42. Q. Okay. Was there a point in time when
9 Prospect, Upgrade, Happy Town and to a lesser
10 extent Commercial Urkel potentially were not part
11 of the applicant infrastructure?

12 A. At the beginning of my partnership
13 with Robby, the only companies that were active
14 to my understanding and knowledge were the ones
15 that Robby and I were partners on. That was
16 prior to some of these other partners coming into
17 the ecosystem, and I'm sure we'll speak about
18 Core, but prior to the Core transaction and Core
19 discussions which led to some changes internally
20 and my understanding of what the future would
21 look like when Core came about.

22 43. Q. So are you saying, and I'm not
23 certain I'm following entirely, but earlier on --
24 I'm using generalities here. I'm not tying you
25 to a specific date, but earlier on Prospect,

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1 Upgrade, Happy Town and Urkel Commercial were
2 less integrated into the applicants or more
3 integrated into the applicants?

4 A. I think early on they were less
5 integrated. More recently they are more
6 integrated.

7 44. Q. What was it that caused that change?

8 A. We went through a refinance for Happy
9 Town Housing and Upgrade Housing. I can't speak
10 to the exact date, but it was prior to the Core
11 transaction or Core sale, at which time
12 underwriting for debt had us reposition where
13 assets were.

14 Banks would look at the whole corporation
15 and their debt obligations within the whole
16 organization, and so it made more business sense
17 to have the refinances completed in tenanted
18 properties, and then properties that weren't
19 completed or tenanted didn't have the debt
20 serviceability the same way that tenanted
21 properties would. So properties were then
22 transferred out of those corporations being
23 refinanced into other corporations.

24 For instance, Interlude, when we opened
25 Interlude, the intention of it was interlude. It

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1 was to be an between, more the acquisition
2 company, and then on refinance those properties
3 would then be moved to a different corporation in
4 smaller groups.

5 45. Q. Do you have records of all the
6 transfers of properties that were at one point
7 applicant properties that became properties of
8 these other entities: Happy Town, Upgrade,
9 Prospect, Commercial Urkel or something else? Do
10 you have records of those, those transfer?

11 A. To the best of my knowledge, all
12 transfers would have been done through lawyers.
13 So there would be hypothetically a lawyer who
14 would have those documents and they would be
15 recorded somewhere that could be gotten or could
16 be found.

17 46. Q. Okay. Did you keep a chart or
18 anything like that for simplicity's sake that
19 talked about I've got a property in this entity
20 and now it's being moved to that entity,
21 something where you would have on a summary basis
22 kept track of where properties were moving
23 around?

24 A. Earlier on I was a little more
25 involved in which corporations or which companies

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1 would purchase or refinance which. Later on in
2 the partnership, I was a lot less involved in the
3 day-to-day.

4 47. Q. Okay.

5 A. So I wouldn't be the one who was
6 keeping track of those for the most part.

7 48. Q. So you did keep track of them to a
8 certain point in time or you never did?

9 A. Yeah. Like, I was on, just
10 recollection, a shared Google Drive, Google
11 Excel, that had properties and which corps they
12 were in, for instance.

13 MR. PENDRITH: I'm going to request a copy
14 of that document, counsel.

15 MR. PAYNE: Do you know if that still
16 exists?

17 THE DEPONENT: That was prior to the Core
18 sale. If I had to hazard a guess, it would be
19 2018/2019.

20 REQ MR. PAYNE: Okay. Well, we have your
21 request.

22 MR. PENDRITH: Thank you. And if it's
23 been superceded by a more recent iteration of it
24 that this witness hasn't been the one who
25 maintains, we'd appreciate receiving that as

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1 well, please.

2 REQ MR. PAYNE: I have your request.

3 MR. PENDRITH: Thank you.

4 BY MR. PENDRITH:

5 49. Q. Could you please advise of all of the
6 properties that were applicant properties that
7 were transferred to entities that you control,
8 such as Prospect, Upgrade, Happy Town, Commercial
9 Urkel and any other entities that the additional
10 stay parties or Mr. Clark controls?

11 MR. PAYNE: Could you run that by me
12 again, please? Sorry, I was talking to Mr.
13 Foster at the start of your question.

14 MR. PENDRITH: No problem. So I'm looking
15 for a list of all of the properties of the
16 applicants that were transferred to related
17 parties.

18 MR. PAYNE: Is that different than your
19 last request?

20 MR. PENDRITH: Well, I think that the last
21 request is for a document which may exist. Here
22 I'm looking for a list of the properties that
23 were transferred. So that might be something
24 that needs to be created if it doesn't already
25 exist. It may be that my prior request addresses

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1 this.

2 REQ MR. PAYNE: I have your request.

3 MR. PENDRITH: Thank you.

4 BY MR. PENDRITH:

5 50. Q. I'm going to share a document. Do
6 you have that up on your screen? Are you able to
7 see it?

8 A. Yes.

9 51. Q. This is a document called Promissory
10 Note Loan Opportunity For Review - 642 Hamilton
11 Road, London prepared by Bronwyn Bullen and
12 approved by Claire Drage.

13 Do you know if you've seen this document
14 before?

15 MR. PAYNE: Perhaps you could scroll out
16 and give him a bit of a scroll through.

17 BY MR. PENDRITH:

18 52. Q. Yes. I'm happy to allow you to
19 peruse it first to see the content.

20 MR. PAYNE: Can you zoom out a bit,
21 please?

22 MR. JACKSON: Zoom out?

23 MR. PAYNE: Yes, just zoom out a bit,
24 please.

25 MR. JACKSON: How's that?

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1 MR. PAYNE: That's fine.

2 THE DEPONENT: Over the years I have come
3 across a couple of or some -- that is the picture
4 I despise the most, so that would not have been
5 on there. I have come across a couple of
6 documents that have been circulated. This one
7 specifically doesn't ring a bell for me.

8 BY MR. PENDRITH:

9 53. Q. Okay. And when you say, "documents
10 that have been circulated", do you mean
11 circulated by Windrose?

12 A. Yes.

13 54. Q. Okay. So did you have an
14 understanding that Windrose was circulating
15 documents like this to potential investors or
16 lenders in order to drum up financing for the
17 applicants' business?

18 MR. PAYNE: At what time?

19 MR. PENDRITH: At any point in time.

20 MR. PAYNE: Including post-filing?

21 BY MR. PENDRITH:

22 55. Q. Including post-filing. Do you have
23 knowledge that these types of documents were
24 being prepared by Windrose to raise money for the
25 applicants?

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1 A. We spoke to Windrose around our
2 intentions of buying and renovating properties.
3 That's not our business. That was their
4 business. How they did it is not -- I didn't
5 intimately know. I don't have all the details of
6 how they raised money, but the document that
7 you're showing me certainly looks like something
8 that they would have used with their database of
9 potential lenders to raise capital.

10 56. Q. Did you see other documents, not this
11 particular one necessarily, but documents like
12 this that were produced by Windrose?

13 A. For the intention of what exactly?

14 57. Q. Well, I'm just putting intention
15 aside because I suppose that's Windrose's
16 intention, but I'm just curious, have you seen
17 documents that look like this that have been
18 produced by Windrose? Maybe it might be listing
19 a different applicant as the borrower. It may be
20 listing a different person like Robby or Aruba.
21 I'm just curious, have you seen documents like
22 this before?

23 A. Not many, but I have seen some
24 Windrose-created or produced information. Even I
25 didn't sit on it, but Claire would do webinars

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1 and information sessions more recently, not since
2 filing, that she would accumulate data and
3 information and share to lenders.

4 58. Q. How would you have received these
5 sort of documents? Would they have been e-mailed
6 to you?

7 A. To the best of my knowledge, these
8 documents weren't sent to me prior to going out
9 to their investor database.

10 I can reference one time towards the
11 beginning of my knowledge of Windrose and Claire,
12 that I actually went to one of her live events
13 pre-COVID, prior to everything transitioning to
14 virtual or mostly virtual. I remember seeing a
15 document similar to this, that she had hard
16 copies printed out, for raising for different
17 investments or borrowers. That was the first
18 time I had seen one of those documents, though.

19 59. Q. Okay. And did you subsequently see
20 these types of documents?

21 A. Not much. I don't want to say, no,
22 not at all, because there was probably a few, but
23 it wasn't a regular occurrence that I would.

24 60. Q. Do you recall the few that you would
25 have seen, the circumstances in which you viewed

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1 them or received them?

2 A. I don't. Other than what I just said
3 to you, I don't.

4 61. Q. Okay. In this document there's a
5 portfolio snapshot. I'll let you read that for a
6 moment.

7 MR. PAYNE: Remind me of the date of this
8 document, please.

9 MR. PENDRITH: So I think the creation
10 date of it is -- it doesn't actually say in the
11 document itself, but it looks like it was created
12 on September 10th, 2023.

13 MR. PAYNE: Can we go off the record for a
14 second, please?

15 MR. PENDRITH: We may, yes.

16 --- Off-the-record discussion 10:30 a.m.

17 --- Upon resuming 10:36 a.m.

18 BY MR. PENDRITH:

19 62. Q. If we could -- I'm going to take you
20 to -- well, let's see if we can go to a certain
21 point in time. Do you recall doing anything with
22 this property recently, 642 Hamilton Road?

23 A. Yes, I do.

24 63. Q. What was the timing of what you did
25 and what did you end up doing?

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1 A. This property was refinanced through
2 CMHC-insured loan before the CCAA but leading up
3 to it.

4 64. Q. Okay.

5 A. And I worked directly with Bronwyn
6 and my controller on payout statements and
7 whatnot.

8 65. Q. Do you know if a promissory note was
9 issued in relation to this property recently or
10 at all?

11 A. I'd be surprised if a promissory note
12 was issued towards this property recently.

13 66. Q. If we go down to the portfolio
14 snapshot, this document states:

15 Dylan's strategy is to maximize holdings
16 in each corporation ensuring they are not
17 over leveraged while also benefitting from
18 the tax benefits of corporate holdings.

19 Was that a strategy that you had, not to
20 over-leverage?

21 A. The way this is written is not my
22 words. My strategy was to acquire properties,
23 add value to those properties through renovations
24 and increasing NOI and then refinance them at
25 cheaper rates.

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1 67. Q. The strategy that you used was to use
2 100 percent leverage to do that, right?

3 A. Used 100 leverage on a number of
4 properties funded through Windrose.

5 68. Q. In respect of the applicants'
6 properties, have you ever put your own personal
7 equity into the applicants?

8 MR. PAYNE: I think the confusion is from
9 the word "personal".

10 BY MR. PENDRITH:

11 69. Q. Is there confusion about the word
12 "personal"?

13 A. There are properties that produce
14 rental income and I would see that rental income
15 as mine, whether it be the applicants' or
16 personal in some way, shape or form, and
17 reinvestment of that capital into the portfolio
18 to continue to grow the portfolio, I would see as
19 a reinvestment, if that provides some clarity.

20 70. Q. Other than rental income, did you put
21 any money into the applicants?

22 A. There was also sales that had
23 happened, refinances that had happened, and some
24 of, if not all, throughout those times would be
25 reinvested into the corporations and the

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1 properties.

2 71. Q. So proceeds of sale would be
3 reinvested into the applicant infrastructure?

4 A. I'd have to see a specific instance
5 to say without a doubt yes or no. However, my
6 understanding was that, yes, money would be
7 reinvested into the portfolio to continue to add
8 value and increase the profitability of the
9 portfolio and those properties while decreasing
10 the leverage and ideally decreasing the interest
11 rate or accumulative interest rate of the
12 portfolio.

13 72. Q. Did that occur as part of the Core
14 sale?

15 A. I wasn't involved in the day-to-day
16 transfers and bookkeeping, so I can't say without
17 a doubt exactly what happened. However, my
18 understanding was that from the Core sale, a good
19 amount of money was going to be held back to
20 complete renovations.

21 I'm also aware of a large sum that Core
22 was holding back for 12 months prior to the Core
23 closing, which was supposed to be released, my
24 understanding, last May and it wasn't, and that
25 money that was supposed to be released last May,

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1 my understanding was it was more than enough to
2 complete the renovations outstanding on the
3 properties to get the properties to a value that
4 they could be refinanced or sold and repay
5 lenders.

6 73. Q. That was about, was it three and a
7 half million dollars, the holdback piece?

8 A. I think it was more than that but I
9 know I've heard three and a half million thrown
10 around. I don't know the specific amount.

11 74. Q. Okay. So is it your evidence that if
12 the applicants had that three and a half million
13 dollars, putting aside precisely the number, the
14 amount held back by the Core sale, that there
15 would have been enough money to complete the
16 renovations?

17 A. That was my understanding.

18 75. Q. Are you aware how much was taken out
19 of the applicant companies by their owners
20 following the Core sale? Do you have any
21 knowledge of that?

22 A. I don't know all the exacts. I don't
23 know how much was taken out by who or when, if
24 that's the answer.

25 76. Q. Do you know the generalities?

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1 A. I'd be guessing.

2 77. Q. You don't have any sense of how much
3 money came out of the applicants following the
4 Core sale to their owners?

5 A. I don't.

6 78. Q. What about to you?

7 A. There was I think 150,000 that came
8 out of one of the applicant companies up to one
9 of my companies, to the best of my knowledge.

10 79. Q. So sitting here today, that's your
11 understanding of the extent to which any proceeds
12 of the Core sale were paid to you or other
13 companies you own?

14 A. I'd have to see the transactions
15 you're referencing to.

16 80. Q. I'm just trying to get your
17 understanding. So, I mean, we can look at
18 individual transactions and talk about are they
19 Core-related or not.

20 A. Yeah.

21 81. Q. But sitting here right now, your
22 understanding is that \$150,000 came to a company
23 you have an interest in from the proceeds of the
24 Core sale?

25 A. From an applicant company, yes.

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1 82. Q. Okay. What was that company that the
2 \$150,000 went to?

3 A. My holding company, Elv8 Inc., I
4 believe.

5 83. Q. Okay. Was or is Elv8 Inc. held under
6 the 265 entity or is that held separately?

7 A. It is not.

8 84. Q. Does Mr. Clark have an interest in
9 Elv8 Inc.?

10 A. He does not.

11 85. Q. Does Elv8 Inc. have a business that
12 it runs or is it just a holding company?

13 A. It's a holding company.

14 86. Q. What does it hold underneath?

15 A. Elv8 Inc., I don't know the exact
16 structure as things have changed over my career.
17 My understanding of Elv8 Inc. was it is my
18 holding company that would be a hundred percent
19 owned by me and that that would be the company
20 that I would then, if I opened another company
21 for operating or holding purposes, whatever that
22 may be, that it would be the company that would
23 hold that.

24 There was a -- I did a restructuring
25 because initially I think the 265 company was

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1 owned directly by me, and when I created Elv8
2 Inc., I believe that it was rolled underneath
3 through an accountant and lawyer.

4 87. Q. So your understanding is Elv8 Inc.
5 sits up here. You're a direct shareholder of
6 Elv8 Inc.?

7 A. Yes.

8 88. Q. Underneath that is 265?

9 A. I think so.

10 89. Q. And underneath that are certain
11 applicants, Interlude, et cetera, and then
12 certain other entities we mentioned, Prospect,
13 Upgrade?

14 A. Yes.

15 90. Q. Is there anything else that sits
16 under Elv8 Inc.?

17 A. There is.

18 91. Q. What is that?

19 A. There's a number of other
20 corporations that sit underneath it for various
21 reasons.

22 92. Q. Could you provide me the details of
23 those, please?

24 MR. PAYNE: We'll take that by way of
25 request.

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1 MR. PENDRITH: Why can't the witness
2 answer it now?

3 MR. PAYNE: He can try.

4 THE DEPONENT: We're looking at a document
5 here regarding 642 Hamilton Road. To best of my
6 knowledge, without having it in front of me right
7 now, 642 Hamilton Road is an asset that is an
8 apartment building that is owned by 642 Hamilton
9 Road Inc., which is owned by Elv8 Inc., which is
10 owned by me, as an example.

11 BY MR. PENDRITH:

12 93. Q. Understood. Got it. What else is
13 there, to the best of your knowledge, under Elv8
14 Inc.?

15 A. Elevation Realty Network
16 Incorporation Inc.

17 94. Q. What does that do?

18 A. That is my real estate company, my
19 real estate team.

20 95. Q. Acting as a realtor?

21 A. Acting as a realtor. Well, when the
22 PREC, Professional Real Estate Corporations,
23 became approved or allowed, whatever the specific
24 is, I think it was in 2020, to the best of my
25 knowledge, that the government made those

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1 changes, where as an agent you could incorporate
2 a company, my understanding is that a
3 professional real estate company has to be owned
4 directly by the person.

5 So the structure would be that the PREC is
6 not under Elv8 Inc.; however, the brokerage has
7 to pay the PREC directly, but all my staff and
8 employees would be within Elevation Realty
9 Network Inc.

10 96. Q. Okay. That's still an active
11 business?

12 A. Yes.

13 97. Q. Is Elevation Real Estate part of --
14 does it service the applicants? Does it help
15 list their properties for sale?

16 A. Throughout the time of my
17 partnership, business partnership with Robby,
18 there were times where Elevation was more
19 involved and times where they were a lot less
20 involved.

21 98. Q. Has Elevation been paid money by the
22 applicants for listing properties or purchasing
23 properties?

24 A. Through way of commissions?

25 99. Q. Or otherwise.

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1 A. To the best of my knowledge,
2 Elevation has received commissions through the
3 acquisition or disposition of real estate
4 properties within the applicants.

5 100. Q. Has that occurred when an applicant
6 property is transferred to a non-applicant-
7 related party?

8 A. To the best of my knowledge, I would
9 say no. If there was a property being
10 transferred from one corporation to another
11 corporation for, say, a refinance that we talked
12 about before, that was simply for way of
13 refinance. It wasn't the disposition of a
14 property, if that makes sense.

15 101. Q. Okay. So are you saying that if a
16 property was moved around for the purpose of a
17 refinancing as between either an applicant and
18 another applicant or an applicant and a
19 non-applicant-related party, then in that case
20 there would be no real estate commission?

21 A. To the best of my knowledge, yes.

22 102. Q. Does Elevation Real Estate maintain
23 records that would show the commission that it's
24 received in respect of the sale or purchase of
25 applicant properties?

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1 A. I could probably find those
2 documents.

3 MR. PENDRITH: I'm going to request those,
4 please, showing the amount of money that
5 Elevation Real Estate has received in respect of
6 the purchase or sale of applicant properties.

7 REQ MR. PAYNE: I have your request.

8 MR. PENDRITH: Thank you.

9 BY MR. PENDRITH:

10 103. Q. Is there anything other than
11 Elevation or Elv8 Inc., sorry? So Elevation sits
12 under Elv8 Inc. Is there anything else that sits
13 under Elv8 Inc.?

14 A. Yes, there are other corporations,
15 holding corporations. I used to own a painting
16 company that I believe has been involved more
17 recently, but that would have --

18 104. Q. What was the name of that company?

19 A. New Hues Painting Inc.

20 105. Q. Was New Hues ever paid by the
21 applicants for work or not for work?

22 A. New Hues, when there was properties
23 in the south, New Hues was a painting company in
24 the south and would bid on some painting
25 projects. So I can't speak to specifics. I

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1 don't have them available, but I know there was
2 properties that Robby and I were partners on that
3 New Hues did do painting for at sometime
4 throughout the partnership. It was more early
5 on, to the best of my knowledge.

6 MR. PENDRITH: Okay. If there's been any
7 transfer of funds either for work done or for
8 other reasons to New Hues since 2021, would you
9 provide particulars of those transfers, please?

10 REQ MR. PAYNE: I have your request.

11 MR. PENDRITH: Thank you.

12 BY MR. PENDRITH:

13 106. Q. Is there anything else that sits
14 underneath Elv8 Inc.?

15 A. There are definitely other
16 corporations. I don't know them all and I would
17 be guessing.

18 107. Q. What's the most significant thing
19 that sits underneath Elv8 Inc. as far as the
20 value of the assets? I want to make sure you're
21 not forgetting the big one.

22 A. Yeah. I mean, [Address] is
23 probably going to be the biggest asset. [Address]
24 [Address] in Hamilton is a 63-unit apartment
25 building that's undergoing a transformation, and

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1 it's all over the news.

2 108. Q. Are there any other entities that
3 hold real estate that sit underneath Elv8 Inc.,
4 other than of course the applicants and the ones
5 that we've talked about: Prospect, Upgrade,
6 Happy Town and Commercial Urkel?

7 A. There are.

8 109. Q. What are those?

9 A. There are other apartment buildings
10 that I own outside of the applicants, outside of
11 partnership with Robby. I don't -- all the
12 specific corporations and names are -- I don't
13 have them on the top of my head, but I can -- I
14 reference to them as property addresses.

15 110. Q. What are the addresses?

16 A. [Address] in
17 St. Catharines.

18 111. Q. Okay.

19 A. [Address] in St. Thomas; [Address]
20 [Address], I believe that's in Simcoe; [Address]
21 [Address] in London; [Address] in
22 Stratford. I could be missing one. I could be
23 missing a few. That's off the top of my head.

24 MR. PENDRITH: Okay. So I'll ask by way
25 of request if there's any supplemental

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1 information concerning the holdings underneath
2 Elv8 Inc., be it directly or a few corporate
3 levels down, I would like particulars of the
4 holdings, please.

5 REQ MR. PAYNE: I have your request.

6 BY MR. PENDRITH:

7 112. Q. Is there a separate corp for each of
8 the apartment buildings?

9 A. For the most part, some advice I got
10 from an accountant at the beginning of this
11 journey, he had mentioned, you should go for
12 about 40 doors per corporation. I had some other
13 advice throughout the years, but if there was an
14 apartment building, it would usually be within
15 its own corporation.

16 Now, I did purchase a couple of apartment
17 buildings via share sale, and so I would acquire
18 the corporation that was there with another
19 corporation or however the structure needed to be
20 set up as advised by a legal and accounting team.

21 113. Q. Are those other addresses than the
22 ones we've talked about, the ones that you
23 acquired by share sale?

24 A. [REDACTED] Address was acquired via
25 share sale, I believe. The other two would be

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1 **Address**. I can't remember if it was a share
2 sale or asset sale, as well as **Address**, and
3 the same answer applies there.

4 There is something called a municipal
5 contribution agreement on those properties for
6 affordability that I became fairly familiar with
7 and there was opportunity in those assets, and so
8 city by city they have different ways they can
9 transact within the city guidelines and through
10 different legal and accounting advice.

11 114. Q. And am I correct that Robby Clark has
12 no interest in any of these assets?

13 A. In the ones I've just mentioned,
14 Robby does not have an interest in those.

15 115. Q. Okay. Do you have an org chart?

16 A. I'm in the process of transitioning
17 corporate lawyers and my new corporate lawyer is
18 in the process of recreating one. Probably why
19 my answers are a little more vague is because
20 it's a lot of years of corporate organization,
21 that that's not my specialty or my space.

22 116. Q. Okay. Is that your way of saying you
23 don't have an org chart right now?

24 A. I know there was one in 2023 --
25 sorry, it might have been 2022 -- that was

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DYLAN SUITOR - 45

1 created. I don't think that would be an
2 encompassing org chart in this present day.

3 As I mentioned, New Hues Painting I
4 believe is dissolved, for instance. I think it's
5 still showing on that one, but that one was
6 created when we were doing the rollovers.

7 117. Q. Does the org chart predate Elv8 Inc.?

8 A. No. No, the org chart that I'm
9 referencing would have been post the creation of
10 Elv8 Inc., and also the main purpose of the org
11 chart being created at that point in time was the
12 reorganization where the numbered company 265
13 would have been put under Elv8 Inc.

14 I don't know exactly what other
15 organization happened at that same time, but the
16 concept of it was that Dylan Sutor owns Elv8
17 Inc. a hundred percent. Elv8 Inc. owns 265.
18 Fifty percent of that was being held for Robby at
19 some later date when a refinance or a sale or
20 whatever, whenever Robby could be put on title
21 that made business sense that worked for him to
22 be put on.

23 118. Q. The 642 Hamilton entity that owned
24 the property, are you aware if it received funds
25 from the applicants?

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DYLAN SUITOR - 46

1 A. To the best of my knowledge, it did
2 not.

3 119. Q. Would there be any reason for it to?

4 A. No. It was a separate entity with
5 separate directors, shareholders, officers. That
6 was kept separate.

7 120. Q. And what about the other entities
8 where you own apartment buildings through? Would
9 there be any reason for the applicants to
10 transfer funds to any of those entities?

11 A. To the best of my knowledge, there
12 would not be. Other than Prospect and Commercial
13 Urkel, those two companies own apartment
14 buildings that are owned with Robby and Aruba,
15 Robby and/or Aruba, and, therefore, the 265
16 entity, what's underneath that, yes.

17 121. Q. Then there was the moving around of
18 money on an as-need basis with things that sat
19 underneath 265?

20 A. Correct.

21 122. Q. But not with things that sat
22 underneath the, I'll call it the Elv8 Inc. stack?

23 A. Correct. I saw my businesses as
24 totally separate. My business with Robby was my
25 business with Robby. My business without Robby

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DYLAN SUITOR - 47

1 was business without Robby and still acts that
2 same way today.

3 MR. PENDRITH: Could I have the org chart
4 which the witness referred to, the one that
5 currently exists?

6 REQ MR. PAYNE: We have your request.

7 MR. PENDRITH: Thank you. And if there
8 has been a subsequently completed org chart, we
9 would like that as well, please.

10 REQ MR. PAYNE: I have your request.

11 MR. PENDRITH: Thank you.

12 BY MR. PENDRITH:

13 123. Q. Sticking with this presentation,
14 there's reference to Interlude's property.
15 You'll see it's at the top of page 6. It states
16 that Interlude has 107 properties, a purchase
17 price of about 27 million. The current value
18 total is about 44 million, and then there's
19 rental income of \$108,000 a month.

20 Do you know, were these accurate figures
21 at any point in time?

22 A. I don't know.

23 124. Q. You're not sure. Does it seem
24 inaccurate to you?

25 A. Property values change, especially

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DYLAN SUITOR - 48

1 under interest rate environments. I think until
2 a transaction is completed, numbers are arbitrary
3 for the most part. These numbers certainly could
4 be accurate. I don't know the specifics, the
5 particulars of where this information came from,
6 how this information got there or the validity of
7 the information provided.

8 125. Q. Did you provide information to Claire
9 or her team concerning the real estate holdings
10 of the applicants?

11 MR. PAYNE: At what time?

12 MR. PENDRITH: At any point in time.

13 THE DEPONENT: As I referenced earlier, at
14 the beginning of the partnership, I was a little
15 bit more involved and I could have shared, I
16 think, that Excel file you requested. I think
17 that, I think, to the best of my knowledge, that
18 Windrose or one of the or some of the Windrose
19 employees were on that Excel file. So they would
20 have had that information shared with them and it
21 was a live document. So they could have taken
22 whatever they needed.

23 I don't know the process when I was --
24 when that transitioned. I don't know how they
25 got the information. I know that Windrose was in

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DYLAN SUITOR - 49

1 communication with people from SID more regularly
2 than I was apprized of, that they would have
3 probably gotten information that may have been
4 used in these presentations.

5 BY MR. PENDRITH:

6 126. Q. So you're not clear if this
7 information came from you or from someone at SID
8 or some other avenue. You just don't know?

9 A. Based on what I'm seeing on this
10 screen, my best guess would be that this probably
11 came from someone in the SID ecosystem or SID
12 portfolio at some point in time and then was used
13 towards this, but I don't know the specifics.

14 127. Q. When you say, "someone in the SID
15 ecosystem", what do you mean?

16 A. SID is, for all intents and purposes,
17 Robby's operating companies. Similarly to, like,
18 Elevation Realty is mine, Robby has his own
19 operating companies that I'm not a staff member
20 or an employee of.

21 128. Q. Do you have a handshake deal in
22 respect of any of those companies?

23 A. I do not, no.

24 129. Q. Is there any company that Robby owns
25 or Aruba owns or Ryan owns or I guess even

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DYLAN SUITOR - 50

1 Bronwyn where you've got a handshake undocumented
2 interest in?

3 A. Outside of what I mentioned to you at
4 the beginning with my handshake with Robby and
5 265?

6 130. Q. Yes, other than that.

7 A. No. Actually, Elv8 SID Inc. is a
8 shell company that was formed probably around
9 that 2020 time that Interlude was formed, and
10 there was conversation at that point in time of
11 Robby and I being business partners in some sort
12 of operating company that never took off or went
13 anywhere.

14 131. Q. Did Elv8 SID Inc. ever do anything or
15 transaction?

16 A. To the best of my knowledge, no.

17 132. Q. So I just note that in paragraph 52
18 of Mr. Clark's affidavit he lists the applicants'
19 properties, and there's 107 properties owned by
20 Interlude, which is the same number as is in the
21 presentation. Do you see that? This is Mr.
22 Clark's affidavit that was sworn in order to
23 obtain entrance into CCAA.

24 As of the date of the affidavit, to the
25 best of your knowledge, did Interlude own 107

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DYLAN SUITOR - 51

1 properties?

2 A. I don't know. It seems that it could
3 be true, but I don't want to state exacts because
4 I don't know that number.

5 133. Q. Okay. Do you have any reason to
6 believe that Mr. Clark would be incorrect about
7 the number of properties owned by Interlude?

8 A. I do know, and I don't know which
9 corporation it is, but I do know throughout the
10 CCAA process that there's a property that was
11 supposed to go to Core that was a plot of land.
12 I don't know all the specifics about it. I don't
13 know which corporation or which applicant it may
14 have been in. I don't know where that was, but I
15 do believe that there was one extra property that
16 had been found throughout the process that very
17 well could have been Interlude, but I would say
18 that the 107, to the best of my knowledge, is
19 probably at least approximately close.

20 134. Q. Could you provide details of the
21 extra property that was located?

22 MR. PAYNE: You already have details of
23 the extra property.

24 MR. PENDRITH: What's the address of that?

25 MR. SIERADZKI: We know.

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1 BY MR. PENDRITH:

2 135. Q. Okay. Could we go back to the
3 presentation, please? Neat Nests is listed here
4 as having eight properties. Is that accurate at
5 any point in time?

6 A. Neat Nests is a smaller corporation.
7 Off the top of my head, I don't know the number
8 of properties that would have been in Neat Nests
9 at any given time.

10 MR. PENDRITH: To the extent it's not
11 subsumed by the prior request -- I think it
12 probably is -- we're going to ask for details of
13 all properties sold by the applicants since 2021,
14 please.

15 REQ MR. PAYNE: I have your request.

16 MR. PENDRITH: Thank you.

17 BY MR. PENDRITH:

18 136. Q. And so I note for reference in
19 paragraph 52 of Mr. Clark's affidavit, there's
20 only one property listed as owned by Neat Nests.

21 Was there a conscious effort made to sell
22 off Neat Nests properties that you're aware of?

23 A. In 2023, generally speaking, there
24 was a point when we became familiar with the fact
25 that the Core money was not going to be brought

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DYLAN SUITOR - 53

1 back, that it was the recommendation of Claire
2 that we would need to start to sell some
3 properties.

4 137. Q. When did that happen, that you got
5 that recommendation?

6 A. There was a different borrower of
7 Windrose named [Name] (ph) that -- I don't
8 know the specifics of it, but that ended up in
9 some sort of corporate proceeding that she had to
10 sell property, and there was comments by Claire
11 stating that if she would have listened to Claire
12 on selling properties when she got into trouble,
13 then she probably could have avoided some of the
14 challenges that followed.

15 I always had a lot of request for Claire,
16 and so when she said we should sell some of the
17 properties or we need to sell some of the
18 properties to repay lenders, I took that
19 seriously and then I looked at the properties,
20 and I wasn't intimately involved in deciding what
21 was sold, but I did look at the stuff in the
22 south, as I'm a licensed realtor in Ontario, and
23 the ones in the south are closer to where I live,
24 so I would go to those properties and I would
25 recommend what we should do with those

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DYLAN SUITOR - 54

1 properties. Knowing that they're in the south,
2 they were worth generally more than the
3 properties up north.

4 A single family home in St. Catharines,
5 for instance, is most likely worth more than a
6 single family home in Timmins, as a generality,
7 and I -- to the best of my knowledge, I believe
8 that the Neat Nests corps or the Neat Nests
9 properties were mostly if not all in the south.

10 Just based on the way the business
11 started, the way the business grew, it started
12 mainly in the south and then grew further north
13 as the property values increased and the model
14 changed.

15 138. Q. What was the timeline in which Neat
16 Nests was selling off these properties?

17 A. One specific property in Neat Nests
18 that I can speak to is 3 Water Street in St.
19 Catharines, which is a six-unit apartment
20 building, and that was -- to the best of my
21 knowledge, that was the first property that came
22 close to a power of sale due to a lender starting
23 legal proceedings, and the advice that we had
24 been given was sell the property under your
25 control as if you sell it under a power of sale,

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DYLAN SUITOR - 55

1 the value will likely be less than.

2 So I had a call with those lenders to say
3 that we plan on selling this asset and repaying
4 you, the first mortgage lender, to be more
5 specific, and they had granted us time. I think
6 there was some other terms within that
7 negotiation, that I don't have present, to
8 preserve stakeholder value.

9 139. Q. The advice you got from Claire, so
10 just -- and it's a matter of record. I think
11 that property was listed on June the 14th of 2023
12 and it ended up getting sold I think in October.
13 October 6th, was the closing date, 2023 for the
14 Water Street property.

15 I'm trying to understand when the advice
16 that Claire gave you about selling properties was
17 given. Was that in advance of this?

18 A. I can't reference any specifics,
19 although, like I said, I mentioned [Name],
20 whenever that file had happened, I heard the
21 pattern of Claire saying, hey, if you start to
22 get in trouble for whatever reason or you start
23 to not be able to do something, then look at
24 selling the property. I don't know when she
25 recommended that we sell or which specific

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DYLAN SUITOR - 56

1 property would have been recommended.

2 140. Q. Do you know how she communicated
3 that? Was it a telephone conversation? A
4 meeting? Did she send you a note?

5 A. For the most part, we would have a
6 weekly call on Mondays with Windrose. It
7 happened most weeks. If there was a holiday, it
8 might get moved or if someone was away, it might
9 get moved or pushed to the following week, but
10 for the most part it was weekly phone
11 conversations over Zoom. They were more kind of
12 check-in, catch-up communication, if that makes
13 sense.

14 141. Q. Are you telling me that you think
15 that you were advised about the [Name] [REDACTED]
16 situation during one of those meetings?

17 A. I don't necessarily want to say we
18 were advised based on the [Name] [REDACTED]. We were
19 informed about the [Name] [REDACTED] and her being a
20 part of it. Yes, I would think, to the best of
21 my knowledge, it would have been over a verbal
22 Zoom conversation.

23 142. Q. But no sense of time? You don't know
24 if it was 2022 or 2023?

25 A. No, I don't know sense of timing.

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1 MR. PAYNE: Other than what he's already
2 told you.

3 BY MR. PENDRITH:

4 143. Q. What does Conduit Asset Management
5 do?

6 A. Conduit Asset Management is a company
7 that helps clients, real estate investors bring
8 assets to their highest and best use or potential
9 highest and best use.

10 144. Q. But what does it do?

11 A. It helps.

12 145. Q. How?

13 A. Work with cities to obtain permits.
14 It could work with contractors to gather quotes,
15 to oversee construction, really everything to do
16 with managing the asset. It could refer to
17 property management companies that may manage the
18 tenants.

19 Conduit isn't focussed on managing the
20 tenants. It's focussed managing the asset,
21 whereas property management will be more tenants
22 and toilets, is the common phrase that gets
23 referenced for property management.

24 146. Q. Okay. Do you have an interest in
25 Conduit Asset Management?

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1 A. I have a family trust that has an
2 interest in Conduit Asset Management.

3 147. Q. Okay. That's the Sutor Family
4 Trust?

5 A. Yes.

6 148. Q. You're the trustee of that trust?

7 A. I don't know all of the specifics of
8 how that trust is set up, but it was set up in
9 2022, I believe, by recommendation from my
10 accountant and lawyer for tax purposes.

11 149. Q. Have you engaged in any creditor
12 proofing activities?

13 A. I'm sorry, can you repeat the
14 question?

15 150. Q. Have you engaged in any creditor
16 proofing activities?

17 MR. PAYNE: Do you know what he means?

18 THE DEPONENT: I don't.

19 BY MR. PENDRITH:

20 151. Q. Have you arranged your affairs in a
21 way to make it more difficult for creditors to
22 gain access to assets of yours?

23 A. That was never an intention that I
24 had.

25 152. Q. That was not the intention of setting

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DYLAN SUITOR - 59

1 up the Sutor Family Trust?

2 A. As I just mentioned, in 2022, when it
3 was created, it was a conversation with my
4 accountant and my lawyer around the tax benefits
5 of a family trust.

6 153. Q. Did you understand that the forty-
7 door per corp advice that you got was intended to
8 limit liability to certain corporations for
9 certain assets so that they would be kept
10 distinct from others?

11 A. The specific recommendation was a
12 slip-and-fall to state that if there was a
13 slip-and-fall issue from a tenant, that it would
14 be kept within that corporation.

15 MR. PENDRITH: We should mark that
16 presentation as an exhibit. We'll call it
17 Exhibit A, Promissory Note, Loan Opportunity For
18 Review - 642 Hamilton Road, London.

19 EXHIBIT A: Promissory Note, Loan
20 Opportunity For Review - 642 Hamilton
21 Road, London.

22 BY MR. PENDRITH:

23 154. Q. Hometown Housing Inc. is listed as
24 having eighteen properties. Do you recall if
25 that was correct at any point in time?

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DYLAN SUITOR - 60

1 A. At some point in time, eighteen is a
2 viable number that could have been in that
3 corporation.

4 155. Q. Could you advise -- well, let's see.
5 So back to paragraph 52, Hometown Housing has
6 three properties, according to Mr. Clark. It's a
7 significant drop from what we see now.

8 Do you know why there would be a change
9 from approximately eighteen down to three?

10 MR. PAYNE: Hang on. Just to be clear, we
11 don't know the document. We don't know the date
12 of that presentation with any specificity, and
13 he's also told you he didn't prepare it, but
14 other than those clarifications, he can answer
15 any understanding he may have about why there's
16 eighteen in the presentation and three in the
17 affidavit.

18 THE DEPONENT: Hometown Housing was, I'm
19 fairly certain, an earlier corporation, and
20 during the Core sale, properties that were held
21 longer generally were most likely renovated and
22 rented, and that was what Core was looking for.
23 They were looking for the more stabilized assets,
24 not the value-add assets.

25 So my best assumption would be that there

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DYLAN SUITOR - 61

1 was a number of assets in Hometown Housing that
2 would have sold to Core, which I believe was mid-
3 2022.

4 BY MR. PENDRITH:

5 156. Q. Following the Core sale, do you know
6 approximately how many properties Hometown had?
7 Was it about three or was it closer to eighteen?

8 A. It was closer to three. My
9 understanding is it has two or three, although
10 this would have been taken from data that was
11 likely more accurate than any answer I could give
12 to you right now.

13 157. Q. And we see Horses in the Back has
14 three properties. Was that accurate at any point
15 in time?

16 A. It could have been.

17 158. Q. What about Old Thing Back? Does it
18 currently have more than four properties?

19 A. To the best of my knowledge, I don't
20 believe that Old Thing Back has any properties
21 left.

22 159. Q. What happened to all of Old Thing
23 Back's properties?

24 A. Old Thing Back was the first
25 corporation I believe that Robby and I opened,

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DYLAN SUITOR - 62

1 and it was the one that his brother was suing for
2 the assets that were in that corporation. So
3 that corporation never really -- it was hindered
4 by that and it never really had the opportunity
5 to do what it initially set out to do.

6 160. Q. Okay. And what about Up-Town Funk?
7 How many properties does it currently own,
8 roughly?

9 A. I would assume a lot less than 31. I
10 would say that the answer that I gave you for, I
11 believe it was Hometown Housing, that Up-Town
12 Funk would have a similar -- just even looking at
13 95 percent completed and rented, if that
14 information is accurate, than what I've told you
15 about Core is that they would be hypothetically
16 interested in those 95 percent that are completed
17 and rented over the 5 percent being under
18 renovation, as their goal of purchasing was to
19 purchase the properties that were completed,
20 renovated and rents.

21 161. Q. Was Up-Town Funk part of the Core
22 sale?

23 A. To the best of my knowledge, I
24 believe that there would have been some assets
25 within Up-Town Funk that were sold through the

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DYLAN SUITOR - 63

1 Core sale.

2 162. Q. Did Up-Town Funk receive some of the
3 proceeds of the Core sale?

4 A. I don't know.

5 163. Q. If you looked at the Up-Town Funk
6 bank accounts, you would know that?

7 A. Sorry, could you repeat your
8 question?

9 164. Q. If you looked at the Up-Town Funk
10 bank accounts, you would know that?

11 A. I don't know if I can say that with
12 certainty either.

13 165. Q. Would there be any other way that
14 Up-Town Funk would receive proceeds of the sale
15 other than into its bank account?

16 A. That would have probably been through
17 the lawyers that closed the Core transaction with
18 directions on where funds would have been
19 allocated from there. I wasn't really overly
20 involved in much of that discussion and
21 negotiation.

22 166. Q. You don't know where the funds went
23 from the Core sale, the profit?

24 A. As I mentioned earlier, my
25 understanding was that a lot of the funds from

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DYLAN SUITOR - 64

1 the Core sale were repaid to lenders and then
2 some funds were also held back to complete
3 properties that were to be renovated.

4 MR. PENDRITH: And we have a prior request
5 in respect to the documentation showing the use
6 of funds from the Core sale, and if we don't, we
7 request it now.

8 REQ MR. PAYNE: If I didn't have your request
9 before, I have it now.

10 MR. PENDRITH: Thank you.

11 BY MR. PENDRITH:

12 167. Q. Upgrade Housing, how many properties
13 does it currently own?

14 A. Less than 34.

15 168. Q. Closer to 34 or closer to zero?

16 A. Best of my knowledge, closer to zero.

17 169. Q. Are you actively selling properties
18 owned by Upgrade Housing and Up-Town Funk and
19 others?

20 MR. PAYNE: Right now?

21 BY MR. PENDRITH:

22 170. Q. Do you have any other properties
23 owned by any of these entities that are listed
24 for sale?

25 A. Upgrade Housing does have properties

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DYLAN SUITOR - 65

1 that are listed for sale.

2 171. Q. Where are those properties located?

3 MR. PAYNE: Just to be clear, I believe
4 KSV has the details of all of the properties
5 currently listed for sale. Is that not correct?

6 MR. SIERADZKI: It is.

7 MR. PAYNE: Okay. Thank you.

8 BY MR. PENDRITH:

9 172. Q. I want to take you to Interlude
10 financial statements.

11 MR. PAYNE: If we're changing topics, can
12 we just take a morning break --

13 MR. PENDRITH: Yes, no problem.

14 MR. PAYNE: -- a health break? Can we go
15 off, please? Thanks.

16 --- Break commencing 11:27 a.m.

17 --- Upon commencing 11:38 a.m.

18 BY MR. PENDRITH:

19 173. Q. I'm going to take you to the
20 Interlude financial statements that are part of
21 the application materials filed by the
22 applicants, page 204 of volume 1 and I'll scroll
23 down.

24 So the financials are done up to
25 December 31st, 2022 but not for 2023. Right?

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DYLAN SUITOR - 66

1 A. To the best of any knowledge,
2 correct.

3 174. Q. Were these financials prepared for
4 the purpose of going into CCAA? I understand
5 that the financials weren't done prior, but you
6 tell me.

7 A. Honestly, I don't know.

8 175. Q. Did you have any involvement in
9 dealing with Pursuit CPA?

10 A. When I first met Robby, he was with a
11 different accountant and then Robby moved over to
12 working with [Name] that went and started his own
13 firm Pursuit CPA, and when that happened, I also
14 moved over to [Name].

15 So I've had discussions and conversations
16 with [Name] regarding non-Robby-related stuff I'll
17 classify it as, but for the financials that
18 are -- the information sent to [Name] and worked on
19 with [Name], I wasn't involved in the day-to-day of
20 that.

21 176. Q. Do you know if there was a set of
22 financials done for the 2021 year?

23 A. I don't.

24 177. Q. You'll see this is dated June the
25 30th, 2023. Do you have any understanding of why

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1 this was done at that point in time?

2 A. I don't.

3 178. Q. Who did you leave to deal with this?
4 Was it Robby? Robby was organizing it for you?

5 A. Aruba and I think they had a couple
6 of other staff members at SID that would deal
7 directly with [Name] and some of his people. The
8 only other person at Pursuit that I've spoken to
9 regularly is [Name]. I'm assuming [Name] would
10 have been involved, and then I think [Name] was
11 [Name] assistant, although I know they have other
12 people in the organization that I'm not privy to.

13 MR. PENDRITH: I've not seen in the
14 application materials, financial statements for
15 prior years, and I appreciate that embedded in
16 2022 it has prior year information, but I'm going
17 to ask if there are financial statements for any
18 of the applicants for 2021 or 2020, if we could
19 have those, please, or confirmation that they
20 don't exist.

21 REQ MR. PAYNE: I have your request.

22 MR. PENDRITH: Thank you.

23 BY MR. PENDRITH:

24 179. Q. Are you aware that the general
25 ledgers stop at the end of 2022?

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1 A. I'm sorry, I'm not -- as I mentioned,
2 I'm not involved on the day-to-day of this, so I
3 don't...

4 180. Q. Do you know what a general ledger is?

5 A. Embarrassingly, not super accurately.

6 181. Q. Do you understand it's something that
7 gets maintained --

8 A. A financial statement.

9 182. Q. -- over time? It's a type of
10 statement. It's not like a balance sheet, but
11 it's -- in any event, do you understand that it's
12 something that gets maintained over time that you
13 have to update?

14 A. Yes. I mean, theoretically I would
15 say the balance sheet, financial statement,
16 general ledger would get updated over the years.
17 I don't know if it's for purpose of tax filing at
18 the end of the year or if it's more of an active
19 document. I don't know that.

20 183. Q. Okay. Do you know who was
21 responsible for maintaining the general ledger,
22 if anyone had that responsibility for your
23 companies?

24 A. I would -- within the applicants and
25 within the Robby-related stuff, that would be, to

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1 the best of my knowledge, would either be [Name]
2 [Name] and his team at Pursuit or it would Aruba
3 and her team on the SID side.

4 184. Q. But it wasn't something you turned
5 your mind to?

6 A. It wasn't something that I turned my
7 mind to.

8 185. Q. What about your other companies that
9 are not Robby-related companies, so the ones that
10 exist under the Elevation stack we were talking
11 about?

12 A. I have a controller [Name], who
13 has been with me over a year but has been in that
14 role for under a year, and she is going back and
15 reconciling everything non-Robby related.

16 There was a prior controller interim,
17 another [Name] for a short window, which was
18 someone just to kind of help fill a void until
19 the person I originally hired as my controller,
20 [Name], resigned.

21 186. Q. Do you maintain an up-to-date general
22 ledger for any of your other corporations, not
23 the applicants?

24 A. I would have to check with my
25 controller or [Name].

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1 187. Q. And so I think I've asked this
2 question a number of different ways and at
3 different points in time, but I would like to see
4 the bank statements and the general ledgers, to
5 the extent they exist, for any of the entities
6 that you have an interest in in non-applicant
7 companies, particularly ones where we talked
8 about the funds flowing from the applicants to
9 those companies and back and forth.

10 REQ MR. PAYNE: That's a very broad request,
11 but I have your request.

12 MR. PENDRITH: Actually, I don't think
13 it's broad at all.

14 MR. PAYNE: Any company that he has any
15 interest in whatsoever, you want bank statements
16 and GLs?

17 MR. PENDRITH: Bank statements are going
18 to be twelve bank statements a year. It's not an
19 assessment of every transaction, and a GL is one
20 document. It's actually not a lot and it should
21 be, when a business is being run properly, very
22 organized, and so it's not actually an excessive
23 request at all.

24 MR. PAYNE: You have your position. I
25 have mine. In any event, as I said, I have your

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1 request.

2 MR. PENDRITH: Thank you. I'm reacting to
3 the commentary about it being broad because I
4 don't think it is.

5 MR. PAYNE: It depends on the number of
6 entities and what business they're doing and
7 whether they have anything to do with the
8 applicants at all.

9 MR. PENDRITH: What we've seen is a very
10 -- money moves around in a lot of different ways,
11 as you can appreciate. There does not seem to be
12 any distinction between the different companies,
13 certainly some sets of companies, and in order to
14 follow the money, which is our mandate, we need
15 to have that visibility. That's why I'm asking.

16 MR. PAYNE: Well, if it was certain sets
17 of companies, then you can identify those
18 companies, but that's not how you phrased the
19 request, which gives rise to my commentary that
20 it's broad, but in any event, I have your
21 request.

22 MR. PENDRITH: Thank you. The issue is
23 that the witness can't actually identify all of
24 the entities that he has an interest in. He
25 doesn't know that. So that's why I have to ask

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1 it that way, and I did give you in particular the
2 ones that we discussed today, but there may be
3 others.

4 BY MR. PENDRITH:

5 188. Q. Do you know if these financial
6 statements are accurate for Interlude, the ones
7 we're looking at?

8 A. I don't know.

9 189. Q. Why don't you know that?

10 A. As mentioned, I'm not -- this isn't a
11 vertical that I spend most of my time with.
12 Since filing the CCAA, I know that some requests
13 have come up and some conversations have come up
14 that they may not be -- I guess some of the input
15 may not necessarily be classified specifically
16 correctly, if that makes sense.

17 190. Q. So you're aware of certain
18 inaccuracies regarding these financial
19 statements?

20 A. During our prep conversations, one
21 thing came up, which was due to/from Dylan Sutor
22 and a number of AMEX payments. So if an
23 Interlude AMEX card was paid from an Interlude
24 corporation, I don't fully understand how that
25 would be classified as a due to/from Dylan

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1 Sutor, other than Dylan Sutor being the
2 director and officer and shareholder of
3 Interlude.

4 191. Q. Okay. So I understand that. I'm not
5 talking about the general ledger data. That's
6 what you're describing right now, is how things
7 are classified in the general ledger.

8 So I'm asking about the financial
9 statements that we're looking at.

10 MR. PAYNE: Well, why don't you give him
11 an opportunity to look at the document?

12 MR. PENDRITH: Sure. I mean, it had been
13 on the screen for a minute. I'm not depriving
14 him of it.

15 MR. PAYNE: Okay.

16 MR. PENDRITH: Well, you're suggesting
17 that I'm not giving him that opportunity and I
18 think that I am, and I'm happy to have him read
19 it.

20 MR. PAYNE: Mr. Pendrith, there's no need
21 to get defensive. It was just on the front page
22 of the --

23 MR. PENDRITH: I'm not getting defensive.
24 I'm correcting the record.

25 MR. PAYNE: Please don't interrupt me. It

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1 was on the front page letter from Pursuit CPA, so
2 I'm just suggesting that he takes a moment to
3 look at the actual pages in this document.

4 MR. PENDRITH: I'm happy to have him take
5 a look.

6 BY MR. PENDRITH:

7 192. Q. Please go ahead and refresh your
8 memory.

9 A. Looking at the expenses, these all --
10 I mean, for the most part, these make sense. I
11 don't know about the accuracy of the numbers, but
12 appraisals are required for refinance.

13 So money hypothetically would have been
14 spent on appraisals at some point in time for
15 some reason, as an example.

16 193. Q. Okay. Did you want to look at the
17 next page or further down?

18 A. That would depend on the question
19 you're asking.

20 MR. PENDRITH: Counsel, did you want the
21 witness to look at any particular aspect of this
22 document?

23 MR. PAYNE: Are you taking him to any
24 particular aspect?

25 MR. PENDRITH: I was about to take him to

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1 the front page.

2 MR. PAYNE: Sure.

3 BY MR. PENDRITH:

4 194. Q. So this is the cover letter from
5 Pursuit. Do you see where it says, 'Management
6 is responsible for the accompanying financial
7 information, including the accuracy and
8 completeness of the underlying information used
9 to compile it and the selection of the basis of
10 accounting'? Do you see that?

11 A. I do see that.

12 195. Q. Other than yourself, who is
13 management?

14 A. My understanding would be that this
15 would be referencing SID, the SID entities, and
16 the information from the operations that they had
17 provided.

18 196. Q. The SID companies don't own
19 Interlude, correct?

20 A. Correct.

21 197. Q. You're the sole director and officer
22 of Interlude?

23 A. Outside of the conversation I
24 mentioned to you before on the partnership with
25 Robby, from a -- on paper standpoint, I am.

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1 198. Q. Robby has effectively a shareholding
2 interest in Interlude?

3 A. He does.

4 199. Q. But he's not a director or an
5 officer?

6 A. Not on -- truthfully, I don't know
7 overall the difference of a director and officer
8 and the legalities and classifications of what
9 each of those may be.

10 In signing up on corporations, I've seen a
11 president, a secretary, a treasurer, but my
12 understanding has been that those titles and
13 classifications don't really mean a whole lot.

14 200. Q. Is Robby effectively acting as
15 management of this company?

16 A. Yes.

17 201. Q. In what respect?

18 A. Robby is involved in the SID entities
19 and the SID entities would oversee the management
20 of the tenants, property management or the
21 management of organizing contractors, renovating
22 properties, et cetera.

23 202. Q. Okay. Does Interlude do things like
24 have board meetings?

25 A. I think the definition of a board

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1 meeting is vague. Robby and I have definitely
2 had meetings over the years on what our goals
3 were, what our businesses were, what our plans
4 were, what our intentions were.

5 203. Q. Does Interlude pass corporate
6 resolutions?

7 A. I don't know what those are. I've
8 heard of them but I don't know what they are.

9 204. Q. When did Interlude first file its
10 taxes?

11 A. I don't know.

12 205. Q. Do you have knowledge if it files its
13 taxes annually?

14 A. My understanding is that taxes have
15 been behind typical deadlines, but due to the
16 level of properties and the level of transactions
17 that go on, there's a lot of information to
18 digest and import. So I don't think that it's
19 ever simply been ignored, but I don't know if
20 it's -- I don't know when it first filed its
21 taxes, for instance, as you referenced.

22 206. Q. And do you know for any of the
23 applicants, if they filed their taxes prior to
24 2023?

25 A. Taxes would be required for a

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DYLAN SUITOR - 78

1 refinance most of the time most likely. I don't
2 believe that any of the applicant companies -- to
3 the best of my knowledge, the applicant companies
4 are still operating on private debt, is my
5 understanding. So I don't know if that would
6 have been timing or priority on corporations that
7 had annual reporting to banks, for instance.

8 MR. PENDRITH: So, counsel, I'm going to
9 make a request for information concerning tax
10 filings prior to those that were made in 2023 or
11 2024 for the purposes of moving into CCAA. If
12 there are any filings for the applicants for
13 prior years, we would ask for those, please.

14 MR. PAYNE: Does KSV already have that
15 information?

16 MR. SIERADZKI: No, not a full set.

17 REQ MR. PAYNE: Okay. I have your request.

18 MR. PENDRITH: Thank you.

19 BY MR. PENDRITH:

20 207. Q. Do you have any reason to believe
21 that these numbers are inaccurate that are
22 reflected in the Interlude statement of earnings,
23 loss and retained earnings deficit?

24 A. I don't have any reason to believe it
25 outside of what I mentioned to you before, which

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1 you referenced as a general ledger. That's the
2 best of my knowledge.

3 208. Q. Okay. The due to/from Robby Clark
4 that you referenced, is that the general ledger
5 information that you're referring to or are you
6 referring to something on the balance sheet?

7 MR. PAYNE: He was referring to due
8 to/from Dylan Sutor, not Robby Clark, when he
9 was referring to that, and it related to the
10 general ledger, not the balance sheet.

11 MR. PENDRITH: Thank you.

12 BY MR. PENDRITH:

13 209. Q. So going back to the statement of
14 earnings --

15 MR. PAYNE: Correct?

16 THE DEPONENT: Correct.

17 MR. PAYNE: Sorry, just to have it from --

18 MR. PENDRITH: No, I appreciate that.

19 BY MR. PENDRITH:

20 210. Q. Going back to the statement of
21 earnings, you can see in 2021, you see the line:
22 Loss before other item, negative \$343,000?

23 A. I see that, yes.

24 211. Q. Is it your understanding that
25 Interlude was not profitable in 2021?

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1 A. From what I'm seeing right now, I
2 don't understand all of the workings of tax
3 filings, full transparency. However, as it's a
4 holding company and a lot of the properties in
5 Interlude were being renovated, so they would
6 most likely be negative cash flow when they're
7 being renovated until they refinance or until
8 they have tenants. That was the nature of the
9 business. So it's very likely, very possible
10 that it had a loss in 2021.

11 212. Q. Okay. And similarly, there was a
12 loss in 2022, the loss before other item, and I'm
13 going to take you to the other item, but I want
14 you to concentrate on this line here. It's a
15 loss before other item, a negative \$1.3 million,
16 approximately. Do you see that?

17 A. I do see that.

18 213. Q. And then the thing that brings this
19 back into positive is gain on sale of equipment
20 and leasehold improvements of 2.8, almost
21 \$2.9 million in 2022. Is that the proceeds of
22 the Core sale?

23 A. That would be my guess. I can't
24 speak specifically to this; however, with the
25 Core sale happening in 2022, I believe, that

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1 could make sense.

2 214. Q. Is there anything, other than
3 proceeds of sale of property, that could lead to
4 a gain on sale of equipment and leasehold
5 improvements that's categorized here? I'm just
6 trying to think what other thing this could
7 possibly be.

8 A. I don't know.

9 MR. PENDRITH: Could you make inquiries
10 and advise of the roughly \$2.9 million of profits
11 from the Core sale and if it's something other
12 than that, could you provide details of what it
13 is?

14 REQ MR. PAYNE: I have your request.

15 MR. PENDRITH: Thank you.

16 BY MR. PENDRITH:

17 215. Q. So on the assumption that this is the
18 proceeds of the sale of different properties,
19 isn't it pretty clear that this business was not
20 profitable either in 2021 or 2022?

21 A. You just referenced what could
22 potentially or hypothetically be profits from the
23 Core sale.

24 216. Q. Yes. So I'm saying other than that,
25 because it looks to me, and this is just me

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1 reading this document, but it looks to me like
2 your revenue was not enough to cover your
3 expenses in either year.

4 A. The entire premise of acquiring
5 undervalued assets and improving those assets was
6 to use higher interest debt on the acquisition of
7 them to bring them to improved assets, to then
8 refinance them at lower interest debt, at which
9 point in time hypothetically they would be cash
10 flow positive and be profitable.

11 217. Q. That's the plan?

12 A. Correct.

13 218. Q. That plan wasn't working, though?

14 MR. PAYNE: At what time?

15 BY MR. PENDRITH:

16 219. Q. Well, was it working at any point in
17 time? Was it working in 2021 or 2022 or 2023?

18 A. Specific -- yeah. I mean, yes,
19 properties buying an undervalue with debt,
20 renovated them, refinancing them.

21 The biggest challenge with this, the
22 applicants, is the financing structure of which
23 single family aggregation in Canada exists or
24 lack thereof.

25 You referenced an apartment building

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1 earlier. They have totally different financing
2 structures through CMHC and whatnot, and that's a
3 very -- those -- that financing for multifamily
4 in large form is readily available. Finance
5 solutions within the smaller space on large
6 aggregate, aggregations of family homes, has
7 always been a challenge on where that's going to
8 be, which is what led to the Core sale.

9 220. Q. By the time the Core sale happened,
10 you knew that this model wasn't working for
11 residential real estate?

12 A. We had other refinance options
13 available prior to Core, the Core sale. Right in
14 the time where the Core LOI came forward, there
15 was also LOIs for refinancing at lower interest
16 rates through Bank of Montreal, CMBS, as well as
17 Scotiabank and possibly others.

18 221. Q. What was the amount of the value of
19 the properties that the big banks were willing to
20 loan? It was up to 80 percent, not a hundred
21 percent?

22 A. The CMBS structure was different and
23 then the Scotiabank structure was different.

24 The Scotiabank structure was under Wealth
25 Solutions, which encompassed real estate, as well

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1 as stocks, slash, equities and life insurance as
2 the three kind of verticals of the Scotia Wealth
3 program. The loan to value from Scotiabank was
4 always a confusing one for me. I never fully
5 understood it, but there was an LOI that came
6 forward to say we will refinance you and work
7 towards a wealth strategy, if that makes sense.

8 222. Q. Okay. And I think I've asked for
9 LOIs before. If not, I would like to see the
10 LOIs that were provided by Scotia and whatever
11 other entity. Was it BMO, you said?

12 A. Bank of Montreal CMBS. Robby was
13 more involved in that one. It was one of my
14 contacts at Scotiabank that I'm checking out for
15 you.

16 MR. PAYNE: I believe you're right. I
17 think you already have asked for this.

18 BY MR. PENDRITH:

19 223. Q. All of these LOIs were before the
20 Core sale?

21 A. No. Off the top of my head, I know
22 of at least one LOI that came post-Core sale.

23 224. Q. Which one was that?

24 A. That was with a different firm. It
25 wasn't Scotiabank or Bank of Montreal.

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1 Scotiabank, my rep at Scotiabank or our rep at
2 Scotiabank, when we told him about the Core sale,
3 he said absolutely go through with the Core sale
4 and then we will pick it up on the completion
5 with whatever is left, and we did and there was
6 never a formal LOI after the Core sale that I can
7 produce, to the best of my knowledge, but there
8 was a number of -- there was definitely
9 communications referencing the specifics of the
10 LOI from pre-Core saying that within those
11 parameters, a move-forward is still on the table
12 up until a point in time where I actually
13 requested a meeting with the private banker's
14 boss to say I need, like, I need an answer.

15 225. Q. When did you request that meeting?

16 A. If the Core sale was in Mayish of
17 2020...

18 MR. PAYNE: Sorry, 2022?

19 THE DEPONENT: Sorry, 2022, yes. Thank
20 you for correcting me.

21 We immediately started discussions back
22 with Scotiabank with the properties that Core
23 hadn't closed on. There was a number of reasons
24 why they didn't close on some.

25 For instance, the Core, one of their items

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1 was that they had to see every single unit, and
2 knowing that those were the COVID times, if a
3 tenant said, No, I have COVID, there wasn't a
4 whole lot of ability to get through that unit,
5 and if inspectors from Core were going up to a
6 specific city, they were going up for a day or
7 two or three to look at all those units, and if
8 they couldn't get access to a unit for whatever
9 reason, that property would be taken out of the
10 Core closing.

11 So those properties, amongst other
12 properties that were completed, being renovated,
13 were in discussions with Scotiabank, and the
14 conversations started fairly quickly after the
15 Core close on what the refinance was going to
16 look like.

17 At the same time, I know that Robby was
18 having conversations with [Name]. I don't know
19 exactly all the details, but [Name] from Core
20 Developments had proposed some potential
21 production partnership for Core.

22 That's to the extent that I knew what that
23 was, but there was multiple verticals that were
24 being looked at, and I remember a conversation at
25 one point in time after the Core sale where Robby

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1 said that Core wanted to buy everything off of
2 us, everything within the Robby ecosystem, and
3 then ongoing future partnership, whatever that
4 would look like.

5 Getting back to the Scotiabank request for
6 speaking to his boss, it was months post the Core
7 sale, after continuous follow-ups to see, like,
8 what is the timeline. Multiple timelines were
9 represented. Multiple documents were requested.
10 Those were submitted, and I eventually said
11 enough is enough.

12 Interest rates were on the rise and it
13 felt like the bank and the institutional market
14 had kind of taken a step back, a bit of a pause
15 as interest rates were on the rise, was the feel
16 that I was getting, to see when they would stop
17 or when they would slow or where we would
18 stabilize. Yeah.

19 BY MR. PENDRITH:

20 226. Q. Okay. Who was responsible for
21 liaising with the banks? Was it you and Robby?

22 A. With Scotiabank, the private banker
23 that I knew of was [Name]. There was
24 another gentleman introduced to me through
25 another contact I have. I think his name is

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1 Adam. I can't remember his last name but he's
2 also -- does a similar job to Dan.

3 I was in contact with Dan but Dan was more
4 of the vision. The actual document collection
5 was up to kind of his team, whoever that would
6 have been, along with the SID team and likely the
7 Pursuit team.

8 227. Q. Could you provide the documents to us
9 that you provided to the bank?

10 REQ MR. PAYNE: I have your request.

11 MR. PENDRITH: Thank you.

12 BY MR. PENDRITH:

13 228. Q. I presume there was some diligence
14 materials that would have been sent to the bank
15 explaining what the applicant's business was,
16 numbers and properties, how much income they had,
17 all of that stuff?

18 A. Broadly, yes. Specifically, I can't
19 reference, but broadly, there was some requests
20 that came from the bank for due diligence.

21 229. Q. Okay. So that's what I'm looking
22 for.

23 Once the Core sale happened, did you have
24 an understanding that in order to pay off the
25 lenders, you would need to sell properties or

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1 refinance? It wasn't just going to happen
2 through running the business and paying it off
3 with rental income?

4 A. There was a -- I can't reference the
5 specifics of it, but I also recall Claire being
6 involved in some conversations around with
7 interest rates going the way they were, debt
8 service was a bit more of a challenge, and there
9 would be a conversation at some point that
10 certain debt could roll into an equity position
11 or a preferred position based on whatever the
12 institution or senior debt was.

13 If it wasn't enough to buy out on a
14 refinance, my understanding was always that if
15 there was a sale, a Core sale hypothetically,
16 that there would be enough to pay off the debts
17 to lenders.

18 230. Q. I'm trying to understand if it became
19 clear to you at any point in time that you needed
20 to either sell or do a big refinancing, failing
21 which what happened in 2021 and 2022, for
22 example, was going to keep happening, which is
23 that you continue losing money year over year.

24 A. The model was built on acquiring
25 properties with the intention to improve them,

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1 mostly vacant, a preference to vacant properties,
2 as tenant management can be challenging and
3 underpaying tenants not paying tenants can be a
4 bigger problem in the industry.

5 So there were smaller refinances and there
6 was always refinance conversations. The first
7 big sale conversation came up with Core, but the
8 vision and the intention was to refinance the
9 properties, to repay the higher interest loans,
10 as I mentioned, with institutional loans and then
11 have cash flow properties.

12 231. Q. And so when you had that conversation
13 that you referenced with the exec at Scotiabank,
14 did it become clear to you that refinancing
15 wasn't on the table?

16 A. I don't think that's an accurate
17 statement.

18 232. Q. Did you at any point become clear
19 that refinancing was not on the table?

20 MR. PAYNE: I think what he told you is
21 that he felt that the institutional market was
22 taking a step back.

23 MR. PENDRITH: I heard that and I'm asking
24 a separate question.

25 BY MR. PENDRITH:

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1 233. Q. Did it become clear to you at any
2 point that refinancing was not on the table? Was
3 that something that wasn't going to be available?

4 A. I still believe that refinancing is
5 an option.

6 234. Q. Why do you believe that?

7 A. Because there are debt institutions
8 that look at this type of portfolio and that's
9 their model, is to lend on this type of portfolio
10 or real estate in general, and that's where they
11 get their spread.

12 235. Q. Don't you need to have assets that
13 are worth more than the liabilities for that to
14 occur?

15 A. What's to say that the assets aren't
16 worth more than the liabilities?

17 236. Q. I mean, your balance sheet says that.
18 You've got \$40 million in assets here,
19 apparently, and basically the same here. The
20 only reason you've got any retained earnings is
21 because of the sale. So you don't have excess
22 assets over liabilities.

23 So you've got mortgage loans of
24 \$41 million and you have assets of \$40 million,
25 forty and a half. So according to your own

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1 financial statements, you don't have assets in
2 excess. So I'm trying to understand how it was
3 going to work.

4 A. As mentioned, Interlude Inc. is
5 exactly that, Interlude Inc. The intention of
6 that corporation, getting back to the 40 units or
7 whatever, that was a change in direction.
8 Interlude was the entity that I was a director
9 and officer of that was acquiring undervalued
10 assets, and then once refinanced, they would be
11 refinanced to a different corporation still
12 within my control.

13 So I'm sure if there was other balance
14 sheets or other tax filings, there would have
15 been surplus asset value that shows that
16 refinance is an option.

17 237. Q. Sorry, where was the surplus value
18 going to come from?

19 A. As assets go up in value. Renovating
20 -- we buy them low, improve them and then
21 refinance them higher. So when purchased, they
22 were purchased at 100 percent loan to value with
23 the intention of adding the value.

24 From a really simple analogy, if you
25 purchase it for 300,000 and you put a hundred

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1 thousand into it, your total cost is 400,000 with
2 the expectation that the value is 500,000, and
3 the expectation that the rental income generated
4 from that 500,000-dollar asset would be enough to
5 service the costs associated to that asset.

6 238. Q. What was the cost of borrowing at the
7 end of 2022? It was about 8, 9, 10 percent on
8 the first mortgages, sort of in that range?

9 A. Eight plus a lender fee or nine plus
10 a lender fee for the most part for first
11 mortgages.

12 239. Q. And then you had second mortgages as
13 well at a higher interest rate?

14 A. Yeah. I don't know the exact
15 interest rates of the second mortgages.

16 240. Q. Okay. And then there was promissory
17 notes, and those were a few percentage points
18 higher as well?

19 A. The promissory notes, there was a
20 couple of different promissory notes that would
21 make up the situation.

22 If I use a hundred-thousand-dollar
23 acquisition, for instance, Windrose would go
24 wherever they went to talk to, whoever they
25 talked to, to say, we have a borrower. They're

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DYLAN SUITOR - 94

1 looking to acquire this hundred-thousand-dollar
2 asset. Do you want to lend on it? Couple of
3 options you can lend on it are a first mortgage
4 or a promissory note, and let's just say that a
5 person would say, okay, I'll do -- I have \$85,000
6 in my RSP with Olympia that I would like to place
7 as a first mortgage. My understanding from
8 Claire was that she would get that person to
9 place the 85,000 at, let's call it eight two,
10 eight two. The difference of the 85,000 to the
11 hundred thousand is 15. Claire would lend that
12 as a promissory note at the same interest rate as
13 the first mortgage. So she would lend that
14 promissory note of \$15,000 at eight two.

15 Then she would give a closing costs
16 promissory note, which would be legal fees, land
17 transfer tax. Whatever costs are associated to
18 closing that property would be at 17 percent as a
19 promissory note, and then there would be another
20 promissory note.

21 The intention from her, the goal was
22 that -- let's say it was a 50,000-dollar
23 renovation budget on the property, she would give
24 another 50,000-dollar promissory note to do the
25 renovations.

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DYLAN SUITOR - 95

1 241. Q. Okay. You said the promissory notes
2 or suggested, I think, that they came from Claire
3 in the sense that Claire was the lender or Claire
4 was the broker or sometimes either.

5 A. Sometimes either. There was a number
6 of times where Claire would say, I'm your biggest
7 lender, whether to me directly or to the
8 ecosystem on our Monday calls.

9 Although I don't -- since the CCAA, I'm
10 understanding a little bit more about behind the
11 scenes in her business, trying to, at least, but
12 I didn't -- my job was not to go and raise
13 capital. My job was to acquire undervalued
14 assets and increase the value of them. So how
15 she raised her capital is...

16 242. Q. So when you're using this model where
17 you have a hundred percent or more than a hundred
18 percent leverage because you're borrowing
19 effectively on future anticipated value, if
20 you're in a declining real estate market, that
21 doesn't work so well, does it?

22 A. We didn't control interest rate
23 changes. That was --

24 243. Q. I totally accept that.

25 A. So I mean, interest rate changes

May 6, 2024

DYLAN SUITOR - 96

1 would likely cause a market to decline. We do
2 have appraisals that stated that the holdings is
3 substantially more than the debt on them.

4 So especially an interest rate increase as
5 fast as it happened, I can't state the exact time
6 where we stopped acquiring, but it wasn't
7 three months ago. There's probably some
8 similarities if you look at when we stopped
9 acquiring assets and the raising interest rates.

10 244. Q. So do you know when the first
11 interest rate raise was? Do you recall?

12 A. I believe it was the beginning of
13 2022.

14 245. Q. I think it was March, I believe, but
15 it was in and around there. If it wasn't March,
16 it was close to.

17 At that point you were aware that the Bank
18 of Canada and the Fed were in a tightening cycle?

19 A. I mean, they said there won't be any
20 interest rate increases in at one point in time
21 in all of 2022 and then shortly thereafter, they
22 changed that.

23 So I think perception versus reality, it's
24 easy to look back and say would you have done
25 things differently if you knew that interest

May 6, 2024

DYLAN SUITOR - 97

1 rates were going to increase the way they did.

2 246. Q. We actually knew they were raising as
3 of the point in time that the interest rates
4 increased. So whether it was March or February,
5 in early 2022, you understood that the rates were
6 rising?

7 A. About interest rate increase, yes.
8 How much, that's outside of my control or...

9 247. Q. And as a realtor, you do have an
10 understanding that when rates rise, property
11 values tend to fall?

12 A. Temporarily or within reason. It's
13 not an exact, to my understanding.

14 248. Q. And I'm trying to understand
15 mathematically how it would be possible to carry
16 any of these properties, because according to Mr.
17 Clark's affidavit, Interlude has about
18 \$23 million in first mortgages and it's got about
19 one two seconds, and it's got \$29 million in
20 promissory notes, it's about 53, almost \$54
21 million.

22 How was this business ever going to cover
23 that? Forget at 10 percent. Even at 5 percent,
24 I'm trying to understand how it's possible given
25 you've got revenue of \$1.1 million.

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DYLAN SUITOR - 98

1 A. If you reference the LOIs that you're
2 speaking to, there are projections there that
3 justify debt service.

4 There was also -- as I referenced, the
5 Core sale had a big involvement in this. The
6 initial LOI from Core was north of a hundred
7 million dollars. The actual closing of Core was
8 less than a hundred million dollars.

9 249. Q. What was the actual Core?

10 A. I don't know the exact.

11 250. Q. You don't know?

12 A. I don't.

13 251. Q. Okay. What was it roughly?

14 A. Somewhere in the seventies or
15 eighties millions.

16 252. Q. Have you ever sold a number of
17 properties for -- in the tens of millions of
18 dollars or is this the only sale you've ever had
19 that's of that magnitude?

20 A. That is the only sale that I've ever
21 had that is in the tens of millions of dollars.

22 253. Q. I would just think you would know
23 that number. If you don't, I accept that.

24 A. It changed multiple times.

25 254. Q. You don't know where it landed?

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DYLAN SUITOR - 99

1 A. I don't know where it landed.
2 Twenty-four hours prior to close, they decreased
3 the price and it was months after they were
4 supposed to close, and we had essentially gone
5 all in on the sale because it was a sale. They
6 had done their due diligence. They were happy.
7 Everything was good, and again, it was not my
8 vertical to be involved in the day-to-day of how
9 that went through.

10 255. Q. We didn't talk about -- your personal
11 residence is at **Personal Residence Address** ?

12 A. It is.

13 256. Q. Do you own that piece of real estate?

14 A. I do.

15 257. Q. Were the applicants' funds ever used
16 to acquire the property?

17 A. To the best of my knowledge, no.

18 258. Q. What about to improve the property?

19 A. To the best of my knowledge, no.

20 259. Q. Did you have a swimming pool
21 installed in 2022 or 2023?

22 A. I did have a swimming pool installed.

23 260. Q. By Turtle Bay Pools and Leisure?

24 A. I did have a pool installed by Turtle
25 Bay.

May 6, 2024

DYLAN SUITOR - 100

1 261. Q. Okay. Did you direct that promissory
2 note proceeds be used to pay for your pool
3 installation by Turtle Bay Pools and Leisure?

4 MR. PAYNE: Do you have a specific
5 transaction you can direct us to?

6 MR. PENDRITH: The installation of the
7 pool.

8 THE DEPONENT: If you're asking if any --
9 if I ever asked any of the applicants to pay for
10 a pool install, no, I didn't.

11 BY MR. PENDRITH:

12 262. Q. Did you direct promissory note
13 proceeds to pay for the pool installation?

14 A. Can I see the transaction you're
15 referencing?

16 263. Q. No. I don't have the information
17 because I don't have your personal bank info and
18 I haven't seen the payment to the pool company,
19 but I have information that's been provided from
20 which I understand that a payment was made to
21 Turtle Bay Pools. So I want to know what you
22 know about it.

23 A. Turtle Bay Pools was paid. To the
24 best of my knowledge, none of the applicants'
25 promissory note money was used to pay Turtle Bay

May 6, 2024

DYLAN SUITOR - 101

1 Pools.

2 264. Q. Do you know where the funds came
3 from?

4 A. I paid personally out of my personal
5 account.

6 265. Q. Okay.

7 A. There was a number of payments over I
8 want to say almost a year and a half, from a
9 deposit to different injections or different
10 completion points. Where each of them came from,
11 I don't have at the top of my head.

12 MR. PENDRITH: I would like you to make
13 inquiries and advise whether any of the
14 applicants' funds were used to pay for Turtle Bay
15 Pools and to provide documentation related to
16 same.

17 MR. PAYNE: Are you going to show us the
18 basis upon which you believe that funds were
19 used?

20 MR. PENDRITH: No, I'm not going to show
21 you anything because I don't have anything to
22 show you. I have information.

23 MR. PAYNE: From what source?

24 MR. PENDRITH: It's from an undisclosed
25 source.

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DYLAN SUITOR - 102

1 REQ MR. PAYNE: Okay. I have your request.

2 BY MR. PENDRITH:

3 266. Q. Who is [Name]?

4 A. [Name] is a realtor. I met
5 her -- there was an event that was hosted. I
6 believe it was in Vaughan, and she came to that
7 event.

8 267. Q. Does she work with your real estate
9 brokerage or your firm?

10 A. She does not. She was a potential
11 recruit for one of the real estate brokerages
12 that was putting on the event.

13 268. Q. Do you have any shared business
14 dealings?

15 A. I believe that she's a promissory
16 note lender.

17 269. Q. Other than that?

18 A. To the best of my knowledge, I don't
19 have any other business dealings.

20 270. Q. Who is [Name]?

21 A. That is my chief of staff.

22 271. Q. Of what company?

23 A. I believe she is under Conduit Asset
24 Management right now.

25 272. Q. Who is [Name]?

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DYLAN SUITOR - 103

1 A. [Name] was her married name.

2 [Name] is her last name from birth.

3 273. Q. Can you explain any -- aside from her
4 being your chief of staff of Conduit, do you have
5 any interest in any businesses involving [Name]
6 [Name]?

7 A. [Name] is a -- she is involved in
8 my operating companies.

9 274. Q. Which ones?

10 A. Conduit. I believe she also is
11 involved in Grow and Regenerate, which are
12 property management and construction management.

13 275. Q. Where are those owned?

14 A. The Family Trust. I also believe
15 that she has some ownership. I don't know if it
16 is -- if she's a director or officer or
17 shareholder.

18 276. Q. You believe she has an ownership in
19 Grow and Regenerate?

20 A. I don't know for certain. Conduit is
21 the one that she's mainly involved in.

22 277. Q. Does she own part of Conduit?

23 A. She does own part of Conduit.

24 278. Q. Okay.

25 A. I believe she's 15 percent.

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DYLAN SUITOR - 104

1 279. Q. How did you begin working with
2 Name ?

3 A. A third party recruiting firm I
4 retained a number of years ago to help hire a
5 director of operations for Elevation Realty
6 Network and she was one of the applicants that we
7 decided to work with, and she brought a lot of
8 extra skill sets to the table, a lot of skill
9 sets with asset management, property management,
10 construction management, and that's where she got
11 involved in that from Elevation.

12 280. Q. She has an interest in Green Lily
13 Management Inc.?

14 A. That is her company, yes.

15 281. Q. What is your interest in it, if any?

16 A. I do not have one.

17 282. Q. Do you have a handshake deal with Name
18 Name regarding that company?

19 A. I do not.

20 283. Q. Does she have any interest in 1083
21 Main Street?

22 A. She does not.

23 284. Q. Does she have an interest in MT Deez
24 Inc.?

25 A. She does.

May 6, 2024

DYLAN SUITOR - 105

1 285. Q. What is her interest in that entity?

2 A. She's the owner of it.

3 286. Q. That business does effectively the
4 same business as the applicants?

5 A. To my knowledge, yes.

6 287. Q. Do you have any interest in that
7 entity?

8 A. I do not.

9 288. Q. And what about MTDS Investments Inc.?

10 A. Same answer.

11 289. Q. MTDS doesn't stand for [REDACTED] Name
12 [REDACTED] Name ?

13 A. It does not.

14 290. Q. That's just a coincidence?

15 A. It is.

16 291. Q. What does it stand for?

17 A. [REDACTED] Name and [REDACTED] Name are both mothers.
18 They both have young sons, and as comical as this
19 may sound, Deez Nuts is a thing that's going
20 around, and [REDACTED] Name was looking at opening the
21 corp, which I believe MT Deez was first, and her
22 and [REDACTED] Name had talked about it, and that's where
23 the MT Deez came from. She then acquired other
24 properties and needed a second corp quickly, and
25 MTDS is the short form of MT Deez.

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DYLAN SUITOR - 106

1 292. Q. Okay. The applicants transferred
2 certain properties to MT Deez Inc. and MTDS
3 Investments Inc.?

4 A. They sold them, yes.

5 293. Q. And I understand, from some answers
6 that were provided to us previously by way of
7 letter, that the purchase price of the properties
8 is different than the actual value at the time.
9 It was inflated to be a perceived post-renovation
10 value. Do I have that right?

11 MR. PAYNE: Well, we can leave aside the
12 word "inflated", but otherwise the question is
13 fine.

14 BY MR. PENDRITH:

15 294. Q. Well, we can't leave it. It was
16 inflated because it wasn't the actual state of
17 the property.

18 Tell me about the purchase price for the
19 entities or the properties that were sold to MT
20 Deez Inc. and MTDS Investments Inc., and I can
21 take you to the properties if it's helpful.

22 A. Sure.

23 295. Q. So I'm going to share a chart that
24 was provided by the applicant setting out certain
25 pre-filing sales.

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DYLAN SUITOR - 107

1 The first one I'm going to get you to
2 focus on is a property called [Address]
3 in Sudbury. Are you familiar with that property?

4 A. I am.

5 296. Q. That's one that's owned by Interlude.
6 So we're looking at a chart of pre-filing sales
7 that was provided by the applicant. Did you
8 review this chart at any point?

9 A. Yes, I did.

10 297. Q. You made sure it was accurate to the
11 best of your knowledge?

12 A. To the best of my knowledge.

13 298. Q. Okay.

14 MR. PAYNE: Sorry. Just to be clear, this
15 was provided confidentially by the applicant?

16 MR. PENDRITH: You tell me.

17 MR. PAYNE: Well, it's marked
18 Confidential, dash --

19 BY MR. PENDRITH:

20 299. Q. I see it says that, Confidential -
21 Pre-Filing Sales, and so this property was sold
22 to MTDS.

23 If you go to column W, do you see the sale
24 price listed here is \$325,000 and there was a
25 payment to Green Lily Management Inc., column Y,

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DYLAN SUITOR - 108

1 at \$75,000, and I have an understanding that
2 there's a reason for that and I would like you to
3 explain it to me.

4 A. Okay. Dating back to the
5 conversation we had around Claire saying you
6 should sell properties, vacant properties will
7 sell faster, easier. People can get in and out,
8 value them right away. So the intention of the
9 Green Lily payment was for MTDS to go into the
10 property prior to closing and start the
11 renovations.

12 300. Q. Okay.

13 A. The goal and intention was for the --
14 the hope was to maximize sale values for the
15 applicants and corporations involved and create a
16 win-win opportunity with whatever buyer there
17 was.

18 301. Q. So that doesn't explain the payment
19 to Green Lily. Can you explain why the payment
20 was made?

21 A. Because MTDS would get a contractor
22 quote and would do the work, and then on closing,
23 when the sale price was there, Green Lily would
24 bill afterwards for the work that was completed
25 on the property prior to.

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DYLAN SUITOR - 109

1 302. Q. Why would you build that into the
2 purchase price, though? The only thing that --
3 to me, all that seems to do is increase potential
4 tax. Why wouldn't you just sell it for \$250,000
5 and let Green Lily be paid by MTDS Investments
6 Inc.?

7 A. Because the property probably
8 wouldn't have been worth \$250,000 if it was sold
9 in its current situation.

10 303. Q. Well, you listed it for 329,
11 according to your chart. Why would you list it
12 for more than you perceived it to be worth?

13 A. When she was done the work, it would
14 be worth more than the 250.

15 304. Q. But you said you didn't think it was
16 worth 250. So I'm trying to understand why it
17 was listed at 329 if you didn't think it was
18 worth 250.

19 A. I don't have an answer for you.

20 305. Q. You took a real estate commission on
21 the sale, MTDS?

22 A. I did.

23 306. Q. The entity owned by your chief of
24 staff?

25 A. I did.

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DYLAN SUITOR - 110

1 307. Q. On both sides, seller and buyer?

2 A. Again, this was a -- I don't want to
3 use the word "standard", but it's a common
4 commission in the real estate industry,
5 5 percent, two and a half on each side, a buy and
6 a sell.

7 308. Q. But usually that's when you're
8 bringing something to the market and selling for
9 -- selling to an arm's length party. This is
10 your chief of staff you're selling to.

11 A. I charge my mom as well when I sell
12 her house as well. So I don't believe that it's
13 outside of a normal business practice.

14 309. Q. Okay. And you did this in respect of
15 the different properties that were sold to MTDS
16 or MT Deez; you charged a commission on both
17 sides?

18 A. Yes, for the most part.

19 MR. PENDRITH: Let's mark this as an
20 exhibit, please. We'll call it Pre-filing Sales.

21 MR. FOSTER: Confidentially.

22 MR. PAYNE: Yes, confidentially.

23 MR. PENDRITH: Confidential - Pre-filing
24 Sales.

25 MR. PAYNE: Marked as Confidential A?

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DYLAN SUITOR - 111

1 MR. FOSTER: Just to be clear, we're
2 saying it should be marked as a confidential
3 exhibit. I know you're clarifying the name as
4 confidential but --

5 MR. PENDRITH: Yes, I think we can list it
6 confidential. I don't want to have two
7 overlapping sets of exhibits.

8 MR. FOSTER: No, I'm not fussed about the
9 exhibit. What I'm saying is --

10 MR. PENDRITH: I'm happy to have it
11 notated as confidential.

12 MR. FOSTER: Yes.

13 MR. PENDRITH: I just don't want to have
14 Confidential A and Nonconfidential A.

15 MR. FOSTER: Yes, that's fine. Thank you.

16 EXHIBIT B: Confidential - Pre-filing
17 Sales.

18 BY MR. PENDRITH:

19 310. Q. Do you recall Interlude owning a
20 property at 403 Lloyd Street in Sudbury?

21 A. That could definitely be true. I
22 don't know for certain if Interlude is the
23 corporation that owns it but I do know about a
24 403 Lloyd which in Sudbury.

25 311. Q. I'm going to show you a document.

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DYLAN SUITOR - 112

1 This is a statutory declaration. I'll give you a
2 moment to read it, in the matter of title to Part
3 Lot 14.103 - 403 Lloyd Street, Sudbury.

4 A. I think I'm at six, maybe five on
5 this.

6 MR. JACKSON: Sorry, I'm going faster than
7 you. Go ahead.

8 THE DEPONENT: Okay.

9 BY MR. PENDRITH:

10 312. Q. Have you had a chance to read it?

11 A. Yes, I did read it.

12 313. Q. You signed it at the bottom? That's
13 your signature?

14 A. Yes.

15 314. Q. Do you recall why you signed this
16 document?

17 A. I don't.

18 315. Q. Do you recall signing it at all?

19 A. I don't specifically recall signing
20 this document.

21 316. Q. Okay. Do you see paragraph 17, the
22 2021 taxes and previous years' taxes have been
23 paid in full; the current year's taxes are paid
24 up to date?

25 A. I see that.

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DYLAN SUITOR - 113

1 317. Q. Do you have any idea if that was
2 true?

3 A. I don't. To the best of any
4 knowledge, yes.

5 318. Q. Sitting here today, do you believe it
6 was true?

7 A. I have no reason to believe that it
8 wouldn't be true. Knowing that, going into CCAA,
9 cash flow was tight and property taxes were past
10 due, that would be the only thing that would lead
11 me to believe that it may not be, but I wouldn't
12 have -- I don't know when this was signed and
13 when this was...

14 319. Q. It was signed on September the 7th,
15 it looks like, 2022. At that point in time,
16 would you have known about the status of
17 Interlude's taxes?

18 A. I would not.

19 320. Q. Okay. Do you see paragraph 19?
20 There will be no secondary
21 mortgages/charges registered against the
22 subject property.

23 A. I see that in the document.

24 321. Q. And are you aware if you registered a
25 second mortgage against this property?

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DYLAN SUITOR - 114

1 A. I am not aware.

2 MR. PENDRITH: I'm going to mark this as
3 the next exhibit, if we could. It's a statutory
4 declaration signed by Dylan Sutor dated
5 September 7, 2022, as the next lettered exhibit,
6 please.

7 EXHIBIT C: Statutory declaration signed
8 by Dylan Sutor dated September 7, 2022.

9 BY MR. PENDRITH:

10 322. Q. Do you see there's -- on the 17th day
11 of February there's a Lift Capital charge of
12 \$515,000 registered?

13 A. I see that.

14 323. Q. Do you know why that the charge was
15 registered in light of the covenant that -- well,
16 statement in the statutory declaration that there
17 would be no second mortgages?

18 A. I do not know.

19 324. Q. Are you aware that Ms. Butt signed
20 similar statutory declarations regarding
21 properties?

22 A. I do not know what Ms. Butt signed.

23 325. Q. Did you obtain permission from the
24 original lender to register the second mortgage?

25 A. I don't know exactly the procedure

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DYLAN SUITOR - 115

1 that was taken, although I'm familiar with the
2 idea that the SID team would gather information
3 from Windrose. Where it went from there, I don't
4 know.

5 326. Q. Okay. So no knowledge of asking
6 permission to register a second mortgage on
7 title?

8 A. I didn't have any direct
9 communication with the lenders. Everything went
10 through Windrose.

11 So as much as any of the communication
12 would have stopped somewhere or gotten somewhere,
13 I can't speak to.

14 327. Q. Are you familiar with the common form
15 of promissory note which Lion's Share tends to
16 use?

17 A. I'm aware that there is a promissory
18 note document. I would make an assumption that
19 they are a template for the most part.

20 328. Q. Are you aware that there's language
21 in the promissory notes that says if you don't
22 pay by a certain date, then the promissory note
23 can be registered against title to the property
24 and all properties of the borrower? Do you have
25 recollection of that term?

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DYLAN SUITOR - 116

1 MR. PAYNE: Can you just bring up an
2 example?

3 MR. PENDRITH: Sure, we can do that. Why
4 don't we -- let's first mark as the next lettered
5 exhibit the parcel register, please, for 403
6 Lloyd Street in Sudbury.

7 EXHIBIT D: Parcel register for 403 Lloyd
8 Street, Sudbury.

9 BY MR. PENDRITH:

10 329. Q. So why don't we use the promissory
11 note in the application record that appears at
12 page 391? This is one where Interlude is the
13 borrower, Lion's Share Group is the lender, and
14 the clause that I'm talking about, it appears at
15 the top of page 392 in section 8. It says:

16 This Note is secured by the Lender's right
17 to register this Note on title on all or
18 any properties held by the Borrowers and
19 Guarantors as security...

20 And it defines the security.

21 ...if not paid in full by 6:00 p.m. on
22 September 1s, 2024.

23 And there's some specificity about the
24 particular property.

25 My understanding, based on a review of the

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DYLAN SUITOR - 117

1 promissory notes in the application record, is
2 that they all kind of contain the same or very
3 similar term and I wanted to know if you were
4 aware of that term.

5 A. I know there was a change at some
6 point more recently that Claire made. What
7 exactly that change was or the reason for it, I'm
8 up aware of. I am also not familiar with the
9 legality or exactly what any of this directly
10 means, so...

11 330. Q. As a realtor, do you know about
12 things like clean title to a property?

13 A. My understanding is that if there's
14 an open work order on a property, that that could
15 hold up a closing because it's an encumbrance of
16 some capacity.

17 331. Q. You know at a basic level it's
18 possible to register things against title to a
19 property? You have an understanding of that?

20 A. I understand lawyers can register
21 stuff on stuff.

22 332. Q. And that commonly your work include
23 the mortgages, right? That's the main thing you
24 probably deal with as a realtor, to get
25 registered on property?

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DYLAN SUITOR - 118

1 A. Yes. It's also true to say that when
2 we were informed about promissory notes or at
3 least our understanding of them was the reason
4 that they were put on as promissory notes is
5 because they saved the costs associated to
6 registering.

7 333. Q. Okay. Was there an intention on the
8 applicant's behalf to allow the borrowers or,
9 sorry, allow the lenders, my apologies, to
10 register their promissory note on title in order
11 to create a security interest?

12 MR. PAYNE: Can you ask that question
13 again, please?

14 MR. PENDRITH: I'm trying to understand if
15 there was an intention on behalf of the
16 applicants to allow the lenders to register notes
17 on title in certain situations in order to create
18 a security interest.

19 MR. PAYNE: I don't think it's a question
20 of the applicant's intention. You can ask him
21 whether he understood this to be secured or
22 unsecured debt.

23 BY MR. PENDRITH:

24 334. Q. But I'm trying to ask what the
25 purpose -- because there's an ability to register

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DYLAN SUITOR - 119

1 it on title. Why was that given?

2 A. I did not read word by word every
3 document that was signed or fully understand
4 every document that we signed. My understanding,
5 as presented to me at the beginning, was the
6 purpose of a prom note was that it was unsecured
7 and avoided the added cost of registering a debt
8 on to a property or a corporation.

9 335. Q. So you understood that this was
10 unsecured. Is that what I'm hearing?

11 A. That was how it was explained to me,
12 correct.

13 336. Q. And how did you reconcile that in
14 your mind, if you did at all, with the right to
15 register the note against properties as security?

16 A. That wasn't where my mind went.
17 Again, my understanding was the purpose of the
18 prom note was to save the cost associated to
19 registering it on a property or a corporation.

20 337. Q. Going back, and I don't think we need
21 to pull it up, but going back to the statutory
22 declaration that you signed, wasn't it a foregone
23 conclusion that based on the number of promissory
24 notes, that there's going to be further
25 encumbrances of the properties?

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1 I mean, you've got hundreds of promissory
2 notes which seem to all contain a clause giving
3 the lender the ability to register them on title,
4 to not just title to the property they're lending
5 against, but all of the properties of the
6 borrower.

7 I'm just trying to understand. You didn't
8 view it as a foregone conclusion that promissory
9 notes would be registered on title?

10 MR. PAYNE: Sorry, I got distracted with
11 Mr. Foster partway through that question. Can
12 you start again from the top, please?

13 BY MR. PENDRITH:

14 338. Q. Did you understand it was a foregone
15 conclusion that promissory notes would be
16 registered on title?

17 MR. PAYNE: At what time? At what time
18 did he understand and at what time was it a
19 foregone conclusion?

20 BY MR. PENDRITH:

21 339. Q. Did you have an understanding of that
22 in 2022?

23 A. The intention of the promissory notes
24 was to renovate the properties and then refinance
25 or sell them and repay the debt associated. That

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DYLAN SUITOR - 121

1 was my understanding of it. That was the end of
2 really where I went and thought and dug into it.

3 340. Q. Did you know how much Interlude was
4 borrowing in the form of loans secured by
5 promissory notes? Did you have any understanding
6 of the numbers?

7 MR. PAYNE: So just loans tied to
8 promissory notes?

9 MR. PENDRITH: Correct.

10 THE DEPONENT: I know that it's been a
11 conversation through the CCAA that we haven't
12 been able to get clarity on, what that exact
13 indebtedness or number is.

14 BY MR. PENDRITH:

15 341. Q. What is the impediment to determining
16 what the number is?

17 A. When I have a loan with a bank, the
18 bank will keep its records, wherever that is, and
19 on a payout or on an annual statement, I will get
20 an update of what that is. We can cross-
21 reference it with our records and see what that
22 number is.

23 I don't -- that practice is more ambiguous
24 with the promissory note debt, and since it's not
25 registered on title, if there was ever a title

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1 search pulled, we wouldn't be able to get that
2 number of what it exactly would be, if that makes
3 sense.

4 342. Q. Is that how you planned to go about
5 determining what the extent of the promissory
6 note lending was, was by doing title searches?

7 A. No. My understanding was that on
8 repayment, we would have a payout statement,
9 whether that be through a resale or refinance,
10 and I would trust that the promissory note
11 lenders and the broker that was responsible for
12 placing those would have those records.

13 MR. PENDRITH: It's almost one o'clock.
14 Why don't we go off and take a lunch?

15 MR. PAYNE: Okay. Thank you.

16 --- Lunch break commencing 12:57 p.m.

17 --- Upon resuming 1:50 p.m.

18 BY MR. PENDRITH:

19 343. Q. Can you tell me what due diligence
20 screening or other prequalification information
21 and documents were provided to Claire Drage in
22 order to help obtain financing?

23 A. At the very beginning of my
24 relationship, my business partnership with
25 Claire, I believe there was some sort of, like,

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1 intake form.

2 344. Q. When was that? When was the
3 beginning of the relationship?

4 A. I think the first loan that she
5 placed was in 2018, if I remember correctly.

6 345. Q. Okay. Did you update that
7 information and provide it since 2018?

8 A. There would have probably been
9 questions asked. Any property-related questions
10 probably went through SID. So someone on
11 Windrose would reach out to someone at SID asking
12 for documents. Windrose would ask from time to
13 time what my real estate commissions would be,
14 for instance. Like, they would have asked me for
15 that; however, a property specific update from
16 one of the applicants would have been directed
17 towards SID.

18 346. Q. Who at SID?

19 A. I don't know all of the inner
20 workings of the SID structure. I think for the
21 most part they would have probably gone to the
22 admin side. When I say, "admin", top of mind
23 would be either [Name] or [Name], maybe [Name].

24 347. Q. Did SID have information on your
25 portfolio of properties?

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1 A. The properties that were in, like,
2 applicant properties?

3 348. Q. Yes.

4 A. Yes.

5 MR. PENDRITH: This is a request directed
6 at SID, to produce whatever SID has that was
7 provided to Claire Drage or Windrose or Lion's
8 Share setting out what the properties of the
9 applicants were and any other due diligence-type
10 materials that may have been provided to inform
11 lenders what they were getting into.

12 REQ MR. PAYNE: I think that's covered by a
13 number of other requests, but to the extent it
14 isn't, I now have your request.

15 MR. PENDRITH: Thank you.

16 BY MR. PENDRITH:

17 349. Q. Tell me how appraisals worked. Were
18 you involved in obtaining appraisals?

19 A. I was not involved in specific
20 appraisal gathering. SID had requested, asked if
21 I had any contacts for appraisal companies, and I
22 know when we were looking at some of the larger
23 refinances, appraisals were done on a commercial
24 basis or an income approach, which are more of a
25 commercial tenancy and they operate a little

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1 different than residential financing.

2 350. Q. Okay.

3 A. And I connected them to a couple of
4 different appraisers that I worked with from my
5 sales side from, like, a multifamily approach,
6 and I'm not sure the timing or how the request
7 was handled, although there was a comment from
8 Windrose at one point that stated that Windrose
9 could order them through a system they have. I
10 don't know the system's name or how it operates,
11 but I think it would be more of like a mortgage
12 broker service or channel that they go through.

13 351. Q. Which were the companies that you had
14 suggested the applicants use or put the
15 applicants in touch with?

16 A. [Name] at Colliers would have
17 been on a short list that I had worked with in
18 the past. There was a company. I can't remember
19 if it's Newark or Newmark Appraisals. There may
20 have been one or two others that I had
21 recommended to them that I'm not remembering at
22 this moment.

23 352. Q. Did you ever have situations where
24 you got an appraisal back and were dissatisfied
25 with the number and went and obtained either a

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1 subsequent appraisal or went back to the
2 appraiser and said, can you increase the number?

3 A. I personally wasn't involved in that.

4 353. Q. What about others within the
5 applicant and SID infrastructure?

6 A. Again, I don't know.

7 354. Q. Are you familiar with Shields
8 Appraisals?

9 A. Not off the top of my head.

10 355. Q. I understand they're an appraisal
11 company in Sault St. Marie. Does that assist?

12 A. No, I don't.

13 356. Q. Did you ever obtain appraisals that
14 ended up not being used because the numbers in
15 them were too low?

16 MR. PAYNE: Sorry, I think he's told you
17 he wasn't involved in obtaining appraisals. Your
18 question is premised on the fact that he was
19 involved in obtaining appraisals.

20 BY MR. PENDRITH:

21 357. Q. Well, did the applicants ever obtain
22 appraisals? Maybe not you personally, but did
23 the applicants ever obtain appraisals that they
24 did not use because the numbers in them were too
25 low?

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1 A. Not to my knowledge.

2 MR. PENDRITH: Would you produce the
3 appraisals that exist for the applicants'
4 properties for 2021 and onwards, please?

5 REQ MR. PAYNE: I have your request. I think
6 that's again subsumed in a past request, but to
7 the extent it isn't, I have it now.

8 MR. PENDRITH: Thank you.

9 BY MR. PENDRITH:

10 358. Q. I'm going to show you a document.
11 This is a document that the applicants provided
12 called an owner statement, Owner = Interlude Inc.
13 (All properties). It's dated January 2024.

14 Are you familiar with these types of
15 statements?

16 A. I have seen a couple over the years,
17 a few. So I guess I'm familiar with the concept
18 of one, but I didn't have any regular updates or
19 reporting from them.

20 359. Q. Okay. Are you aware that they were
21 produced on a monthly basis?

22 A. No, I don't know. I don't know when
23 they were produced or how often they were
24 produced.

25 360. Q. What were the circumstances in which

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1 you would have seen these types of documents?

2 A. Since being in the CCAA, I've
3 requested one in particular for a lender, and
4 that was where I saw it. There was an update. A
5 few years ago they had -- they were working on
6 some sort of owner's update. I can't remember
7 what it looks like or what information was
8 contained in it, but it would have been different
9 than this. That's the best of my knowledge.

10 361. Q. Is it your understanding that this
11 chart shows the rental income from the various
12 properties owned by Interlude? That's my
13 understanding. It's a total of \$161,000 received
14 in the Total Lease row.

15 A. Again, I can't speak to exactly what
16 this is or what the purpose of it would be for.
17 Other than reading it, it's an owner statement
18 and that there's names and addresses, some of
19 which I recognize, 403 Lloyd, for instance.

20 362. Q. Do you agree that these are all
21 properties owned by Interlude looking at column
22 A?

23 A. To the best of my knowledge.

24 363. Q. And to your knowledge, are these the
25 tenants in the Person/Description Rent -

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1 Residential?

2 A. I don't know.

3 364. Q. You have no idea who the tenants are?

4 A. Correct.

5 365. Q. Do the credit amounts look like the

6 approximate rent in respect of certain

7 properties? They all seem to be -- there are a

8 couple which are very low, but generally speaking

9 they start at about \$700 and they go up to 2100.

10 Sorry, there's one that's almost 2400.

11 Is that the type of rent you were

12 collecting per unit?

13 MR. PAYNE: The rent that was being

14 collected per unit?

15 MR. PENDRITH: Fair distinction, being

16 collected per unit.

17 THE DEPONENT: Those numbers seem

18 reasonable for rent in those cities. Again, I

19 can't speak to the specifics of any of the

20 individual tenants or properties.

21 BY MR. PENDRITH:

22 366. Q. Did you not have a handle on how much

23 rent was being generated by the Interlude

24 properties?

25 A. I didn't.

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1 367. Q. Why not?

2 A. It wasn't the vertical that I was in.

3 368. Q. What was the vertical that you were
4 in?

5 A. More of a -- people that I have come
6 across that I could refer to SID to help, we
7 spoke about appraisers, for instance. So if I
8 had a rolodex of appraisers and they would reach
9 out asking for a contact for appraisers, I would
10 refer them to those appraisers. I wasn't
11 involved, I'm still not involved in the
12 day-to-day of SID.

13 369. Q. But I mean -- and I'm not suggesting
14 you were knocking on doors and asking any of
15 these individuals to pay their rent. I
16 understand that that was a function that SID
17 management performed. I'm just trying to
18 understand, did you have any sense that
19 approximately \$161,000 was being collected on a
20 monthly basis in January of 2024?

21 A. No.

22 370. Q. Did you have any sense of the
23 \$161,000, how much the SID companies were being
24 paid?

25 A. My understanding was that SID was

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1 charging a property management fee. I believe it
2 was 7.5 percent, plus a placement fee that was
3 only initiated around the time of the Core sale,
4 which was 50 percent of one month's rent. Other
5 than that, I think there's an hourly rate for
6 maintenance within the contract, that if there
7 was maintenance over and above, but again, it's
8 just a broad knowledge, not specifics.

9 371. Q. Okay. I've taken you down to the
10 bottom of the document. So we're now on line 304
11 and down, down to about 327. There's a number of
12 deductions which are listed here, some of which
13 are similar to the deductions that you've
14 discussed. So you do see there's a management
15 fee on total lease seven-and-a-half percent?

16 A. I see that.

17 372. Q. That's \$12,085, and then there's new
18 rental fee, 50 percent of first month, and it
19 looks like there might be four properties: 403
20 Lloyd, 454 Eva, [Address] and [Address],
21 that seem to be potentially that fee. Do you see
22 those?

23 A. I do see those, and to the extent of
24 their accuracy, I can't speak to, but to what
25 you're showing me, what you're saying does make

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1 sense.

2 373. Q. Okay. And then there's some
3 maintenance costs and HST, and all of that, total
4 management, maintenance and new rental fee is
5 \$20,042.25. Do you see that?

6 A. I do, yes.

7 374. Q. That's being paid to the SID
8 companies or SID management, as you understand
9 it?

10 A. To the best of my understanding, that
11 could be true.

12 375. Q. And then below that line, do you see
13 there's a number of additional, I'll call it
14 deductions? And I want to direct your attention
15 to a few big ones. One is insurance, \$39,761.
16 Do you see that?

17 A. I see that.

18 376. Q. Was SID Management paying insurance
19 on behalf of Interlude?

20 A. To the best of my knowledge, that is
21 what I understood.

22 377. Q. Why was that occurring?

23 A. Property insurance I think is what
24 that was probably referencing to. So whether it
25 was Co-operators or I think the new service is

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1 Agile, I believe, there's an insurance broker
2 that would organize property insurance as
3 required for properties. I don't know all the
4 specifics of that.

5 378. Q. Do you know what contractor this is?
6 There's a \$31,693.52 deduction for contractors.
7 Do you know what that would be on account of?

8 A. I don't.

9 379. Q. And what about retainers? There's a
10 13,125-dollar charge for retainers. Do you know
11 what that would be for?

12 A. I don't.

13 380. Q. And an overdraft of 10,710. Do you
14 know what that would be for?

15 A. I do not.

16 381. Q. So when we whittle down the total
17 paid number of \$155,990, after deductions it
18 appears to me that only \$37,480 is being paid to
19 Interlude. Is that consistent with your
20 understanding of how things worked?

21 A. Again, I don't -- you asked at the
22 beginning if I've seen these and I'm familiar
23 with them and I'm not, so I can't speak to the
24 consistency of that.

25 382. Q. So you don't know if that's accurate

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1 in terms of money coming in. You don't know if
2 the deductions are accurate?

3 A. I don't.

4 383. Q. Would you agree that \$37,000 is not
5 enough to pay the interest on Interlude's various
6 loans?

7 A. Without knowing specifics, I could
8 hinder a guess that that would probably not be
9 enough to cover its loan.

10 384. Q. In fact, \$155,000 wouldn't be enough,
11 would it?

12 A. I don't know the specifics.

13 385. Q. Do you know how much Interlude has in
14 debt?

15 A. You've told me through this and I've
16 seen numbers. I don't know the specifics.

17 386. Q. So my understanding is it's in excess
18 of \$50 million. Does that sound way off to you?

19 A. I can't speak to that.

20 387. Q. Would you know if it's closer to
21 \$50 million or zero?

22 A. You're asking a memory question I
23 don't have the answer to.

24 388. Q. You don't even have -- so I suppose
25 it is a memory question to a point, but sitting

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1 here right now, do you think that Interlude has
2 less than \$25 million of borrowing or more than
3 \$25 million?

4 A. There are a lot of properties. There
5 are a lot of corporations. There are a lot of
6 transactions. I can't speak to what those are
7 right now.

8 389. Q. How do you make sense of that or do
9 you ever make sense of that, what the different
10 liabilities and assets are? Do you ever have a
11 clear picture of what's owned and if so, when do
12 you have that picture, if not now?

13 A. Going into the acquisitions,
14 renovations of these properties, as discussed
15 multiple times, my understanding, as I explained
16 in an example of -- I think I used a
17 300,000-dollar example of a purchase with a
18 hundred-thousand-dollar renovation with a
19 500,000-dollar after repair value. That is my
20 understanding of the way the corporations and the
21 way that the properties, what the intention of
22 the properties were.

23 390. Q. Sorry, let me stop you. I'm not
24 talking about intention. I just want to make
25 sure we're focussed on what I'm asking about.

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1 I'm not asking about how you wanted things
2 to work. I'm asking about what the actual
3 leverage was, what the actual assets were. Did
4 you ever have a complete picture of that?

5 A. I can't say that I ever had a
6 complete picture of it.

7 391. Q. Did you try to create a complete
8 picture?

9 A. Again, I wasn't a part of the
10 operations on a daily basis. So to the extent of
11 conversations around refinancing or conversations
12 around selling, those were conversations I was
13 privy to. The day-to-day of what you're showing
14 on the screen right now I can't speak to.

15 392. Q. And let me be clear what I'm pivoting
16 to. So on the screen is what happened in
17 one month as far as deductions go. I'm asking at
18 a way higher level than that. I'm asking about
19 did you know the value of your assets? Did you
20 know the value of the liabilities, the extent of
21 the liabilities? Did you know that so that you
22 had a complete picture of your companies or the
23 applicants as a whole?

24 A. I can't speak to that.

25 MR. PAYNE: So just to be clear on this,

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1 there's a 2024 January Interlude document that
2 you're showing us.

3 MR. PENDRITH: Yes.

4 MR. PAYNE: And the deductions in it,
5 these include deductions that were approved by
6 the monitor; right?

7 MR. PENDRITH: I don't know whether this
8 has been approved or not approved. I'm trying to
9 understand the cash flow. I couldn't tell you.

10 THE DEPONENT: I think that was prior to
11 CCAA.

12 MR. FOSTER: January 2024 it was not
13 issued at the end of the month?

14 THE DEPONENT: I don't know.

15 MR. FOSTER: Because they get issued in
16 February, wouldn't it?

17 THE DEPONENT: I don't know.

18 MR. FOSTER: This has the rental -- this
19 has the retainer that was refunded to the
20 monitor, does it not? It makes reference to it,
21 or are we talking about a different month?

22 THE DEPONENT: I don't know.

23 MR. FOSTER: You don't know. Okay.

24 MR. PENDRITH: I don't think that this --
25 this is just for Interlude. So I see retainers

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1 which may well be different things.

2 MR. FOSTER: They may even be retainers
3 related to professionals, to Cassels, to us, to
4 KSV.

5 MR. PENDRITH: I don't know. I'm trying
6 to understand the extent of the cash flow that
7 was available.

8 MR. PAYNE: Well, I think part of the
9 reaction was just more to the scepticism about
10 the insurance number, which I think we seem to
11 understand includes some back payments of
12 insurance and perhaps went through the purview of
13 the monitor, but I don't have perfect confidence
14 on that.

15 BY MR. PENDRITH:

16 393. Q. Do you have or do they exist,
17 statements like this, from prior months?

18 A. I don't know.

19 MR. PENDRITH: Would you make inquiries
20 and find out if there are similar statements for
21 the applicants and if so, may we please have
22 them? because that would present a very clear
23 picture of how much of the funds that are
24 generated by the rent actually come into the
25 applicant companies. I think that's a very

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1 important thing for us to know.

2 REQ MR. PAYNE: I have your request.

3 MR. PENDRITH: Thank you. Let's mark this
4 as the next lettered exhibit, please. We can
5 call it Interlude Owner Statement January 2024.

6 EXHIBIT E: Interlude Owner Statement
7 January 2024.

8 BY MR. PENDRITH:

9 394. Q. Do you have a big-picture
10 understanding of the companies that you own that
11 are not jointly owned with Robby?

12 A. I have a better understanding of the
13 companies or the properties that I own that are
14 not jointly owned with Robby.

15 395. Q. Why is it that you have a better
16 understanding of those properties?

17 A. Because I manage those properties or
18 my teams manage those properties as opposed to a
19 third party that I'm not a partner of.

20 396. Q. And is it through the management of
21 the properties that's led you to a better
22 understanding of their value and the amount of
23 loans against them?

24 A. In regards to?

25 397. Q. To the properties that you own in

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1 your silo as compared to the ones that you co-own
2 with Robby.

3 A. I'm more involved in the asset
4 management, the property management of those,
5 more so the asset management than the property
6 management on those properties than I am on this
7 portfolio.

8 398. Q. So do I understand that you have the
9 capacity to understand the value of assets and
10 the liabilities against them but in respect of
11 the applicants' properties, assets and
12 liabilities, you've left that to someone else?
13 Is that fair?

14 A. That's a fair assessment.

15 399. Q. And were you provided with updates on
16 asset value and liabilities from someone who was
17 managing the assets and the liabilities against
18 them?

19 A. Not regularly.

20 400. Q. What about irregularly?

21 A. Over the existence of the
22 partnership, there's -- it's possible that I got
23 updates. How those updates came, the form in
24 which those updates came, I can't answer right
25 now.

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1 401. Q. I would like you to check and if you
2 were provided with anything, the package that
3 would tell you here's the properties and the
4 assets and here's the liabilities, if you were
5 provided that, I would like you to provide it to
6 us, please.

7 REQ MR. PAYNE: I have your request.

8 MR. PENDRITH: Thank you.

9 BY MR. PENDRITH:

10 402. Q. I'm going to show you a document
11 which is bank account information. This is a
12 list of incoming wires that we understand to be
13 from Nekzai Law Profession, probably is short for
14 Professional Corporation, and these are wires
15 that came in 2023 and total \$5.6 million.

16 Do you have any understanding of why these
17 payments would be made from Nekzai Law to the
18 applicants in 2023?

19 A. I can't speak to these.

20 403. Q. Are you aware that the applicants
21 were borrowing money during this time period?

22 MR. PAYNE: Is the time period 2023?

23 MR. PENDRITH: Correct.

24 MR. PAYNE: So the question is just
25 whether you are aware that the applicants were

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1 borrowing money in 2023.

2 THE DEPONENT: To the best of my
3 knowledge, probably more so in the beginning of
4 2023.

5 BY MR. PENDRITH:

6 404. Q. Was there something that changed?

7 A. The anticipation of the Core holdback
8 was -- again, there was a lot of conversation
9 around the Core holdback being applied to
10 renovations. So less capital was going to be
11 raised because we were expecting the final
12 release of that money to be paid. That was my
13 understanding, and therefore, that would have
14 been used to do the renovations as opposed to
15 raising additional capital.

16 405. Q. When did it become clear that you
17 were not going to receive the Core holdback?

18 A. I think there's optimism that we
19 will. I think the argument may be more around
20 the amount of what it is, on how much it is or
21 the discrepancy is as opposed to when. That's my
22 understanding, at least.

23 406. Q. And so how does the anticipated
24 payment of the Core holdback impact the timing of
25 these wire transfers?

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1 A. The anticipation of between 3 and \$4
2 million coming from Core to renovate properties,
3 my understanding was that that was enough to --
4 it was more than enough to renovate the remaining
5 budgets. I can't speak to anything more specific
6 than that.

7 407. Q. It appears to me that the last
8 transfer is in September of 2023. Did something
9 involving the Core holdback change in September
10 of 2023?

11 A. It was supposed to come back in May,
12 to my knowledge. SID was working with -- more
13 specifically, [Name] and Ryan were working with
14 Core's team, whoever that was, on whatever
15 discrepancies or whatever their rationale behind
16 not releasing that holdback was. I can't speak
17 to any more specifics than that.

18 408. Q. Okay. Are you able to, by looking at
19 this, determine whether any of these wire
20 transfers arise from the sale of properties as
21 opposed to raising new money from lenders or
22 something else, I suppose?

23 A. I can't just based on looking at
24 this.

25 409. Q. Did Nekzai Law do anything other than

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1 real estate? Without telling me what it is, did
2 they essentially only act as a real estate
3 lawyer?

4 A. To the best of my --

5 MR. PAYNE: Did you deal with Nekzai Law
6 at all?

7 THE DEPONENT: Very little.

8 MR. PAYNE: Sorry. So it's a fair
9 question. Go ahead.

10 THE DEPONENT: I don't know what else they
11 do, if anything.

12 BY MR. PENDRITH:

13 410. Q. Are you aware that Nekzai Law was the
14 real estate lawyer for the applicants?

15 A. To the best of my knowledge, yes, for
16 the most part.

17 MR. PENDRITH: So would you by way of
18 request confirm whether these wire transfers are
19 on account of money that was loaned or if it's on
20 account of the sale of property or something
21 else? I suspect it's new money loaned but I
22 don't know that.

23 REQ MR. PAYNE: I think that's also covered by
24 another request, but to the extent it isn't, I
25 suppose I have it now.

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1 MR. PENDRITH: Thank you. Let's mark this
2 as the next lettered exhibit. We'll call it
3 Inflows from Nekzai Law 2023.

4 EXHIBIT F: Inflows from Nekzai Law 2023.

5 BY MR. PENDRITH:

6 411. Q. The next document which you'll see
7 has income and wire payments that to me appear to
8 be loan proceeds from individual lenders not
9 coming in through Nekzai Law and I'd like to know
10 if you have any understanding of what these
11 deposits in the applicants' bank accounts are on
12 account of.

13 A. To the best of my knowledge or to the
14 best of my understanding --

15 412. Q. Your best understanding sitting here
16 right now.

17 A. Just based on the amounts, my
18 thought, my best guess would be promissory notes.

19 MR. PENDRITH: Okay. And this, for
20 clarity, there's a few which are in late 2022
21 that are captured in this chart and they go until
22 -- August 22nd I believe is the last one of 2023.

23 I'm going to ask for the same request,
24 which is to confirm the basis for these
25 transfers, if it is in fact on account of

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1 promissory note lending or if it's something
2 else.

3 REQ MR. PAYNE: I have your request.

4 MR. PENDRITH: Thank you. Let's mark this
5 as the next exhibit. We'll call it Inflows From
6 Various Individuals November 2022 to
7 December 2023.

8 MR. PAYNE: I'm not sure if TruCapital LNS
9 at the top is an individual.

10 MR. PENDRITH: That may not be.
11 Individuals and entity.

12 MR. PAYNE: Okay.

13 EXHIBIT G: Inflows from various
14 individuals and entity November 2022 to
15 December 2023.

16 BY MR. PENDRITH:

17 413. Q. Are you aware that Interlude has far
18 more promissory notes than any of the other
19 applicant companies?

20 A. To the best of my knowledge.

21 414. Q. Yes?

22 A. To the best of my knowledge, that
23 sounds like it could be true.

24 415. Q. Do you know why that's the case?

25 A. When I first started working with

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1 Claire, she had a hundred percent finance
2 offering and the promissory notes would accrue.
3 So it was to my understanding that interest would
4 accrue. I think timing matters now.

5 Through the CCAA process and more
6 recently, I've understood that that may not have
7 been an accrual but it could have been payments
8 made on my behalf, which I wasn't fully aware of
9 how the process worked until more recently.

10 416. Q. And I'm not certain I'm following how
11 the process works. So could you maybe tell me
12 what you've come to recently understand about how
13 the process works?

14 A. Claire and the Lion's Share Group, my
15 understanding much more recent, that still
16 doesn't fully add up and make sense to me, but it
17 is my understanding, is that Claire would go and
18 borrow money at 15 percent and then lend it to
19 entities that I own. I'm not sure if there's
20 others or not, but entities that I own,
21 hypothetically at 17 percent, and I believe
22 that's where a lot of the promissory notes come
23 from.

24 417. Q. Okay. But that doesn't necessarily
25 explain why a proportion of Interlude's

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DYLAN SUITOR - 148

1 promissory note borrowing is so much greater than
2 the other applicants.

3 So I'll take you, if you don't mind, to
4 Mr. Clark's affidavit at paragraph 91, and we'll
5 put it on the screen for you so you can see it.
6 Do you see there's a chart?

7 A. I see the chart.

8 418. Q. It refers to 802 promissory notes in
9 total. The total value of those notes is a
10 little over \$54 million. Do you see that?

11 A. I see that.

12 419. Q. And of that 54 million, Interlude
13 comprises about 29 million. Do you see that?

14 A. I do see that.

15 420. Q. Is that roughly accurate, to your
16 knowledge?

17 A. I have to trust that it's accurate.
18 I don't have the reconciliation or bookkeeping
19 personally on it.

20 421. Q. Okay. I'm just trying to understand
21 why it is that Interlude has such a greater
22 number of promissory notes and such a greater
23 total principal outstanding as compared to the
24 other applicants.

25 A. One answer could be that once I had

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DYLAN SUITOR - 149

1 opened Interlude, that was really the only, for
2 the most part, the only entity that I would
3 acquire properties in, whereas Aruba, for
4 instance, may have multiple entities that would
5 acquire properties. Maybe the aggregate would be
6 closer if it was collective. Outside of that I
7 don't know specifically.

8 422. Q. Do the properties that are owned
9 outside of the applicant silo, so the ones that
10 you have that are non-Robby companies, do you
11 similarly use promissory notes with those
12 entities or no?

13 A. I have some on those companies, a few
14 of those companies, but not to this extent.

15 423. Q. Okay. Do you know what percentage of
16 the funds that Interlude raised by way of
17 promissory notes were actually used by Interlude?

18 A. I don't.

19 424. Q. Have you ever attempted to track
20 that?

21 A. I haven't.

22 425. Q. Why not?

23 A. My understanding is that money was
24 raised to renovate properties and to take the
25 properties to a higher value through operating

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DYLAN SUITOR - 150

1 costs and then refinanced or sold.

2 426. Q. Right.

3 A. I never -- I can't speak to
4 reconciling each of those or where they went or
5 any of that.

6 427. Q. Did you not track the use of the
7 proceeds of the promissory notes because the
8 funds were intended to be used not just by
9 Interlude but other entities as well? Is that
10 why you didn't track them as Interlude costs?

11 A. Again, I didn't -- I'm not saying
12 they weren't tracked. I'm saying I personally
13 wasn't tracking them. There was an
14 infrastructure that was set up that I trusted was
15 operating, how I understood it. So...

16 428. Q. Did you understand anyone to be
17 tracking the use of the proceeds of the notes?

18 A. Outside of the accounting team and
19 the accounting department at SID, my
20 understanding was that they would be tracking and
21 allocating accordingly.

22 429. Q. Could SID make a spending decision in
23 respect of funds raised by Interlude? So of the
24 \$29 million of promissory notes, did you hit
25 "send" on all of the transfers where those note

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DYLAN SUITOR - 151

1 proceeds went or did others within the SID
2 infrastructure sometimes hit "send" on a
3 transfer?

4 A. The majority if not all would have
5 been others.

6 430. Q. Did you have to weigh into that
7 decision making or could others make those
8 decisions and that was okay for them to
9 unilaterally make the decision?

10 A. Others would make those decisions.

11 431. Q. You didn't have to approve it?

12 A. Correct.

13 432. Q. You weren't worried about the money
14 being misspent?

15 A. My understanding was there was
16 properties that were getting renovated and the
17 monies that was raised for those was used towards
18 those properties, and we had a plan of either a
19 sale or a refinance or I can talk about the Core
20 production partnership.

21 433. Q. Do you recall that there were several
22 properties that were transferred to Old Thing
23 Back in September of 2023 and transferred from
24 Old Thing Back back to the applicant companies in
25 January of 2024? Do you have a recollection of

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DYLAN SUITOR - 152

1 that occurring?

2 A. I do.

3 434. Q. Why did that occur?

4 A. I explained this prior. While we
5 were looking for refinance options, another
6 broker recommended that CIBC may be a solution
7 for up to five properties, and I had a
8 conversation with that broker and a lawyer around
9 how a refinance like that would work.

10 The lawyer went and jumped the gun, I'll
11 say, on the transfer of moving those into that
12 corporation prior to getting a term sheet or LOI
13 from CIBC, and right before filing the CCAA, this
14 question came up as why or where and how, and I
15 can't point to the specifics, but said exactly
16 what I just said to you, and I spoke with a
17 lawyer and the lawyer said, Oh, I'm sorry, I must
18 have jumped the gun on that. I can transfer it
19 back so that -- as if it didn't happen, which was
20 what -- where it should have been.

21 435. Q. You didn't have to sign anything to
22 effect the transfer?

23 A. I would assume I would have had to
24 sign something. I can't specifically speak to
25 the document, what it was or where it was.

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DYLAN SUITOR - 153

1 436. Q. Did you advise any of the lenders
2 that this had occurred, the transfer of these
3 properties?

4 A. No, we had not because it wasn't
5 supposed to have occurred yet.

6 437. Q. Okay.

7 A. The only time that it was supposed to
8 occur was when there was a refinance that the
9 lenders would have been repaid and there would
10 have been a payout statement. That was my
11 understanding.

12 438. Q. I'm going to put up the parcel
13 register for 454 Eva. This is what we were
14 talking about a moment ago, the transfer on
15 September 25th from Interlude Inc. to Old Thing
16 Back and then the transfer from Old Thing Back
17 back to Interlude.

18 Do you see those two transfers at the
19 bottom of the page?

20 A. The screen just went dark.

21 439. Q. Do you have it back on?

22 A. Yeah. At the bottom of the page?

23 440. Q. Yes. You see there's a transfer from
24 Interlude to Old Thing Back on September 25th and
25 then on January 15th of 2024 a transfer from Old

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DYLAN SUITOR - 154

1 Thing Back to Interlude?

2 A. We've got that, yes.

3 441. Q. So that's what we were discussing.
4 The inadvertent transfer was the transfer from
5 Interlude to Old Thing Back?

6 A. Correct.

7 MR. PENDRITH: Okay. And would you
8 produce the documentation that effected the
9 transfer if such documentation exists?

10 REQ MR. PAYNE: We have your request.

11 MR. PENDRITH: Thank you. If we could
12 mark the parcel register for 454 Eva as the next
13 lettered exhibit, please.

14 EXHIBIT H: Parcel register for 454 Eva
15 Avenue.

16 BY MR. PENDRITH:

17 442. Q. I'm going to show you a promissory
18 note renewal. This is where the borrowers are
19 the Old Thing Back. The personal guarantor is
20 Dylan Sutor. The lender is the Lion's Share
21 Group. So it refers to a promissory note that
22 was due for renewal on August 21st, 2023. Those
23 are your initials, DS?

24 A. Correct.

25 443. Q. And at the bottom you signed this

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DYLAN SUITOR - 155

1 electronically Dylan Sutor?

2 A. I believe it was through a program
3 Conga Sign. I'm not a hundred percent certain,
4 but I'm guessing that's where the C comes in.

5 444. Q. And you signed it on November the
6 7th, 2023?

7 A. That looks to be true on this
8 document.

9 445. Q. Okay. Can you explain paragraph 6
10 that says, 'This note will be repaid in full on
11 or before April 21, 2024, or on the sale of 454
12 Eva Avenue, Sudbury Ontario... which ever is
13 soonest'?

14 MR. PAYNE: What's the question?

15 BY MR. PENDRITH:

16 446. Q. Well, the transfer from Interlude to
17 Old Thing Back was inadvertent, we've been told,
18 and I'm trying to understand why it is that
19 there's a promissory note renewal by Old Thing
20 Back during the time period that the property was
21 sitting with Old Thing Back, 454 Eva Avenue. Do
22 you have any explanation for that?

23 A. I have no explanation for that.

24 447. Q. Did this occur with any other
25 properties, where there's at least two others, I

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DYLAN SUITOR - 156

1 think, that went to Old Thing Back? There's 496
2 Whistle Avenue. You're familiar with that?

3 A. I am.

4 448. Q. And 536 Montague Avenue?

5 A. I am.

6 449. Q. Did you do the same thing with either
7 of those addresses?

8 MR. PAYNE: What do you mean by the same
9 thing, transfer them back upon advice?

10 MR. PENDRITH: No.

11 BY MR. PENDRITH:

12 450. Q. You use the properties effectively
13 as, I'm not going to call it security, but
14 reference them in promissory notes that were
15 taken out or renewed during the period of time
16 that it was transferred, so September 25th, 2023
17 and January 15th, 2024.

18 MR. PAYNE: Did you write this promissory
19 note?

20 THE DEPONENT: I did not.

21 MR. PENDRITH: That's not my question.

22 MR. PAYNE: No, but your question had
23 embedded in it the premise that he wrote the
24 promissory note. That's what I take issue with.

25 BY MR. PENDRITH:

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1 451. Q. I'm asking if you did the same thing
2 that occurred here. Here you renewed a prom note
3 that references this property and you did it as
4 Old Thing Back. You didn't do it as Interlude.
5 That's what this says. You understand that?

6 A. My best guess would be that this was
7 probably an error by the Windrose team.

8 452. Q. So there's an error by your lawyer
9 transferring it and then a subsequent error by
10 the Windrose team renewing on the basis of this
11 property?

12 A. That would be my best understanding.

13 453. Q. How would Windrose know that this
14 property was owned by Old Thing Back?

15 A. I don't know.

16 MR. PENDRITH: Would you produce any
17 communications with Windrose regarding this
18 particular property?

19 MR. PAYNE: Between Mr. Sutor and
20 Windrose regarding this particular property?

21 MR. PENDRITH: Yes.

22 REQ MR. PAYNE: I have your request.

23 MR. PENDRITH: Thank you.

24 BY MR. PENDRITH:

25 454. Q. I want to give you a full opportunity

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DYLAN SUITOR - 158

1 to explain. It sounds like you don't have an
2 explanation for this, but do you need another
3 minute to think about it?

4 A. This is a surprise to me. This is
5 unknown to me, so I can't explain something that
6 I'm --

7 MR. PENDRITH: I would like you to check
8 and see if something similar happened with 496
9 Whistle Avenue and 536 Montague Avenue, please.

10 REQ MR. PAYNE: I have your request.

11 MR. PENDRITH: Thank you.

12 BY MR. PENDRITH:

13 455. Q. You mentioned you had a better handle
14 on the companies that exist independently from
15 Robby. That would include Old Thing Back or
16 would it not include Old Thing Back?

17 A. Old Thing Back is an entity that is
18 with Robby.

19 456. Q. Okay. So is your handle on Old Thing
20 Back similar to your handle on the applicants, in
21 that you're not really sure what's going on?

22 A. Correct.

23 457. Q. You're aware that the applicants have
24 significant tax arrears? I'll give you the
25 number. I'm not trying to make you guess, but

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DYLAN SUITOR - 159

1 it's, according to Mr. Clark's affidavit, almost
2 \$1.9 million in tax arrears. Are you aware of
3 that?

4 MR. PAYNE: What's the reference?

5 MR. PENDRITH: Paragraph 98(a). And
6 sorry, before we move to that on the screen,
7 let's just mark the promissory note renewal.
8 We'll call it Old Thing Back Promissory Note
9 Renewal as the next lettered exhibit.

10 EXHIBIT I: Old Thing Back Promissory Note
11 Renewal.

12 MR. PAYNE: Are you asking him in respect
13 of the tax liabilities that are referenced in
14 paragraph 98 of Mr. Clark's affidavit, are you
15 asking if that's the case as of the date
16 indicated in the affidavit or as of today?

17 MR. PENDRITH: No, I wanted to know if he
18 was -- I wasn't even speaking to specific
19 numbers.

20 BY MR. PENDRITH:

21 458. Q. But were you generally aware at any
22 time prior to entering into CCAA, that the
23 applicants had significant tax arrears?

24 A. I don't know to the extent of what
25 they were; however, I'm aware that going into

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DYLAN SUITOR - 160

1 CCAA, that there were some tax arrears.

2 459. Q. Was it a practice of the applicants
3 not to pay their municipal taxes?

4 A. I can't speak to that.

5 460. Q. Why is it that you don't know?

6 A. It's referencing the payments of the
7 companies.

8 461. Q. But you as owner -- I'm presuming you
9 as an owner of, for example, Interlude, owner of
10 a hundred properties, would have received tax
11 statements from the various municipalities saying
12 Interlude must pay \$2,000 a year or whatever it
13 is property taxes.

14 A. I can't speak to specifics, although
15 I do know that some, most, possibly all
16 documents, registered mail, mail, would go to the
17 SID office.

18 So communications regarding property taxes
19 or utilities or whatever other city
20 communications would be directed to the SID
21 address.

22 462. Q. So was it just that you didn't inform
23 yourself as to whether or not taxes were being
24 paid by the applicants?

25 A. I didn't inform myself.

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DYLAN SUITOR - 161

1 463. Q. Did you have an assumption about
2 whether they were being paid or not paid?

3 MR. PAYNE: At what time?

4 BY MR. PENDRITH:

5 464. Q. Did you have an assumption at any
6 point in time about whether they were being paid
7 or not paid prior to entrance into the CCAA?

8 A. That conversation came up more
9 towards entrance to CCAA. That wasn't my
10 understanding when I began my partnership with
11 Robby.

12 465. Q. So at some point there was a
13 conversation where you became aware that there
14 were significant tax liabilities?

15 A. Yes.

16 466. Q. Prior to that conversation, did you
17 have any belief regarding whether taxes were
18 being paid or not paid?

19 A. I don't know.

20 467. Q. You have no idea. Are you aware that
21 various loan documents contain statements about
22 property taxes and being up to date?

23 A. You showed me one before our break,
24 and in reading through that, I believe there was
25 something there in regarding to taxes.

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DYLAN SUITOR - 162

1 468. Q. Was Claire Drage advised that the
2 applicants weren't paying their taxes?

3 A. I don't know.

4 469. Q. Is [Address], 10th floor, is
5 that the head office for Hometown Housing, Neat
6 Nests, Horses in the Back and Interlude?

7 A. I believe that is the address of the
8 corporate lawyer that helped me with the
9 reorganization that I spoke about before. I have
10 since changed corporate lawyers and I don't know
11 which addresses have gotten changed for whatever
12 reason.

13 470. Q. Okay.

14 A. I also -- certain communications, I
15 don't know whether it's the tax departments or if
16 it's the utilities, can be updated and not done
17 through a corporate change. I don't know of the
18 intricacies of how that operates.

19 471. Q. Did you not get mail from
20 municipalities at that address?

21 A. I did receive some e-mails of mail
22 from that corporate lawyer saying, We received
23 this, and I would then forward it off to SID.

24 472. Q. Okay.

25 A. Or SID could hypothetically have been

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DYLAN SUITOR - 163

1 on that e-mail from that lawyer too as a cc or
2 to.

3 473. Q. Do you have knowledge that some of
4 the applicants' properties were assessed with
5 certain non-compliances by different
6 municipalities, Building Code violations and
7 things?

8 A. Recently, it's my understanding that
9 some of the northern cities were implementing
10 properties that were not tenanted, to be board up
11 or to be kind of sealed off. I don't know when
12 that happened or what exactly the specifics of
13 the operation would be or why those would come,
14 but there were -- I don't exactly understand what
15 it is, but there were some summons in Sault St.
16 Marie, for instance, that Ryan said, If you've
17 received them, forward it to us and we'll deal
18 with it. So I forwarded it and from there I
19 assumed that it was being dealt with.

20 474. Q. I'm going to show you a list of
21 active charges for various properties owned by
22 the applicants including Interlude, your company,
23 and this is only for Sault St. Marie.

24 MR. PAYNE: What's the source of this
25 document?

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1 MR. PENDRITH: I think the source of it is
2 the City of Sault St. Marie.

3 MR. PAYNE: So this is something that --
4 from a city database that the city provided you?

5 MR. SIERADZKI: Correct.

6 MR. PAYNE: Okay. Thank you.

7 BY MR. PENDRITH:

8 475. Q. Were you aware, prior to entrance
9 into the CCAA, of these different issues
10 involving the applicants' properties? Did you
11 have any knowledge that there were violations and
12 Building Code issues?

13 MR. PAYNE: Sorry, can you just -- can you
14 scroll up? I've never seen this before. I'd
15 just like to... scroll down, please. Okay. Go
16 ahead.

17 BY MR. PENDRITH:

18 476. Q. Did you have any knowledge of the
19 state of the properties? Do you have any
20 knowledge now of the state of the properties
21 owned by the applicants?

22 A. I personally went up to Timmins since
23 entering the CCAA to say I'll offer an extra hand
24 or I'll look at them, find out what needs to get
25 done to the properties that are vacant. I have

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DYLAN SUITOR - 165

1 not been to Sault St. Marie.

2 477. Q. Ever?

3 A. Ever.

4 478. Q. Was that your first trip to Timmins?

5 A. I went to Timmins once before when I
6 was younger before owning any properties in
7 Timmins. The property is in the south I've been
8 to more recently, and the properties in Sudbury,
9 I went to -- I've gone to a few times for the
10 most part as a generality.

11 479. Q. Do you have an understanding of what
12 it was that caused these issues to arise? Was it
13 something that someone wasn't doing?

14 A. My understanding is that, this is the
15 City of Sault St. Marie, are not overly friendly
16 to investors or out of town for whatever reason.

17 It's also my understanding that as a
18 generality, in the northern cities there's more
19 squatters or break-ins, and vacant homes are a --
20 they're watched, so much so, and I can't say who
21 it was, but so much so to the point that someone
22 told me at one point in time that if you put a
23 property on the market as vacant, that there were
24 squatters that would actually watch MLS to see
25 what properties are vacant that could then be

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DYLAN SUITOR - 166

1 broken into and squatted in.

2 So my understanding was that these
3 northern cities implemented the requirement for
4 them to be secured through boarding up windows or
5 doors, any entrance points, even while they were
6 under renovation at sometimes. That was my
7 understanding.

8 480. Q. Was that a concern as far as the
9 property values of the applicants' properties?

10 A. As I just mentioned, it was also my
11 understanding that even if they were during
12 renovations, so there could be contractors
13 attending during the day to do work on the
14 properties and they'd have to board them up at
15 the end of the day. That's my understanding of
16 them.

17 481. Q. Were there issues that you
18 encountered with squatters as far as the
19 applicants' properties?

20 A. I wasn't managing the operations.
21 When I went up to Timmins a few weeks ago, I
22 didn't come across any squatters, but there was
23 evidence and there was signs of people that had
24 broken into properties. Whether it be for drug
25 use or just a place to sleep, I don't know.

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1 482. Q. Do you know if the appraisals of the
2 applicants' properties considered Building Code
3 violations and the potential that the properties
4 would be filled with squatters? Was that
5 something that was considered as part of the
6 appraisals?

7 A. I don't know.

8 MR. PENDRITH: Let's mark this as the next
9 lettered exhibit, list of active charges for the
10 applicants for Sault St. Marie.

11 EXHIBIT J: List of active charges for the
12 applicants for Sault St. Marie.

13 BY MR. PENDRITH:

14 483. Q. Do you know how many total properties
15 there are in Sault St. Marie that the applicants
16 own?

17 A. Not to an exact. Through the CCAA, I
18 believe it's in the range of 150 or so, but don't
19 quote me on that exact number. I'm not familiar.

20 484. Q. Okay. So about 40 of that 150 seems
21 to have some sort of issue. Is that concerning
22 to you?

23 A. No. The acquisitions were buy
24 undervalued properties. If we had bought
25 properties that were fully renovated that didn't

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1 have any room for improvement at a hundred
2 percent financing, that would be more concerning
3 for me than properties that are undervalued that
4 can be appreciated through doing the work,
5 remedying the issues, and I would also assume
6 that if properties had these work orders, there
7 would be an opportunity to buy them probably
8 cheaper than if they didn't.

9 So the model per se would have been to buy
10 properties that needed work, and that was how the
11 Lift was created and how the property values were
12 then generated.

13 MR. PAYNE: Just to be fair, this
14 document, for a decent number of the properties,
15 indicates for the issues, it says, None - vacant
16 and secure.

17 MR. PENDRITH: Okay. Thank you for the
18 clarification.

19 THE DEPONENT: I also saw one that says,
20 hedge overgrown. That doesn't concern me at all,
21 that a hedge is overgrown, row 8.

22 BY MR. PENDRITH:

23 485. Q. Okay. Thank you. Let's look at --

24 A. Could we have a break soon for a
25 washroom break?

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1 MR. PENDRITH: Oh, yes, for sure. Let's
2 go off. We'll take ten minutes.

3 --- Break commencing 2:58 p.m.

4 --- Upon resuming 3:14 p.m.

5 BY MR. PENDRITH:

6 486. Q. Are you familiar with Windrose
7 Mortgage Trust or Windrose Mortgage Limited
8 Partnership?

9 A. I have a bit of knowledge towards it.
10 I don't know the intimate details around it;
11 however, I believe that Claire was working on a
12 fund of some sort. I think that's what that is.

13 487. Q. Okay. How did you obtain this
14 information?

15 A. I went to an event that she had
16 hosted. I don't remember the date on it, but it
17 was at Spencer's on the Waterfront in Burlington,
18 that she had used that space there to gather
19 people at, and I went just as an attendee, and
20 that's where I learned some of the information
21 that she had shared about what her business was.

22 I think she made reference, it's memory,
23 but I think she made reference to having only 16
24 to 21 borrowers at any given time. She had
25 changed the direction of her business model as

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DYLAN SUITOR - 170

1 well at some point in time, because when I first
2 met her, she also had -- I believe that she had,
3 like, a training platform and she would bring on
4 other mortgage agents within her ecosystem or her
5 team, but then at some point, for some reason --
6 I can't speak to why or how, -she got rid of most
7 of the residential or standard mortgage agents on
8 her team and either sold it off or closed it down
9 and just focussed on the private market, and I
10 think that her -- I think the reason for the fund
11 was for the private market. I think, I may be
12 mistaken, but I think it was more for people to
13 invest and go kind of in and out at certain
14 times, if that makes sense, but again, that was
15 my high-level understanding of it.

16 488. Q. Do you know who the owners of the
17 fund were going to be?

18 A. I don't.

19 489. Q. Do you know any more details? You've
20 given me a little high-level information there.
21 Do you have any more understanding of how the LP
22 or the fund or, sorry, the trust was intended to
23 work?

24 A. It's my understanding that you could
25 invest, I want to say, and again, I'm not a

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DYLAN SUITOR - 171

1 hundred percent certain, but I believe that it
2 was as low as \$1,000, and there was different
3 thresholds that people could invest in, and I
4 believe that she was also working on being -- I'm
5 blanking on the word but, like, RSP and TFSA
6 eligible.

7 MR. PAYNE: Registered?

8 THE DEPONENT: Registered. Yeah,
9 registered, and I don't know if that ever got set
10 up or if that ever came to fruition. I had heard
11 that you needed a hundred investors for that to
12 be possible, but again, that's just what I heard.

13 BY MR. PENDRITH:

14 490. Q. Did the applicants ever raise any
15 funds through the mortgage trust or the mortgage
16 LP for the fund?

17 A. If it was, it would have been through
18 Windrose.

19 491. Q. Okay. Do you know who Laurier
20 Capital Holdings is?

21 A. Sorry?

22 492. Q. Do you know who Laurier Capital
23 Holdings is?

24 A. I don't know.

25 493. Q. Align Ventures Inc.?

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DYLAN SUITOR - 172

1 A. I saw the name Align. I don't know
2 exactly what it was, but I saw the name Align.

3 494. Q. Did you ever deal with [Name],
4 [Name] or [Name] at Windrose?

5 A. Those names ring a bell. I don't
6 know what their roles were but I think they were
7 somehow associated with Claire and the fund or
8 the trust or whatever it was that was being
9 formed.

10 495. Q. Are you aware of who owns Windrose?

11 A. The fund?

12 496. Q. Well, any of the Wind. So there's
13 different Windrose entities. There's Windrose
14 Group Inc., but including Windrose Group Inc.,
15 Windrose Mortgage Trust, Windrose Limited
16 Partnership, Windrose Capital Inc. Do you have
17 any knowledge of who owns those entities?

18 A. The only association or tie that I'm
19 aware of would be Claire. I don't know other
20 than that.

21 497. Q. Interlude owns a property at 261
22 Kimberly Avenue in Timmins. Are you aware of
23 that?

24 A. I am aware of that.

25 498. Q. I'm going to show you the parcel

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DYLAN SUITOR - 173

1 register briefly. So it appears to be acquired
2 in March of 2022 for \$129,000, almost \$130,000.
3 Do you see that?

4 A. I see that, yes.

5 MR. PENDRITH: And we'll quickly just mark
6 this as the next exhibit. We'll call it Parcel
7 Register for 261 Kimberly.

8 EXHIBIT K: Parcel register for 261
9 Kimberly Avenue.

10 BY MR. PENDRITH:

11 499. Q. And do you see there's a
12 200,000-dollar charge in March of 2023?

13 A. I see that.

14 500. Q. Okay. It was refinanced in 2023?

15 A. I don't know.

16 501. Q. If we go to -- let's go to the trust
17 ledger from the purchase. Do you see the trust
18 ledger from Nekzai Law?

19 A. I see it.

20 502. Q. And do you see the purchase price is
21 inclusive of disbursements and land transfer
22 taxes and whatnot is \$132,426? You see that
23 comes from 122,000 roughly of mortgage funds and
24 about 10,000 of client funds?

25 A. I see that.

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DYLAN SUITOR - 174

1 503. Q. Client funds is promissory note
2 money?

3 A. I don't know.

4 504. Q. Okay. Mortgage funds is the first
5 mortgage?

6 A. To the best of my knowledge.

7 MR. PENDRITH: Well, let's mark this as
8 the next -- we'll call it Trust Ledger 261
9 Kimberly Avenue.

10 EXHIBIT L: Trust Ledger 261 Kimberly
11 Avenue.

12 BY MR. PENDRITH:

13 505. Q. So next you'll see we're showing you
14 a promissory note for \$10,233.02 which is dated
15 -- the advance is March 18, 2022. Lion's Share
16 is the lender and the borrower is Interlude.
17 Personal guarantor, David Sutor.

18 Is it your understanding that this note
19 was the client funds? So it's \$10,131.70 and you
20 see the note is \$10,233.02 but then there's
21 \$101.33 fee on it. So that seems to be the
22 difference.

23 Is it your understanding that this
24 promissory note was used to complete the purchase
25 of 261 Kimberly?

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DYLAN SUITOR - 175

1 A. I explained a situation generically
2 to you earlier today using the example of a
3 hundred-thousand-dollar purchase where I said
4 85,000 in this hypothetical situation came from a
5 first mortgage lender at 8 and 2, 8 percent plus
6 2 percent lender fee.

7 506. Q. Yes.

8 A. But that Claire would do the
9 difference of the 15,000 at that same 8 and 2.
10 Based on that and my understanding of that,
11 looking at that promissory note that says 17...

12 507. Q. It does say 17.

13 A. So based on that, my knowledge and
14 understanding of the way it worked is that it's
15 either an error on the amount charged on this
16 promissory note that would have been created by
17 Windrose or this would be for something else.

18 508. Q. Okay. There is a reference in this
19 promissory note to the properties in 261
20 Kimberly.

21 A. Then based on that reference, I would
22 actually say that this should have been at
23 whatever the interest rate would have been, and I
24 will also preface that by saying that if it was 8
25 plus 2, I would also see that as 10. Like, it

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DYLAN SUITOR - 176

1 wouldn't matter to me whether it was 8 plus 2 or
2 10 percent, as the aggregate would hypothetically
3 be the same on a twelve-month loan.

4 509. Q. Understood. And you signed this. DS
5 is your initials and then you signed at the
6 bottom Dylan Sutor?

7 A. Again, there's a lot of properties, a
8 lot of corporations, a lot of transactions, a lot
9 of documents, that I certainly didn't read
10 through every single line and every single word.

11 510. Q. I just asked you if you signed it.

12 A. Based on what I see on the name, I
13 can't put a moment to where I was at that time,
14 if that was it, but I'm assuming that I did sign
15 it.

16 511. Q. Was anyone else authorized to sign as
17 Dylan Sutor?

18 A. No.

19 512. Q. Are you aware if anyone did at any
20 point?

21 A. My e-mail address that received these
22 is my Elevation Realty e-mail address, and I've
23 had assistants in the past that have had access
24 to my e-mails to be able to monitor and to inform
25 me of -- like, recap my e-mails. If I get 2 or

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DYLAN SUITOR - 177

1 300 e-mails in a day and I'm on the road or I'm
2 showing properties or whatever it may be, they
3 would summarize stuff for me. I can't
4 specifically point to anyone who had additional
5 signing authority, but...

6 513. Q. You're saying it's possible that
7 someone may have on occasion signed as your
8 assistant?

9 A. Correct. Correct.

10 514. Q. You don't have specific knowledge.
11 You're speculating that?

12 A. Correct.

13 MR. PENDRITH: Let's mark this as the next
14 exhibit called Promissory Note Loan Agreement in
15 the amount of \$10,233.

16 EXHIBIT M: Promissory Note Loan Agreement
17 for \$10,233.

18 THE DEPONENT: It is also my understanding
19 that no one from the SID organization had my
20 credentials for my e-mails, just also to clear
21 that.

22 BY MR. PENDRITH:

23 515. Q. Okay. I'm going to show you a
24 mortgage term sheet and commitment for \$200,000
25 in respect of the same property, 261 Kimberly

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DYLAN SUITOR - 178

1 Avenue in Timmins. Do you see this, [Name] --
2 sorry, [Lender Name], \$200,000 to Interlude
3 with Dylan Sutor as guarantors that was to be
4 secured by a first mortgage? This was a
5 refinance that occurred on March 21st, 2023; is
6 that right?

7 A. I think the colour that you may be
8 looking for in this, if a lender, and I don't
9 know if timing lines up, but just as a
10 generality, if a lender no longer wanted to be
11 invested in a mortgage, sometimes Claire would
12 reach out to us and say, Do you have the money to
13 repay them or do you want us to raise to replace
14 them?

15 And so almost always we would say, no,
16 we'll raise to -- can you raise to replace them?
17 And then they would go and find another lender
18 that would want to take over the mortgage in some
19 way, shape or form.

20 Based on you pulling up a trust ledger of
21 a hundred-and-thirtyish thousandish and then
22 seeing this 200,000, seeing multiple charges at
23 different times, my best guess would be this
24 would be one of those situations or scenarios
25 that Claire had placed a mortgage, and for

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DYLAN SUITOR - 179

1 whatever reason, that mortgage that got replaced,
2 it looks to be higher at that point.

3 516. Q. Do you know if this property was
4 renovated in the meantime?

5 A. I don't.

6 517. Q. Between the acquisition, which is
7 about a year prior?

8 A. I don't know.

9 518. Q. From 2022, March of 2022 to March of
10 2023, Timmins was a declining market as far as
11 real estate values?

12 A. Specifically I can't speak to. What
13 I will say is that I do follow on Instagram a
14 number of unverified data points, and one thing I
15 did find consistently, even in the Ontario as a
16 whole real estate market declining as interest
17 rates were increasing, Timmins and Sault St.
18 Marie did actually stay strong. Year-over-year
19 changes did actually stay strong, and I will even
20 reference I believe February '23 to February '24,
21 the highest market on one of those posts that I
22 read recently actually had Sudbury leading the
23 way from '23 to '24, and it was in the 15 to
24 16 percent average growth point.

25 So I don't -- I can't say for certain if

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DYLAN SUITOR - 180

1 Timmins was in a declining market over that
2 period.

3 519. Q. So you don't know between, and it's
4 almost exactly year over year, March '22 to
5 March '23, you don't know if Timmins was going up
6 or down or treading water?

7 A. I don't know, no. I actively traded
8 in southern markets. As a generality, the
9 northern markets maintained and not necessarily
10 increased but treaded water while other markets
11 were a little more susceptible to interest rates.
12 I can make my assumptions as to why but...

13 520. Q. Okay. You weren't interested in
14 informing yourself as a realtor and as someone
15 who had many millions of dollars' worth of
16 housing stock in these communities what the trend
17 was? Wasn't that something that you would want
18 to keep track of?

19 A. I'm a realtor out of Oakville and
20 therefore I trade close to home. So clients that
21 I would serve for the most part are in the
22 Niagara, Hamilton, Halton, Brantford, Kitchener,
23 Waterloo areas. Sometimes my scope would go
24 outside of that or on some large apartment
25 buildings. I trade and transact in Windsor or

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DYLAN SUITOR - 181

1 whatnot, but from a residential market
2 standpoint, I have personally not personally
3 represented as an agent in that capacity buyers
4 and sellers in Timmins. So it wasn't top of my
5 due diligence.

6 521. Q. Okay. Did you have anyone who was
7 local on the ground in Timmins or Sault St. Marie
8 advising you on which way things were going?

9 A. As we've referenced multiple times
10 today, Claire had mentioned, You should look at
11 selling some properties, and in 2023, I raised my
12 hand to Robby and SID and said, Guys, I'm willing
13 to be another set of eyes. I'm willing to
14 oversee some of the strategy, some of the
15 properties, if selling is a space or a place.

16 However, [Name] is one gentleman that was
17 representing us in Timmins. I think there might
18 have been a few others, but he was someone that I
19 was in communication with on a weekly basis for a
20 lot of 2023 going through the list of properties
21 that was being listed or sold through those
22 times.

23 MR. PENDRITH: Let's mark this as an
24 exhibit, mortgage term sheet and commitment for
25 261 Kimberly Avenue.

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DYLAN SUITOR - 182

1 EXHIBIT N: Mortgage term sheet and
2 commitment for 261 Kimberly Avenue.

3 BY MR. PENDRITH:

4 522. Q. There were some other promissory
5 notes taken out in respect of the same property.
6 There's one on May 9th, 2022 for \$55,000. The
7 lenders are two individuals, it looks like, [Name
8 [Lender Name] and [Lender Name]. If you
9 scroll down, you'll see that the property that's
10 referenced is again 261 Kimberly in paragraph 5.

11 Do you know what these proceeds were being
12 raised for, for renovations?

13 MR. PAYNE: Hang on. Can you scroll down,
14 please?

15 MR. PENDRITH: Sure.

16 MR. PAYNE: Scroll up. Scroll down,
17 please. Okay. Sorry, you can go back to your
18 question.

19 BY MR. PENDRITH:

20 523. Q. Do you know what these funds were
21 being used for?

22 A. I don't know specifically. I don't
23 know specifically.

24 524. Q. And you see that the renewal here is
25 dated December the -- that you signed it looks on

May 6, 2024

DYLAN SUITOR - 183

1 December 1st, 2023?

2 MR. PAYNE: That's what it looks like.

3 BY MR. PENDRITH:

4 525. Q. Do you know if that's accurate?

5 A. My best guess is that that date stamp
6 is set up within the electronic signature
7 program. I wouldn't have manually plugged it in
8 in general practice.

9 526. Q. Okay.

10 A. Also looking at it, it says date,
11 DD/MM/YYYY, yet it says 2023, dash, 12, dash, 01.
12 So if I was manually plugging it in, I would most
13 likely start with the day, not the year. So I
14 would assume this is the Conga Sign platform.

15 527. Q. In December of 2023, was it apparent
16 to you that you wouldn't be able to repay this
17 promissory note?

18 A. My intentions are still to repay the
19 promissory notes.

20 528. Q. And I'm not asking about intentions.
21 I'm asking about ability.

22 A. I mean, yeah. We're now in May, I
23 believe, of 2024 and we went into CCAA at the
24 beginning of the year through different
25 conversations on different ways to complete

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DYLAN SUITOR - 184

1 properties, restructure, refinance, sell to make
2 lenders whole. So my intention would still be to
3 repay the promissory notes.

4 529. Q. As a personal guarantor? You're
5 willing to reach into your own pocket to make
6 [Lender Name] and [Lender Name] whole?

7 MR. PAYNE: That's not a proper question
8 for this process.

9 MR. PENDRITH: I'm just talking about his
10 intention and I'm asking him what his intention
11 is.

12 MR. PAYNE: It's not a proper question for
13 this process. It doesn't relate to pre-filing
14 transactions. Asking him his intention --

15 MR. PENDRITH: Well, this is a pre-filing
16 transaction. This is a very shortly pre-filing
17 promissory note renewal. That's a transaction.

18 MR. PAYNE: His intention in respect of a
19 personal guarantee that may or may not being
20 effected and the validity of which has been
21 challenged and raised to the monitor's attention,
22 asking him if he intends to act in any way
23 pursuant to a guarantee, the validity of which is
24 an open question, is not a proper question on an
25 interview.

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DYLAN SUITOR - 185

1 MR. PENDRITH: Sure, it is. It's
2 absolutely proper. He brought up his intention.
3 I'm asking what his intention includes. I can
4 appreciate you may not want him to answer that,
5 but it's not an improper question.

6 MR. PAYNE: I disagree with you.

7 MR. PENDRITH: If you're not going to
8 answer, you're not going to answer. So I'll move
9 on.

10 MR. PAYNE: If you like, you can leave it
11 as a request but he's not going to be answering
12 it now.

13 MR. PENDRITH: I've made the request. I
14 want to know what his intention is. I don't want
15 a lawyer's answer on the intention. I want his
16 answer.

17 BY MR. PENDRITH:

18 530. Q. What's your intention vis-a-vis this
19 promissory note renewal?

20 MR. PAYNE: Sorry, repeat that.

21 BY MR. PENDRITH:

22 531. Q. What is your intention vis-a-vis this
23 promissory note renewal?

24 MR. PAYNE: What was his intention at the
25 time or what --

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DYLAN SUITOR - 186

1 BY MR. PENDRITH:

2 532. Q. What's your current intention?

3 MR. PAYNE: He just told your his current
4 intention. His current intention is to have the
5 promissory note repaid.

6 BY MR. PENDRITH:

7 533. Q. How is that going to happen?

8 A. My belief is that the assets that are
9 in CCAA have the ability, which is why we went
10 into a CCAA, to complete renovations and to
11 either refinance or to sell those properties to
12 repay lenders with the proceeds of those
13 properties. That is still my belief and
14 understanding.

15 534. Q. How can you say that when you don't
16 even know how much money Interlude, which is your
17 company, owes?

18 A. The applicants as a whole, from a
19 broad scale, there is in my belief enough, with
20 the value of the assets completed, to repay the
21 indebtedness.

22 535. Q. And what are you basing that on?
23 What specific information are you basing that
24 statement on or that belief?

25 A. We have shared multiple times where

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DYLAN SUITOR - 187

1 we got values from, extrapolating the value per
2 property from Core across what's left or what
3 properties we have now, taking the commercial
4 appraisals or the appraisals you've requested and
5 taken those on a per-property basis and looking
6 at what those would be extrapolated over.

7 We've also taken city averages and looked
8 at those on a property basis and then more
9 recently through comparative market analysis of
10 individual properties that's not fully complete,
11 but I still believe there is a way to repay the
12 debt.

13 536. Q. But you don't know how much the
14 applicants owe, do you?

15 A. I don't know for certain how much the
16 applicants owe.

17 537. Q. I asked you before if Interlude was
18 closer to zero or \$50 million and you couldn't
19 answer that.

20 MR. PAYNE: That's a different question.

21 MR. PENDRITH: That's one of the
22 applicants.

23 MR. PAYNE: Right, but there's a
24 difference between -- he was just talking about
25 the applicants in the aggregate and now you're

May 6, 2024

DYLAN SUITOR - 188

1 talking about Interlude. He was answering about
2 the applicants in the aggregate.

3 BY MR. PENDRITH:

4 538. Q. Do you know how much the applicants
5 in the aggregate have as far as value of
6 properties, value of assets and liabilities? Do
7 you know?

8 A. I have a high-level rough number. I
9 think there is some question as to -- prime
10 example, we just looked at a promissory note
11 after I explained what the shortfall would be at
12 on an interest rate sampling, 8 and 2, prior
13 question, yet on the promissory note it said
14 17 percent for the closing costs of -- or the
15 shortfall of 261 Kimberly. That to me is a
16 discrepancy that needs to be hashed out on what
17 the cost or the debt is.

18 MR. PENDRITH: Okay. Let's mark the
19 promissory note as the next lettered exhibit
20 please, promissory note, renewal dated
21 December 2023.

22 EXHIBIT O: Promissory note, renewal dated
23 December 2023.

24 BY MR. PENDRITH:

25 539. Q. And just to round things out, there's

May 6, 2024

DYLAN SUITOR - 189

1 another promissory note that was renewed on
2 November 27th, 2023 as the next -- the same
3 property. It's \$50,000. Do you see this?

4 MR. PAYNE: Sorry, in respect of the same
5 property?

6 MR. PENDRITH: In respect of the same
7 property, 261 Kimberly Avenue in Timmins.

8 BY MR. PENDRITH:

9 540. Q. Do you recall selling this renewal in
10 November?

11 A. I do not recall the specifics of it.

12 MR. PENDRITH: Let's mark this as the next
13 lettered exhibit, promissory note.

14 MR. PAYNE: What's the date of this one?

15 BY MR. PENDRITH:

16 541. Q. It's November 27th, I believe, if you
17 scroll to the bottom. Oh, there's two dates.
18 Signed by you on November 27th. We'll call this
19 Promissory Note signed November 2023 for 261
20 Kimberly.

21 EXHIBIT P: Promissory Note signed
22 November 2023 for 261 Kimberly.

23 BY MR. PENDRITH:

24 542. Q. I won't take you to it, but there's
25 two other promissory notes, a 13,000-dollar one

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DYLAN SUITOR - 190

1 and almost 17,000 for the same property. In
2 total, when you add them all up, I've got
3 \$345,000 of borrowing as against this property.

4 Can you tell me if this property has been
5 renovated?

6 MR. PAYNE: Sorry, again, I don't know if
7 it's correct to say, "as against", but we have
8 borrowing in prom notes that refer to the
9 property. I think you've asked him who prepares
10 the prom notes or selects the property, but I'll
11 let you conduct your own interview.

12 BY MR. PENDRITH:

13 543. Q. Do you understand what I'm talking
14 about, promissory notes that are related to this
15 property on Kimberly Avenue? There's promissory
16 notes and there's mortgages, but in total, when
17 you added them all up, and we went through most
18 of them -- I didn't take you to the small ones --
19 it's \$345,000.

20 A. Understood. I don't know that
21 specific property that...

22 MR. PENDRITH: Could you provide details
23 of the work that's been done on that property, if
24 any, by request?

25 REQ MR. PAYNE: We have your request.

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DYLAN SUITOR - 191

1 MR. PENDRITH: Thank you.

2 BY MR. PENDRITH:

3 544. Q. Do you recall that this property
4 burned down?

5 A. I know there was a fire at it.

6 545. Q. Do you know when the fire was?

7 A. I don't.

8 MR. PENDRITH: Could you confirm the date
9 of the fire?

10 REQ MR. PAYNE: We have your request.

11 MR. PENDRITH: Thank you.

12 BY MR. PENDRITH:

13 546. Q. And am I right there were actually
14 two fires at this property?

15 A. I've heard --

16 MR. PAYNE: Can you remind me what the
17 property address is? Is it 451 Kimberly?

18 MR. PENDRITH: It's 261 Kimberly Avenue,
19 Timmins, Ontario.

20 BY MR. PENDRITH:

21 547. Q. My understanding is there was a fire
22 in November, the first fire, and I was curious as
23 to whether or not you or anyone advised the
24 lenders that renewed their notes in November and
25 December, that there had been a fire at the

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DYLAN SUITOR - 192

1 property.

2 A. I am not in the day-to-day of
3 operations. I can't answer that question.

4 MR. PENDRITH: Could you look into it and
5 find out if anyone advised those lenders that
6 there had been a fire before they executed
7 their--

8 MR. PAYNE: So just to be clear, did you
9 deal with these lenders at all in respect of this
10 prom note? Have you ever spoken to them, met
11 with them?

12 THE DEPONENT: I have not.

13 MR. PENDRITH: So that's why I'm asking if
14 he knows of anyone. I accept that he hasn't
15 talked to probably any of the lenders, it seems
16 to be.

17 MR. PAYNE: So are you asking him to ask
18 Claire?

19 MR. PENDRITH: I'm asking him to make
20 inquiries and advise if anyone told the lenders
21 that signed these promissory notes that the
22 building had a fire.

23 MR. PAYNE: But anyone where?

24 MR. PENDRITH: Anyone at all, so that the
25 lenders would be appropriately apprised that they

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DYLAN SUITOR - 193

1 had money that was, whether secured, secured or
2 otherwise, references a property where the
3 property has burned down.

4 MR. PAYNE: Isn't that a question for you
5 to ask Claire?

6 MR. PENDRITH: I may ask Claire that as
7 well. I'm asking what this witness knows and I'm
8 asking for inquiries to be made about what
9 information was passed on to the lenders.

10 So he may say the applicants did nothing.
11 That's what I expect as far as an answer because
12 it sounds like there wasn't a lot of
13 communication with the lenders, but I have to ask
14 the question to get an answer, whatever it may
15 be.

16 BY MR. PAYNE:

17 548. Q. On occasion I understand that Lion's
18 Share would pay the interest on certain loans of
19 Interlude. Are you familiar with that?

20 A. That is my understanding. I would
21 even say more likely most of the payments. Like,
22 the promissory notes again accrue, and so more
23 recently, as I mentioned, that was not how I
24 understood it at the beginning. I understand
25 that in 2018 interest accrued.

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DYLAN SUITOR - 194

1 Since entering CCAA, I found out that when
2 Claire was saying, I'm your biggest lender, she
3 was also borrowing to make payments.

4 549. Q. Okay. But in situations where in the
5 ordinary course the applicants, in particular,
6 the ones that you controlled, were paying the
7 interest directly to the lender, that was the
8 ordinary course, am I right?

9 A. No. No. Another reason as to why I
10 can't verify the number of promissory notes is
11 because a number of those promissory notes never
12 hit my bank account or any bank account of an
13 applicant.

14 550. Q. The promissory notes never hit your
15 bank account?

16 MR. PAYNE: No. No. Hang on. He said a
17 number of the prom notes never hit one of his
18 bank accounts or one of the bank accounts of the
19 applicants, a number of the prom notes.

20 THE DEPONENT: Correct.

21 BY MR. PAYNE:

22 551. Q. Where did they go?

23 A. The one that you showed earlier today
24 I believe was directed to the lawyer, as an
25 example. So my assumption is Lion's Share made

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DYLAN SUITOR - 195

1 the transfer to the lawyer directly.

2 552. Q. How did you keep track of where the
3 promissory note proceeds were going?

4 A. I trusted that Windrose had done
5 that.

6 553. Q. Did you ever get documents that
7 showed you where the promissory note proceeds
8 went?

9 A. There's a couple of -- I know that
10 the SID team had asked regularly for reporting
11 for documents for reconciliation. I believe at
12 one point in time SID changed CRMs and there was
13 a capability -- my understanding was there was a
14 capability in the new CRM that would allow for
15 tracking to be done within the CRM, was one of
16 the reason they transferred over, and so SID
17 would ask Windrose for records that they could
18 upload into the CRM. I don't know if that ever
19 happened or not.

20 554. Q. Okay.

21 A. There was a meeting at the end of
22 last year in person where myself, Ryan, Robby,
23 Aruba and some of the Windrose members got
24 together at their office and they gave a paper
25 printout of a bunch of reconciliations. I don't

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DYLAN SUITOR - 196

1 ever recall getting an electronic version of it
2 and it was more directed at the SID team than
3 myself.

4 555. Q. Do you still have that paper printout
5 reconciliation?

6 A. I was asked for it by the SID team a
7 couple of times and I don't have it.

8 556. Q. What happened to it?

9 A. I don't know.

10 557. Q. So you had a reconciliation done and
11 then it just disappeared?

12 A. Windrose provided paper copies in a
13 meeting.

14 558. Q. Yes.

15 A. Said they would follow up with the
16 electronic copies. I did not take the paper
17 copies and go replicate them. I assumed the
18 follow-up with the electronic copies would be
19 their follow-up.

20 559. Q. When was this provided?

21 MR. PAYNE: Sorry, just to be clear, you
22 said he had a reconciliation done. I don't think
23 that's what he said either. He said the SID team
24 had asked regularly. Windrose did a
25 reconciliation. They gave him a paper copy and

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DYLAN SUITOR - 197

1 he doesn't know what happened to the paper copy.

2 MR. PENDRITH: Sure. I'm trying to get at
3 what happened to it. I don't think it matters if
4 he said, Give it to me, if SID said, Give it to
5 me, if Windrose said, Here it is. I don't think
6 that's the important thing.

7 BY MR. PENDRITH:

8 560. Q. The important thing is there was a
9 reconciliation, it was completed, you had it and
10 now you don't. I'm trying to understand why.

11 A. At sometime Windrose had done their
12 internal books second half of 2023, as a
13 generality. When that meeting was, I can't put a
14 date on when it was, and they had given a paper
15 copy and said at the beginning of the meeting
16 we'll follow this up with electronic copies.
17 Whether those ended up going out or not, I don't
18 know.

19 561. Q. What was the purpose of this meeting
20 that you're referring to?

21 A. When it was first organized, Claire
22 positioned it as we've been doing business for a
23 number of years and have never really gotten
24 together. Let's all get together and catch up,
25 plan, figure out what we're going to do in the

May 6, 2024

DYLAN SUITOR - 198

1 future.

2 562. Q. So there was no specific agenda?

3 A. There was no specific agenda. She
4 requested we show up. We showed up.

5 563. Q. And what did the meeting turn into?

6 A. It was mainly between Claire and the
7 SID team. I think a lot of questions that were
8 asked back and forth were for clarity, such as
9 requesting a copy of all the transactions that
10 were said to have taken place. I don't know if
11 they were gathered. I don't know if that added
12 clarity was provided. I don't know.

13 564. Q. Did you discuss potential entrance
14 into CCAA?

15 A. We did not.

16 565. Q. Did you ever discuss that with
17 Claire?

18 A. We did not, actually, not until after
19 we went into CCAA, for clarity.

20 566. Q. You had discussion with Claire
21 subsequent?

22 A. So after going into CCAA, there was a
23 call that we had, our regular one-day call, and I
24 don't remember the exact timing. It might have
25 been a Tuesday or Wednesday. I can't

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DYLAN SUITOR - 199

1 specifically state, but we had informed her that
2 we had entered into CCAA with the intention of
3 restructuring, and she was actually -- her
4 reaction at first was a little surprised, I
5 think, but in subsequent conversations briefly
6 that she had or that we had, she had actually
7 said that she believed it was the best thing for
8 the companies and that it was a really good
9 thing, and I think that she communicated through
10 webinars to her lenders, but the whole process
11 was very new to all parties except for the
12 parties that were engaged leading up to it, such
13 as KSV and my conversations with Noah, Bennett
14 Jones, Howards Capital Corporation, I think known
15 as HCC.

16 Those were the only castles. We used to
17 call them castles at one point. So those were
18 the companies that were familiar with CCAA. The
19 applicants, the borrowers, the lenders, Windrose,
20 it was all a new procedure, a new procedure that
21 we were all and still I believe we still are
22 learning.

23 567. Q. I'm going to show you an excerpt from
24 the general ledgers which would have gone up to
25 the end of 2022. These are payments which are

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DYLAN SUITOR - 200

1 coded as "Due to/from Dylan Sutor", and there's
2 an aggregate payment figure of \$667,000
3 approximately paid by various applicant
4 companies, Hometown Housing, Interlude,
5 specifically to you, and I would like to know
6 what your explanation for these payments is if
7 you have any.

8 A. This is the document that I
9 referenced earlier stating that to the best of my
10 knowledge, this is improperly tagged. As my
11 assumption or my best guess as to what this would
12 have been would have been, if I look at the top
13 line, 7, 7, 2020, Hometown Housing, Scotia Visa
14 of \$10,000, my understanding would have been that
15 Hometown Housing paid the Scotia Visa \$10,000.

16 Now, that's probably a bad example because
17 the Scotia Visa is in my personal name whereas
18 the AMEX payments, the AMEX would have been in a
19 company name.

20 568. Q. So you're saying that this the
21 Interlude AMEX that's being paid?

22 A. I don't know for certainty, although
23 that would be my guess or estimation.

24 569. Q. I don't think we have Interlude AMEX
25 statements going back to 2020. Did you have an

May 6, 2024

DYLAN SUITOR - 201

1 Interlude card at that point in time?

2 A. I don't believe -- I don't know the
3 exact date that it was incorporated. There are
4 two other AMEX cards that were all for business
5 and that are corporate cards that are not in
6 Interlude's name.

7 570. Q. That are not in whose name?

8 A. That are not in Interlude's name.

9 571. Q. So whose name were they in?

10 A. I believe one is Old Thing Back Inc.,
11 and one is Upgrade Housing Inc.

12 572. Q. And did you use those credit cards to
13 pay for things for the applicants?

14 A. I did not personally; however, it's
15 very plausible that those cards were used by SID
16 to make payments for the operations of the
17 company.

18 573. Q. And why would that occur?

19 A. Applying for an AMEX card in every
20 corporation would have been a credit hit,
21 additional credit. So just as the Scotia Visa
22 was used, which was my personal visa, most of if
23 not all transactions on that Scotiabank Visa from
24 the time I gave it to SID for operations was used
25 for operations.

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DYLAN SUITOR - 202

1 One specific example I can reference is
2 that Co-operators Insurance doesn't accept
3 American Express, so SID requested a personal
4 Scotiabank card or personal credit card, either
5 Visa or MasterCard, to make payments to
6 Co-operators, which were for business operations,
7 and then would have been reimbursed from, my
8 understanding, from those corporations.

9 574. Q. Okay. Did that change once Interlude
10 got a credit card?

11 A. Once Interlude got a credit card, my
12 assumption or my best guess would be that
13 Interlude would have had its Interlude AMEX card
14 and would have paid for Interlude transactions.

15 575. Q. Could you produce the credit card
16 statements for Old Thing Back and, sorry, what
17 was the other one that had a corporate card?

18 A. Upgrade Housing.

19 576. Q. Upgrade Housing, please.

20 REQ MR. PAYNE: I have your request.

21 MR. PENDRITH: Thank you.

22 MR. PAYNE: And if there is charges that
23 were incurred on behalf of the applicants on
24 those cards, could you identify them for me,
25 please?

May 6, 2024

DYLAN SUITOR - 203

1 REQ MR. PAYNE: I have your request.

2 BY MR. PENDRITH:

3 577. Q. Would you have any way of discerning
4 between spending on the applicants' properties
5 versus the Old Thing Back's properties or Upgrade
6 Housing properties?

7 A. I don't know.

8 MR. PENDRITH: Let's mark this as the next
9 exhibit, please. We'll call it General Ledger
10 Excerpts, Payments to/from Dylan Sutor.

11 EXHIBIT Q: General Ledger Excerpts,
12 Payments to/from Dylan Sutor.

13 BY MR. PAYNE:

14 578. Q. There's three transactions, due
15 to/from Dylan Sutor PREC, which is Professional
16 Real Estate Corporation. Why were those payments
17 made?

18 A. I don't know.

19 579. Q. Did Dylan Sutor Professional Real
20 Estate Corporation provide any services to
21 Interlude?

22 A. Outside of the previous discussion
23 around my real estate team helping with the
24 acquisition or disposition of properties, I don't
25 believe so.

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DYLAN SUITOR - 204

1 580. Q. Your real estate team's involvement
2 in acquiring and disposing of properties, there
3 would have been a payment from the proceeds of
4 the sale, right, the commission?

5 A. It would have been paid from the
6 brokerage, correct.

7 581. Q. It wouldn't be a direct transfer by
8 Interlude?

9 A. Correct, unless there was a
10 reimbursement.

11 582. Q. Were these loans or gifts or you
12 don't know?

13 A. I don't know.

14 583. Q. I'm going to take you to another
15 general ledger excerpt. This is payments due to,
16 slash, from Old Thing Back. Let me know when
17 you've had a chance to look at that.

18 A. I see it.

19 584. Q. Do you see in the aggregate these
20 payments? It's a lot. They total two point six
21 and a half million dollars.

22 A. I see that.

23 585. Q. Why is there so much money going out
24 the door to Old Thing Back?

25 A. I don't know.

May 6, 2024

DYLAN SUITOR - 205

1 586. Q. You have no belief sitting here right
2 now as to why \$2.6 million of the applicants'
3 money went to Old Thing Back?

4 A. I can't speak to specifics. All I
5 can say is that it's very possible that it was a
6 reimbursement.

7 587. Q. Why do you say that's very possible?
8 We haven't seen -- this is net funds going out,
9 \$2.6 million of net funds going out. Is there
10 \$2.6 million of net funds coming in from Old
11 Thing Back?

12 A. It could have been a payment from Old
13 Thing Back on the credit card to a property in
14 Neat Nests, for instance.

15 588. Q. So you're suggesting that
16 \$2.6 million of credit card payments were made by
17 Old Thing Back on account of Neat Nests
18 properties?

19 A. I don't know if this is just Neat
20 Nests. I thought I saw other corporations in
21 there as well.

22 589. Q. Are you guessing as to what it would
23 be?

24 A. Yeah, I'm guessing as to what it
25 would be. Like, at the end of the day, if my

May 6, 2024

DYLAN SUITOR - 206

1 personal Scotiabank Visa was used to make an
2 insurance payment to Co-operators on behalf of
3 any of these companies, Interlude, Neat Nests,
4 Hometown Housing, that would have been a personal
5 credit card spend. It would have been reimbursed
6 by one of the corporations for the spend on that
7 card. That's my understanding.

8 590. Q. Got it. That was the \$667,000,
9 approximately, that we looked at before. This is
10 a separate \$2.6 million.

11 A. Very well could have had the same
12 answer.

13 591. Q. The same answer?

14 A. Correct.

15 592. Q. Who was spending this money on the
16 credit card?

17 A. The operations and the production
18 would have been through the SID team.

19 593. Q. The SID team was spending. Okay. So
20 I think we're going to need production of those
21 credit card statements.

22 REQ MR. PAYNE: I have your request.

23 BY MR. PENDRITH:

24 594. Q. May we have your bank account
25 statements as well for -- I'll just ask globally

May 6, 2024

DYLAN SUITOR - 207

1 because there's a bunch of companies. For each
2 of the companies that you have a direct or
3 indirect interest in, I would like your bank
4 statements, please, and your general ledgers, to
5 the extent they exist, for 2021, 2021 onwards,
6 please.

7 MR. PAYNE: Would it be more proportionate
8 for you to tell us which companies you say
9 actually received money rather than every single
10 company that he's involved in?

11 MR. PENDRITH: Well, I think we can start
12 with the ones that we referenced today. They're
13 all underneath the stack. There's not that many
14 of them: 1083 Main Street Inc., Conduit Asset
15 Management, Happy Town Housing, Old Thing Back,
16 Prospect Real Estate Holdings Inc., Upgrade
17 Housing Inc., Up-Town Funk Inc., Elv8 Inc.,
18 Elevation Real Estate Network, Dylan Sutor
19 Professional Real Estate Corporation and the
20 Sutor Family Trust. I think those are the main
21 ones. Did I miss any?

22 A. I don't know.

23 REQ MR. PAYNE: I have your request.

24 MR. PENDRITH: Thank you. So let's mark
25 that as the next lettered exhibit, please. It is

May 6, 2024

DYLAN SUITOR - 208

1 to/from Old Thing Back GL. Sorry, excerpts,
2 to/from Old Thing Back.

3 EXHIBIT R: GL Excerpts, to/from Old Thing
4 Back.

5 MR. PAYNE: And I assume, as with other
6 similar documents we looked at, this was
7 excerpted by KSV?

8 MR. PENDRITH: That's correct, from the
9 general ledger information provided by the
10 applicants.

11 BY MR. PAYNE:

12 595. Q. If there's any other explanation for
13 these, you can appreciate this is a lot of money
14 going out the door, and if I was a lender, I
15 would want to know where this money went. So I
16 want to give you a really good chance to explain
17 where the money went and why.

18 A. It's also fair to say that there's a
19 large amount of renovations that happened on the
20 properties, so the very viable answer for where
21 it could have done.

22 596. Q. So we'll await your answer.

23 Let's look at the Upgrade Housing
24 payments. So you'll similarly see this is in
25 respect of payments to/from Upgrade or Upgrade

May 6, 2024

DYLAN SUITOR - 209

1 Housing. They are payments up to the end of
2 2022, both to and from, money in, money out. In
3 the aggregate it's \$318,787 out.

4 Do you have any explanation for why in the
5 aggregate those payments of about \$318,000 out of
6 the applicants to Upgrade Housing?

7 A. Other than what I've explained, my
8 understanding would be reimbursements or
9 operating costs and -- same answer.

10 597. Q. There's one huge payment in, an
11 800,000-dollar payment on August 18th, 2022.
12 That comes in to the applicants from Upgrade
13 Housing. Do you know why that 800,000-dollar
14 payment was made on August 18, 2022?

15 A. I do not.

16 598. Q. And I take it you didn't keep track
17 of who owes who, most of the companies?

18 A. I do not.

19 599. Q. Do you have a general ledger for
20 Upgrade Housing?

21 A. I don't know.

22 600. Q. You don't know.

23 So we'll mark this as the next lettered
24 exhibit, general ledger excerpts, payments
25 to/from Upgrade Housing.

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DYLAN SUITOR - 210

1 EXHIBIT S: GL excerpts, payments to/from
2 Upgrade Housing.

3 MR. PAYNE: Can we just take five minutes
4 and then push to the end?

5 MR. PENDRITH: Yes.

6 --- Break commencing 4:09 p.m.

7 --- Upon resuming 4:16 p.m.

8 BY MR. PAYNE:

9 601. Q. I'm going to pull up another GL
10 excerpt. This is for Prospect Real Estate, and
11 you'll see there's a number of payments to Happy
12 Gilmore, Hometown Housing, Horses in the Back,
13 Interlude, lots of Interlude, Joint Captain Real
14 Estate Inc., Mulligan and The Pink Flamingo, and
15 in the aggregate it's about \$650,000 flowing out
16 of the applicants and to Prospect Real Estate.

17 Can you give me your best explanation for
18 why those payments were made?

19 A. I don't know, other than, as I
20 mentioned, reimbursements or operating expenses.
21 I don't know the specifics.

22 602. Q. Okay.

23 A. And I also don't know if they were
24 labelled correctly or not. As we've gone over a
25 couple of times, I believe that the due to/from

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DYLAN SUITOR - 211

1 Dylan Sutor is likely not Dylan Sutor. It
2 needs to be corrected and updated.

3 603. Q. Because you believe that some of
4 those payments are made directly to credit cards
5 as opposed to you personally and then to pay a
6 credit card?

7 A. The way it's written says that it's
8 in my bank account and I have access to it, and I
9 don't believe that I do.

10 604. Q. Understood. So if you could clarify
11 the basis for these payments and you were to make
12 inquiries to do so, we would appreciate that.

13 MR. PAYNE: Sorry, the basis for all the
14 payments in the five-page PDF you're showing?

15 MR. PENDRITH: The aggregate for all
16 funds. The only explanation that's been given is
17 that this is reimbursement for spending on credit
18 cards. If there's any other reason, I would like
19 to know what it is, and if the story that we're
20 going to get back is that it is on account of
21 credit card spending, then we would like
22 production of the credit card that is correlated
23 with the reimbursements.

24 REQ MR. PAYNE: If that's the answer you get
25 back, I have your request. I'm not sure "story"

May 6, 2024

DYLAN SUITOR - 212

1 is the right word, but...

2 MR. PENDRITH: We just never heard it
3 before. This is new information we're getting
4 now. Before it was personal credit cards and now
5 it's other corporate credit cards. It's just a
6 shifting of the statement.

7 MR. PAYNE: I'm not sure I agree with you,
8 but I have your request.

9 MR. PENDRITH: Thank you. We'll mark this
10 general ledger excerpt, payments to/from Prospect
11 Real Estate.

12 EXHIBIT T: GL excerpt, payments to/from
13 Prospect Real Estate.

14 MR. PAYNE: I don't think we have the
15 Interlude bank statements before October of 2021;
16 however, the general ledger data seems to go back
17 to the beginning of the year. May we please have
18 those bank account statements?

19 REQ MR. PAYNE: I have your request.

20 MR. PENDRITH: Thank you.

21 BY MR. PAYNE:

22 605. Q. Take a look at the November 2021
23 Interlude bank statement. I'm going to take you
24 to November 23rd, if we could, page 7 of the
25 document. You'll see that there is a negative

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DYLAN SUITOR - 213

1 account balance on November 22nd. Do you see
2 that?

3 MR. PAYNE: Going down there, do you see
4 that?

5 THE DEPONENT: Yeah, I see that.

6 BY MR. PENDRITH:

7 606. Q. And then there's a deposit of
8 \$338,155 approximately on November 23rd?

9 A. I see that.

10 607. Q. Do you know what that deposit was on
11 account of?

12 A. I do not.

13 608. Q. Would you be able to find out?

14 A. I don't know.

15 MR. PENDRITH: Okay. Would you make
16 inquiries and advise if those are proceeds of a
17 mortgage loan or promissory note or something
18 else, potentially sales proceeds?

19 REQ MR. PAYNE: I have your request

20 MR. PENDRITH: Thank you.

21 BY MR. PAYNE:

22 609. Q. And do you see shortly after those
23 funds come in, there's a 150,000-dollar transfer?

24 MR. PAYNE: So, sorry, just let me clean
25 that up for the record. So it's a \$338,155.65

May 6, 2024

DYLAN SUITOR - 214

1 deposit. The information included in the bank
2 statement is deposit at BR 3482, and your request
3 is I think in effect where that money came from.

4 MR. PENDRITH: That's right.

5 MR. PAYNE: I have that request.

6 MR. PENDRITH: Thank you.

7 BY MR. PAYNE:

8 610. Q. And do you see on the next line down
9 there's a preauthorized payment, DEFT settlement
10 FLE 0031 for \$150,000?

11 A. I do see that.

12 611. Q. We understand that's based on the GL,
13 one of the transfers that forms the Old Thing
14 Back payments, and I'm trying to understand why
15 it is that the proceeds of the \$338,000 deposit
16 are in large part going to Old Thing Back.

17 A. I don't know.

18 612. Q. If you scroll down a little bit more,
19 you'll see on November the 26th --

20 MR. PAYNE: So, sorry, are you saying the
21 preauthorized payment DEFT settlement FLE, that
22 preauthorized payment went to Old Thing Back?

23 MR. PENDRITH: That's our understanding
24 based on the general ledger description.

25 MR. PAYNE: Okay.

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DYLAN SUITOR - 215

1 MR. PENDRITH: And so if that's not the
2 case and that goes somewhere else, I would like
3 you to advise us or alternatively, confirm that
4 that went to Old Thing Back.

5 REQ MR. PAYNE: I have that request.

6 MR. PENDRITH: Thank you.

7 MR. PAYNE: On the 26th there's another
8 \$75,000, which we understand goes to Old Thing
9 Back, again, based on the general ledger data
10 that's available, and similarly, I'm interested
11 in knowing if there's an explanation for that.

12 REQ MR. PAYNE: I have that request.

13 BY MR. PAYNE:

14 613. Q. Was it your practice to raise funds
15 in the applicants and then take the proceeds and
16 pay them outside the applicants?

17 A. I don't know.

18 MR. PAYNE: I think he's told you a few
19 times that he wasn't involved in the payments.
20 So when you ask if it's his practice, I'm not
21 sure that's consistent with how he's described
22 his role, but in any event, you've got his
23 answer.

24 MR. PENDRITH: I mean, it's his company.

25 MR. PAYNE: No, I understand, but he's

May 6, 2024

DYLAN SUITOR - 216

1 also explained his role.

2 BY MR. PAYNE:

3 614. Q. Do you have concerns about this
4 occurring, \$338,000 coming in and then within
5 three days \$225,000 of it seems to be paid out to
6 Old Thing Back? Is that concerning to you?

7 A. Well, there's a lot of companies, a
8 lot of properties and a lot of production. I
9 don't know the specifics of where that would have
10 gone or for why.

11 MR. PENDRITH: Okay. Let's mark this bank
12 statement as Interlude November 2021 bank
13 statement.

14 EXHIBIT U: Interlude November 2021 bank
15 statement.

16 BY MR. PAYNE:

17 615. Q. We're going to look at the July 2023
18 Hometown Housing bank statement, and I'll take
19 you to July the 26th. Do you see there's a
20 304,000-dollar deposit?

21 A. I see that.

22 616. Q. And this is in July of 2023. Do you
23 know why this entity would be receiving
24 approximately \$304,000 in July of last year?

25 A. I do not.

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DYLAN SUITOR - 217

1 617. Q. Now, there's some smaller transfers
2 out. There's a 5,000-dollar and a
3 six-and-a-half- thousand-dollar transfer out on
4 the same day. Do you see that?

5 A. I see that.

6 618. Q. We understand that those are
7 transfers to Upgrade Housing, just on the general
8 ledger data, and then there's a 255,000-dollar
9 the next day July 27th also to Upgrade Housing.

10 So I'm trying to understand why
11 approximately \$266,000 was transferred to a
12 non-applicant company, Upgrade Housing, on or
13 about this date. Do you have any explanation for
14 that?

15 A. I do not.

16 MR. PENDRITH: Could you make inquiries
17 and advise if the 304,000-dollar deposit were the
18 proceeds of a loan, be it mortgage loan or
19 promissory note?

20 REQ MR. PAYNE: I have your request.
21 Presumably you also want to know in respect of
22 the 255 out.

23 MR. PENDRITH: If it's anything other than
24 a payment to Upgrade, which is what we understand
25 it to be, would you please advise where the money

May 6, 2024

DYLAN SUITOR - 218

1 went?

2 REQ MR. PAYNE: I have your request.

3 MR. PENDRITH: Thank you.

4 BY MR. PAYNE:

5 619. Q. So when I asked about was it a course
6 of conduct, I may not have used that exact
7 expression, but to have loan funds come in and
8 then paid outside of the applicants, this is
9 another example of potentially that going on.

10 So I'm looking for clarity about that,
11 because I see not a lot of money in the bank
12 account, \$29,000, then a very big deposit and
13 then almost all of it goes out to a
14 non-applicant.

15 A. So as mentioned --

16 MR. PAYNE: He hasn't asked you a
17 question.

18 BY MR. PAYNE:

19 620. Q. Is that by design?

20 MR. PAYNE: Go ahead.

21 THE DEPONENT: As mentioned, my best guess
22 would be that it was to pay a credit card and
23 that credit card used funds towards renovations
24 or operations of those properties.

25 BY MR. PAYNE:

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DYLAN SUITOR - 219

1 621. Q. What was Hometown Housing's credit
2 card limit?

3 A. I don't believe it had one.

4 622. Q. Okay. So you would expect there to
5 be about \$265,000 of credit card charges incurred
6 by Hometown Housing for the applicants in and
7 around July 2023? Sorry, not Hometown Housing, I
8 apologize, Upgrade Housing.

9 A. I don't.

10 623. Q. Would you know if that kind of
11 spending by Upgrade Housing on a credit card was
12 happening?

13 A. Again, I don't know the date it is.
14 My understanding was that properties would be
15 purchased. They would be renovated with the
16 intention of refinancing or selling. It's my
17 understanding that's most likely what was
18 happening here.

19 MR. PENDRITH: Let's mark this as the next
20 exhibit, please, Hometown Housing July 2023 bank
21 statement.

22 EXHIBIT V: Hometown Housing July 2023
23 bank statement.

24 BY MR. PAYNE:

25 624. Q. And just for clarity, when we looked

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DYLAN SUITOR - 220

1 at the prior numbers for any of the different
2 entities, those numbers ended at the end of 2022.
3 So anything that goes out the door in 2023 would
4 not be included. So when I asked you about the
5 \$318,000 that went to Upgrade Housing, that was
6 only up to 2022. So this additional \$265,000 is
7 not included in that incremental.

8 Is it surprising to you that that much
9 money would be spent potentially on credit cards
10 by non-applicant companies for the benefit of the
11 applicants? Is that surprising to you?

12 A. I don't know.

13 625. Q. Would you pull up August 2023,
14 please? This is another Hometown Housing bank
15 account statement. On August 1st there's a
16 24,700-dollar transfer to a bank account.
17 **Lift Capital Account #** is the account number. Is that an
18 account number you recognize?

19 A. I don't know.

20 626. Q. And I think we've made inquiries
21 regarding this bank account and no information
22 has been provided.

23 MR. PAYNE: And to be fair, some of your
24 requests, we just got them. So I mean, we
25 haven't had the opportunity to respond to the

May 6, 2024

DYLAN SUITOR - 221

1 large number of requests that have been provided
2 yet.

3 MR. PENDRITH: Okay.

4 MR. PAYNE: But, you know, if you say we
5 haven't told you about this one yet, I assume
6 you're right. That doesn't mean it isn't an
7 outstanding request.

8 MR. PENDRITH: Okay. Thank you.

9 BY MR. PAYNE:

10 627. Q. In this statement, on August the 2nd
11 there's a 15,000-dollar transfer which we
12 understand is to Aruba Butt's bank account. It's
13 the one ending in #.

14 Do you know why it would be appropriate
15 for Hometown Housing to be paying Aruba Butt at
16 that point in time?

17 A. I do not.

18 628. Q. And there's a 40,000-dollar transfer
19 to -- also on August 2nd. Sorry, August 3rd, I
20 apologize, which we understand to be to One Happy
21 Island bank account.

22 Do you have an understanding of why it
23 would be appropriate to pay One Happy Island
24 \$40,000 at this point in time?

25 A. I do not.

May 6, 2024

DYLAN SUITOR - 222

1 629. Q. There's also an 11,000-dollar payment
2 to Happy Town Housing.

3 MR. PAYNE: Is it the 10,900?

4 MR. PENDRITH: Yes. It's comprised of two
5 payments. There's a 10,900 and 100.

6 BY MR. PENDRITH:

7 630. Q. Would there be any reason to be
8 paying Happy Town Housing at this point in time?

9 A. I don't know.

10 631. Q. At this point in time the applicants
11 were having trouble paying their lenders?

12 MR. PAYNE: What year is this?

13 MR. PENDRITH: 2023, August of 2023.

14 THE DEPONENT: Following the Core holdback
15 not being released, there could have been an
16 expectation that money was going to be deposited
17 from Core for renovations that wasn't, and doing
18 the renovations and constructing the properties
19 will yield the highest return or the highest
20 capital available. So it could have been that
21 money was allocated to renovations.

22 632. Q. It seems here money was allocated to
23 Aruba Butt, Happy Town Housing and One Happy
24 Island.

25 A. I don't know where that went.

May 6, 2024

DYLAN SUITOR - 223

1 633. Q. Is there a reason why Aruba Butt
2 would be on the bank statements for Hometown
3 Housing Inc.?

4 A. Because she would do the books, the
5 payments and manage the money for the companies.

6 634. Q. Does she have any interest in the
7 company?

8 A. Robby does. So hypothetically,
9 indirectly, how they manage their life and their
10 partnership is not my business. So I don't know
11 what their agreement is.

12 635. Q. But your agreement with whomever,
13 Robby or Aruba or both, is that Aruba could
14 manage the Hometown Housing bank account?

15 A. Yes.

16 636. Q. What about the other applicants that
17 you have an interest in, Neat Nests, Horses in
18 the Back and Interlude?

19 A. She was on the bank accounts to
20 manage the money of the accounts.

21 637. Q. And did you keep track of what she
22 was doing?

23 A. There's a lot of transactions, a lot
24 of properties.

25 638. Q. I agree with both those statements

May 6, 2024

DYLAN SUITOR - 224

1 but it doesn't answer my question.

2 A. I did not oversee everything that she
3 did.

4 639. Q. Did you keep track? And that's a
5 little bit different than overseeing everything.

6 A. I did not.

7 MR. PENDRITH: Let's mark the August 2023
8 Hometown Housing bank statements the next
9 exhibit, please.

10 EXHIBIT W: August 2023 Hometown Housing
11 bank statements.

12 BY MR. PAYNE:

13 640. Q. We're going to look at Horses in the
14 Back. This is for November 2021. You see
15 there's a 99,000-dollar deposit made on November
16 1st, 2021?

17 A. I see that.

18 641. Q. Before that balance deposit was made,
19 the account balance was \$119. Do you see that?

20 A. I see that.

21 MR. PENDRITH: The general ledger that
22 we've been provided identifies that as a housing
23 loan. If it's anything other than a housing
24 loan, would you please advise?

25 MR. PAYNE: This is GC0316 - transfer

May 6, 2024

DYLAN SUITOR - 225

1 completed on November 1, 2021 in the amount of
2 \$99,000?

3 MR. PENDRITH: Correct.

4 REQ MR. PAYNE: I have your request.

5 MR. PENDRITH: Thank you.

6 BY MR. PENDRITH:

7 642. Q. And there's a 35,000-dollar transfer
8 that we understand is to Old Thing Back also on
9 November 1st. Do you see that?

10 A. I see that.

11 MR. PAYNE: We see a 35,000-dollar
12 transfer on November 1st. We're accepting your
13 premise for the purpose of the question that it
14 went to Old Thing Back.

15 MR. PENDRITH: If you have any information
16 that would suggest it was not paid to Old Thing
17 Back in respect of any of the transfers I'm
18 discussing, I would like you to provide that,
19 please. If my premise is wrong, I would like to
20 know if you have information to the contrary.

21 REQ MR. PAYNE: We have your request in
22 respect of the 35. I don't know what you're
23 referring to in terms of any of the transactions.
24 So far we're just at the one. I have your
25 request in respect of the 35.

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DYLAN SUITOR - 226

1 BY MR. PAYNE:

2 643. Q. Was there any reason at this point in
3 time to be transferring funds to Old Thing Back?

4 A. I don't know.

5 644. Q. There's a 30,000-dollar transfer. We
6 understand that's paid to Hometown Housing.

7 MR. PAYNE: We'll proceed on the same
8 premise as we did on the last question. You are
9 saying it's Hometown Housing. We're accepting
10 that premise for the purpose of the question.

11 BY MR. PAYNE:

12 645. Q. Do you know why that money was moved
13 around at that point in time?

14 A. I do not.

15 646. Q. And then there's a 10,000-dollar
16 transfer again November 1st. That's also to Old
17 Thing Back, we understand.

18 MR. PAYNE: Same basis. You can answer.

19 THE DEPONENT: I do not.

20 BY MR. PAYNE:

21 647. Q. And then there's a further transfer,
22 \$10,000 on November 2nd, which we understand is
23 to Upgrade Housing, and on the premise that that
24 information is correct, I would like your
25 understanding or information as to why it would

May 6, 2024

DYLAN SUITOR - 227

1 be appropriate to be transferring \$10,000 to each
2 of Old Thing Back or -- and/or Upgrade Housing at
3 the time.

4 MR. PAYNE: Sorry, do you know?

5 THE DEPONENT: I don't know.

6 REQ MR. PAYNE: Okay.

7 BY MR. PAYNE:

8 648. Q. So again, we're seeing a pattern
9 here, what looks to me like maybe a pattern of
10 money coming in, potentially loan proceeds, and
11 then being disbursed outside of the applicant
12 ecosystem, to use the word that you've been using
13 today. Do you have any comment on that?

14 A. I do not.

15 649. Q. Do you think it's a fair description
16 of what's happening?

17 A. To the best of my knowledge and the
18 way you've explained it, it seems like it could
19 be reasonable. I do not know the specifics of
20 the why.

21 MR. PENDRITH: So if there's any
22 additional explanation that you can provide by
23 way of request, I would like to have it.

24 MR. PAYNE: In respect of the 35, the 30,
25 the 10 and the 10?

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DYLAN SUITOR - 228

1 MR. PENDRITH: Correct.

2 REQ MR. PAYNE: Okay. I have your request.

3 MR. PENDRITH: Thank you.

4 Let's mark this as Horses in the Back
5 November 2021 bank statement.

6 EXHIBIT X: Horses in the Back
7 November 2021 bank statement.

8 BY MR. PAYNE:

9 650. Q. I'm going to take you to a Neat Nests
10 bank statement for October of 2022. On page 1
11 you'll see a large deposit, \$247,000,
12 approximately, on October the 11th. Do you see
13 that deposit?

14 A. I see that.

15 651. Q. Our understanding, based on the
16 general ledger data, is that's a promissory note
17 proceed, the proceeds of a promissory note.

18 A. I don't know.

19 MR. PENDRITH: If you have any information
20 that would suggest that's something otherwise,
21 would you provide it, please?

22 REQ MR. PAYNE: I have your request.

23 MR. PENDRITH: Thank you.

24 BY MR. PAYNE:

25 652. Q. And then on October 12th, being the

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DYLAN SUITOR - 229

1 next day, there are three transfers, \$10,000,
2 which we've identified one being Upgrade Housing,
3 one being Happy Town Housing, one being Up-Town
4 Funk, and I would like to know if there's any
5 reason for those transfers to have been made at
6 that point in time that you can think of.

7 A. I don't know.

8 653. Q. There's also a 220,000-dollar
9 payment. You'll see that on October 12th, same
10 day. We understand that was paid to Upgrade
11 Housing. Can you explain the basis for that
12 transfer?

13 A. I don't know.

14 654. Q. Does this seem to be appropriate
15 use -- on the assumption that I'm correct
16 regarding these transfers, does that seem to be
17 the appropriate use of the proceeds of a
18 promissory note?

19 A. I don't know where they went. As
20 referenced before, if they were reimbursements
21 for payments, that's a very viable option for
22 renovations, which would be a very viable reason
23 for that.

24 655. Q. Did Neat Nests have a credit card?

25 A. I don't believe so.

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DYLAN SUITOR - 230

1 656. Q. Okay. Upgrade Housing did?

2 A. I believe so. Neat Nests may have.

3 I don't know.

4 657. Q. Who does the bookkeeping for the non-
5 applicant entities like Upgrade Housing or
6 Up-Town Funk?

7 A. The same as the others within the
8 Robby ecosystem, so however they're done with
9 Aruba and the bookkeeping team at SID, as well as
10 Name and the bookkeeping team at Pursuit.

11 658. Q. Would Name be the person with the most
12 comprehensive understanding of the financial
13 picture of the applicants?

14 MR. PAYNE: How can he answer that?

15 MR. PENDRITH: He might know.

16 THE DEPONENT: I don't know.

17 MR. PENDRITH: I've got to ask.

18 MR. PAYNE: Well, I just don't know how he
19 can know who has the most -- what's in other
20 people's heads. It's just a challenging question
21 to answer.

22 MR. PENDRITH: I mean, sometimes that's
23 true, but sometimes when you have someone who's
24 an accountant or a bookkeeper, that might be a
25 logical inference, particularly given the

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DYLAN SUITOR - 231

1 additional stay parties and Mr. Clark don't
2 really seem to have that information.

3 MR. PAYNE: Well, that's your
4 characterization, but he's answered your
5 question. So we're ready for the next one.

6 MR. PENDRITH: Okay. Let's mark this as
7 the next exhibit, Neat Nests Inc. October 2022
8 bank statement.

9 EXHIBIT Y: Neat Nests Inc. October 2022
10 bank statement.

11 BY MR. PAYNE:

12 659. Q. There are a number of credit card
13 charges that were billed to the Interlude credit
14 card that we asked questions about and received
15 some information. Ones that centered around
16 March 4, 5, 6 appears to have been a trip to
17 Miami where there's some charges related to a
18 nightclub and a private chef, a restaurant and
19 possibly a strip club.

20 Tell me about the business purpose of that
21 trip. Do you know the trip I'm talking about,
22 March '22? March of 2022 you went to Miami?

23 A. I believe so.

24 660. Q. Who went on the trip?

25 A. I don't know everyone, but I do know

May 6, 2024

DYLAN SUITOR - 232

1 it was a key partners trip.

2 661. Q. Okay. "Key partners", what does that
3 mean to you?

4 A. "Key partners" is a word that I
5 reference within the real estate space, so other
6 businessowners that help create business growth,
7 a mortgage broker, an insurance broker, a lawyer,
8 other businessowners that are third party yet
9 have -- influential into the production of the --
10 moving the business forward.

11 662. Q. Okay. And where are those people who
12 are the key partners resident? Are they resident
13 in Miami or are they resident in Ontario, the
14 GTA?

15 A. The two people that have come to mind
16 first off are in Ontario.

17 663. Q. Who are those people?

18 A. [Name] and [Name].

19 664. Q. Those are your insurance?

20 A. Insurance and mortgage.

21 665. Q. And mortgage broker?

22 A. Yeah, one of the mortgage brokers.

23 666. Q. Okay. [Name] is a mortgage
24 broker?

25 A. No. He's the insurance broker.

May 6, 2024

DYLAN SUITOR - 233

1 667. Q. He's insurance. Okay. [Name]
2 works at?

3 A. He's also a mortgage rep under the
4 Mortgage Alliance banner.

5 668. Q. Mortgage Alliance being a franchise
6 system?

7 A. I don't know the inner workings of
8 the background. I just know that he's associated
9 with Mortgage Alliance.

10 669. Q. Is he associated with Claire?

11 A. They both are Mortgage Alliance but
12 they're not the same umbrella, as far as I'm
13 aware.

14 670. Q. Okay. Did you use [Name] to
15 raise any funds for the applicants?

16 A. [Name] also has business
17 partners. One of those business partners is
18 [Name], and [Name] and [Name]
19 [Name] helped to raise some of the second
20 mortgages, as far as I'm aware.

21 671. Q. The Lift Capital ones?

22 A. Lift Capital I believe was first
23 introduced to the ecosystem through [Name] and
24 [Name]. [Name] is another one.

25 672. Q. Another mortgage broker?

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DYLAN SUITOR - 234

1 A. I don't believe he is a mortgage
2 broker but I believe he has either access to or
3 connected to capital, whether his own or others,
4 that has invested in the holdings.

5 673. Q. Okay.

6 A. I don't know the specifics or how
7 that got done.

8 674. Q. Okay. So why was it necessary to go
9 to Miami with two individuals who live in
10 Ontario? Why was that necessary to do?

11 A. Business trips. We're all very busy
12 and I think it's fair to say that when you're at
13 home, you're more in the day-to-day grind,
14 whereas when you're not at home, it gives you a
15 little bit more opportunity for strategy,
16 creation, vision and business planning.

17 675. Q. Okay. And did you think this was
18 appropriate, to spend \$20,000 at a Miami beach
19 nightclub? That was an appropriate way to spend
20 the applicants' money?

21 A. If I recall correctly, that was right
22 around the time of Core, and as I mentioned
23 earlier today, the Core initial LOI was north of
24 a hundred million dollars. There was an
25 assumption that we were going to be closing a

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DYLAN SUITOR - 235

1 very large deal, and I would say that based on
2 where we were at at that time, it was a fair use
3 of funds for a business plan.

4 676. Q. You didn't think it was appropriate
5 to close the deal first?

6 A. I don't know the exact moment in time
7 that that was, but again, the Core conversation
8 was ongoing for a while, and when we first heard
9 about the Core offer, my understanding was it was
10 going to close in a month or two after the LOI.
11 It took longer than expected.

12 677. Q. As it turns out, you did not use all
13 of the proceeds of the Core sale to use the
14 leverage against the applicants. Some of that
15 money went into the shareholders' pockets.
16 You're aware of that?

17 A. I don't know about the specifics of
18 what you're saying.

19 678. Q. You don't know the amount of money
20 that went into the shareholders' pockets or you
21 don't know that money went into the shareholders'
22 pockets?

23 A. I answered earlier.

24 MR. PAYNE: The shareholders of which
25 entities?

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DYLAN SUITOR - 236

1 MR. PENDRITH: Of any of the entities.

2 BY MR. PENDRITH:

3 679. Q. Do you have general knowledge that
4 some of the shareholders got paid?

5 A. Some of it.

6 680. Q. What do you know?

7 A. Not much.

8 681. Q. What's not much?

9 A. My understanding was of the Core
10 sales, the majority of the sales proceeds went to
11 paying down debt and others were to stay in the
12 corps to continue renovations, to finish some of
13 the renovations that were ongoing, to continue
14 the funds for the renovations that were ongoing,
15 and a small portion of it, I don't know exacts,
16 potentially two shareholders.

17 I'll also bring your attention to 24 hours
18 prior, to the best of my knowledge, there was a
19 substantial reduction in the actual payout which
20 conceivably would have been additional capital to
21 repay debts or renovate properties.

22 682. Q. And what about the New York trip in
23 July of 2022, before we ask some questions about
24 spending, at the Loews Hotel, about \$10,000,
25 roughly? Was that an appropriate expenditure at

May 6, 2024

DYLAN SUITOR - 237

1 that point in time?

2 A. Was that also in 2022?

3 683. Q. That was in July 2022.

4 A. So immediately following the Core
5 closing?

6 684. Q. When you knew you weren't getting as
7 much as you thought.

8 A. It still was one of the largest deal,
9 if not the largest deal that any of us had done
10 in our lives. So a business planning trip would
11 seem reasonable at that time.

12 685. Q. Wasn't this really more of a social
13 jaunt, though?

14 A. As mentioned, when at home, very
15 little do we have an opportunity to do business
16 planning uninterrupted, so...

17 686. Q. Throughout all of this business
18 planning, did anyone actually write down what the
19 applicants' assets and liabilities were?

20 A. I don't know.

21 687. Q. Wouldn't that be the most important
22 part of your business, figuring out what you got
23 and what you owe?

24 A. A lot of the conversation that I
25 remember was regarding a potential Core

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DYLAN SUITOR - 238

1 production partnership, and whatever that would
2 look like, I wasn't involved with the
3 conversations with Core, and I was getting
4 updated on what the future was looking like with
5 the production partnership or the additional
6 sales that Core was looking into or the
7 refinance.

8 688. Q. The July trip to Paris where there's
9 a 9,000-dollar charge at the Kimpton Hotel, was
10 that also business planning?

11 A. Yes. That was the group. As a group
12 we were, to the best of my knowledge, there
13 together, and it was -- our discussions always
14 were business.

15 689. Q. You couldn't accomplish the business
16 planning in New York; you had to go to Paris next
17 for business planning?

18 A. At that time.

19 690. Q. At that time?

20 A. Again, immediately following Core, a
21 different time than where we're at right now,
22 so...

23 691. Q. And we looked at your Interlude
24 financial statements earlier. You were losing
25 money, aside from the Core sale. The Core sale

May 6, 2024

DYLAN SUITOR - 239

1 was the only thing keeping you up above water.

2 Am I right?

3 A. As I mentioned, again, there was a
4 Core production partnership that was talked
5 about. So if Core was what made us money, as
6 insinuated, then I would assume that an
7 additional sale with Core would have also made us
8 money.

9 692. Q. You were anticipating another sale to
10 Core after Core had just knocked down the price
11 of your deal the night before?

12 A. Yes.

13 693. Q. Was an offer ever made in respect --

14 A. I don't know.

15 MR. PENDRITH: Okay. Could we have
16 production of whatever offers for, be they
17 binding or not binding, letters of intent or term
18 sheets or anything that came after the Core sale
19 as far as the second deal with Core?

20 REQ MR. PAYNE: I have your request.

21 MR. PENDRITH: Thank you.

22 BY MR. PENDRITH:

23 694. Q. Did you see any issue with using the
24 proceeds of new money to pay the interest on old
25 money? What I mean by that is if you had an

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DYLAN SUITOR - 240

1 existing mortgage loan or promissory note where
2 you had to pay interest on it and you didn't have
3 the money, was it okay to raise new money to pay
4 the interest on the old money?

5 A. From the beginning of this, the goal
6 is to buy properties, renovate those properties,
7 refinance and sell those properties for a profit.
8 Throughout that process, as I mentioned, my
9 understanding, especially at the beginning, was
10 that interest would accrue. Where it went from
11 there, I can't speak to.

12 695. Q. Was applicants or applicant money
13 ever used to pay the interest on borrowing by
14 non-applicant companies?

15 A. I don't know.

16 MR. PENDRITH: Could you make inquiries
17 and advise, please?

18 REQ MR. PAYNE: I have your request.

19 BY MR. PENDRITH:

20 696. Q. Can you explain to me why the
21 business you were running was not a Ponzi scheme?

22 MR. PAYNE: That's not a proper question.

23 MR. PENDRITH: Sure it is.

24 MR. PAYNE: Go ahead.

25 THE DEPONENT: As I mentioned multiple

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DYLAN SUITOR - 241

1 times, the business that we had was to buy
2 properties, renovate those properties and
3 refinance or sell those properties for a profit.
4 I don't agree that it's a Ponzi scheme. I don't
5 understand fully what the definition of a Ponzi
6 scheme is and I can't speak to that.

7 MR. PAYNE: Were you aware that Claire was
8 raising financing to pay old debt? Were you
9 aware she was doing that and if so, when did you
10 become aware of that?

11 THE DEPONENT: I'm aware of it now and I
12 only became aware of it more recently.

13 BY MR. PENDRITH:

14 697. Q. Sorry, how would you not be aware
15 that new money was coming in to pay old debt?
16 The applicants had -- it wasn't Claire who was
17 making those payments. It was the applicants who
18 were making payments, right?

19 A. Claire was making those payments.

20 698. Q. All of them?

21 A. I don't know the specifics. As I
22 mentioned, my understanding was interest accrues.
23 So where that came from, that's a Claire
24 question, not a me question.

25 699. Q. You had an individual lender, maybe

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DYLAN SUITOR - 242

1 they got a first mortgage. It's your belief that
2 Windrose was paying the interest on that mortgage
3 and then you were paying Windrose? Is that how
4 you thought things were occurring?

5 A. The mortgages for the most part I
6 believe we were making payments on. The
7 promissory notes were the ones that accrue. I
8 don't know the specifics off the top of my head.

9 700. Q. You're aware that there's promissory
10 notes with individuals, ones which are not with
11 Lion's Share?

12 A. I have recently come to learn that
13 Claire would go to whoever she went to and would
14 give options. At least it's my understanding
15 that she would give options to say you can invest
16 directly with the applicant or you can invest
17 through Claire and Claire will invest. That's
18 what I learned more recently.

19 701. Q. Lets look quickly at [REDACTED].
20 This is a promissory note and do you see it's
21 borrower is Interlude, personal guarantor is
22 Dylan Sutor, and then lender is [REDACTED]?

23 A. Yes.

24 702. Q. You see it's an individual lender?

25 A. I see that.

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DYLAN SUITOR - 243

1 703. Q. And you're aware that there were
2 other individual lenders?

3 A. I'm aware, yes.

4 704. Q. Interlude paid the individuals
5 directly, right?

6 A. I cannot say that every one of those
7 were paid directly. There will be a
8 corresponding promissory note, my estimation,
9 with the Lion's Share for whatever this cost
10 would be for the term of this loan that was also
11 issued and paid to **Lender Name**. That was my
12 understanding of it.

13 705. Q. Why would there be a promissory note
14 with the Lion's Share?

15 A. Because I understood it to be that
16 they accrue. I now understand that Claire would
17 make those payments on behalf of Interlude.

18 706. Q. Was Interlude ever directly paying
19 the lenders the interest on promissory notes?

20 A. I don't know for certain, but to the
21 best of my knowledge, they were not.

22 MR. PENDRITH: Let's mark this as the next
23 exhibit, please. Twenty-nine Hughes is the
24 address that it's in respect of, promissory note
25 loan renewal.

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DYLAN SUITOR - 244

1 EXHIBIT Z: 29 Hughes promissory note loan
2 renewal.

3 MR. PENDRITH: I'm going to take five more
4 minutes, if that's okay, and then we'll wrap up.

5 --- Off the record commencing 5:04 p.m.

6 --- Upon resuming 5:05 p.m.

7 BY MR. PENDRITH:

8 707. Q. I'm going to show you the Interlude
9 bank statement of August 31st, 2022, and I'm
10 looking at the cheque section. Do you see on the
11 screen, it just an example, anyway, there's
12 \$666.67 made to [Name] and [Lender Name], and
13 the notation on the cheque is 237 Wellington
14 Street.

15 Wasn't this an example of an interest
16 payment being made directly by Interlude to the
17 lender?

18 MR. PAYNE: Is this in respect of a first,
19 a second or a prom?

20 MR. PENDRITH: I don't know. I'm asking.

21 THE DEPONENT: I don't know.

22 BY MR. PENDRITH:

23 708. Q. Is it your handwriting on the cheque?

24 A. It is not.

25 709. Q. Do you know whose it is?

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1 A. I do not.

2 710. Q. Is it your handwriting on the cheque
3 to [Name], cheque number 1031 in the amount of \$992
4 for 406 Wallace? Is that your handwriting?

5 A. It is not.

6 MR. PAYNE: [Lender Name].

7 MR. FOSTER: So they're the first mortgage
8 lenders on that cheque, which I think Mr.
9 Suitor's evidence previously was that the first
10 mortgage loans would have been paid, those
11 interest payments were being made. Dylan, that's
12 correct?

13 THE DEPONENT: Correct. That's my
14 understanding.

15 BY MR. PENDRITH:

16 711. Q. Is that the case for all of these?
17 These are all firsts?

18 MR. PAYNE: There's no way he can answer
19 that sitting here as you're just scrolling
20 through a series of cheques.

21 THE DEPONENT: I can also say that Town of
22 Kirkland Lake is most likely not a first.

23 MR. FOSTER: That's probably not. I agree
24 with that. Michael I think --

25 THE DEPONENT: I know [Lender Name] is a

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1 lender. I don't know what he -- what that's for.

2 BY MR. PENDRITH:

3 712. Q. And if you need to take it away,
4 that's okay if you don't know, but I would like
5 to know whether or not payments were made
6 directly by the applicants and in particular,
7 your corporations, to promissory note lenders or
8 if in fact all the payments were made to Lion's
9 Share even when it's an individual who's the
10 lender.

11 REQ MR. PAYNE: We have that request.

12 MR. PENDRITH: Thank you.

13 Why was it, last question, why was it that
14 your -- sorry, let's make this an exhibit, the
15 Interlude August 2022 bank statement, please.

16 EXHIBIT AA: Interlude August 2022 bank
17 statement.

18 BY MR. PENDRITH:

19 713. Q. The non-applicant-related companies
20 that you own some real estate through, why is it
21 that they are not in the same situation as the
22 applicants as far as being in CCAA? What did you
23 do differently with those companies?

24 A. The Robby-related ones?

25 714. Q. Well, the ones we looked at, so --

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1 A. Can you be specific, please?

2 715. Q. Sure. Prospect, Upgrade, Up-Town
3 Funk, Old Thing Back.

4 A. Happy Town Housing was refinanced.
5 To the best of my knowledge, I believe it's with
6 BMO. Upgrade Housing was also refinanced. I
7 believe it was with Tandia. Those are completed
8 and rented properties, and there was a decision
9 just prior to CCAA that those should not be
10 included. I don't know who made that call. I
11 can't make that exact time or who. We were
12 following the guidance of the people that we were
13 getting information from and getting
14 representation.

15 716. Q. You mentioned that you thought that
16 if you had the Core holdback amount, and you
17 thought that was about three-and-a-half-million
18 dollars, but we won't hold you to that number,
19 that you would have been able to complete the
20 renovations for the applicants?

21 A. That was my understanding.

22 717. Q. And in your view, that would have
23 potentially changed the situation we're in now,
24 where we may not be in a CCAA?

25 A. To the best of my understanding, that

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1 could certainly have changed where we're at.

2 718. Q. Couldn't you say the same thing about
3 not paying \$2.6 million to Old Thing Back,
4 300,000 to Upgrade Housing and \$650,000 to
5 Prospect Real Estate?

6 MR. PAYNE: You're assuming that they
7 weren't used for the purpose that he said they
8 were. So it's not really a fair question.

9 MR. PENDRITH: It does happen to be about
10 three-and-a-half-million dollars.

11 MR. PAYNE: Okay. The numbers are
12 equivalent but he's told you what he understands
13 happened to those funds.

14 MR. PENDRITH: He actually hasn't told me
15 what he understands. He gave a speculative
16 answer about he thought maybe it could be
17 reimbursement for credit card payments. So I
18 don't want you to mischaracterize what he stated.

19 MR. PAYNE: Well, he told you what he
20 could tell you today and you can draw a
21 similarity between the two figures, but I don't
22 think you can treat the two figures equivalently
23 based on what he told you about those funds and
24 the fact that the Core funds never materialized.

25 MR. PENDRITH: Well, I'm not sure about

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1 that, but we're going to await for the answer,
2 which will hopefully shed some light.

3 Those are my questions. I appreciate
4 we're a little after five, so thank you for
5 staying late today. I appreciate it. Thank you,
6 counsel.

7 --- Whereupon interview is concluded 5:12 p.m.

8 I HEREBY CERTIFY THE FOREGOING
9 to be a true and accurate
10 transcription of my shorthand notes
11 to the best of my skill and ability.

12 _____
13 Susanna Massa, CSR
14 (Chartered Shorthand Reporter)

15 Reproductions of this transcript are in direct violation
16 of O.R. 587/91 of Administration of Justice Act
17 January 1, 1990 and are not certified without the
18 original signature of the Court Reporter



THE WINDROSE GROUP
A MORTGAGE ALLIANCE TEAM
LICENSE # 10530



PROMISSORY NOTE LOAN OPPORTUNITY

for Review – 642 Hamilton Road, London

PREPARED BY: Bronwyn Bullen
APPROVED BY: Claire Drage

This document is confidential and prepared specifically for your review as a potential investor. If you have any questions or need further clarification, please reach out for clarification.

We look forward to working with you and discussing the deal further.

YOUR OPPORTUNITY

We thoroughly endorse and approve these borrowers, Dylan Suitor and his corporation; they have proven themselves to be experienced, professional and ultimately successful and we have already provided their 1st mortgage financing on this property for the purchase. They are seeking a **\$100,000 Promissory Note Loan** at 17% to cover the renovations and carrying costs of this property until the refinance is complete.

DEAL SYNOPSIS

Loan Amount	\$100,000.00 to be used for renovations and carry costs
Term	Our client Dylan Suitor is seeking a Promissory Note Loan for a 1 year fully open term
Return & Payments to You	You will earn 17% annual interest compounding monthly that will be payable to you with monthly interest only payments of \$1,416.67
Property Location	The property is a 11 unit building located at 642 Hamilton Road, London Ontario
Current Value	\$1,788,888 Purchase Price Estimated After Repair/Completed Value to be \$3,000,000
Current Liens	1 st Private Mortgage of \$1,341,666
Loan to Value	Including the \$400,000 will be 58.05% based on after repair value of \$3,000,000
Strategy	Purchase, renovate, rent out with high quality tenants and then refinance with a major bank.
Advance Date (est.)	To Be Arranged

THE BORROWER



The borrower is (Corporation to be confirmed) with Dylan Suitor providing a personal guarantee.

Dylan is a veteran real estate investor whose focus is on the following strategies:

1. buy and flips in strong markets
2. buy-renovate-rent-refinance on small multi-family
3. buy-renovate-rent-refinance on large multi-family (5+ Units)
4. buy and hold turnkey properties

Over the years Dylan has amassed a large portfolio with more than 80+ properties and he has his sights on continued portfolio growth.

Our team has been working with Dylan for a number of years and he has demonstrated to us his ability to not only create a clear investment model but also adapt based on market and economic conditions. Dylan is also a realtor and runs his own growing team of successful investor focused agents. His commissions from his real estate business alone are \$950k+ per year and he is able to leverage that skill set to target strong markets and opportunities within that market including off market deals. Here is some information on Dylan as a realtor and his commitment to not only the community but the continued growth and mentorship of other realtors.

<http://www.elevationrealty.ca/about/dylan-suitor/>

Dylan's excellent knowledge of the investment market in specific cities such as St Catharines, Welland, Niagara and Sudbury has led to him creating a win-win scenario. His expertise is to clearly identify properties that are under market value and typically owned by tired landlords or home owners that have not kept the properties well maintained. He focuses on markets that can generate great cash flow with good market rents and low vacancy. The properties he seeks out are those that can be converted into multiple units and provide either a fellow investor with a turnkey rental (newly renovated with great pre-qualified tenants) or hold the property and create cash flow for his business. Some of the renovations are extensive with conversions into multi-family, adding additions etc., while others are more cosmetic. Dylan has a full time Project Manager to not only coordinate trades but keep each project moving forward. Even though Dylan is a high energy go getter and often works 16-18 hour days (we don't think he has an off switch!), he also appreciates the value of a quality power team so that he can efficiently scale up while producing a quality product – safe secure housing for Canadians! With an investor like Dylan who has many projects on the go at

any one time – in both acquisition, renovation, staging, listing, renting or sell – we have weekly, sometimes more, conference calls to keep up to date on each project and his on-going needs to continue to grow.

Dylan is very clear on his business model that he likes to share with all his investors:

Every house must fit all the following criteria:

- ✓ Purchased at 40-60% of the After Repair Value & Renovated to 70-75% of the After Repair Value and then Sold or refinanced at 100% of the After Repair Value
- ✓ 10% of the After Repair Value will be spent on the sale of the home OR 25% of the equity will remain in the home
- ✓ 7% minimum CAP rate obtained

What value do we bring to the table?

- ✓ Securing profitable homes that fit the model with vetted quality contractors to improve the homes
- ✓ Managing the marketing and selling of the homes via a competent Realtor (this is not always Dylan – he believes in utilizing his power team in each region)
- ✓ Value added renovations and ongoing improvements
- ✓ Providing a team to get the home financed if applicable
- ✓ Providing the necessary bookkeeping to determine profitability
- ✓ A proven track record in numerous areas of real estate investing
- ✓ Proven power team in each market

Over the last few years we have completed many loans and mortgages with Dylan, and we have helped support his continued growth in the strong markets he is in. He exemplifies everything we want in a borrower; payments made on time, smooth closings and an excellent business model.

On the regular updates we receive we have seen first-hand the quality and detail Dylan puts into each project. Dylan has an eye for opportunity with strong negotiating skills to create a win-win for both seller and buyer (him) while at the same time working with his Project Manager to push the projects forward and handle trades. When you renovate as many properties as he does it is so much easier to have not only economies of scale but a replicable model. For example, the flooring type, paint colours, kitchen design is consistent in a majority of his properties. His philosophy is that, the better the workmanship, the better-quality tenants it will attract. This strategy helps protect his and your investment for the long-term.

As they expand their portfolio their primary focus is on the **Buy-Renovate-Rent-Refinance-Rinse-Repeat** strategy (BRRRR). The current markets in Ontario specifically are split into two categories and different investment strategies work better in some rather than others as demonstrated below:

Primary Markets: These are the largest, densely populated housing markets that have a large and expanding population base typically of 100k+. The housing demand in these areas is split into two categories; principal homes (your regular home owners) and multi-family for real estate investors.

As our borrowers are real estate investors it is important to ensure that they understand the market, their end customer and that the numbers make sense ("emotion" won't pay the bills or their lenders like yourself back!). Supply and demand drives all markets and where there is high demand by regular home owners looking to buy a principal home, it drives the purchase price higher often leading to bidding wars and an "emotional price premium" paid by the buyer. Where this occurs, investors have to ensure the numbers make sense and as market rents are simply not high enough to create a cash-flowing property, they typically look to these markets for the **Flip** strategy or **BRRRR Conversion** (major renovations and adding additional income generating units). With the Flip, their end customer is that regular home buyer and they can renovate and market the property accordingly (adding more bathrooms, bedrooms, open plan living, home office space etc.). However, this only works if they can purchase the property at a reasonable price (often thru wholesalers, privately, or because the property needs a lot of work that regular buyers aren't interested in or cannot see beyond!) – creating enough money in the buy, room for contingencies (cost overrun's, long closings, permits being issued etc.), covering carrying costs and having a clear time-line to sell. The primary strategy for our borrowers is to **BRRRR** and so they are typically not in these primary markets but secondary instead.



Portfolio Snapshot

Check out this list of some of his **current Flips and Buy-Renovate-Rent-Refinance** on the go that we have been involved in under **Interlude Inc** – you can see some great history and a clear pattern of his specific niche. We have also highlighted below the volume and holdings in other Corporations owned by Dylan Suitor that we have been involved in. Dylan's strategy is to maximise holdings in each corporation ensuring they are not over leveraged while also benefiting from the tax benefits of corporate

holdings. See **Past Projects** at the back of this information package for a summary of some of the projects that have already been completed with us:

Interlude Inc			Incorporated: November 13, 2020	
Properties	Purchase Price	Current Value	Rental Income	Overall Status
Total No.	Total	Total	Monthly	
107	\$27,447,550	\$44,628,000	\$108,385.99	39% Under Renovation 61% Completed & Rented

Other Corporations and Current Portfolio Strength:

Neat Nests Inc.			Incorporated: March 1, 2019	
Properties	Purchase Price	Current Value	Rental Income	Overall Status
Total No.	Total	Total	Monthly	
8	\$5,502,500	\$10,825,000	\$45,050.70	62.50% Under Renovation 0% Being Refinanced 37.50% Completed & Rented

Home Town Housing Inc.			Incorporated: March 1, 2019	
Properties	Purchase Price	Current Value	Rental Income	Overall Status
Total No.	Total	Total	Monthly	
18	\$3,180,000	\$10,168,000	\$45,195	11.12% Under Renovation 0% Being Refinanced 88.88% Completed & Rented

Horses In the Back Inc.			Incorporated: July 24, 2020	
Properties Total No.	Purchase Price Total	Current Value Total	Rental Income Monthly	Overall Status
3	\$965,000	\$1,900,000	\$9,556	33.33% Under Renovation 0% Being Refinanced 66.67% Completed & Rented

Old Thing Back Inc.			Incorporated: April 19, 2013	
Properties Total No.	Purchase Price Total	Current Value Total	Rental Income Monthly	Overall Status
4	\$871,000	\$2,315,000	\$10,800	75% Under Renovation 0% Being Refinanced 25% Completed & Rented

Up-Town Funk Inc.			Incorporated: March 5, 2019	
Properties Total No.	Purchase Price Total	Current Value Total	Rental Income Monthly	Overall Status
31	\$5,035,500	\$10,655,000	\$8,250.00	5% Under Renovation 0% Being Refinanced 95% Completed & Rented

Upgrade Housing Inc.			Incorporated: March 5, 2019	
Properties Total No.	Purchase Price Total	Current Value Total	Rental Income Monthly	Overall Status
34	\$7,222,411	\$12,741,000	\$79,158	5% Under Renovation 95% Being Refinanced 95% Completed & Rented

Dylan is very active on social media and enjoys sharing his experiences and progress especially with his investors who help support these projects. Check them out as well as stay connected as you watch the progress of your investment:

- Facebook: <https://www.facebook.com/people/Dylan-Suitor>
- Instagram: https://www.instagram.com/dylansuitorelevate_realtor/
- LinkedIn: <https://www.linkedin.com/in/dylan-suitor-34573046/>

Credit Worthiness: Dylan has a strong credit score of 803 which is excellent –with little debt, no late payments and accounts are paid in full at the end of the month.

Reason for Funds: This promissory note loan request is for the renovations and carrying costs of this specific project.

THE PROPERTY

Property & Strategy: The property is a 11 unit building located at 642 Hamilton Road in London Ontario. The goal is to purchase, renovate, rent to quality tenants and then refinance with a major bank. The end result being a single family home that has 20% equity while creating monthly cash flow for Aruba and Robert.

Purchase Price: \$1,788,888.00

Renovations and Estimated Costs: \$150,000. This Promissory Note Loan will be used to cover the renovations and carry costs of the property until it is successfully fully rented and the refinance is underway.

After Repair Value: \$3,000,000 based on comparable properties in the area.

Expected Market Rents: \$1,000 - \$1,800 per month x 11 units creating positive cash flow after refinancing with a major bank at best rates, 30 year amortization and leaving 20% equity remaining.

THE TERMS

- \$100,000.00 borrowed for a 1 Year fully open with the possibility to extend for another two months only if the property doesn't sell – although unlikely and as mentioned earlier it will likely be paid out sooner
- Annual Interest rate of return of 17%
- You will earn 17% annual interest compounding monthly that will be payable to you with monthly interest only payments of \$1,416.67
- If an extension on the term at renewal is not provided and if the loan is not re-paid

in full within 1 year of advance, an additional fee/penalty will apply along with an increase in the interest rate.

- All fees and costs incurred by the lender will be paid for by the borrower if not repaid within 1 year fully open i.e. title registration fees, legal fees etc.
- A \$1,000.00 fee will be payable by the borrowers on advance to Claire Drage for underwriting and facilitating this loan.
- Claire Drage will follow up with all parties to ensure the terms of this agreement are upheld right until full repayment to you, the investor, and then, with your permission, we rinse and repeat.

Dylan is using these funds to renovate his latest project as described herein – once the renovations are complete Dylan will be renting and then we will refinance with a major bank. We will advance the funds as follows:

1. \$1,000.00 Fee sent by e-transfer to investor@thewindrosegroup.ca from the lender
2. \$99,000.00 net advance to be transferred into the borrower's bank account

Balance owing at the end of the one year is \$100,000.00 plus any accrued interest or fees detailed herein.

SECURITY

A personal guarantee is being offered by our client, (to be confirmed), with Dylan SUITOR providing a personal guarantee, and may be registered with a General Securities Agreement in the event of a default in repayment of this loan. We also add a clause into our loan agreement that means that a lien can be placed on title on **all** properties owned by the borrowers, not just one specific property.

EXIT STRATEGY

Your funds will be fully repaid on the anticipated exit strategy which is to complete the renovations, fill the property with good quality tenants at or above market rent and then refinancing with a major bank within the term of this loan.

PAST PROJECTS

Here is an example of some of the past projects we have been involved with and have been completed by the borrowers:

Location: 75 Queenston, St Catharines
Strategy: Triplex Renovation and Rent
Purchase Price: \$230,000
Renovations: \$70,000
New Appraised Value: \$440,000

Location: 92 Lake St. Catherines
Strategy: Single Family to Duplex and Rent
Purchase Price: \$205,000
Renovations: \$100,000
New Appraised Value: \$440,000

Location: 454 Burton, Sudbury
Strategy: Duplex to Triplex and Rent
Purchase Price: \$195,000
Renovations: \$50,000
New Appraised Value: \$300,000

Claire with Dylan – Rent to Own Seminar



KW Award for Top Producer



BEFORE AND AFTER



Address	City	Tenanted/Vacant	Seller Corporation Ownership	1st Mortgage Debt	2nd Mortgage Debt	Unregistered Debt	Prom Note Commentary	Reason for Listing	Listing Agent Representative
196 Wilson Avenue	Timmins	Fully Vacant	Interlude Inc.	\$89,000.00	\$0.00	\$219,524.23	Combo	Reno Cost Too High	Name - Unknown
59 Riverside	Niagara Region	Fully Vacant	Horses In The Back Inc.	\$370,000.00	\$0.00	\$117,600.00	Combo	Reno Cost Too High	Dylan Suitor
84 Strachan Avenue	Timmins	Fully Vacant	DSPLN Inc.	\$93,804.00	\$0.00	\$41,023.05	Closing Costs and Shortfall	Reno Cost Too High	Name - Unknown
303 River Road	Sault Ste Marie	Fully Tenanted	Interlude Inc.	\$751,935.04	\$0.00	\$16,485.38	Closing Costs and Shortfall	Power of Sale Notice	Name - Unknown
3 Water	Niagara Region	Fully Tenanted	Neat Nests Inc.	\$720,000.00	\$0.00	\$2,925,425.00	Combo	Power of Sale Notice	Dylan Suitor
644 Wellington Street East	Sault Ste Marie	Fully Vacant	Interlude Inc.	\$218,500.00	\$0.00	\$188,798.43	Combo	Reno Cost Too High	Name - Unknown
272 Birch Street North	Timmins	Fully Vacant	Joint Captain Real Estate Inc.	\$137,250.00	\$0.00	\$203,833.32	Combo	Reno Cost Too High	Name - Unknown
1216 Dollard Avenue	Sudbury	Fully Tenanted	DSPLN INC	\$214,400.00	\$0.00	\$52,027.14	Closing Costs and Shortfall	Good Equity	Name - Unknown
63 Walnut Street	Sault Ste Marie	Fully Vacant	DSPLN Inc.	\$130,000.00	\$0.00	\$28,813.02	Closing Costs and Shortfall	Reno Cost Too High	Name - Unknown
29 Hughes Street	Sault Ste Marie	Fully Vacant	Interlude Inc.	\$98,000.00	\$0.00	\$80,471.41	Combo	Reno Cost Too High	Name - Unknown
Address	Sudbury	Fully Vacant	Interlude Inc.	\$188,000.00	\$59,500.00	\$239,519.53	Combo	Reno Cost Too High	Dylan Suitor
287 4th Avenue	Sault Ste Marie	Partially Tenanted	Interlude Inc.	\$103,900.00	\$0.00	\$43,105.06	Closing Costs and Shortfall	Reno Cost Too High	Name - Unknown
894 Bonney Street	Sault Ste Marie	Fully Vacant	Interlude Inc.	\$110,000.00	\$0.00	\$320,959.09	Combo	Reno Cost Too High	Name - Unknown
17 Baker Street	Sudbury	Fully Vacant	Interlude Inc.	\$161,729.00	\$58,271.00	\$309,185.00	Combo	Reno Cost Too High	Name - Unknown
200 King	Niagara Region	Partially Tenanted	Neat Nests Inc.	\$720,000.00	\$0.00	\$0.00	N/A	Reno Cost Too High	Dylan Suitor
363 McNeill Boulevard	Sudbury	Fully Vacant	Interlude Inc.	\$152,000.00	\$72,250.00	\$62,037.36	Closing Costs and Shortfall	Reno Cost Too High	Name - Unknown
128 Dufferin Street	Sudbury	Fully Vacant	Interlude Inc.	\$225,000.00	\$60,000.00	\$275,950.87	Combo	Reno Cost Too High	Dylan Suitor

Address	Brokerage of Representation	Total Listing Commission	Dylan Received Compensation	Date Listed	# of Offers	CMA Date	Original CMA Value	Original List Price	Buying Agent Representative	Brokerage of Representation
196 Wilson Avenue	Royal LePage Royal Lepage Northern Realty Leaders	5%+HST	N/A	06/12/2023	-	06/06/2023	\$110,000.00	\$99,900.00	Name - Unknown	Royal LePage Royal Lepage Northern Realty Leaders
59 Riverside	Keller Williams Co-Elevation	5%+HST	75% of the listing 2.5%+HST	06/01/2023	21	05/05/2023	\$500,000.00	\$199,999.00	Name - Unknown	Realty Executives Plus
84 Strachan Avenue	Royal LePage Royal Lepage Northern Realty Leaders	5%+HST	N/A	05/25/2023	-	05-23-2023	\$159,000.00	\$159,900.00	Name - Unknown	ROYAL LEPAGE NORTHERN REALTY
303 River Road	ReMax Sault Ste Marie Realty	5%+HST	N/A	18/07/2023	-	N/A	\$899,000.00	\$879,000.00	Name - Unknown	Century 21 Choice Realty
3 Water	Keller Williams Signature	5%+HST	100% of the listing 2.5%+HST	06/14/2023	1	07/25/2023	\$1,000,000.00	\$1,200,000.00	Name - Unknown	Keller Williams Signature
644 Wellington Street East	ReMax Sault Ste Marie Realty	5%+HST	N/A	09/11/2023	-	09/05/2023	\$249,000.00	\$249,900.00	Name - Unknown	Exit Realty True North
272 Birch Street North	Royal LePage Royal Lepage Northern Realty Leaders	5%+HST	N/A	09/15/2023	-	06/13/2023	\$159,000.00	\$149,900.00	Name Unknown	ReMax Crown Realty
1216 Dollard Avenue	eXp Realty	5%+HST	N/A	08/01/2023	-	N/A	\$400,000.00	\$429,900.00	Name - Unknown	PG Direct Realty
63 Walnut Street	ReMax Sault Ste Marie Realty	5%+HST	N/A	09/10/2023	-	09/06/2023	\$139,000.00	\$139,000.00	Name - Unknown	Exit Realty True North
29 Hughes Street	ReMax Sault Ste Marie Realty	5%+HST	N/A	04/24/2023	-	N/A	\$89,000.00	\$109,900.00	Name - Unknown	Century 21 Choice Realty
Address	Keller Williams Signature	5%+HST	100% of the listing 2.5%+HST	09/19/2023	1	08/11/2023	\$200,000.00	\$329,000.00	Dylan Suitor	Keller Williams Signature
287 4th Avenue	ReMax Sault Ste Marie Realty	5%+HST	N/A	09/25/2023	-	09/19/2023	\$150,000.00	\$150,000.00	Name - Unknown	Century 21 Choice Realty
894 Bonney Street	ReMax Sault Ste Marie Realty	5%+HST	N/A	09/14/2023	-	09/07/2023	\$100,000.00	\$115,000.00	Name - Unknown	ReMax Sault Ste Marie Realty
17 Baker Street	eXp Realty	5%+HST	30% of the listing 2.5%+HST	08/31/2023	1	08/11/2023	\$300,000.00	\$300,000.00	Dylan Suitor	Keller Williams Signature
200 King	Keller Williams Signature	5%+HST	100% of the listing 2.5%+HST	N/A	2	06/30/2023	\$1,200,000.00	\$1,400,000.00	Dylan Suitor	Keller Williams Signature
363 McNeill Boulevard	eXp Realty	5%+HST	30% of the listing 2.5%+HST	08/22/2023	4	08/11/2023	\$200,000.00	\$200,000.00	Dylan Suitor	Keller Williams Signature
128 Dufferin Street	Keller Williams Signature	5%+HST	100% of the listing 2.5%+HST	09/20/2023	1	08/11/2023	\$330,000.00	\$319,900.00	Dylan Suitor	Keller Williams Signature

Address	Dylan Received Compensation	Ownership or Financial Interest of the Applicants or Their Directors/Officers in Buyer Corporation	Buyer Corporation Ownership	Sale Price	Payment to Green Lily Management Inc.	Closing Date	Did Windrose Finance New Buyer?	Mortgage Payout Statement	Were 1st Mortgages Paid in Full?
196 Wilson Avenue	N/A	None	Name - Unknown	\$95,000.00	\$0.00	07/27/2023	No	Yes	Yes
59 Riverside	N/A	None	Name - Unknown	\$450,000.00	\$0.00	08/04/2023	No	Yes	Yes
84 Strachan Avenue	N/A	None	Name - Unknown	\$127,000.00	\$0.00	8-25-2023	No	Yes	Yes
303 River Road	N/A	None	Name - Unknown	\$845,000.00	\$0.00	09/01/2023	No	Yes	Yes
3 Water	75% of the buying 2.5%+HST	None	Name - Unknown	\$820,000.00	\$0.00	10/06/2023	No	Yes	Yes
644 Wellington Street East	N/A	None	15266262 Canada Inc.	\$260,000.00	\$0.00	10/17/2023	No	Yes	No
272 Birch Street North	N/A	None	Name - Unknown	\$123,000.00	\$0.00	10-27-2023	No	Yes	Yes
1216 Dollard Avenue	N/A	None	Names - Unknown	\$380,000.00	\$0.00	11-02-2023	No	Yes	Yes
63 Walnut Street	N/A	None	15417899 Canada Inc. Name - Unknown	\$125,000.00	\$0.00	11-7-2023	No	Yes	Yes
29 Hughes Street	N/A	None	12853370 Canada Inc.	\$90,000.00	\$0.00	11/08/2023	No	Yes	No
Address	100% of the buying 2.5%+HST	None	MTDS Investments Inc.	\$325,000.00	\$75,000.00	12/6/2023	Yes	Yes	Yes
287 4th Avenue	N/A	None	Name - Unknown	\$145,000.00	\$0.00	12/08/2023	No	Yes	Yes
894 Bonney Street	N/A	None	Name - Unknown	\$97,000.00	\$0.00	12/20/2023	No	Yes	Yes
17 Baker Street	100% of the buying 2.5%+HST	None	MTDS Investments Inc.	\$300,000.00	\$75,000.00	12/22/2023	Yes	Yes	Yes
200 King	100% of the buying 2.5%+HST	None	MT DeeZ Inc	\$970,000.00	\$0.00	01/04/2024	Yes	Yes	Yes
363 McNeill Boulevard	100% of the buying 2.5%+HST	None	MTDS Investments Inc.	\$290,000.00	\$75,000.00	01/05/2024	Yes	Yes	Yes
128 Dufferin Street	100% of the buying 2.5%+HST	None	MTDS Investments Inc.	\$380,000.00	\$50,000.00	1/16/2024	No	Yes	Yes

Address	Were 2nd Mortgages Paid in Full?	Use of Surplus Proceeds
196 Wilson Avenue	Not Applicable	Shortfall, \$17,296.63 was taken from Pink Flamingo refi, \$695.73 was taken from 118 Kathleen refinance (Hometown Housing)
59 Riverside	Not Applicable	Shortfall, \$21,179.20 was sent from Conduit Asset Management (on behalf of Prospect Real Estate Holdings Inc), \$273.69 came from Interlude
84 Strachan Avenue	Not Applicable	Surplus, renovations and property expenses. \$10,400 back to DSPLN
303 River Road	Not Applicable	Surplus, renovations and property expenses. \$25,020.33 back to Interlude
3 Water	Not Applicable	Shortfall, \$136.78 was held back to Elevation for paying the cost of fire inspections to get the sale closed
644 Wellington Street East	Not Applicable	Shortfall, still owe 1st mortgage lender [Lender Name] roughly \$23,500
272 Birch Street North	Not Applicable	No excess funds. Shortfall on closing which was taken from a refinance of another mortgage in the corp. \$39,299.30 redirected from 582 Government Road - Both in the same corp
1216 Dollard Avenue	Not Applicable	Renovations/expenses on other properties and to pay the shortfall on the closing for 63 walnut. \$101,329.50 back to DSPLN
63 Walnut Street	Not Applicable	No excess funds. The shortfall on closing was taken from the surplus on the closing of 1216 dollard (\$23,260.04 was the shortfall taken from Dollard)
29 Hughes Street	Not Applicable	Shortfall, still owe 1st mortgage lender [Lender Name] roughly \$33,780
Address	Partially	Shortfall, \$5966.62 came from 287 Fourth closing that same week. Negotiation with LIFT Capital for partial 2nd mortgage payment of a blanket charge for discharge
287 4th Avenue	Not Applicable	Surplus, used to cover [Address] shortfall and excess \$9793.94 stayed in lawyers trust account for future closings
894 Bonney Street	Not Applicable	Shortfall, \$25,538.57 taken from 17 Baker which closed 2 days later
17 Baker Street	Partially	Surplus, \$9949.64 used towards Interlude closings. Negotiation with LIFT Capital for partial 2nd mortgage payment of a blanket charge for discharge
200 King	Not Applicable	Surplus, \$23,803.21 used towards Interlude closings
363 McNeill Boulevard	Partially	Shortfall, \$1424.53 taken from other Interlude closings. Negotiation with LIFT Capital for partial 2nd mortgage payment of a blanket charge for discharge
128 Dufferin Street	Partially	Surplus, \$7968.38 used towards Interlude closings. Negotiation with LIFT Capital for partial 2nd mortgage payment of a blanket charge for discharge

IN THE MATTER OF title to:

Part Lot 14, Plan M103
403 Lloyd Street, Sudbury

AND IN THE MATTER OF the mortgage thereof
from INTERLUDE INC. in favour of Name - Unknown
and Name - Unknown

I, Dylan Sultor, Director of INTERLUDE INC., SOLEMNLY DECLARE that:

1. INTERLUDE INC. is the absolute owner of the above mentioned lands and either personally or by its tenants has been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the houses and other buildings used in connection therewith throughout its period of ownership of the property.
2. I am not aware of any person or corporation having any claim or interest in the said lands or any part thereof adverse to or inconsistent with registered title and am positive that none exists.
3. Possession and occupation of the above lands by the mortgagor have been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as I know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.
4. To the best of my knowledge and belief, the buildings used in connection with the premises are situate wholly within the limits of the lands above described, and there is no dispute as to the boundaries of the said lands. Except as may be registered on title, I have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.
5. INTERLUDE INC. does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the lands being mortgaged or charged in the subject transaction.
6. INTERLUDE INC. is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada) and nor will INTERLUDE INC. be a non-resident of Canada at the time of closing.
7. No part of the loan proceeds will be used to finance any alterations, addition or repair to any existing building on the Property, or any construction, erection or other permanent installation on the Property.
8. There has been and there will be no work performed or materials supplied to the Property which could give rise to the right of anyone to claim a lien against the property pursuant to the *Construction Lien Act*, or any other amendments thereto.
9. There is not currently and nor has there been within the past 45 days, any construction, alterations, renovations improvements or building materials supplied to the subject property.
10. No part of the Property will be used for any illegal or criminal purpose, including but not limited to use as a grow-house operation.
11. The Property will not be owner occupied as my principal residence and the Property will be rented out.
12. All taxes and any local improvement rates on the Property, including interest and penalties, have been paid and are up to date.

13. There are no judgments or executions against the undersigned and so far as I know, there are none affecting the Property.
14. I have neither made an assignment in bankruptcy for the general benefit of my creditors, or filed a proposal, or have served upon the undersigned a petition for such an order, pursuant to the provisions of the *Bankruptcy and Insolvency Act*, nor it is an undischarged bankrupt under said Act.
15. There are no unregistered leases, agreements to lease, or options to purchase the Property, and any Restrictive Covenants, if applicable, have been fully complied with.
16. To the best of our knowledge and belief, the subject property has not been insulated with urea-formaldehyde foam insulation.
17. The 2021 taxes and previous years taxes have been paid in full. The current year's taxes are paid up to date.
18. All utilities being gas, hydro and water expenses have been paid up to date.
19. There will be no secondary mortgages/ charges registered against the subject property.
20. INTERLUDE INC. does not owe any monies to Revenue Canada for any GST/ PST filings. Revenue Canada is paid up to date.
21. INTERLUDE INC. is up to date with all filings.
22. INTERLUDE INC. is aware that the Lender is relying upon this Statutory Declaration and the facts stated therein in advancing funds under this loan and We are the Director and Director respectively of INTERLUDE INC., further aware that the Lender has agreed to make the above-mentioned loan based, in part, and in reliance upon the truth and complete accuracy of the foregoing.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me
at the City of Mississauga
in the Regional Municipality of Peel
this 7th day of September
2022.

[REDACTED]
Signature - Unknown

DocuSigned by:
Dylan Suitor
369876E719C24C0
Dylan Suitor

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 5393 SEC SES; PT LT 14 PL M103 MCKIM; PT LT 15 PL M103 MCKIM PT 12, 13, 53R14788; GREATER SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2003/09/22

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED)	**			
53R14788	1993/12/08	PLAN REFERENCE				C
SD461370	2022/09/22	TRANSFER	\$219,900	Individual Names	INTERLUDE INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
SD461802	2022/09/28	CHARGE	\$175,200	INTERLUDE INC.	Individual Names	C
SD461803	2022/09/28	NO ASSGN RENT GEN		INTERLUDE INC.		C
		REMARKS: SD461802.				
SD471070	2023/02/17	CHARGE	\$515,000	INTERLUDE INC.	LIFT CAPITAL INCORPORATED	C
					Individual Names	
SD471071	2023/02/17	NO ASSGN RENT GEN		INTERLUDE INC.	LIFT CAPITAL INCORPORATED	C
		REMARKS: SD471070			Individual Names	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Owner Statement

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Lease Charges January 2024

Property Name	Date	Period	Person/Description	Debit	Credit
4500			Rent - Residential		
455 Percy Avenue	01/01/2024	01/2024	Names of Renters	0.00	1,845.00
432 Bessie Avenue	01/01/2024	01/2024		0.00	2,100.00
430 Toke Street	01/01/2024	01/2024		0.00	1,896.25
382 Wilson Avenue	01/01/2024	01/2024		0.00	2,350.00
363 7th Avenue	01/01/2024	01/2024		0.00	1,845.00
355 Franklin Street	01/01/2024	01/2024		0.00	1,947.50
236 Birch Street North	01/01/2024	01/2024		0.00	1,845.00
156 Cameron Street North	01/01/2024	01/2024		0.00	2,000.00
137 Rea Street North	01/01/2024	01/2024		0.00	2,357.50
88 Wallace Terrace	01/01/2024	01/2024		0.00	2,000.00
88 Wallace Terrace	01/01/2024	01/2024		0.00	50.00
67 Government Road East	01/01/2024	01/2024		0.00	743.13
67 Government Road East	01/01/2024	01/2024		0.00	768.75
67 Government Road East	01/01/2024	01/2024		0.00	871.25
67 Government Road East	01/01/2024	01/2024		0.00	871.25
67 Government Road East	01/01/2024	01/2024		0.00	922.50
67 Government Road East	01/01/2024	01/2024		0.00	1,100.00
67 Government Road East	01/01/2024	01/2024		0.00	27.50
44 Cameron Avenue	01/01/2024	01/2024		0.00	1,750.00
35 Walnut Street	01/01/2024	01/2024		0.00	1,700.00
6 Spruce Street	01/01/2024	01/2024		0.00	1,600.00
6 Spruce Street	01/01/2024	01/2024		0.00	40.00
690 Pine Street	01/01/2024	01/2024		0.00	820.00
690 Pine Street	01/01/2024	01/2024		0.00	973.75
690 Pine Street	01/01/2024	01/2024		0.00	551.45
690 Pine Street	01/01/2024	01/2024		0.00	794.38
557-561 Norman Street	01/01/2024	01/2024		0.00	820.00
557-561 Norman Street	01/01/2024	01/2024		0.00	768.75
557-561 Norman Street	01/01/2024	01/2024		0.00	768.75
557-561 Norman Street	01/01/2024	01/2024		0.00	1,025.00
536 Montague Avenue	01/01/2024	01/2024		0.00	584.25
Address	01/01/2024	01/2024		0.00	794.38
Address	01/01/2024	01/2024		0.00	950.00
454 Eva Avenue	01/01/2024	01/2024		0.00	1,300.00
454 Eva Avenue	01/01/2024	01/2024		0.00	1,300.00
454 Eva Avenue	01/01/2024	01/2024		0.00	1,300.00
452 Dupont Street	01/01/2024	01/2024		0.00	1,019.88
452 Dupont Street	01/01/2024	01/2024		0.00	609.96
452 Dupont Street	01/01/2024	01/2024		0.00	820.00
445 Bessie Avenue	01/01/2024	01/2024		0.00	1,750.00
428 Wellington Street East	01/01/2024	01/2024		0.00	1,582.00
428 Wellington Street East	01/01/2024	01/2024		0.00	1,250.00
406 Wallace Terrace	01/01/2024	01/2024		0.00	922.50
276-280 Mountjoy Street South	01/01/2024	01/2024		0.00	871.25
276-280 Mountjoy Street South	01/01/2024	01/2024		0.00	458.22
276-280 Mountjoy Street South	01/01/2024	01/2024		0.00	922.50
276-280 Mountjoy Street South	01/01/2024	01/2024		0.00	871.25
276-280 Mountjoy Street South	01/01/2024	01/2024		0.00	850.00
269 Kimberly Avenue	01/01/2024	01/2024		0.00	820.00
269 Kimberly Avenue	01/01/2024	01/2024		0.00	768.75
262-264 Tamarack Street	01/01/2024	01/2024		0.00	922.50
262-264 Tamarack Street	01/01/2024	01/2024		0.00	768.75
262-264 Tamarack Street	01/01/2024	01/2024		0.00	1,230.00
262-264 Tamarack Street	01/01/2024	01/2024		0.00	850.00
257 Jean Street	01/01/2024	01/2024		0.00	973.75
179 Montgomery Avenue	01/01/2024	01/2024		0.00	922.50
179 Montgomery Avenue	01/01/2024	01/2024		0.00	768.75
179 Montgomery Avenue	01/01/2024	01/2024		0.00	1,250.00
179 Montgomery Avenue	01/01/2024	01/2024		0.00	2,000.00
107 Breton Road	01/01/2024	01/2024		0.00	871.25
107 Breton Road	01/01/2024	01/2024		0.00	922.50
107 Breton Road	01/01/2024	01/2024		0.00	1,025.00
107 Breton Road	01/01/2024	01/2024		0.00	659.19
92 Prospect Avenue	01/01/2024	01/2024		0.00	549.69
92 Prospect Avenue	01/01/2024	01/2024		0.00	556.29
74-76 Prospect Avenue	01/01/2024	01/2024		0.00	824.65
74-76 Prospect Avenue	01/01/2024	01/2024		0.00	635.58
74-76 Prospect Avenue	01/01/2024	01/2024		0.00	1,009.63
74-76 Prospect Avenue	01/01/2024	01/2024		0.00	686.64
74-76 Prospect Avenue	01/01/2024	01/2024		0.00	777.98
74-76 Prospect Avenue	01/01/2024	01/2024		0.00	950.00
74-76 Prospect Avenue	01/01/2024	01/2024		0.00	23.75
49 Dale Avenue	01/01/2024	01/2024		0.00	871.25
49 Dale Avenue	01/01/2024	01/2024		0.00	1,230.00
49 Dale Avenue	01/01/2024	01/2024		0.00	1,800.00
40 Crescent Avenue	01/01/2024	01/2024		0.00	1,127.50
40 Crescent Avenue	01/01/2024	01/2024		0.00	1,200.00
166 Maple Street South	01/01/2024	01/2024		0.00	2,000.00



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180 Glasgow Avenue	01/01/2024	01/2024
344 Pine Street South	01/01/2024	01/2024
360 Cedar Street South	01/01/2024	01/2024
210 Dale Avenue	01/01/2024	01/2024
491 Second Line West	01/01/2024	01/2024
491 Second Line West	01/01/2024	01/2024
491 Second Line West	01/01/2024	01/2024
491 Second Line West	01/01/2024	01/2024
94 6th Avenue	01/01/2024	01/2024
374 Elm Street South	01/01/2024	01/2024
225 Waterloo Road	01/01/2024	01/2024
150 Maple Street North	01/01/2024	01/2024
62 Sterling Avenue West	01/01/2024	01/2024
8 Grosvenor Avenue	01/01/2024	01/2024
10 Wilson Avenue	01/01/2024	01/2024
73 Croatia Avenue	01/01/2024	01/2024
25 Elmwood Drive	01/01/2024	01/2024
91 Greene Street	01/01/2024	01/2024
463-465 Pine Street South	01/01/2024	01/2024
337-345 Preston Street	01/01/2024	01/2024
6128 King Street	01/01/2024	01/2024
6128 King Street	01/01/2024	01/2024
6128 King Street	01/01/2024	01/2024
6128 King Street	01/01/2024	01/2024
72 Wende Avenue	01/01/2024	01/2024
51 Laurier Avenue	01/01/2024	01/2024
348 Maple Street South	01/01/2024	01/2024
348 Maple Street South	01/01/2024	01/2024
9 Prospectors Street	01/01/2024	01/2024
348 1st Avenue	01/01/2024	01/2024
45 Woods Street	01/01/2024	01/2024
374 Struthers Street	01/01/2024	01/2024
240 Elm Street North	01/01/2024	01/2024
240 Elm Street North	01/01/2024	01/2024
240 Elm Street North	01/01/2024	01/2024
31 Windsor Avenue	01/01/2024	01/2024
129 Kent Avenue	01/01/2024	01/2024
129 Kent Avenue	01/01/2024	01/2024
129 Kent Avenue	01/01/2024	01/2024
129 Kent Avenue	01/01/2024	01/2024
129 Kent Avenue	01/01/2024	01/2024
221 Balsam Street South	01/01/2024	01/2024
221 Balsam Street South	01/01/2024	01/2024
170 Kent Avenue	01/01/2024	01/2024
170 Kent Avenue	01/01/2024	01/2024
43 Crescent Avenue	01/01/2024	01/2024
329 Goulais Avenue	01/01/2024	01/2024
47 Queen Street	01/01/2024	01/2024
550 Spooner Drive	01/01/2024	01/2024
6 Bloor Street	01/01/2024	01/2024
6 Bloor Street	01/01/2024	01/2024
403 Lloyd Street	01/01/2024	01/2024
320-322 Doncaster Road	01/01/2024	01/2024
320-322 Doncaster Road	01/01/2024	01/2024
386 James Street	01/01/2024	01/2024

Names of Renters	0.00	1,192.90
	0.00	2,200.00
	0.00	1,800.00
	0.00	984.00
	0.00	1,025.00
	0.00	841.53
	0.00	989.13
	0.00	798.48
	0.00	973.75
	0.00	1,025.00
	0.00	1,947.50
	0.00	1,947.50
	0.00	1,850.00
	0.00	1,800.00
	0.00	1,537.50
	0.00	1,435.00
	0.00	1,800.00
	0.00	1,845.00
	0.00	973.75
	0.00	1,127.50
	0.00	845.63
	0.00	845.63
	0.00	773.88
	0.00	1,250.00
	0.00	2,050.00
	0.00	1,947.50
	0.00	2,300.00
	0.00	57.50
	0.00	1,750.00
	0.00	1,896.25
	0.00	1,640.00
	0.00	1,845.00
	0.00	666.25
	0.00	820.00
	0.00	1,200.00
	0.00	30.00
	0.00	717.50
	0.00	871.25
	0.00	594.50
	0.00	1,100.00
0.00	1,350.00	
0.00	1,350.00	
0.00	1,537.50	
0.00	1,100.00	
0.00	717.50	
0.00	1,800.00	
0.00	1,850.00	
0.00	1,750.00	
0.00	2,000.00	
0.00	2,100.00	
0.00	1,550.00	
0.00	1,332.50	
0.00	1,900.00	
0.00	2,000.00	
0.00	2,000.00	
0.00	1,200.00	

Total lease: 161,136.73

Funds Received January 2024

Date	Reference	Property	Payee/Payer	Notes	Income
1/1/2024	:ACH-1	452 Dupont Street	Names of Renters	Pre-Authorized Payment. Roommate Renter (r0000121)	24.16
1/2/2024	Rent for Jan 2024	107 Breton Road		Payment Reference - C1AHYMyFbvdF	871.25
1/2/2024	Rent for Jan 2024	107 Breton Road		Payment Reference - C1AF3AuchbUs	1,025.00
1/2/2024	Rent for Jan,2024	129 Kent Avenue		Payment Reference-C1AxaHEKrkG	1,350.00
1/2/2024	Rent for Jan,2024	129 Kent Avenue		Payment Reference-CAJwyyys	871.25
1/2/2024	Rent for Jan 2024	129 Kent Avenue		Payment Reference - C1AFBUawvPmG	800.00
1/2/2024	Rent for Jan 2024	129 Kent Avenue		Payment Reference -C1A4hF3ufB6a	550.00
1/2/2024	Rent for Jan 2024	129 Kent Avenue		BR TO BR - 5112	594.50
1/2/2024	Rent for Jan,2024	156 Cameron Street North		Payment Reference-CAD75Ggw	2,000.00
1/2/2024	Rent for Jan 2024	170 Kent Avenue		Payment Reference - C1Avbw6mADvf	1,800.00
1/2/2024	Rent for	170 Kent Avenue		Payment Reference-C1Ava2u5vzqy	717.50
1/2/2024	Rent for Jan 2024	179 Montgomery Avenue		BR TO BR - 5112	922.50
1/2/2024	Rent for Jan 2024	221 Balsam Street South		BR TO BR - 5112	1,537.50
1/2/2024	Rent for Jan 2024	225 Waterloo Road		Payment Reference - C1ArVmQJsAdQ	1,946.00
1/2/2024	Rent for Jan 2024	236 Birch Street North		Payment reference - C1Auc94Tpwjv	1,845.00
1/2/2024	Rent for Jan 2024	240 Elm Street North		Payment Reference - CAB85beB	820.00
1/2/2024	Rent for Jan,2024	257 Jean Street		Payment Reference-C1AjfUdh69aM	973.75
1/2/2024	Rent for Jan,2024	269 Kimberly Avenue		Payment Reference-C1A3NjgQEUHs	770.00
1/2/2024	Rent for Jan 2024	276-280 Mountjoy Street Sout		Payment Reference - C1AT2Dt5qkn9	458.22
1/2/2024	Rent for Jan 2024	31 Windsor Avenue		BR TO BR - 5112	717.50



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1/2/2024	Rent for Jan,2024	320-322 Doncaster Road	Payment Reference-C1AuX8crat5T	2,000.00
1/2/2024	Rent for Jan,2024	360 Cedar Street South	Payment Reference-C1AFjxZEdAj3	1,800.00
1/2/2024	Rent for Jan 2024	386 James Street	Name, Unknown	1,100.00
1/2/2024	Rent for Jan 2024	430 Toke Street	Payment Reference - CA44qmeH	1,896.25
1/2/2024	Rent for Jan,2024	432 Bessie Avenue	Payment Reference-C1AXB33U6kPv	2,100.00
1/2/2024	Partial Rent Jan,2024	445 Bessie Avenue	Payment Reference-C1AFHCQAJRSp	875.00
1/2/2024	Rent for Jan 2024	45 Woods Street	Payment Reference - C1AD4bjwFswm	1,640.00
1/2/2024	Rent for Jan 2024	452 Dupont Street	BR TO BR - 0912	610.00
1/2/2024	630664	463-465 Pine Street South	CDSSAB	394.00
1/2/2024	Rent for Jan,2024	491 Second Line West	Payment Reference-C1AS23d9x8gD	841.53
1/2/2024	Rent for Jan,2024	536 Montague Avenue	Payment Reference-C1ACqCZ843ds	584.25
1/2/2024	Rent for Jan 2024	6 Bloor Street	Payment Reference - C1AKWEH9BQa8	1,332.50
1/2/2024	Rent for Jan,2024	6128 King Street	Payment Reference-C1A7YHf7vXg	845.00
1/2/2024	Rent for Jan 2024	62 Sterling Avenue West	Payment Reference - C1ArUhzou4bT	1,850.00
1/2/2024	144184	67 Government Road East	(CMHA) Name, Unknown	200.00
1/2/2024	Rent for Jan,2024	67 Government Road East	Payment Reference-CAGAugrE	871.25
1/2/2024	Rent for Jan,2024	690 Pine Street	Payment Reference-C1AUBxmDTE8G	680.00
1/2/2024	Rent for Jan 2024	72 Wende Avenue	Payment Reference - C1AhYkabfJnX	1,000.00
1/2/2024	Rent for Jan,2024	73 Croatia Avenue	Payment Reference-C1AJUKyd2hCM	1,435.00
1/2/2024	Rent for Jan,2024	74-76 Prospect Avenue	Payment Reference-C1ARQ6peS5qf	1,009.63
1/2/2024	Rent for Jan,2024	74-76 Prospect Avenue	Payment Reference-C1APAvNCZeVf	824.65
1/2/2024	Rent for Jan 2024	8 Grosvenor Avenue	Payment Reference - C1AVwV2Re7rT	1,800.00
1/2/2024	Rent for Jan,2024	88 Wallace Terrace	Payment Reference-C1AQNM8E7Dw	690.00
1/2/2024	Rent for Jan 2024	88 Wallace Terrace	Payment Reference - C1A3fvcYfEpz	667.00
1/2/2024	Rent for Jan,2024	88 Wallace Terrace	Payment Reference-C1AdmwdZdhPY	684.00
1/2/2024	Rent for Jan 2024	91 Greene Street	Payment Reference - C1ATKvJHzeep	850.00
1/2/2024	Rent for Jan,2024	91 Greene Street	Payment Reference-C1An4tdZBmB	1,000.00
1/2/2024	Rent for Jan,2024	92 Prospect Avenue	Payment Reference-C1AUefj544k	550.00
1/3/2024	Rent for Jan,2024	262-264 Tamarack Street	Payment Reference-C1A4DPs2zgqS	768.75
1/3/2024	Rent for Jan,2024	363 7th Avenue	Payment Reference-C1AQKMGe2w3	1,309.00
1/3/2024	Rent for Jan,2024	382 Wilson Avenue	Payment Reference-C1ACjkZjuWa	2,350.00
1/3/2024	Rent for Jan,2024	491 Second Line West	Payment Reference-CAKINnqc	298.00
1/3/2024	Rent for Jan,2024	67 Government Road East	Payment Reference-C1AYfaPaQ4p	1,127.50
1/3/2024	Rent for Jan,2024	67 Government Road East	Payment Reference-C1APkeNBxcR	971.25
1/4/2024	Rent for Jan 2024	179 Montgomery Avenue	Reference Number: CAf8bgbE	768.75
1/4/2024	Rent for Jan,2024	262-264 Tamarack Street	Payment Reference-CA5ZU3eE	615.00
1/4/2024	Rent for Jan,2024	320-322 Doncaster Road	Payment Reference-C1AJvpKxGFBY	2,000.00
1/4/2024	Rent for Jan,2024	363 7th Avenue	Payment Reference-C1AY7jarf8Eg	473.00
1/4/2024	Rent for Jan,2024	72 Wende Avenue	Payment Reference-C1AJfGqsPjX	1,050.00
1/5/2024	Rent for Jna,2024	179 Montgomery Avenue	Payment Reference-CA5p7vcS	1,170.00
1/5/2024	Rent for Jan,2024	240 Elm Street North	Payment Reference-C1ASDvQg66v3	1,230.00
1/5/2024	Rent for Jan,2024	363 7th Avenue	Payment Reference-C1AU93UYNQxb	63.00
1/5/2024	Rent for Jan,2024	455 Percy Avenue	Payment Reference- C1AJHU8YkjQa	945.00
1/5/2024	Rent for Jan.2024	557-561 Norman Street	Payment Reference-C1AJYCqkP7SX	520.00
1/8/2024	Rent for Jan,2024	49 Dale Avenue	Payment Reference-C1A3EgaDe5b6	1,800.00
1/8/2024	Rent for Jan,2024	94 6th Avenue	Payment Reference-C1AAnTZ9xRbr	575.00
1/9/2024	Rent for Jan,2024	150 Maple Street North	Payment Reference- C1AmEGdwU9cB	1,947.50
1/9/2024	Rent for Jan 2024	240 Elm Street North	BR TO BR - 5112	670.00
1/9/2024	Rent for Dec,2023	6 Bloor Street	Payment Reference-CAcCbWhU	91.32
1/10/2024	Rent for Jan 2024	428 Wellington Street East	BR TO BR - 4442	1,250.00
1/11/2024	Rent for Jan,2024	137 Rea Street North	Payment Reference-C1Av3yXem8Dr	2,360.00
1/11/2024	Rent for Jan,2024	454 Eva Avenue	Payment Reference-C1ACsW4UBhTk	1,300.00
1/11/2024	Rent for Jan,2024	6128 King Street	Payment Reference-CAaX4Dqw	1,350.00
1/12/2024	Rent for Jan,2024	406 Wallace Terrace	Payment Reference-C1A5qeuvqHBR	300.00
1/12/2024	630928	463-465 Pine Street South	CDSSAB	394.00
1/12/2024	Rent for Jan,2024	557-561 Norman Street	Payment Reference-CAKXBaYS	400.00
1/12/2024	Rent for Jan,2024	690 Pine Street	Payment Reference-C1ABYzxGszA4	773.75
1/12/2024	Rent for Nov,2023	690 Pine Street	Payment Reference-C1A3dbbvYtua	25.75
1/12/2024	Rent for Jan,2024	74-76 Prospect Avenue	Payment Reference-C1A7eGNAVqVW	975.00
1/15/2024	Rent for Jan,2024	445 Bessie Avenue	Payment Reference-C1ATDC9xwSWB	875.00
1/15/2024	60005131	67 Government Road East	District of TimiskamingMobile cheque deposit - 2569	461.25
1/15/2024	60005131	67 Government Road East	District of TimiskamingMobile cheque deposit - 2569	461.25
1/15/2024	333	690 Pine Street	Mobile cheque deposit - 2970	551.45
1/15/2024	Rent for Jan,2024	690 Pine Street	Payment Reference-C1AdufVajux7	140.00
1/16/2024	LMR/FMR	276-280 Mountjoy Street Sout	Reference Number: C1AT3GP8ZtWe	1,800.00
1/16/2024	Rent for Jan,2024	455 Percy Avenue	Payment Reference-C1AMK5ksHCwJ	300.00
1/17/2024	10084553	403 Lloyd Street	Greater SudburyMobile cheque deposit - 0754	900.00
1/17/2024	30014390	403 Lloyd Street	Social Services SudburyMobile cheque deposit - 1532	700.00
1/17/2024	30014390	403 Lloyd Street	Social Services SudburyMobile cheque deposit - 1532	1,200.00
1/17/2024	Rent for Jan,2024	557-561 Norman Street	Payment Reference-CAFPyVsB	400.00
1/17/2024	10084720	6 Bloor Street	Social Services SudburyMobile cheque deposit - 1369	387.50
1/17/2024	10084723	6 Bloor Street	Social Services SudburyMobile cheque deposit - 1257	387.50
1/18/2024	Rent for Jan,2024	6128 King Street	Payment Reference-C1A3aCdhNVmp	550.00
1/18/2024	29616002	67 Government Road East	ODSP Mobile cheque deposit - 5648	750.00
1/18/2024	Rent for Jan,2024	94 6th Avenue	Payment Reference-C1AVcFcPQDdC	575.00
1/19/2024	Rent for Feb,2024	10 Wilson Avenue	Payment Reference-C1AP37AHGh9P	1,550.00
1/19/2024	Rent for Jan,2024	557-561 Norman Street	Payment Reference-C1AFK7g24Ess	300.00
1/19/2024	Rent for Dec23,Jan24	690 Pine Street	Payment Reference-C1AjKCCNRzKz	773.00
1/19/2024	Rent for Jan,2024	9 Prospectors Street	Payment Reference-C1AKQcedUkxe	1,750.00
1/22/2024	Rent for Jan,20224	25 Elmwood Drive	Payment Reference-C1AuyFt8dK7y	1,800.00
1/22/2024	FMR	369 Suffolk Lane	Reference Number: CANMAy8q	1,800.00



Owner Statement

Owner = Interlude Inc. (all properties)

Month = Jan 2024

Book = Accrual

1/22/2024	Rent for Jan,2024	455 Percy Avenue
1/22/2024	Rent for Jan,2024	6128 King Street
1/24/2024	Rent for Feb 2024	107 Breton Road
1/25/2024	Rent for Feb,2024	452 Dupont Street
1/25/2024	Rent for Jan,2024	6128 King Street
1/26/2024	Rent for Feb,2024	129 Kent Avenue
1/26/2024	Rent for Feb,2024	337-345 Preston Street
1/26/2024	1000286	374 Elm Street South
1/26/2024	Rent for Feb,2024	374 Struthers Street
1/26/2024	Rent for Feb,2024	454 Eva Avenue
1/29/2024	Rent for Feb,2024	129 Kent Avenue
1/29/2024	Rent for Feb,2024	170 Kent Avenue
1/29/2024	Rent for Feb,2024	240 Elm Street North
1/29/2024	Rent for Feb,2024	262-264 Tamarack Street
1/29/2024	Rent for Jan,2024	348 Maple Street South
1/29/2024	Rent for Feb,2024	6 Bloor Street
1/29/2024	Rent for Feb,2024	73 Croatia Avenue
1/29/2024	Rent for Feb,2024	74-76 Prospect Avenue
1/29/2024	Rent for Feb,2024	91 Greene Street
1/29/2024	Rent for Feb,2024	92 Prospect Avenue
1/30/2024	Rent for Feb,2024	107 Breton Road
1/30/2024	Rent for Feb,2024	180 Glasgow Avenue
1/30/2024	Rent for Feb,2024	276-280 Mountjoy Street South
1/30/2024	Rernt for Feb,2024	430 Toke Street
1/30/2024	059700876	463-465 Pine Street South
1/30/2024	Rent for Jan,2024	67 Government Road East
1/30/2024	Rent for Feb,2024	690 Pine Street
1/30/2024	Rent for Feb,2024	74-76 Prospect Avenue
1/31/2024	Rent for Feb,2024	156 Cameron Street North
1/31/2024	Rent for Feb 2024	221 Balsam Street South
1/31/2024	Rent for Feb,2024	221 Balsam Street South
1/31/2024	Rent for Feb,2024	225 Waterloo Road
1/31/2024	Rent for Feb,2024	262-264 Tamarack Street
1/31/2024	Rent for Feb 2024	269 Kimberly Avenue
1/31/2024	Rent for Feb 2024	276-280 Mountjoy Street South
1/31/2024	080001726	276-280 Mountjoy Street South
1/31/2024	Rent for Feb 2024	276-280 Mountjoy Street South
1/31/2024	Rent for Nov 2023	344 Pine Street South
1/31/2024	Rent for Feb,2024	363 7th Avenue
1/31/2024	Rent for Jan,2024	40 Crescent Avenue
1/31/2024	Rent for Feb,2024	406 Wallace Terrace
1/31/2024	Rent for Feb,2024	445 Bessie Avenue
1/31/2024	Rent for Feb,2024	45 Woods Street
1/31/2024	1750352444	452 Dupont Street
1/31/2024	1750352444	452 Dupont Street
1/31/2024	Rent for Feb 2024	454 Eva Avenue
1/31/2024	Rent for Feb 2024	454 Eva Avenue
1/31/2024	Rent for Feb,2024	Address
1/31/2024	Rent for Feb,2024	49 Dale Avenue
1/31/2024	Rent for Feb,2024	491 Second Line West
1/31/2024	Rent for Feb 2024	491 Second Line West
1/31/2024	Rent for Feb,2024	491 Second Line West
1/31/2024	Rent for Feb 2024	557-561 Norman Street
1/31/2024	Rent for Feb 2023	62 Sterling Avenue West
1/31/2024	Rent for Feb,2024	74-76 Prospect Avenue

Names of Renters

Payment Reference-C1Ar9j6UE8Jy	950.00
Payment Reference-C1AN7EuURpV7	773.88
BR TO BR - 4442	659.19
Payment Reference-C1AEmXdrwns	820.00
Payment Reference-C1Amn4y4E	1,150.00
Payment Reeference-C1AZNnbJt833	1,350.00
Payment Reference-C1AeDmuDBsw7	1,127.50
COMMUNITY LIVING TIMMINS	1,025.00
Payment Reference-CAENSucY	1,845.00
Payment Reference-C1Ad8FNjKbck	1,300.00
Payment Reference-CASWdhyw	871.25
Payment Reference-C1AJVNKGmVxD	1,800.00
Payment Reference-CAYvqNNb	820.00
Payment Reference-C1AKvTAVZJKQ	850.00
Payment Reference-C1AUNKQ6bgGT	3,000.00
Payment Reference-C1AFU6f6FDvN	1,332.50
Payment Reference-C1AqJu9Krekb	1,435.00
Payment Reference-C1AJymW6VKHp	485.58
Payment Reference-C1A67zacNzN	850.00
Payment Reference-C1ACvdb4BAXS	556.29
Payment Reference-C1ABHWTpFPBn	871.25
Payment Reference-CA6kMFBt	1,027.90
Payment Reference-C1AFHJCaRvt5	458.22
Payment Reference-CApfqDnN	1,896.25
(ODSP) SA NORTH EAST REGION - 000297 - TIMMINS LOCAL OFFICE	556.00
Payment Reference-C1AuSd3hf6PU	771.25
Payment Reference-C1ANny5vJPq2	797.00
Payment Reference-C1Ah9gQ9N6VJ	686.64
Payment Reference-C1AhMSgD6hJZ	2,000.00
BR TO BR - 5112	1,537.50
Payment Reference-CApQxAHn	1,100.00
Payment Reference-C1A6hFzh4w55	1,946.00
Payment Reference-C1AkvhM4eqFJ	615.00
BR TO BR - 5112	1,220.00
Payment Reference - CAKy76qj	923.00
(OW) COCHRANE DSSAB - 000141 - TIMMINS OFFICE	871.25
Payment Reference-C1AWFxfRM9	850.00
Payment Reference-CAuT8HJU	750.00
Payment Reference-C1ACutgzGk7A	1,845.00
Payment Reference-CAUUUAY5	1,200.00
Payment Reference-C1ARQeU84hJC	400.00
Payment Reference-C1AEDwyj37ep	875.00
Payment Reference-C1ANhwWzAWnM	1,640.00
(ODSP) SA NORTH EAST REGION - 000306 - SUDBURY	470.00
(ODSP) SA NORTH EAST REGION - 000306 - SUDBURY	525.00
Payment Reference - C1ApwUMHwm2q	900.00
Payment Reference-CAWvcbKp	400.00
Payment Reference-C1A4wBQSRzR	820.00
Payment Reference-C1AHqGb5rSxZ	871.00
Payment Reference-C1A72N5Eyz3j	841.53
BR TO BR - 4442	989.20
Payment Reference-CARD4BQ4	298.00
BR TO BR - 5112	1,250.00
Payment Reference-C1AzRuzcrNyx	1,000.00
Payment Reference-C1AjVv3Wsvdb	780.00

Total paid:	155,990.89
Deductions:	
Management Fee on Total lease 7.5%	12,085.25
New Rental Fee (50% First Month's Rent)	
403 Lloyd	950.00
454 Eva Unit 2	650.00
Address Unit 2	475.00
Address Back	1,000.00
Maintenance Cost	2,576.25
HST [712000082RT0001] 13.00%	2,305.75
Total Management, Maintenance & New Rental Fee:	20,042.25
Expenses Covered by SID Management:	
276-280 Mountjoy L1, court	791.00
40 Crescent L1, court	791.00
49 Dale Unit B L1	226.00
76 Prospect Unit 11 L1, Court	791.00
Insurance	39,761.93
Contractors	31,693.52
Telelink	578.52
Retainers	13,125.00
Overdraft	10,710.23
Total Deductions:	118,510.45
Total owed to you:	37,480.44

Business	Bank	Bank Account [If Debit, Originating Acct]	Date	Description [If Debit, Receiving Acct]	Credit [Receipt]
Happy Gilmore Inc.	BMO	Happy Gilmore Account #	5/18/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	519,262.31
DSPLN Inc.	BMO	DSPLN Account #	1/20/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	495,968.60
Interlude Inc.	BMO	Interlude Inc Account #	2/17/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	480,681.92
DSPLN Inc.	BMO	DSPLN Account #	4/13/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	453,727.70
Happy Gilmore Inc.	BMO	Happy Gilmore Account #	1/19/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	449,548.94
Pink Flamingo Inc.	BMO	Pink Flamingo Account #	7/28/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	435,340.49
Hometown Housing Inc.	TD	Hometown Account #	7/26/2023	230726S5309400WIRE	304,036.50
Multiville Inc.	BMO	Multiville Account #	8/3/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	287,649.73
DSPLN Inc.	BMO	DSPLN Account #	4/14/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	280,425.67
DSPLN Inc.	BMO	DSPLN Account #	7/26/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	275,745.68
Happy Gilmore Inc.	BMO	Happy Gilmore Account #	6/13/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	201,322.92
Pink Flamingo Inc.	BMO	Pink Flamingo Account #	6/15/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	176,298.86
Interlude Inc.	BMO	Interlude Inc Account #	4/10/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	158,634.10
DSPLN Inc.	BMO	DSPLN Account #	8/16/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	155,241.51
Pink Flamingo Inc.	BMO	Pink Flamingo Account #	7/21/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	123,180.45
Joint Captain Real Estate Inc.	BMO	John Captain Account #	6/2/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	120,000.00
Happy Gilmore Inc.	BMO	Happy Gilmore Account #	7/31/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	117,113.61
Interlude Inc.	BMO	Interlude Inc Account #	6/30/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	102,110.18
DSPLN Inc.	BMO	DSPLN Account #	4/18/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	100,000.00
Interlude Inc.	BMO	Interlude Inc Account #	3/31/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	89,185.62
DSPLN Inc.	BMO	DSPLN Account #	6/9/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	79,534.03
DSPLN Inc.	BMO	DSPLN Account #	6/29/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	59,004.70
Interlude Inc.	BMO	Interlude Inc Account #	5/16/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	50,000.00
Interlude Inc.	BMO	Interlude Inc Account #	5/19/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	35,311.32
Joint Captain Real Estate Inc.	BMO	John Captain Account #	7/12/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	29,344.81
Interlude Inc.	BMO	Interlude Inc Account #	9/1/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	25,020.33
DSPLN Inc.	BMO	DSPLN Account #	8/25/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, NEKZAI LAW PROFESSION	10,000.00

TOTAL: \$5,613,689.98

Business	Bank	Bank Account [If Debit, Originating Acct]	Date	Description[If Debit, Receiving Acct]	Credit[Receipt]
Joint Captain Real Estate Inc.	BMO	John Captain Account #	5/29/2023	Direct Deposit, TRUCAPITAL LNS/PRE	148,500.00
Interlude Inc.	BMO	Interlude Inc Account #	5/1/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	148,455.00
Interlude Inc.	BMO	Interlude Inc Account #	5/9/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	98,955.00
Interlude Inc.	BMO	Interlude Inc Account #	3/15/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	69,250.00
Interlude Inc.	BMO	Interlude Inc Account #	5/12/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	69,194.00
Interlude Inc.	BMO	Interlude Inc Account #	12/9/2022	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,500.00
DSPLN Inc.	BMO	DSPLN Account #	12/9/2022	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,500.00
Interlude Inc.	BMO	Interlude Inc Account #	1/27/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,500.00
Interlude Inc.	BMO	Interlude Inc Account #	6/14/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,455.00
Interlude Inc.	BMO	Interlude Inc Account #	12/9/2022	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,450.00
Joint Captain Real Estate Inc.	BMO	John Captain Account #	12/12/2022	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,419.88
Joint Captain Real Estate Inc.	BMO	John Captain Account #	1/24/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,419.88
Joint Captain Real Estate Inc.	BMO	John Captain Account #	1/12/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,419.88
Interlude Inc.	BMO	Interlude Inc Account #	8/22/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,418.38
Interlude Inc.	BMO	Interlude Inc Account #	1/23/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	49,418.38
Joint Captain Real Estate Inc.	BMO	John Captain Account #	6/1/2023	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA,	34,650.00

Names of Personal
Recipients - Unknown

TOTAL: \$1,063,505.40

PROPERTY DESCRIPTION: PCL 2688 AND PCL 4065 SEC SES FIRSTLY LT 606 PLAN M100 EXCEPT N 17 FT LT 606 PLAN M100 SECONDLY N 17 FT LT 606 PLAN M100 CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1993/04/05 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE"	OF 1993/04/05				
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1993/02/22 **			
LT706363	1991/05/31	TRANSFER		*** COMPLETELY DELETED ***	Individual Names	
LT706364	1991/05/31	CHARGE		*** COMPLETELY DELETED ***		
LT706365	1991/05/31	CHARGE		*** COMPLETELY DELETED ***		
LT774645	1993/12/09	CHARGE		*** COMPLETELY DELETED *** Individual Name		
LT774646	1993/12/09	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
SD22769	2005/07/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE LASALLE SUDBURY LTEE		
	REMARKS: RE: LT706364					
SD22773	2005/07/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE LASALLE SUDBURYLIMITEE		
	REMARKS: RE: LT774645					
SD22977	2005/07/08	TRANSFER		*** COMPLETELY DELETED *** Individual Name	Individual Name	
	REMARKS: PLANNING ACT STATEMENTS					
SD22978	2005/07/08	CHARGE		*** COMPLETELY DELETED *** Individual Name	CAISSE POPULAIRE NOLIN DE SUDBURY INCORPOREE	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD22979	2005/07/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** CAISSE POPULAIRE NOLIN DE SUDBURY INCORPOREE	Individual Names	
REMARKS: SD22978						
SD72354	2007/02/16	CHARGE		*** COMPLETELY DELETED *** Individual Names		
SD101301	2007/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** Individual Names	LAND REGISTRAR	
REMARKS: RE: SD72354						
SD142700	2009/04/07	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR		
REMARKS: DELETE LT706364 AND SD22769.					LAND REGISTRAR	
SD144980	2009/05/08	CHARGE		*** COMPLETELY DELETED *** Individual Name	CAISSE POPULAIRE DES VOYAGEURS INC.	
SD180460	2010/08/19	CHARGE		*** COMPLETELY DELETED *** Individual Names	Individual Names	
SD190609	2011/01/07	CHARGE		*** COMPLETELY DELETED *** Individual Names		
SD193200	2011/02/23	CHARGE		*** COMPLETELY DELETED *** Individual Names	1085904 ONTARIO INC.	
SD193201	2011/02/23	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** Individual Names	1085904 ONTARIO INC.	
REMARKS: SD193200.						
SD193202	2011/02/23	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: SD180460.		Individual Names		
SD193203	2011/02/23	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
		REMARKS: SD190609.		Individual Names		
SD194449	2011/03/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE NOLIN DE SUDBURY INCORPOREE		
		REMARKS: SD22978.				
SD197483	2011/04/29	CHARGE		*** COMPLETELY DELETED ***	1085904 ONTARIO INC.	
				Individual Names		
SD197484	2011/04/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***	1085904 ONTARIO INC.	
				Individual Names		
		REMARKS: SD197483.				
SD197942	2011/05/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1085904 ONTARIO INC.		
		REMARKS: SD193200.				
SD214268	2011/11/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1085904 ONTARIO INC.		
		REMARKS: SD197483.				
SD215965	2011/12/14	CHARGE		*** COMPLETELY DELETED ***	CAISSE POPULAIRE DES VOYAGEURS INC.	
				Individual Name		
SD215966	2011/12/14	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***	CAISSE POPULAIRE DES VOYAGEURS INC.	
		REMARKS: SD215965.		Individual Name		
SD313777	2016/04/19	CHARGE		*** COMPLETELY DELETED ***		
				Individual Name	Individual Names	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD315594	2016/05/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE DES VOYAGEURS INC.		
	REMARKS: SD144980.					
SD376463	2019/06/03	TRANS POWER SALE		*** COMPLETELY DELETED *** CAISSE POPULAIRE DES VOYAGEURS INC.	UPGRADE HOUSING INC.	
	REMARKS: SD215965. PLANNING ACT STATEMENTS.					
SD376464	2019/06/03	CHARGE		*** COMPLETELY DELETED *** UPGRADE HOUSING INC.		
SD376465	2019/06/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** UPGRADE HOUSING INC.		
	REMARKS: SD376464					
SD418547	2021/04/07	TRANSFER		*** COMPLETELY DELETED *** UPGRADE HOUSING INC.		
SD453995	2022/06/23	CERTIFICATE		*** COMPLETELY DELETED *** CITY OF GREATER SUDBURY		
	REMARKS: TAX ARREARS					
SD461625	2022/09/27	APL (GENERAL)		*** COMPLETELY DELETED *** CITY OF GREATER SUDBURY		
	REMARKS: SD453995					
SD463432	2022/10/21	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
	REMARKS: SD376464.					
SD484263	2023/09/25	TRANSFER		*** COMPLETELY DELETED *** INTERLUDE INC.	OLD THING BACK INC.	
SD490687	2024/01/15	TRANSFER	\$2	OLD THING BACK INC.	INTERLUDE INC.	C


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PROMISSORY NOTE RENEWAL

1533

Borrowers: Old Thing Back (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

1. **Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$195,606.44** CAD which was due for renewal on October 21, 2023.
2. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$195,606.44 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$2,771.09 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
3. A consulting and administration fee of \$1,956.06 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
4. Principle amount of **\$195,606.44** is made up of the following:
 - a) \$166,785.67 renewal amount
 - b) \$21,265.17 = 9x deferred payments of \$2,362.80
 - c) \$2,250.00 = 9x deferred admin fee of \$250 (reduced from \$500)
 - d) \$4,725.59 = 2x NSF payments of \$2,362.80
 - e) \$500.00 = 2x NSF admin fee of \$250 (reduced from \$500)
 - f) \$80.00 = bank fees incurred at original funding
5. Principle owing at the end of the term will be \$195,606.44 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
6. This Note will be repaid in full on or before April 21, 2024, or the sale of 454 Eva Ave, Sudbury ON P3C 4N4 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
7. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
8. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.



Borrowers Initials



Lenders Initials

9. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 21, 2024. This includes, but is not limited to, the property located at 454 Eva Ave, Sudbury ON P3C 4N4, Canada.
10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).



Borrowers Initials



Lenders Initials

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-07

Date: (dd/mm/yyyy).

 Dylan Suitor

Old Thing Back(Borrowers)

(Borrowers)

 Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-11-07

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 DS

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT**The Lion's Share Group Inc.**Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z21. **Category:** Personal: ☐ Business: ☒2. **Customer Information (please print clearly):****Name(s):** Old Thing Back - Dylan Suitor -**Mailing Address:** Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file3. **Customer Bank Account Information**

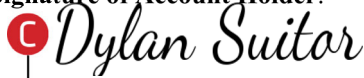
As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.


Chequing Account: ☒ Savings Account: ☐4. **Pre-Authorized Debit (PAD) Details**You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$2,771.09** for **454 Eva Ave, Sudbury ON P3C 4N4** (Ref: MACC-355199 454 Eva HML CD Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 21, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: Old Thing Back

Dylan Suitor

Signing Officers

2023-11-07

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



Borrowers Initials



Lenders Initials

A signature line for borrowers, consisting of a red circle with a white 'C' inside, followed by a horizontal line and the letters 'DS' in a cursive script.

Borrowers Initials

A signature line for lenders, consisting of a red circle with a white 'C' inside, followed by a horizontal line and the letters 'CD' in a cursive script.

Lenders Initials

Company Name	Property Address	Next Court date
DSPLN Inc.	128 Dennis Street	20-Jun-24 Trial
DSPLN Inc.	488 Morin Street	26-Mar-24 Trial
DSPLN Inc.	24 St. Andrews Terrace	08-May-24 SD
DSPLN Inc.	53 Wayne Court	23-Jul-24 Trial
DSPLN Inc.	237 Wellington Street E	23-Jul-24 Trial
DSPLN Inc.	126 Tancred Street	03-Jul-24 SD
DSPLN Inc.	580 Morrison Ave.	05-Jun-24 SD
Happy Gilmore Inc.	397 Northland Road	23-Jul--24 Trial
Happy Gilmore Inc.	150 Henrietta Ave.	23-Jul-24 Trial
Happy Gilmore Inc.	18 Stevens Street	08-May-24 SD
Happy Gilmore Inc.	365 Bruce Street	23-Jul-24 Trial
Happy Gilmore Inc.	52 Edinburgh Street	16-May-24 Trial
Happy Gilmore Inc.	30 Grosvenor Ave.	05-Jun-24 SD
Happy Gilmore Inc.	226 Albert Street W	23-Jul-24 Trial
Happy Gilmore Inc.	627 Farwell Terrace	05-Jun-24 SD
Happy Gilmore Inc.	365 Bruce Street	05-Jun-24 SD
Happy Gilmore Inc.	271 Brown Street	10-Jul-24 FA
Happy Gilmore Inc.	251-253 Wellington St E	03-Jul-24 SD
Happy Gilmore Inc.	216 Goulais Ave.	05-Jun-24 SD
Interlude Inc.	1224 Wellington St. E	17-Jun-24 SD
Interlude Inc.	15 St. Georges Ave. W	05-Jun-24 SD
Interlude Inc.	320 Doncaster Road	05-Jun-24 SD
Interlude Inc.	690 Pine Street	05-Jun-24 SD
Interlude Inc.	519 Albert Street E	05-Jun-24 SD
Interlude Inc.	163 Wellington St. E	03-Jul-24 SD
Interlude Inc.	519 Albert Street E	16-May-24 Trial
Interlude Inc.	634 Portage Lane	FA to be set
Interlude Inc.	168 Central Park Ave.	FA to be set
Interlude Inc.	166 Tancred Street	FA to be set
Multiville Inc.	904 Wellington St. E	27-Aug-24 Trial
Multiville Inc.	299 Goulais Ave.	05-Jun-24 FA
Multiville Inc.	637 Queen Street W	10-Jul-24 FA
Multiville Inc.	904 Wellington St. E	27-Aug-24 Trial
The Pink Flamingo Inc.	682 Wellington St. W	05-Jun-24 SD
The Pink Flamingo Inc.	682 Wellington St. W	05-Jun-24 SD
The Pink Flamingo Inc.	79 Kitchener Rd.	05-Jun-24 FA
The Pink Flamingo Inc.	561 John Street	05-Jun-24 SD
Joint Captain Real Estate Inc.	1022 Wellington St. E	17-Jun-24 SD
Joint Captain Real Estate Inc.	387 North Street	05-Jun-24 FA

Company Name	Property Address	Charge
DSPLN Inc.	128 Dennis Street	Building Code Order to Remedy - several violations
DSPLN Inc.	488 Morin Street	Building Code Order to Remedy - Vacant Building
DSPLN Inc.	24 St. Andrews Terrace	Building Code Order to Remedy - Vacant Building
DSPLN Inc.	53 Wayne Court	Building Code Order to Remedy - Vacant Building
DSPLN Inc.	237 Wellington Street E	Building Code Order to Remedy - Fire damage
DSPLN Inc.	126 Tancred Street	Building Code Order to Remedy - Vacant Building
DSPLN Inc.	580 Morrison Ave.	Building Code Order to Remedy - Hedge Overgrown
Happy Gilmore Inc.	397 Northland Road	Building Code Order to Remedy - Vacant Building
Happy Gilmore Inc.	150 Henrietta Ave.	Building Code Order to Remedy - Vacant Building
Happy Gilmore Inc.	18 Stevens Street	Building Code Order to Remedy - Vacant Building
Happy Gilmore Inc.	365 Bruce Street	Building Code Order to Remedy - Vacant Building
Happy Gilmore Inc.	52 Edinburgh Street	Building Code Order to Remedy - Vacant Building
Happy Gilmore Inc.	30 Grosvenor Ave.	Building Code Order to Remedy - Area above roof to chimney not weather tight & attracting pigeons
Happy Gilmore Inc.	226 Albert Street W	Building Code Order to Remedy - Vacant Building
Happy Gilmore Inc.	627 Farwell Terrace	Building Code Order to Remedy - Side entrance requires handrails, tree overgrown and encroaching neighbouring yard etc.
Happy Gilmore Inc.	365 Bruce Street	Building Code Order to Remedy - Vacant Building
Happy Gilmore Inc.	271 Brown Street	Building Code Order to Remedy - Vacant Building
Happy Gilmore Inc.	251-253 Wellington St E	Building Code Order to Remedy - several violations
Happy Gilmore Inc.	216 Goulais Ave.	Building Code Order to Remedy - several violations
Interlude Inc.	1224 Wellington St. E	Building Code Order to Remedy - Vacant Building
Interlude Inc.	15 St. Georges Ave. W	Building Code Order to Remedy - Rear deck not in good structural repair
Interlude Inc.	320 Doncaster Road	Building Code Order to Remedy - several violations
Interlude Inc.	690 Pine Street	Building Code Order to Remedy - sevral violations
Interlude Inc.	519 Albert Street E	Building Code Order to Remedy - several violations
Interlude Inc.	163 Wellington St. E	Building Code Order to Remedy - Vacant Building & Fire damage
Interlude Inc.	519 Albert Street E	Building Code Order to Remedy - several violations
Interlude Inc.	634 Portage Lane	Building Code Order to Remedy - Vacant Building
Interlude Inc.	168 Central Park Ave.	Building Code Order to Remedy - Vacant Building & Fire damage
Interlude Inc.	166 Tancred Street	Building Code Order to Remedy - Vacant Building
Multiville Inc.	904 Wellington St. E	Building Code Order to Remedy - Vacant Building
Multiville Inc.	299 Goulais Ave.	
Multiville Inc.	637 Queen Street W	Building Code Order to Remedy -Vacant Building
Multiville Inc.	904 Wellington St. E	Yard Maintenance By-law - debris
The Pink Flamingo Inc.	682 Wellington St. W	Building Code Order to Remedy - Broken windows
The Pink Flamingo Inc.	682 Wellington St. W	Building Code Order to Remedy - Vacant Building
The Pink Flamingo Inc.	79 Kitchener Rd.	Building Code Order to Remedy - Vacant Building
The Pink Flamingo Inc.	561 John Street	Building Code Order to Remedy - Vacant Building
Joint Captain Real Estate Inc.	1022 Wellington St. E	Building Code Order to Remedy - Vacant Building
Joint Captain Real Estate Inc.	387 North Street	Building Code Order to Remedy - several violations

Company Name	Property Address	Life Safety or Priority Repairs
DSPLN Inc.	128 Dennis Street	Priority repairs - ceiling in upper floor has water damage, top step is not in good repair etc. - tenants reside at property
DSPLN Inc.	488 Morin Street	Building remains vacant and not secured
DSPLN Inc.	24 St. Andrews Terrace	Building remains vacant and not secured
DSPLN Inc.	53 Wayne Court	None - property no longer vacant as now tenanted
DSPLN Inc.	237 Wellington Street E	Life Safety - Building to be repaired or demolished
DSPLN Inc.	126 Tancred Street	Building remains vacant and not secured
DSPLN Inc.	580 Morrison Ave.	None - Hedge overgrown onto City Sidewalk; PW can trim
Happy Gilmore Inc.	397 Northland Road	None - Vacant and secure
Happy Gilmore Inc.	150 Henrietta Ave.	None - Vacant and secure
Happy Gilmore Inc.	18 Stevens Street	None - Building no longer vacant as now tenanted
Happy Gilmore Inc.	365 Bruce Street	None - Vacant and secure
Happy Gilmore Inc.	52 Edinburgh Street	None - Vacant and secure
Happy Gilmore Inc.	30 Grosvenor Ave.	None
Happy Gilmore Inc.	226 Albert Street W	None - Vacant and secure
Happy Gilmore Inc.	627 Farwell Terrace	Priority repairs - given the overgrown tree is causing damage to accessory building roof in neighbouring property
Happy Gilmore Inc.	365 Bruce Street	Building remains vacant and not secured & broken window
Happy Gilmore Inc.	271 Brown Street	Buildig remains vacant and not secured
Happy Gilmore Inc.	251-253 Wellington St E	Priority & life safety repairs - Stairs serving rear exit door require guard and handrails, vacant building not secure
Happy Gilmore Inc.	216 Goulais Ave.	Priority & life safety repairs - Basement flooding and ceiling in kitchen to be replaced as water is leaking through
Interlude Inc.	1224 Wellington St. E	None - property to be tenanted March 1
Interlude Inc.	15 St. Georges Ave. W	Priority repair - Rear deck not in good structural repair
Interlude Inc.	320 Doncaster Road	Priority repairs - tenant resides at property; stairs leading to main floor in disrepair, windows not operable
Interlude Inc.	690 Pine Street	Priority repairs - tenant resides at property; the ceiling in the bathroom and floor in bathroom in disrepair
Interlude Inc.	519 Albert Street E	Priority repairs - vacant building not secure, broken windows and rear exit door to dwelling not in good repair
Interlude Inc.	163 Wellington St. E	Building remains vacant and not secured; fire damage to be repaired to original condition or demolished
Interlude Inc.	519 Albert Street E	have collapsed and not in a safe condition - accident hazard
Interlude Inc.	634 Portage Lane	Building remains vacant and not secured
Interlude Inc.	168 Central Park Ave.	Building remains vacant and not secured; fire damage to be repaired to original condition or demolished
Interlude Inc.	166 Tancred Street	Building remains vacant and not secured
Multiville Inc.	904 Wellington St. E	None - Vacant and secure
Multiville Inc.	299 Goulais Ave.	
Multiville Inc.	637 Queen Street W	Building remains vacant and not secured
Multiville Inc.	904 Wellington St. E	None
The Pink Flamingo Inc.	682 Wellington St. W	Property not secured, unoccupied; rear side has hole & broken windows
The Pink Flamingo Inc.	682 Wellington St. W	None - Vacant and secure
The Pink Flamingo Inc.	79 Kitchener Rd.	None - Vacant and secure
The Pink Flamingo Inc.	561 John Street	Building remains vacant and not secured
Joint Captain Real Estate Inc.	1022 Wellington St. E	None - property no longer vacant as now tenanted
Joint Captain Real Estate Inc.	387 North Street	Priority repairs - Tenant resides at property; Basement flooding, basement west side wall has a hole and the drainage pipe connecting the first floor washroom and kitchen sink to the outlet pipe in basement is leaking

Company Name	Property Address	Next Court date	Charge	Life Safety or Priority Repairs
DSPLN Inc.	159 Wallace Terrace	16-May-24 Trial	Fire Inspection Order - vacant building	Building remains vacant & not secure
DSPLN Inc.	84 Wallace Terrace	17-Jun-24 SD	Fire Inspection Order - several violations	Priority & Life safety repairs - fire separation in ceiling of garage required, smoke and carbon monoxide alarms to be tested, and install carbon monoxide alarms in storage garage
Interlude Inc.	168 Central Park Ave.	16-May-24 Trial	Fire Inspection Order - vacant building	Building remains vacant & not secure
Joint Captain Real Estate Inc.	479 Second Line West	17-Jun-24 SD	Fire Inspection Order - several violations	Priority & Life safety repairs - all units to have operational smoke alarms, lighting in the exit corridors shall be repaired and operational, drywall in laundry room to be repaired, the laundry room door shall not be wedged open, paint and combustibles shall be removed from laundry room

PROPERTY DESCRIPTION:

PCL 2797 SEC WAT SRO; LT 51 PL M2T TISDALE RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION, THE RIGHT TO CROSS SAID LAND, AND TO LAY DOWN THEIR ROW NINETY-NINE FT IN WIDTH ON AND OVER SAID LAND OR ANY PT THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SURFACE RIGHTS ONLY IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL DATED 22ND FEBRUARY 1909.; S/T RESERVATION IN C3456; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB173476	2022/03/16	TRANSFER	\$129,900	Name	INTERLUDE INC.	C
REMARKS: PLANNING ACT STATEMENTS.					Individual Names	
CB184396	2023/03/23	CHARGE	\$200,000	INTERLUDE INC.		C
CB184397	2023/03/23	NO ASSGN RENT GEN		INTERLUDE INC.		C
REMARKS: CB184396.						
CB191507	2024/01/09	APL GOVT ORDER		THE CORPORATION OF THE CITY OF TIMMINS		C

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TRUST LEDGER

RE: Vendors: Vendor Name
Purchaser: Interlude Inc.
Lenders: Lender Name
Address: 261 Kimberly Avenue, Timmins, ON P4N1L8
Closing Date: March 16, 2022

NOTE	RECEIPT	DISBURSED
Client Funds	\$10,131.70	
Mortgage Funds	\$122,294.40	
Balance Due to Seller		\$130,529.88
Land Transfer Tax		\$1024.00
Legal Fees (purchase)		N/A
Disbursements		\$553.62
Title Insurance		\$318.60
TOTAL	\$132,426.10	\$132,426.10

Borrowers: Interlude Inc (the "Borrowers") with personal guarantor Dylan SUITOR (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$10,233.02 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$10,233.02 CAD**. The term is 1 Year Fixed term fully open. PAYMENTS: The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$144.97 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to investor@thewindrosegroupp.ca

Intended advance date to be March 18, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$101.32 shall apply.
3. On advance of the principle amount of **\$10,233.02**, on or before March 18, 2022, the funds will be distributed as follows by the Lenders:
 - a. \$10,131.70 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$101.32 consulting and administration fee.
 - b. \$101.32 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$10,233.02 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before March 18, 2023, or the sale or refinance of 261 Kimberly Ave, Timmins, Ontario P4N 1L8 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of

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Borrowers Initials

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Lenders Initials

the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on March 18, 2023. This includes, but is not limited to, the property located at 261 Kimberly Ave, Timmins, Ontario P4N 1L8, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of Ontario.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating



Borrowers Initials



Lenders Initials

interest to have been made and received on the next bank business day - **\$200** (\$100 1546 Lenders Fee & \$100 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

23/03/2022

Date: (dd/mm/yyyy).

 *Dylan SUITOR*

Interlude Inc (Borrowers)

 *Dylan SUITOR*

Dylan SUITOR (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

23/03/2022

Date: (dd/mm/yyyy).

 *Claire Drage*

The Lion's Share Group Inc. (Lenders)

 *CDS*

Borrowers Initials

 *CD*

Lenders Initials

MORTGAGE TERM SHEET AND COMMITMENT

I/We, Name - Individual Lender (Mortgagee/Lender) hereby agree to loan \$200,000.00 to Interlude Inc. (Mortgagor/Borrower) with Dylan Suitor as guarantors to be secured by way of a first mortgage upon the following terms and conditions:

Address of Property: 261 Kimberly Ave, Timmins ON P4N 1L8

Legal Description: see schedule A

Principal Amount: \$200,000.00

Interest Rate: 9%

Interest Calculation: Calculated Yearly (interest only payments) not in advance

Payments: \$1,500.00 Interest only

Payment Frequency: Monthly

Closing Date: March 21, 2023 or shortly thereafter

Interest Adjustment Date: March 21, 2023 Closing date

First Payment: April 21, 2023 or 1 month after closing

Term: 1 Year Fixed Term Open after three months maturing on

Amortization: 25 Years registered on title / payments based on Interest Only

Fees and Disbursements: To Be paid by Borrower(s) as outlined below

1. All parties agree that there is a mortgage broker fee of \$2,000.00 to be payable to Mortgage Alliance (Mortgage Brokerage) on closing. This amount will be deducted from the advance and payable to the brokerage by the Lenders lawyer.
2. All parties agree that there is a Lender Fee of \$6,000.00 deducted from the principal amount and therefore advance on closing.
3. All parties agree that the lender's estimated legal fees of **\$1,750 including disbursements and applicable taxes** are deducted from the principal amount and therefore payable by the borrower.
4. All parties agree that the borrower's estimated legal fees of **\$1,750 including disbursements and applicable taxes** are deducted from the principal amount and therefore payable by the borrower. The borrower is to confirm exact legal fees directly with their lawyer.
5. A Mortgage Discharge fee of \$300.00 will be payable to the Lender when this mortgage matures and is paid out in full (excluding Alberta).
6. A lawyer and/or Notary will be involved to represent the lender and ensure the discharge of the mortgage from title when the mortgage is paid out in full. The lenders legal & notary fees are the full responsibility of the borrower and range from \$350 to \$500 **plus** disbursements and taxes (varies by Province).



 Borrower Initials Lenders Initials

7. At the end of the term of this mortgage, there is **no guarantee** that a renewal will be offered by the lender. If a renewal is offered, all terms and conditions may change including, but not limited to, the interest rate, additional lender and broker fees, legal fees etc.

Terms and Conditions:

1. Additional security by way of a General Securities Agreement by the Mortgagors will be provided to include all the Mortgagors present and after-acquired personal property and assets
2. This mortgage can be paid out with the following penalties:
 - a. First three months of the term: a total of 3 months interest must be paid in total e.g. if it is paid out after just one month then a two month penalty applies, after two months then a one month penalty applies
 - b. After three months of the term: this mortgage can be paid in full with no penalty payable by the borrowers
3. The parties agree to provide good standing statements for any existing mortgages and property taxes are up to date on the above referenced property
4. The lenders lawyer is to ensure that either posted-dated cheques or pre-authorised payment arrangements have been set up and received by the lender prior to closing for payments to start effective 1 month after closing.
5. **Renewal/End of Term**: The borrower is aware that this mortgage is due and payable at the end of the term; this is based on the date outlined and registered on title of the security. A renewal or extension of the term is not guaranteed and automatically forthcoming. The lender may, at their discretion and subject to a written request being received thru their representative (mortgage broker/agent) within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
6. **Repayment at end of Term**: The Borrower is aware that should a renewal request not be received in writing by the lender's representative, and an approval agreed upon and granted by the lender before the end of the term, that this mortgage is due and payable immediately. The interest rate to be charged and payable by the borrower after the end of the term, will be 3% higher than the registered charge on title – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will be applied to the balance owing until full repayment is made. Non-repayment of this mortgage at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.

Additional Provisions:

1. The Mortgagor is responsible for all realty taxes, as and when due and agrees to deliver to the Mortgagee all receipted realty tax bills, as and when same are paid.
2. The Mortgagor shall insure the building and keep it constantly insured against loss or damage by fire and against damage by any other cause or peril in the amount of full replacement value. The Mortgagor will provide written evidence of such insurance on or before closing with the Mortgagee named on the policy.
3. The Mortgagee shall have the right at any reasonable time to inspect the property, including the building to be held as security for the mortgage, as long as any monies remain outstanding under the mortgage.




Borrower Initials Lenders Initials

4. If the mortgage or loan is in arrears and the property is vacant for a period of ten (10) days, it shall be deemed to be abandoned, and at the Mortgagees option, they may take immediate possession without notice, change the locks and secure the premises.
5. All parties to this document hereby agree and acknowledge that when default has continued for a period of no less than fifteen days, the Mortgagor hereby waive their right to "notice". Pursuant to Section 39(1) of The Mortgages Act, when in default, the Mortgagee will apply without notice to a Judge or Master of the Superior Court of Justice for leave to exercise power of sale, judicial sale or foreclosure without notice. Default proceedings will apply based on the provincial regulations that the property offered as security is based.
6. All parties acknowledge that this mortgage, in addition to all amounts due under this charge, further secures all assets and chattels located on the subject property which when in possession, the Mortgagee in possession reserves the right to sell such assets or chattels to convert to cash to be used against the outstanding amount due and owing under the said charge.
7. The Mortgagee may assign or transfer all or any of interest in this commitment or in the accepted commitment or in the mortgage entered pursuant to this commitment and the assignee or transferee shall become the Mortgagee herein.
8. Provided that if the Mortgagor is not in default it has the privilege of prepaying any or all of this charge without notice or bonus. In the event that the charge is paid out in full prior to the maturity date, the Mortgagor shall pay the following penalties:
 - a. First three months of the term: a total of 3 month's interest must be paid in total e.g. if it is paid out after just one month then a two-month penalty applies, after two months then a one-month penalty applies
 - b. After three months of the term: this mortgage can be paid in full with no penalty payable by the borrowers
9. This mortgage also secures, in addition to the amount noted on the face of the mortgage, all monies and liabilities whether direct or contingent, now or hereafter owing or incurred by the Mortgagee, including, but not limited to: further advances, renewal fees, realty taxes paid, late payments, legal costs, costs incurred in advancing the loan and administering the payments, such as bank draft fees and Self Directed Trustee costs, as well as payments made on behalf of the Mortgagors on both prior and subsequent mortgages.
10. An Assignment of Rents will be registered on title

Administration Fees

Current schedule of administration and servicing fees (may change without notice to you);

Payment Date Change Requests: Requests for any changes in the borrower's payment date after funding, must be submitted in writing and approved by both the lender and trustee. If the date change can be accommodated and approved, fees may apply - **\$250 (\$150 Lender Fee & \$100 Administration/Broker Fee.**



 Borrower Initials Lenders Initials

Missed Payment Fee: payable for each missed or late installment and for processing each NSF cheque or other returned payment. Any payment including final payout of the mortgage that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500 (\$250 Lender Fee & \$250 Administration/Broker Fee).**

Demand Letter in Default: \$500 plus lenders legal fees estimated to be \$500.

Default Proceedings: for each action or proceeding instituted - **\$2,500.00**

Renewal of Mortgage: At the discretion of the Mortgagee to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest charged may be increased. All applicable lender fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Mortgagor and to be determined on renewal. Administration fee - **\$500.00 plus mortgage broker fees may apply**

Annual Mortgage Statements: for preparation of each statement- **\$200.00**

Possession: Attempting to take possession following default- **\$2,500.00**

Maintenance: For administering maintenance and security of the property in our possession following default per day- **\$150.00**

Mortgage Discharge: **\$300.00** Lender Fee. Please note that a lawyer will be involved and be required to represent the lender and discharge the mortgage from title when the mortgage is paid out in full. The lenders legal fees are the full responsibility of the borrower and start from \$400 plus disbursements and taxes and are in addition to this Mortgage Discharge Fee.

Insurance: A fee payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements- **\$300 (\$150 Lender Fee & \$150 Administration/Broker Fee).**

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

2023-03-14 
Date: (dd/mm/yyyy) Interlude Inc. / Mortgagor/Borrower

2023-03-14 
Date: (dd/mm/yyyy) Dylan Suitor / Mortgagor/Borrower

2023-03-15
Date: (dd/mm/yyyy)

eSignature - Individual Lenders

Names - Individual Lenders

 
Borrower Initials Lenders Initials

LETTER OF DIRECTION

1551

The Mortgage Alliance Company of Canada
200 2005 Sheppard Avenue E, Toronto ON M2J 5B4
License #: 10530

March 10, 2023

ATTENTION: 003I9000003LzzwIAC

RE: LETTER OF DIRECTION - FEE AGREEMENT

APPLICATION #:	MACC-569138
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CLIENT INFORMATION:

Name:	Interlude Inc.
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Address:	345 Wyecroft Road, Oakville, ON, L6K 2H2
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PROPERTY INFORMATION:

Mortgaged Property:	261 Kimberly Ave, Timmins ON P4N 1L8
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Lender:	Name - Individual Lender	Closing Date:	March 21, 2023
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LOAN INFORMATION:

Loan Amount:	\$200,000.00	Payment & Frequency:	\$1,500.00 Monthly
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Lender Fee:	\$6,000.00	Interest Rate:	9%
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Net Advance:	\$194,000.00
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BROKERAGE INFORMATION:

Brokerage Fee:	\$2,000.00
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As a deduction on closing from the proceeds, we the undersigned hereby irrevocably authorize and direct you to pay the above noted **Brokerage Fee of \$2,000.00** to Mortgage Alliance by mail to the address noted above (please include a copy of this Letter of Direction with payment).

Client Authorization

Witness

 Dylan Suitor

Interlude Inc. (Borrower)

Witness

 Dylan Suitor

Dylan Suitor (Guarantor)

Mortgage Brokerages, Lenders and Administrators Act

This document must be provided to the borrower 2 business days prior to the signing of any mortgage instruments, unless waived below.

Disclosure to Borrower**Cost of Borrowing Disclosure:**

Property to be mortgaged: 261 Kimberly Ave, Timmins ON P4N 1L8, Single Family Home, Timmins

Details of Mortgage:

The principal amount of the First mortgage \$200,000.00, will be repayable in Monthly installments of \$1,500.00, to be paid on the 21 of every month, only interest, starting on April 21, 2023. The net advance of funds is \$ \$194,000.00.

The total amount of all payments over the 1 Year Fixed term will be \$18,000.00. The mortgage will be amortized over Interest Only.

Interest:

The date on which interest begins to accrue is: March 21, 2023 and if any grace period is given, the details are:

N/A

The annual interest rate is 9% and the compounding period is Monthly.

Interest for each payment period is calculated against the balance owing. Each payment is applied first to the accumulated cost of borrowing, and then to the outstanding principal. Any interest unpaid becomes part of the balance owing for the purposes of calculating the interest charged in future payment periods.

Where the annual interest rate may change, the method of determining the annual interest rate is: N/A

Fees and Costs Payable by Borrower:

	Comments	Value	Included In APR
Brokerage Fee		<u>\$2,000.00</u>	<u>X</u>
Legal Fees & Disbursements		<u>\$3,500.00</u>	<u>X</u>
Other Lender Fees		<u>\$6,000.00</u>	<u>X</u>
Total Costs:			

Total Cost of Borrowing:

Total Cost of Borrowing (including interest) to be paid over the term of the mortgage: \$30,000.00 APR: 15%

The APR is not the contract rate of the mortgage. It is the interest costs, plus the non-interest costs required to obtain the mortgage, expressed as a percentage of the average mortgage balance over the term of the mortgage.

Terms and Conditions:

Prepayment Privileges: See commitment for details

Transferability: See commitment for details

Method of Payment: See commitment for details

Special Conditions: See commitment for details

Particulars / Penalties: See commitment for details

Conflict of Interest Disclosure: None**Referral Fees to Brokerage and/or Broker/Agent:**

Describe any direct or indirect interest that the Brokerage has or, as currently contemplated, may acquire in the transaction for which this disclosure statement is provided.

Information on Brokerage:

The Brokerage is representing The Borrower & the Lender, not to the preference of either in this transaction.

The Brokerage has acted for 86 lenders during the previous fiscal year.

Mortgage Brokerages, Lenders and Administrators Act

This document must be provided to the borrower 2 business days prior to the signing of any mortgage instruments, unless waived below.

Disclosure to Borrower

☐ The Brokerage has acted as a lender in the previous fiscal year.

☒ The Brokerage has not acted as a lender in the previous fiscal year.

Name and Address of Brokerage: The Mortgage Alliance Company of Canada Licence #: 10530 200-2005 Sheppard Avenue E, Toronto, ON M2J 5B4

Name of Authorized Person signing on behalf of Brokerage: Claire Drage, Broker Licence #: M08007610

2023-03-14

Date: _____

Authorized Signature: _____

Disclosure of Material Risks:

The brokerage has reviewed with the borrower the general risks associated with a mortgage commitment. These risks include: risk of falling into arrears, default and foreclosure, prepayment penalties, etc.

Acknowledgment

I / we acknowledge receipt of a copy of this form, and corresponding Amortization Schedule and that I / we have reviewed the information.

Date: **2023-03-14**

Borrower:  Dylan Suitor
Interlude Inc.

Date: **2023-03-14**


Borrower:  Dylan Suitor
Dylan Suitor

I / we waive the 2 business days requirement for this disclosure.

Date: **2023-03-14**

Borrower:  Dylan Suitor
Interlude Inc.

Date: **2023-03-14**

Borrower:  Dylan Suitor
Dylan Suitor

AMORTIZATION SUMMARY

Transaction No: MACC-569138

Prepared For: Interlude Inc.

MORTGAGE INFORMATION

Mortgage Amount:	\$200,000.00	Closing Date:	March 21, 2023
Interest Rate:	9%	Interest Adjustment Date:	March 21, 2023
Amortization:	0 Years 0 Months	First Payment Date:	April 21, 2023
Term:	12 Months	Maturity Date:	March 21, 2024
Disclosure Rate:	15%	Interest Adjustment Amount:	\$0.00
Payment Frequency:	Monthly	Interest Only:	Yes
Compounded:	Monthly		

MORTGAGE SUMMARY

Monthly Payment: \$1,500.00

Total Payments:	\$18,000.00
Total Interest:	\$18,000.00
Total Principal:	\$ 0.00
Balance Remaining at Maturity:	\$200,000.00

Prepared by: Broker
Claire Drage - M08007610
The Mortgage Alliance Company of Canada
200 - 2005 Sheppard Avenue E
Toronto, Ontario
M2J 5B4
10530
Tel: (289)800-9620

E. + O. E.

Fax:
E-mail: cdrage@mortgagealliance.com


AMORTIZATION SCHEDULE

Payment Date	Interest	Principal		Balance
April 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
May 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
June 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
July 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
August 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
September 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
October 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
November 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
December 21, 2023	\$1,500.00		\$ 0.00	\$200,000.00
January 21, 2024	\$1,500.00		\$ 0.00	\$200,000.00
February 21, 2024	\$1,500.00		\$ 0.00	\$200,000.00
March 21, 2024	\$1,500.00		\$ 0.00	\$200,000.00
At End of Term:	\$18,000.00		\$ 0.00	\$200,000.00

PROMISSORY NOTE RENEWAL

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Sutor (the "Borrowers")

Lenders: Names - Individual Lenders (the "Lenders")

1. **Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$55,000.00** CAD which was originally advanced on May 09, 2022.
2. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$55,000.00 CAD. The term is 6 Month Term fully open from December 09, 2023. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$779.17 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to payments@thewindrosegroupp.ca.
3. A consulting and administration fee of \$550.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
4. Principle owing at the end of the term will be \$55,000.00 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before June 09, 2024, or the sale of 261 Kimberly Ave, Timmins ON P4N 1L8 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all



Borrowers Initials



Lenders Initials

amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on June 09, 2024. This includes, but is not limited to, the property located at 261 Kimberly Ave, Timmins ON P4N 1L8, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

Borrowers Initials

Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:


SIGNED, SEALED, AND DELIVERED

2023-12-01

Date: (dd/mm/yyyy).

 *Dylan Suitor*

Interlude Inc.(Borrowers)


 *Dylan Suitor*

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-06

Date: (dd/mm/yyyy).

 eSignature - Individual Lender

Names - Individual Lenders (Lenders)

 *DS*

Borrowers Initials


Lenders Initials

PROMISSORY NOTE RENEWAL

1560

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: [Redacted] (the "Lenders")

1. **Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$50,000.00** CAD which was originally advanced on May 09, 2022.
2. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$50,000.00 CAD. The term is 6 Month Term fully open from November 09, 2023. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$708.33 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to payments@thewindrosegroupp.ca.
3. A consulting and administration fee of \$500.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
4. Principle owing at the end of the term will be \$50,000.00 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before May 09, 2024, or the sale of 261 Kimberly Ave, Timmins ON P4N 1L8 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is



Borrowers Initials



Lenders Initials

secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on May 09, 2024. This includes, but is not limited to, the property located at 261 Kimberly Ave, Timmins ON P4N 1L8, Canada.

1561

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

Borrowers Initials

Lenders Initials

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees 1562
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - \$200.00
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:


SIGNED, SEALED, AND DELIVERED

2023-11-27

Date: (dd/mm/yyyy).

 *Dylan Suitor*

Interlude Inc.(Borrowers)

 *Dylan Suitor*

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-11-09

Date: (dd/mm/yyyy).

eSignature - Lender

Name - Individual Lender

 *DS*

Borrowers Initials

Lenders Initials

Date	Entity	Memo/Description	Split	Amount
7/7/2020	Hometown Housing Inc.	SCOTIA VISA	2555 Due To/From Dylan Suitor	-10,000.00
7/7/2020	Hometown Housing Inc.	AMEX PAYMENT	2555 Due To/From Dylan Suitor	-35,000.00
7/8/2020	Hometown Housing Inc.	AMEX PAYEMENT	2555 Due To/From Dylan Suitor	-10,000.00
7/8/2020	Hometown Housing Inc.	AMEX PAYMENT	2555 Due To/From Dylan Suitor	-20,000.00
7/13/2020	Hometown Housing Inc.	AMEX PAYMENT	2555 Due To/From Dylan Suitor	-25,000.00
7/16/2020	Hometown Housing Inc.	AMEX PAYMENT	2555 Due To/From Dylan Suitor	-20,000.00
7/17/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-10,000.00
7/17/2020	Hometown Housing Inc.	scotia visa payment	2555 Due To/From Dylan Suitor	-13,000.00
7/17/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-30,000.00
7/20/2020	Hometown Housing Inc.	e transfer	2555 Due To/From Dylan Suitor	1,098.30
7/21/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-20,000.00
7/22/2020	Hometown Housing Inc.	scotia visa payment	2555 Due To/From Dylan Suitor	-5,000.00
7/22/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-15,000.00
7/24/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-25,000.00
7/27/2020	Hometown Housing Inc.	scotia visa	2555 Due To/From Dylan Suitor	-8,000.00
7/27/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-65,000.00
7/28/2020	Hometown Housing Inc.	scotia payment	2555 Due To/From Dylan Suitor	-5,000.00
7/28/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-35,000.00
7/29/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-35,000.00
8/4/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-50,000.00
8/6/2020	Hometown Housing Inc.	scotia visa payment	2555 Due To/From Dylan Suitor	-8,000.00
8/6/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-20,000.00
8/13/2020	Hometown Housing Inc.	scotia visa payment	2555 Due To/From Dylan Suitor	-5,000.00
8/13/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-10,000.00
8/17/2020	Hometown Housing Inc.	scotia visa payment	2555 Due To/From Dylan Suitor	-5,000.00
8/24/2020	Hometown Housing Inc.	SCOTIA VISA PAYMENT	2555 Due To/From Dylan Suitor	-5,000.00
8/26/2020	Hometown Housing Inc.	amex payment	2555 Due To/From Dylan Suitor	-8,000.00
11/9/2020	Hometown Housing Inc.	AMEX PAYMENT	2555 Due To/From Dylan Suitor	-10,000.00
11/30/2020	Hometown Housing Inc.	SCOTIA VISA PAYMENT	2555 Due To/From Dylan Suitor	-20,000.00
5/20/2021	Interlude Inc.	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0008	Due to / from Dylan Suitor PREC	-43,073.97
6/24/2021	Interlude Inc.	Debit Memo, BR.3335, TRANSFER TO DYLAN SUITOR, FOR WIRE TO CAB RECORDS	Due to / from Dylan Suitor PREC	-47,700.98
5/18/2022	Interlude Inc.	Transfer, <u>Dylan Suitor Account #</u>	Due to / from Dylan Suitor PREC	-50,893.04

TOTAL: -\$667,569.69

Date	Entity	Memo/Description	Split	Amount
10/11/2022	Happy Gilmore Inc.	INTERAC e-Transfer Received	Due to/from Old thing back	5,000.00
10/11/2022	Happy Gilmore Inc.	INTERAC e-Transfer Received	Due to/from Old thing back	5,000.00
10/13/2022	Happy Gilmore Inc.	INTERAC e-Transfer Received	Due to/from Old thing back	5,000.00
11/18/2022	Happy Gilmore Inc.	Telephone/Online banking , INTERAC ETRNSFR AD RECVD OLD THING BACK INC.	Due to/from Old thing back	10,000.00
1/2/2020	Hometown Housing Inc.	Transfer	2675 Due to/from Old Thing Back Inc.	3,000.00
1/20/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	1,000.00
1/21/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	3,000.00
1/27/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	300.00
1/31/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	-4,000.00
2/18/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	2,000.00
2/21/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	6,000.00
2/24/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	500.00
2/25/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	2,200.00
2/26/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	1,500.00
2/26/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	1,400.00
2/27/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	300.00
2/28/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	3,500.00
3/2/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	3,000.00
3/3/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	3,500.00
3/10/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	500.00
3/12/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	200.00
3/13/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	-10,000.00
3/16/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-5,000.00
3/19/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-1,600.00
3/23/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	5,000.00
3/24/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	-30,000.00
3/25/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-3,000.00
3/25/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-7,000.00
3/26/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-10,000.00
3/26/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-10,000.00
3/27/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-15,000.00
4/1/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-5,483.40
4/2/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-1,000.00
4/2/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-4,000.00
4/9/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	3,000.00
4/14/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	-500.00

4/15/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	-4,000.00
4/15/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN		2675 Due to/from Old Thing Back Inc.	-4,000.00
4/15/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN		2675 Due to/from Old Thing Back Inc.	-5,000.00
4/17/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN		2675 Due to/from Old Thing Back Inc.	-500.00
4/20/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	5,000.00
4/20/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	-600.00
4/24/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN		2675 Due to/from Old Thing Back Inc.	-1,500.00
4/29/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	20.00
4/29/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	Old Think Back Account #	2675 Due to/from Old Thing Back Inc.	-100.00
5/1/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN		2675 Due to/from Old Thing Back Inc.	-1,500.00
5/4/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	2,000.00
5/4/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN		2675 Due to/from Old Thing Back Inc.	2,000.00
5/4/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #	2675 Due to/from Old Thing Back Inc.	-1,000.00
5/13/2020	Hometown Housing Inc.	transfer		2675 Due to/from Old Thing Back Inc.	3,000.00
5/15/2020	Hometown Housing Inc.	transfer		2675 Due to/from Old Thing Back Inc.	-60,000.00
5/20/2020	Hometown Housing Inc.	transfer		2675 Due to/from Old Thing Back Inc.	-5,000.00
6/1/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-5,000.00
6/1/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-5,000.00
6/1/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-12,000.00
6/5/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-30,000.00
6/8/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-5,000.00
6/10/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-7,000.00
6/12/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-6,000.00
6/15/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-5,000.00
6/19/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-10,000.00
6/23/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-15,000.00
7/6/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-4,000.00
7/7/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-60,000.00
7/9/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-5,000.00
7/13/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-3,000.00
7/13/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-5,000.00
7/14/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-3,000.00
7/16/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-10,000.00
7/23/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-30,000.00
7/27/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-10,000.00
7/29/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-5,000.00
8/14/2020	Hometown Housing Inc.			2675 Due to/from Old Thing Back Inc.	-15,000.00

8/20/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-5,000.00
8/20/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-10,000.00
9/3/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-5,000.00
9/4/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-200.00
9/4/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-2,000.00
9/9/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	1,000.00
9/10/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	1,100.00
9/10/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-3,400.00
9/14/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-5,000.00
9/18/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-1,000.00
9/24/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	5,000.00
10/2/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-3,000.00
10/6/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	1,500.00
10/9/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	500.00
10/13/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-400.00
10/26/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	30,000.00
10/26/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	4,500.00
10/30/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	3,000.00
10/30/2020	Hometown Housing Inc.	e transfer	2675 Due to/from Old Thing Back Inc.	1,000.00
11/17/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-100.00
11/17/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-100.00
11/19/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	4,000.00
11/19/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	2,000.00
11/20/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	5,000.00
11/20/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	5,000.00
11/26/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	-300.00
11/27/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	10,000.00
11/27/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	10,000.00
11/27/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	200.00
11/30/2020	Hometown Housing Inc.		2675 Due to/from Old Thing Back Inc.	25,000.00
12/3/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	30,000.00
12/9/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-2,000.00
12/15/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	5,000.00
12/18/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	2,000.00
12/21/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	-2,000.00
1/7/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	5,000.00
1/19/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	2675 Due to/from Old Thing Back Inc.	5,000.00

1/26/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #
1/27/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
1/29/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
2/10/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
2/12/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
2/16/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
2/16/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
2/17/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
2/17/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
2/18/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
2/26/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	Unknown Account #
3/1/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
3/5/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
3/11/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY A BUSINESS PLAN	Unknown Account #
3/17/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #
3/19/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #
3/22/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
3/24/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #
3/24/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
3/29/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
3/30/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/1/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/7/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/9/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/9/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/12/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY B BUSINESS PLAN	
4/13/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/16/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	Old Thing Back Account #
4/19/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/20/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/28/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
4/30/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
5/5/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY B BUSINESS PLAN	
7/23/2021	Hometown Housing Inc.	IB033 TFR-TO	
8/5/2021	Hometown Housing Inc.	HC243 TFR-FR	
8/9/2021	Hometown Housing Inc.	UW100 TFR-T	
10/19/2021	Hometown Housing Inc.	WY212 TFR-T	

10/19/2021	Hometown Housing Inc.	WY193 TFR-T	Old Thing Back	2675 Due to/from Old Thing Back Inc.	-25,000.00
10/29/2021	Hometown Housing Inc.	IB061 TFR-TO		2675 Due to/from Old Thing Back Inc.	-20,000.00
11/16/2021	Hometown Housing Inc.	WH442 TFR-T	Account #	2675 Due to/from Old Thing Back Inc.	-15,000.00
11/23/2021	Hometown Housing Inc.	WZ164 TFR-F		2675 Due to/from Old Thing Back Inc.	35,000.00
11/23/2021	Hometown Housing Inc.	WO011 TFR-T		2675 Due to/from Old Thing Back Inc.	-2,500.00
11/29/2021	Hometown Housing Inc.	UH073 TFR-FR		2675 Due to/from Old Thing Back Inc.	5,000.00
11/30/2021	Hometown Housing Inc.	WJ404 TFR-F		2675 Due to/from Old Thing Back Inc.	6,000.00
12/6/2021	Hometown Housing Inc.	UH150 TFR-T		2675 Due to/from Old Thing Back Inc.	-2,000.00
12/8/2021	Hometown Housing Inc.	HQ310 TFR-T		2675 Due to/from Old Thing Back Inc.	-5,000.00
12/16/2021	Hometown Housing Inc.	IH003 TFR-TO		2675 Due to/from Old Thing Back Inc.	-13,000.00
12/17/2021	Hometown Housing Inc.	ID205 TFR-FR		2675 Due to/from Old Thing Back Inc.	1,000.00
1/7/2022	Hometown Housing Inc.	ID304 TFR-TO		2675 Due to/from Old Thing Back Inc.	-5,000.00
1/20/2022	Hometown Housing Inc.	IX352 TFR-TO		2675 Due to/from Old Thing Back Inc.	-4,000.00
1/24/2022	Hometown Housing Inc.	JB052 TFR-F		2675 Due to/from Old Thing Back Inc.	5,000.00
1/26/2022	Hometown Housing Inc.	WB345 TFR-F		2675 Due to/from Old Thing Back Inc.	6,000.00
1/28/2022	Hometown Housing Inc.	IG233 TFR-FR		2675 Due to/from Old Thing Back Inc.	1,000.00
2/2/2022	Hometown Housing Inc.	HZ003 TFR-F		2675 Due to/from Old Thing Back Inc.	800.00
2/4/2022	Hometown Housing Inc.	ID411 TFR-FR		2675 Due to/from Old Thing Back Inc.	1,400.00
2/10/2022	Hometown Housing Inc.	IH265 TFR-FR		2675 Due to/from Old Thing Back Inc.	500.00
2/23/2022	Hometown Housing Inc.	WB291 TFR-F		2675 Due to/from Old Thing Back Inc.	5,000.00
2/24/2022	Hometown Housing Inc.	HE022 TFR-F		2675 Due to/from Old Thing Back Inc.	6,000.00
3/9/2022	Hometown Housing Inc.	HY425 TFR-T		2675 Due to/from Old Thing Back Inc.	-5,000.00
3/14/2022	Hometown Housing Inc.	JD394 TFR-F		2675 Due to/from Old Thing Back Inc.	5,000.00
3/14/2022	Hometown Housing Inc.	LC153 TFR-T		2675 Due to/from Old Thing Back Inc.	-3,000.00
4/4/2022	Hometown Housing Inc.	JE375 TFR-F		2675 Due to/from Old Thing Back Inc.	6,600.00
4/13/2022	Hometown Housing Inc.	HW225 TFR-T		2675 Due to/from Old Thing Back Inc.	-2,000.00
5/17/2022	Hometown Housing Inc.	WH435 TFR-T		2675 Due to/from Old Thing Back Inc.	-15,000.00
6/2/2022	Hometown Housing Inc.	HB533 TFR-T		2675 Due to/from Old Thing Back Inc.	-50,000.00
6/6/2022	Hometown Housing Inc.	RO162 TFR-T		2675 Due to/from Old Thing Back Inc.	-20,000.00
7/11/2022	Hometown Housing Inc.	UQ530 TFR-T		2675 Due to/from Old Thing Back Inc.	-50,000.00
10/13/2022	Hometown Housing Inc.	IL464 TFR-FR		2675 Due to/from Old Thing Back Inc.	10,000.00
11/16/2022	Hometown Housing Inc.	HH414 TFR-T		2675 Due to/from Old Thing Back Inc.	-10,000.00
9/24/2020	Horses in the Back Inc.	IW405 TFR-FR		Due to/from Old Thing Back Inc.	3,000.00
9/29/2020	Horses in the Back Inc.	WG465 TFR-F		Due to/from Old Thing Back Inc.	2,000.00
10/5/2020	Horses in the Back Inc.	JB463 TFR-TO		Due to/from Old Thing Back Inc.	-2,000.00
10/5/2020	Horses in the Back Inc.	RH073 TFR-T		Due to/from Old Thing Back Inc.	-3,000.00
10/5/2020	Horses in the Back Inc.	UQ100 TFR-T		Due to/from Old Thing Back Inc.	-4,000.00

10/5/2020	Horses in the Back Inc.	RH293 TFR-TO	Old Thing Back	Due to/from Old Thing Back Inc.	-5,000.00
10/6/2020	Horses in the Back Inc.	WG132 TFR-T		Due to/from Old Thing Back Inc.	-3,000.00
10/6/2020	Horses in the Back Inc.	WG252 TFR-T	Account #	Due to/from Old Thing Back Inc.	-4,000.00
11/20/2020	Horses in the Back Inc.	JZ302 TFR-FR		Due to/from Old Thing Back Inc.	3,000.00
11/24/2020	Horses in the Back Inc.	WX514 TFR-FR		Due to/from Old Thing Back Inc.	1,300.00
11/27/2020	Horses in the Back Inc.	JU534 TFR-FR		Due to/from Old Thing Back Inc.	10,000.00
11/27/2020	Horses in the Back Inc.	JR494 TFR-FR		Due to/from Old Thing Back Inc.	3,000.00
11/30/2020	Horses in the Back Inc.	RO505 TFR-FR		Due to/from Old Thing Back Inc.	4,000.00
12/11/2020	Horses in the Back Inc.	IG550 TFR-FR		Due to/from Old Thing Back Inc.	2,000.00
12/22/2020	Horses in the Back Inc.	WG154 TFR-F		Due to/from Old Thing Back Inc.	2,500.00
1/18/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	3,000.00
1/19/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	6,000.00
1/22/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	5,000.00
1/29/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	10,000.00
2/2/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	5,000.00
2/2/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	4,000.00
2/22/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	2,000.00
2/23/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	2,000.00
3/2/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	10,000.00
3/3/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	5,000.00
3/23/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	300.00
4/14/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	400.00
4/23/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	1,500.00
5/3/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	500.00
5/3/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	100.00
8/4/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	6,000.00
8/9/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-5,000.00
9/3/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-3,000.00
9/13/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-30,000.00
9/14/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-25,000.00
9/20/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-10,000.00
9/20/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-50,000.00
9/22/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-10,000.00
9/22/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-10,000.00
9/28/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-55,000.00
10/14/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-6,500.00
10/18/2021	Horses in the Back Inc.	HC320 TFR-T		Due to/from Old Thing Back Inc.	-60,000.00

10/19/2021	Horses in the Back Inc.	HC320 TFR-TO	Old Thing Back Account #	Due to/from Old Thing Back Inc.	-7,000.00
10/21/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	2,000.00
11/1/2021	Horses in the Back Inc.	HC320 TFR-TO		Due to/from Old Thing Back Inc.	-5,000.00
11/1/2021	Horses in the Back Inc.	HC320 TFR-TO		Due to/from Old Thing Back Inc.	-10,000.00
11/1/2021	Horses in the Back Inc.	HC320 TFR-TO		Due to/from Old Thing Back Inc.	-35,000.00
11/4/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	3,000.00
11/23/2021	Horses in the Back Inc.	HC320 TFR-TO		Due to/from Old Thing Back Inc.	-5,000.00
11/24/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	5,000.00
11/24/2021	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	4,000.00
1/21/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	2,500.00
1/25/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	2,000.00
1/27/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	5,000.00
1/31/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	2,000.00
2/1/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	2,000.00
2/17/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	500.00
2/23/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	3,000.00
3/8/2022	Horses in the Back Inc.	HC320 TFR-TO		Due to/from Old Thing Back Inc.	-2,000.00
3/22/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	3,000.00
4/12/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	1,900.00
11/21/2022	Horses in the Back Inc.	WW222 TFR-F		Due to/from Old Thing Back Inc.	300.00
1/19/2021	Interlude Inc.	INTERAC e-Transfer Received		Due to/ From Old Thing Back	5,000.00
1/25/2021	Interlude Inc.	INTERAC e-Transfer Received		Due to/ From Old Thing Back	3,000.00
1/28/2021	Interlude Inc.	Deposit at, BR. 3687		Due to/ From Old Thing Back	61,000.00
2/22/2021	Interlude Inc.	INTERAC e-Transfer Received		Due to/ From Old Thing Back	10,000.00
2/23/2021	Interlude Inc.	INTERAC e-Transfer Received		Due to/ From Old Thing Back	5,000.00
3/19/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-5,000.00
3/19/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
4/5/2021	Interlude Inc.	INTERAC e-Transfer Received, NA		Due to/ From Old Thing Back	2,500.00
4/5/2021	Interlude Inc.	INTERAC e-Transfer Received, NA		Due to/ From Old Thing Back	2,500.00
4/9/2021	Interlude Inc.	Deposit at, BR. 0764		Due to/ From Old Thing Back	50,000.00
4/12/2021	Interlude Inc.	Deposit at, BR. 0764		Due to/ From Old Thing Back	100,000.00
4/13/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
4/16/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
4/20/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
4/21/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
4/22/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
4/23/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00

4/26/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
4/29/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
5/3/2021	Interlude Inc.	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0005		Due to/ From Old Thing Back	-30,000.00
7/8/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
7/9/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
7/12/2021	Interlude Inc.	INTERAC Email Money Transfer Sent INTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
7/12/2021	Interlude Inc.	INTERAC Email Money Transfer Sent INTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
7/13/2021	Interlude Inc.	INTERAC Email Money Transfer Sent INTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
7/13/2021	Interlude Inc.	INTERAC Email Money Transfer Sent INTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
7/14/2021	Interlude Inc.	INTERAC Email Money Transfer Sent INTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
7/14/2021	Interlude Inc.	INTERAC Email Money Transfer Sent INTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
8/4/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0012		Due to/ From Old Thing Back	-100,000.00
8/20/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0015		Due to/ From Old Thing Back	-100,000.00
8/27/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
8/27/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
9/3/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0018		Due to/ From Old Thing Back	-100,000.00
9/20/2021	Interlude Inc.	INTERAC Email Money Transfer ReceivedINTERAC ETRNSFR AD RECVD		OLD THING BACK Due to/ From Old Thing Back	10,000.00
10/8/2021	Interlude Inc.	INTERAC Email Money Transfer ReceivedINTERAC ETRNSFR AD RECVD		OLD THING BACK Due to/ From Old Thing Back	10,000.00
10/14/2021	Interlude Inc.	INTERAC Email Money Transfer ReceivedINTERAC ETRNSFR AD RECVD		OLD THING BACK Due to/ From Old Thing Back	10,000.00
10/29/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
10/29/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
10/29/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
10/29/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
10/29/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
10/29/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
11/1/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
11/1/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
11/10/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0030		Due to/ From Old Thing Back	-30,000.00
11/16/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
11/16/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
11/23/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0031		Due to/ From Old Thing Back	-150,000.00
11/26/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0034		Due to/ From Old Thing Back	-75,000.00
12/8/2021	Interlude Inc.	INTERAC Email Money Transfer SentINTERAC ETRNSFR SENT	OTB	Due to/ From Old Thing Back	-10,000.00
12/17/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0037		Due to/ From Old Thing Back	-50,000.00
1/4/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
1/7/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00
1/7/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to/ From Old Thing Back	-10,000.00

1/17/2022	Interlude Inc.	Error Correction, INTERAC ETRNSFR SENT, OTB	Due to/ From Old Thing Back	10,000.00
1/17/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-10,000.00
1/17/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-10,000.00
1/17/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-10,000.00
1/19/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-10,000.00
1/19/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-10,000.00
1/26/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-5,000.00
2/2/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-8,000.00
2/24/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-7,000.00
3/17/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-10,000.00
4/4/2022	Interlude Inc.	INTERAC e-Transfer Sent	Due to/ From Old Thing Back	-10,000.00
5/10/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/ From Old Thing Back	10,000.00
8/3/2022	Interlude Inc.	Telephone/Online banking , INTERAC ETRNSFR AD RECVD OLD THING BACK INC.	Due to/ From Old Thing Back	10,000.00
8/10/2022	Interlude Inc.	Telephone/Online banking , INTERAC ETRNSFR AD RECVD OLD THING BACK INC.	Due to/ From Old Thing Back	10,000.00
9/19/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/ From Old Thing Back	10,000.00
10/3/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/ From Old Thing Back	10,000.00
11/18/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/ From Old Thing Back	10,000.00
2/15/2022	Joint Captain Real Estate Inc.	INTERAC e-Transfer Sent	Due to/from Old Thing Back	-10,000.00
4/1/2019	Neat Nest Inc.	FORWARD LR545 TFR-FR [REDACTED] Old Thing Back Acct #	Private Loans:Due to/from Old Thing Back	100.00
5/17/2019	Neat Nest Inc.	JH462 TFR-FR [REDACTED] Old Thing Back Acct #	Private Loans:Due to/from Old Thing Back	1,000.00
12/30/2019	Neat Nest Inc.	LP524 TFR-FR [REDACTED] (per Aruba)	Private Loans:Due to/from Old Thing Back	2,000.00
2/3/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED] Old Thing Back	Private Loans:Due to/from Old Thing Back	-30,000.00
3/11/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED] Account #	Private Loans:Due to/from Old Thing Back	-88,000.00
5/11/2020	Neat Nest Inc.	RY322 TFR-FR [REDACTED] Old Thing Back Account #	Private Loans:Due to/from Old Thing Back	10,000.00
8/4/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED] Old Thing Back	Private Loans:Due to/from Old Thing Back	-5,000.00
8/6/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED] Account #	Private Loans:Due to/from Old Thing Back	-15,000.00
8/7/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-50,000.00
8/10/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-50,000.00
8/11/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-15,000.00
8/12/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-20,000.00
8/13/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-30,000.00
8/17/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-20,000.00
8/17/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-25,000.00
8/24/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-60,000.00
8/25/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-10,000.00
8/27/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-5,000.00
8/31/2020	Neat Nest Inc.	HY190 TFR-TO [REDACTED]	Private Loans:Due to/from Old Thing Back	-50,000.00

9/8/2020	Neat Nest Inc.	HY190 TFR-TO
9/11/2020	Neat Nest Inc.	HY190 TFR-TO
9/11/2020	Neat Nest Inc.	HY190 TFR-TO
9/24/2020	Neat Nest Inc.	IW303 TFR-FR
9/28/2020	Neat Nest Inc.	LL413 TFR-FR
9/28/2020	Neat Nest Inc.	RO311 TFR-FR
9/28/2020	Neat Nest Inc.	RO335 TFR-FR
9/29/2020	Neat Nest Inc.	WX025 TFR-FR
10/13/2020	Neat Nest Inc.	UI403 TFR-FR
10/19/2020	Neat Nest Inc.	HY190 TFR-TO
10/19/2020	Neat Nest Inc.	HY190 TFR-TO
10/26/2020	Neat Nest Inc.	RO305 TFR-FR
10/28/2020	Neat Nest Inc.	WP413 TFR-FR
10/28/2020	Neat Nest Inc.	HY190 TFR-TO
11/5/2020	Neat Nest Inc.	IU413 TFR-FR
11/13/2020	Neat Nest Inc.	HY190 TFR-TO
11/19/2020	Neat Nest Inc.	IZ045 TFR-FR
11/25/2020	Neat Nest Inc.	WC141 TFR-FR
11/27/2020	Neat Nest Inc.	JU533 TFR-FR
11/27/2020	Neat Nest Inc.	JR495 TFR-FR
12/22/2020	Neat Nest Inc.	WG153 TFR-FR
12/22/2020	Neat Nest Inc.	HY190 TFR-TO
12/30/2020	Neat Nest Inc.	HY190 TFR-TO
1/6/2021	Neat Nest Inc.	HY190 TFR-TO
1/20/2021	Neat Nest Inc.	HQ015 TFR-FR
1/28/2021	Neat Nest Inc.	TFR-FR
2/22/2021	Neat Nest Inc.	TFR-FR
3/2/2021	Neat Nest Inc.	WQ194 TFR-FR
3/3/2021	Neat Nest Inc.	WN560 TFR-FR
3/15/2021	Neat Nest Inc.	RI315 TFR-FR
3/22/2021	Neat Nest Inc.	JM541 TFR-FR
4/1/2021	Neat Nest Inc.	TFR-FR
4/16/2021	Neat Nest Inc.	HY190 TFR-TO
4/19/2021	Neat Nest Inc.	HY190 TFR-TO
4/22/2021	Neat Nest Inc.	HY190 TFR-TO
4/23/2021	Neat Nest Inc.	JH401 TFR-FR
4/30/2021	Neat Nest Inc.	HY190 TFR-TO

Old Thing Back

Account #

Old Thing Back

Account #

Old Thing Back

Account #

Private Loans:Due to/from Old Thing	-600.00
Private Loans:Due to/from Old Thing	-25,000.00
Private Loans:Due to/from Old Thing	-40,000.00
Private Loans:Due to/from Old Thing	6,000.00
Private Loans:Due to/from Old Thing	1,500.00
Private Loans:Due to/from Old Thing	700.00
Private Loans:Due to/from Old Thing	600.00
Private Loans:Due to/from Old Thing	1,500.00
Private Loans:Due to/from Old Thing	3,400.00
Private Loans:Due to/from Old Thing	-220.00
Private Loans:Due to/from Old Thing	-300.00
Private Loans:Due to/from Old Thing	10,000.00
Private Loans:Due to/from Old Thing	2,000.00
Private Loans:Due to/from Old Thing	-98,000.00
Private Loans:Due to/from Old Thing	3,000.00
Private Loans:Due to/from Old Thing	-150.00
Private Loans:Due to/from Old Thing	1,000.00
Private Loans:Due to/from Old Thing	3,300.00
Private Loans:Due to/from Old Thing	10,000.00
Private Loans:Due to/from Old Thing	3,000.00
Private Loans:Due to/from Old Thing	2,500.00
Private Loans:Due to/from Old Thing	-10,000.00
Private Loans:Due to/from Old Thing	-25,000.00
Private Loans:Due to/from Old Thing	-5,000.00
Private Loans:Due to/from Old Thing	3,000.00
Private Loans:Due to/from Old Thing	1,000.00
Private Loans:Due to/from Old Thing	6,000.00
Private Loans:Due to/from Old Thing	2,000.00
Private Loans:Due to/from Old Thing	5,000.00
Private Loans:Due to/from Old Thing	2,000.00
Private Loans:Due to/from Old Thing	6,000.00
Private Loans:Due to/from Old Thing	10,000.00
Private Loans:Due to/from Old Thing	-8,000.00
Private Loans:Due to/from Old Thing	-1,000.00
Private Loans:Due to/from Old Thing	-2,500.00
Private Loans:Due to/from Old Thing	5,000.00
Private Loans:Due to/from Old Thing	-10,000.00

5/3/2021	Neat Nest Inc.	RZ254 TFR-FR
5/3/2021	Neat Nest Inc.	RZ101 TFR-FR
5/17/2021	Neat Nest Inc.	HY190 TFR-TO
5/27/2021	Neat Nest Inc.	HY190 TFR-TO
5/31/2021	Neat Nest Inc.	HY190 TFR-TO
6/29/2021	Neat Nest Inc.	HY190 TFR-TO
7/8/2021	Neat Nest Inc.	HY190 TFR-TO
8/13/2021	Neat Nest Inc.	HY190 TFR-TO
8/16/2021	Neat Nest Inc.	HY190 TFR-TO
9/2/2021	Neat Nest Inc.	IR102 TFR-FR
9/2/2021	Neat Nest Inc.	IR044 TFR-FR
9/3/2021	Neat Nest Inc.	HY190 TFR-TO
9/24/2021	Neat Nest Inc.	HY190 TFR-TO
9/24/2021	Neat Nest Inc.	HY190 TFR-TO
9/29/2021	Neat Nest Inc.	HY190 TFR-TO
10/4/2021	Neat Nest Inc.	HY190 TFR-TO
10/5/2021	Neat Nest Inc.	HY190 TFR-TO
10/5/2021	Neat Nest Inc.	HY190 TFR-TO
10/12/2021	Neat Nest Inc.	HY190 TFR-TO
10/12/2021	Neat Nest Inc.	HY190 TFR-TO
10/13/2021	Neat Nest Inc.	HY190 TFR-TO
10/15/2021	Neat Nest Inc.	HY190 TFR-TO
10/19/2021	Neat Nest Inc.	HY190 TFR-TO
10/19/2021	Neat Nest Inc.	HY190 TFR-TO
11/2/2021	Neat Nest Inc.	WG432 TFR-FR
11/23/2021	Neat Nest Inc.	HY190 TFR-TO
12/30/2021	Neat Nest Inc.	IH210 TFR-FR
12/30/2021	Neat Nest Inc.	IY405 TFR-FR
2/10/2022	Neat Nest Inc.	IH263 TFR-FR
2/18/2022	Neat Nest Inc.	JQ072 TFR-FR
2/23/2022	Neat Nest Inc.	WB293 TFR-F
3/4/2022	Neat Nest Inc.	HY190 TFR-TO
4/1/2022	Neat Nest Inc.	HY190 TFR-TO
4/4/2022	Neat Nest Inc.	HY190 TFR-TO
4/6/2022	Neat Nest Inc.	HY190 TFR-TO
4/11/2022	Neat Nest Inc.	UI443 TFR-FR
5/10/2022	Neat Nest Inc.	WQ402 TFR-F

Old Thing Back
Account #

Old Thing Back
Account #

Old Thing Back

Account #

Old Thing Back

Account #

Private Loans:Due to/from Old Thing	1,500.00
Private Loans:Due to/from Old Thing	1,000.00
Private Loans:Due to/from Old Thing	-100,000.00
Private Loans:Due to/from Old Thing	-100,000.00
Private Loans:Due to/from Old Thing	-50,000.00
Private Loans:Due to/from Old Thing	-100,000.00
Private Loans:Due to/from Old Thing	-50,000.00
Private Loans:Due to/from Old Thing	-60,000.00
Private Loans:Due to/from Old Thing	-50,000.00
Private Loans:Due to/from Old Thing	15,000.00
Private Loans:Due to/from Old Thing	15,000.00
Private Loans:Due to/from Old Thing	-2,500.00
Private Loans:Due to/from Old Thing	-10,000.00
Private Loans:Due to/from Old Thing	-60,000.00
Private Loans:Due to/from Old Thing	-15,000.00
Private Loans:Due to/from Old Thing	-3,000.00
Private Loans:Due to/from Old Thing	-10,000.00
Private Loans:Due to/from Old Thing	-50,000.00
Private Loans:Due to/from Old Thing	-5,000.00
Private Loans:Due to/from Old Thing	-10,000.00
Private Loans:Due to/from Old Thing	-80,000.00
Private Loans:Due to/from Old Thing	-3,800.00
Private Loans:Due to/from Old Thing	-4,000.00
Private Loans:Due to/from Old Thing	-10,000.00
Private Loans:Due to/from Old Thing	6,000.00
Private Loans:Due to/from Old Thing	-4,000.00
Private Loans:Due to/from Old Thing	3,000.00
Private Loans:Due to/from Old Thing	2,000.00
Private Loans:Due to/from Old Thing	3,000.00
Private Loans:Due to/from Old Thing	7,000.00
Private Loans:Due to/from Old Thing	7,000.00
Private Loans:Due to/from Old Thing	-600.00
Private Loans:Due to/from Old Thing	-200.00
Private Loans:Due to/from Old Thing	-11,000.00
Private Loans:Due to/from Old Thing	-800.00
Private Loans:Due to/from Old Thing	1,000.00
Private Loans:Due to/from Old Thing	10,000.00

11/25/2022	Neat Nest Inc.	HY190 TFR-TO	Old Thing Back Account #	Private Loans:Due to/from Old Thing	-1,500.00
					TOTAL: -\$2,651,333.40

Date	Entity	Memo/Description	Split	Amount
10/12/2022	DSPLN Inc.	INTERAC e-Transfer Received	Due to/from Upgrade	9,000.00
1/10/2022	Happy Gilmore Inc.	INTERAC e-Transfer Sent	Due to/from Upgrade Housing Inc	-10,000.00
1/10/2022	Happy Gilmore Inc.	INTERAC e-Transfer Sent	Due to/from Upgrade Housing Inc	-10,000.00
1/29/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-1,500.00
2/5/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-2,000.00
3/17/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-3,000.00
3/18/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-1,000.00
3/18/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-1,500.00
3/25/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-200.00
3/26/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-2,000.00
4/8/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-400.00
4/14/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-2,000.00
4/15/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-2,000.00
4/22/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	-1,000.00
4/27/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	800.00
4/28/2020	Hometown Housing Inc.	Transfer from TD EVERY DAY A BUSINESS PLAN	2560 Due to/from Upgrade Housing Ir	146.00
5/19/2020	Hometown Housing Inc.	transfer	2560 Due to/from Upgrade Housing Ir	-10,000.00
6/15/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-2,000.00
7/7/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-5,000.00
7/13/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-5,000.00
7/13/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-6,000.00
7/16/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-3,000.00
7/21/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-5,000.00
7/22/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-3,000.00
7/24/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-3,000.00
7/27/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-3,000.00
8/21/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-1,000.00
8/21/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-2,500.00
8/24/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-1,000.00
9/3/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	2,000.00
9/15/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-3,000.00
9/18/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	-1,200.00
9/23/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	300.00
9/30/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	5,000.00
10/6/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	1,000.00
10/9/2020	Hometown Housing Inc.		2560 Due to/from Upgrade Housing Ir	2,500.00

10/21/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	5,000.00
10/21/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	-1,200.00
10/22/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	5,000.00
10/22/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	3,000.00
11/13/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	-1,700.00
11/16/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	-200.00
11/23/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	-1,500.00
11/25/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	-370.00
11/27/2020	Hometown Housing Inc.			2560 Due to/from Upgrade Housing Ir	-3,000.00
12/15/2020	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	Upgrade Housing Account #	2560 Due to/from Upgrade Housing Ir	-5,000.00
2/1/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY A BUSINESS PLAN	Upgrade Housing Account #	2560 Due to/from Upgrade Housing Ir	2,000.00
3/15/2021	Hometown Housing Inc.	Transfer from TD EVERY DAY A BUSINESS PLAN		2560 Due to/from Upgrade Housing Ir	10,000.00
3/17/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	Upgrade Housing	2560 Due to/from Upgrade Housing Ir	-1,500.00
3/18/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN	Account #	2560 Due to/from Upgrade Housing Ir	-1,000.00
3/18/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN		2560 Due to/from Upgrade Housing Ir	-1,000.00
3/30/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN		2560 Due to/from Upgrade Housing Ir	-1,500.00
4/15/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN		2560 Due to/from Upgrade Housing Ir	-1,000.00
4/16/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN		2560 Due to/from Upgrade Housing Ir	-500.00
4/16/2021	Hometown Housing Inc.	Transfer to TD EVERY DAY A BUSINESS PLAN		2560 Due to/from Upgrade Housing Ir	-6,000.00
8/3/2021	Hometown Housing Inc.	WG043 TFR-TO		2560 Due to/from Upgrade Housing Ir	-25,000.00
8/9/2021	Hometown Housing Inc.	RR040 TFR-FR	Upgrade Housing	2560 Due to/from Upgrade Housing Ir	30,000.00
8/31/2021	Hometown Housing Inc.	WZ305 TFR-TO		2560 Due to/from Upgrade Housing Ir	-29,000.00
9/1/2021	Hometown Housing Inc.	HI495 TFR-FR	Account #	2560 Due to/from Upgrade Housing Ir	30,000.00
11/2/2021	Hometown Housing Inc.	WG425 TFR-TO		2560 Due to/from Upgrade Housing Ir	-25,000.00
12/2/2021	Hometown Housing Inc.	HN574 TFR-TO		2560 Due to/from Upgrade Housing Ir	-500.00
12/2/2021	Hometown Housing Inc.	IZ030 TFR-TO		2560 Due to/from Upgrade Housing Ir	-2,000.00
12/2/2021	Hometown Housing Inc.	HB154 TFR-TO		2560 Due to/from Upgrade Housing Ir	-2,000.00
12/10/2021	Hometown Housing Inc.	JW575 TFR-TO		2560 Due to/from Upgrade Housing Ir	-2,000.00
12/10/2021	Hometown Housing Inc.	JW400 TFR-TO		2560 Due to/from Upgrade Housing Ir	-6,000.00
1/4/2022	Hometown Housing Inc.	UW563 TFR-T		2560 Due to/from Upgrade Housing Ir	-1,000.00
1/19/2022	Hometown Housing Inc.	HY500 TFR-TO		2560 Due to/from Upgrade Housing Ir	-5,000.00
2/1/2022	Hometown Housing Inc.	RB525 TFR-TO		2560 Due to/from Upgrade Housing Ir	-15,000.00
2/1/2022	Hometown Housing Inc.	RB590 TFR-TO		2560 Due to/from Upgrade Housing Ir	-24,000.00
2/7/2022	Hometown Housing Inc.	UD535 TFR-FR		2560 Due to/from Upgrade Housing Ir	1,500.00
2/8/2022	Hometown Housing Inc.	RD014 TFR-FR		2560 Due to/from Upgrade Housing Ir	1,000.00
2/9/2022	Hometown Housing Inc.	WB205 TFR-F		2560 Due to/from Upgrade Housing Ir	50.00
3/1/2022	Hometown Housing Inc.	RG005 TFR-FR		2560 Due to/from Upgrade Housing Ir	3,000.00

3/2/2022	Hometown Housing Inc.	HQ424 TFR-F	Upgrade Housing Account #	2560 Due to/from Upgrade Housing Ir	2,000.00
3/14/2022	Hometown Housing Inc.	JD262 TFR-T		2560 Due to/from Upgrade Housing Ir	-6,000.00
3/17/2022	Hometown Housing Inc.	HD061 TFR-F		2560 Due to/from Upgrade Housing Ir	4,000.00
4/1/2022	Hometown Housing Inc.	IC400 TFR-TO		2560 Due to/from Upgrade Housing Ir	-7,000.00
4/13/2022	Hometown Housing Inc.	HW221 TFR-T		2560 Due to/from Upgrade Housing Ir	-2,000.00
4/28/2022	Hometown Housing Inc.	HE050 TFR-F		2560 Due to/from Upgrade Housing Ir	500.00
4/29/2022	Hometown Housing Inc.	JJ444 TFR-FR		2560 Due to/from Upgrade Housing Ir	2,000.00
5/4/2022	Hometown Housing Inc.	HJ091 TFR-T		2560 Due to/from Upgrade Housing Ir	-20,000.00
8/26/2022	Hometown Housing Inc.	JJ240 TFR-TO		2560 Due to/from Upgrade Housing Ir	-10,000.00
8/26/2022	Hometown Housing Inc.	JJ230 TFR-TO		2560 Due to/from Upgrade Housing Ir	-80,000.00
9/21/2022	Hometown Housing Inc.	HT535 TFR-F		2560 Due to/from Upgrade Housing Ir	10,000.00
9/28/2022	Hometown Housing Inc.	HG013 TFR-F		2560 Due to/from Upgrade Housing Ir	15,000.00
10/6/2022	Hometown Housing Inc.	HP404 TFR-T		2560 Due to/from Upgrade Housing Ir	-10,000.00
10/21/2022	Hometown Housing Inc.	JW230 TFR-F		2560 Due to/from Upgrade Housing Ir	10,000.00
11/3/2022	Hometown Housing Inc.	II095 TFR-FR		2560 Due to/from Upgrade Housing Ir	10,000.00
11/15/2022	Hometown Housing Inc.	WL492 TFR-F		2560 Due to/from Upgrade Housing Ir	10,000.00
11/16/2022	Hometown Housing Inc.	HH404 TFR-F		2560 Due to/from Upgrade Housing Ir	5,000.00
11/28/2022	Hometown Housing Inc.	UG541 TFR-T		2560 Due to/from Upgrade Housing Ir	-400.00
12/1/2022	Hometown Housing Inc.	HP391 TFR-F		2560 Due to/from Upgrade Housing Ir	500.00
12/1/2022	Hometown Housing Inc.	IY400 TFR-FR		2560 Due to/from Upgrade Housing Ir	500.00
12/5/2022	Hometown Housing Inc.	LI102 TFR-FR		2560 Due to/from Upgrade Housing Ir	500.00
9/21/2020	Horses in the Back Inc.	RZ041 TFR-FR		Due to/from Upgrade Housing Inc.	100.00
10/5/2020	Horses in the Back Inc.	JB474 TFR-TO		Due to/from Upgrade Housing Inc.	-1,000.00
10/5/2020	Horses in the Back Inc.	LU470 TFR-TO		Due to/from Upgrade Housing Inc.	-5,000.00
10/6/2020	Horses in the Back Inc.	WJ105 TFR-T		Due to/from Upgrade Housing Inc.	-3,000.00
10/14/2020	Horses in the Back Inc.	WP104 TFR-F		Due to/from Upgrade Housing Inc.	1,200.00
10/21/2020	Horses in the Back Inc.	HR071 TFR-F		Due to/from Upgrade Housing Inc.	2,000.00
10/23/2020	Horses in the Back Inc.	JQ475 TFR-FR		Due to/from Upgrade Housing Inc.	3,000.00
11/3/2020	Horses in the Back Inc.	WQ090 TFR-F		Due to/from Upgrade Housing Inc.	3,000.00
11/13/2020	Horses in the Back Inc.	IN444 TFR-TO		Due to/from Upgrade Housing Inc.	-100.00
3/2/2021	Horses in the Back Inc.	HQ005 TFR-F		Due to/from Upgrade Housing Inc.	2,000.00

3/24/2021	Horses in the Back Inc.	HQ005 TFR-FR	Upgrade Housing Account #	Due to/from Upgrade Housing Inc.	3,000.00
4/1/2021	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	2,000.00
5/5/2021	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	2,000.00
8/11/2021	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	5,000.00
9/1/2021	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	10,000.00
11/1/2021	Horses in the Back Inc.	HL090 TFR-TO		Due to/from Upgrade Housing Inc.	-5,000.00
11/2/2021	Horses in the Back Inc.	HL090 TFR-TO		Due to/from Upgrade Housing Inc.	-10,000.00
12/14/2021	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	3,000.00
2/8/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	100.00
2/11/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	400.00
2/14/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	1,800.00
3/2/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	5,000.00
3/18/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	600.00
3/22/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	1,100.00
4/21/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	200.00
4/27/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	3,000.00
8/18/2022	Horses in the Back Inc.	HL090 TFR-TO		Due to/from Upgrade Housing Inc.	-100,000.00
8/26/2022	Horses in the Back Inc.	HL090 TFR-TO		Due to/from Upgrade Housing Inc.	-50,000.00
9/28/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	2,000.00
10/12/2022	Horses in the Back Inc.	HL090 TFR-TO		Due to/from Upgrade Housing Inc.	-2,000.00
10/17/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	1,000.00
10/24/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	2,500.00
10/26/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	5,000.00
11/7/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	1,000.00

11/14/2022	Horses in the Back Inc.	HQ005 TFR-FR	Upgrade Housing Account #	Due to/from Upgrade Housing Inc.	5,000.00
11/14/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	1,000.00
11/15/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	2,000.00
12/1/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	500.00
12/5/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	1,800.00
12/19/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	700.00
12/20/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	900.00
12/20/2022	Horses in the Back Inc.	HQ005 TFR-FR		Due to/from Upgrade Housing Inc.	50.00
2/25/2021	Interlude Inc.	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0002		Due to / From Upgrade Housing	-19,375.00
4/16/2021	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
5/3/2021	Interlude Inc.	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0004		Due to / From Upgrade Housing	-70,000.00
5/7/2021	Interlude Inc.	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0006		Due to / From Upgrade Housing	-45,000.00
5/11/2021	Interlude Inc.	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0007		Due to / From Upgrade Housing	-100,000.00
8/9/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0013		Due to / From Upgrade Housing	-100,000.00
9/1/2021	Interlude Inc.	Preauthorized Debit / CorrectionDEFT SETTLEMENT FLE 0016		Due to / From Upgrade Housing	-100,000.00
10/12/2021	Interlude Inc.	INTERAC Email Money Transfer ReceivedINTERAC ETRNSFR AD RECVD	UPGRADE HOUSI	Due to / From Upgrade Housing	10,000.00
1/4/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
2/22/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
3/2/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
3/17/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
3/21/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
4/20/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	5,000.00
4/26/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
5/11/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	10,000.00
5/27/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-7,000.00
8/2/2022	Interlude Inc.	Telephone/Online banking , INTERAC ETRNSFR AD RECVD UPGRADE HOUSING INC.		Due to / From Upgrade Housing	10,000.00
8/10/2022	Interlude Inc.	Telephone/Online banking , INTERAC ETRNSFR AD RECVD UPGRADE HOUSING INC.		Due to / From Upgrade Housing	10,000.00
8/18/2022	Interlude Inc.	Credit Memo , INCOMING WIRE PAYMENT CA, UPGRADE HOUSING INC.		Due to/from Upgrade Housing	800,000.00
8/26/2022	Interlude Inc.	Telephone/Online banking , INTERAC ETRNSFR AD RECVD UPGRADE HOUSING INC.		Due to/ From Upgrade Housing Inc.	10,000.00
8/26/2022	Interlude Inc.	Telephone/Online banking , INTERAC ETRNSFR AD RECVD UPGRADE HOUSING INC.		Due to/ From Upgrade Housing Inc.	10,000.00
9/28/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	10,000.00
10/3/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	10,000.00
10/12/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00

10/12/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
10/12/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
10/18/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	10,000.00
10/19/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	10,000.00
10/21/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	10,000.00
11/18/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	10,000.00
11/28/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
11/28/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
12/1/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
12/1/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
12/1/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-10,000.00
12/5/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-3,000.00
12/5/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-7,000.00
12/8/2022	Interlude Inc.	INTERAC e-Transfer Received		Due to / From Upgrade Housing	1,000.00
12/16/2022	Interlude Inc.	INTERAC e-Transfer Sent		Due to / From Upgrade Housing	-3,000.00
3/1/2022	Joint Captain Real Estate Inc.	INTERAC e-Transfer Sent		Due to/from Upgarade Housing	-10,000.00
3/1/2022	Joint Captain Real Estate Inc.	INTERAC e-Transfer Sent		Due to/from Upgarade Housing	-10,000.00
3/1/2022	Joint Captain Real Estate Inc.	INTERAC e-Transfer Sent		Due to/from Upgarade Housing	-10,000.00
3/1/2022	Joint Captain Real Estate Inc.	INTERAC e-Transfer Sent		Due to/from Upgarade Housing	-10,000.00
3/1/2022	Joint Captain Real Estate Inc.	INTERAC e-Transfer Sent		Due to/from Upgarade Housing	-10,000.00
1/19/2021	Multiville Inc.	INTERAC e-Transfer Received		Due to/from Upgrade Housing Inc.	4,571.38
7/6/2020	Neat Nest Inc.	WC144 TFR-FR	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	3,000.00
7/13/2020	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	5,000.00
8/25/2020	Neat Nest Inc.	RB455 TFR-TO	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	-2,000.00
9/11/2020	Neat Nest Inc.	JH504 TFR-TO		Private Loans:Due to/from Upgrade H	-5,000.00
9/14/2020	Neat Nest Inc.	UU041 TFR-TO		Private Loans:Due to/from Upgrade H	-1,000.00
9/14/2020	Neat Nest Inc.	RG253 TFR-TO		Private Loans:Due to/from Upgrade H	-1,100.00
9/15/2020	Neat Nest Inc.	WQ253 TFR-TO		Private Loans:Due to/from Upgrade H	-1,000.00
9/18/2020	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	300.00
9/18/2020	Neat Nest Inc.	IB530 TFR-TO		Private Loans:Due to/from Upgrade H	-400.00
9/30/2020	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	4,000.00
10/14/2020	Neat Nest Inc.	HW424 TFR-TO		Private Loans:Due to/from Upgrade H	-500.00
10/21/2020	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	4,000.00
10/23/2020	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	8,000.00
11/3/2020	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	2,000.00
11/10/2020	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	2,000.00
11/13/2020	Neat Nest Inc.	IN442 TFR-TO		Private Loans:Due to/from Upgrade H	-250.00

11/24/2020	Neat Nest Inc.	WY071 TFR-TO	Upgrade Housing	Private Loans:Due to/from Upgrade H	-400.00
11/25/2020	Neat Nest Inc.	WC144 TFR-FR	Account #	Private Loans:Due to/from Upgrade H	500.00
12/23/2020	Neat Nest Inc.	HX202 TFR-TO		Private Loans:Due to/from Upgrade H	-2,000.00
1/18/2021	Neat Nest Inc.	LU213 TFR-TO		Private Loans:Due to/from Upgrade H	-10,000.00
1/19/2021	Neat Nest Inc.	WQ502 TFR-TO		Private Loans:Due to/from Upgrade H	-5,000.00
3/1/2021	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	2,000.00
3/16/2021	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	8,000.00
4/5/2021	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	200.00
4/12/2021	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	1,000.00
4/19/2021	Neat Nest Inc.	RY540 TFR-TO		Private Loans:Due to/from Upgrade H	-3,000.00
5/20/2021	Neat Nest Inc.	IR310 TFR-TO		Private Loans:Due to/from Upgrade H	-15,000.00
5/31/2021	Neat Nest Inc.	RX292 TFR-TO		Private Loans:Due to/from Upgrade H	-50,000.00
8/11/2021	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	7,000.00
8/31/2021	Neat Nest Inc.	RC042 TFR-TO		Private Loans:Due to/from Upgrade H	-2,000.00
9/22/2021	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	10,000.00
10/1/2021	Neat Nest Inc.	JJ024 TFR-TO		Private Loans:Due to/from Upgrade H	-10,000.00
10/1/2021	Neat Nest Inc.	JY155 TFR-TO		Private Loans:Due to/from Upgrade H	-35,000.00
10/15/2021	Neat Nest Inc.	JL141 TFR-TO		Private Loans:Due to/from Upgrade H	-3,000.00
10/18/2021	Neat Nest Inc.	RZ172 TFR-TO		Private Loans:Due to/from Upgrade H	-10,000.00
10/19/2021	Neat Nest Inc.	RD222 TFR-TO		Private Loans:Due to/from Upgrade H	-4,000.00
10/19/2021	Neat Nest Inc.	RD393 TFR-TO		Private Loans:Due to/from Upgrade H	-4,000.00
11/1/2021	Neat Nest Inc.	UI053 TFR-TO	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	-1,500.00
1/5/2022	Neat Nest Inc.	WC144 TFR-FR	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	5,000.00
1/17/2022	Neat Nest Inc.	JM473 TFR-TO	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	-500.00
1/21/2022	Neat Nest Inc.	IB445 TFR-TO	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	-1,000.00
2/2/2022	Neat Nest Inc.	WC144 TFR-FR	Upgrade Housing	Private Loans:Due to/from Upgrade H	800.00
2/9/2022	Neat Nest Inc.	WC144 TFR-FR	Account #	Private Loans:Due to/from Upgrade H	100.00
2/28/2022	Neat Nest Inc.	WC144 TFR-FR		Private Loans:Due to/from Upgrade H	5,000.00
2/28/2022	Neat Nest Inc.	JG344 TFR-TO	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	-2,500.00
3/1/2022	Neat Nest Inc.	WC144 TFR-FR	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	6,500.00
3/4/2022	Neat Nest Inc.	IC323 TFR-TO	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	-500.00
3/9/2022	Neat Nest Inc.	WC144 TFR-FR	Upgrade Housing Account #	Private Loans:Due to/from Upgrade H	5,000.00
3/14/2022	Neat Nest Inc.	LC125 TFR-TO	Upgrade Housing	Private Loans:Due to/from Upgrade H	-4,000.00
3/14/2022	Neat Nest Inc.	LB302 TFR-TO	Account #	Private Loans:Due to/from Upgrade H	-7,000.00
3/23/2022	Neat Nest Inc.	HI050 TFR-TO		Private Loans:Due to/from Upgrade H	-1,000.00
3/29/2022	Neat Nest Inc.	RC414 TFR-TO		Private Loans:Due to/from Upgrade H	-2,000.00
4/1/2022	Neat Nest Inc.	JH234 TFR-TO		Private Loans:Due to/from Upgrade H	-100.00

4/5/2022	Neat Nest Inc.	RC023 TFR-TO	Upgrade Housing Account #		Private Loans:Due to/from Upgrade H	-3,000.00
4/6/2022	Neat Nest Inc.	HY030 TFR-TO			Private Loans:Due to/from Upgrade H	-2,000.00
4/11/2022	Neat Nest Inc.	WC144 TFR-FR		Upgrade Housing	Private Loans:Due to/from Upgrade H	1,200.00
4/21/2022	Neat Nest Inc.	WC144 TFR-FR		Account #	Private Loans:Due to/from Upgrade H	5,000.00
9/13/2022	Neat Nest Inc.	WC144 TFR-FR			Private Loans:Due to/from Upgrade H	10,000.00
10/4/2022	Neat Nest Inc.	WC144 TFR-FR			Private Loans:Due to/from Upgrade H	10,000.00
10/12/2022	Neat Nest Inc.	WC144 TFR-FR			Private Loans:Due to/from Upgrade H	7,000.00
10/12/2022	Neat Nest Inc.	WB021 TFR-TO	Upgrade Housing Account #		Private Loans:Due to/from Upgrade H	-10,000.00
10/12/2022	Neat Nest Inc.	HL000 TFR-TO			Private Loans:Due to/from Upgrade H	-220,000.00
11/7/2022	Neat Nest Inc.	WC144 TFR-FR		Upgrade Housing	Private Loans:Due to/from Upgrade H	5,000.00
11/9/2022	Neat Nest Inc.	WC144 TFR-FR		Account #	Private Loans:Due to/from Upgrade H	5,000.00
11/28/2022	Neat Nest Inc.	UG543 TFR-TO	Upgrade Housing Account #		Private Loans:Due to/from Upgrade H	-160.00
12/1/2022	Neat Nest Inc.	WC144 TFR-FR		Upgrade Housing	Private Loans:Due to/from Upgrade H	4,500.00
12/5/2022	Neat Nest Inc.	WC144 TFR-FR		Account #	Private Loans:Due to/from Upgrade H	4,800.00
12/14/2022	Neat Nest Inc.	WC144 TFR-FR			Private Loans:Due to/from Upgrade H	500.00
12/16/2022	Neat Nest Inc.	WC144 TFR-FR			Private Loans:Due to/from Upgrade H	2,200.00
12/23/2022	Neat Nest Inc.	WC144 TFR-FR			Private Loans:Due to/from Upgrade H	500.00
12/23/2022	Neat Nest Inc.	WC144 TFR-FR			Private Loans:Due to/from Upgrade H	300.00
12/23/2022	Neat Nest Inc.	WC144 TFR-FR			Private Loans:Due to/from Upgrade H	50.00

TOTAL: -\$318,787.62

Date	Entity	Memo/Description	Split	Amount
2/1/2022	Happy Gilmore Inc.	INTERAC e-Transfer Sent	Due to/from Prospect	-5,000.00
2/4/2022	Happy Gilmore Inc.	INTERAC e-Transfer Sent	Due to/from Prospect	-8,000.00
12/11/2020	Hometown Housing Inc.	SEND E-TFR CA***Mpw	Due to/From Prospect	-5,000.00
3/3/2021	Hometown Housing Inc.	SEND E-TFR CA***aKA	Due to/From Prospect	-5,000.00
3/5/2021	Hometown Housing Inc.	SEND E-TFR CA***rSQ	Due to/From Prospect	-7,000.00
5/20/2021	Hometown Housing Inc.	SEND E-TFR CA***NjB	Due to/From Prospect	-10,000.00
7/13/2021	Hometown Housing Inc.	View more E-TRANSFER ***mAp View more E-TRANSFER ***mAp	Due to/From Prospect	10,000.00
9/24/2021	Hometown Housing Inc.	View more SEND E-TFR ***4s5 View more SEND E-TFR ***4s5	Due to/From Prospect	-10,000.00
9/29/2021	Hometown Housing Inc.	View more SEND E-TFR ***sXs View more SEND E-TFR ***sXs	Due to/From Prospect	-10,000.00
10/1/2021	Hometown Housing Inc.	View more SEND E-TFR ***4ac View more SEND E-TFR ***4ac	Due to/From Prospect	-10,000.00
10/5/2021	Hometown Housing Inc.	View more SEND E-TFR ***pxN View more SEND E-TFR ***pxN	Due to/From Prospect	-10,000.00
10/12/2021	Hometown Housing Inc.	View more SEND E-TFR ***Nwr View more SEND E-TFR ***Nwr	Due to/From Prospect	-10,000.00
10/14/2021	Hometown Housing Inc.	View more SEND E-TFR ***F3s View more SEND E-TFR ***F3s	Due to/From Prospect	-10,000.00
10/29/2021	Hometown Housing Inc.	View more E-TRANSFER ***eCe View more E-TRANSFER ***eCe	Due to/From Prospect	10,000.00
10/29/2021	Hometown Housing Inc.	View more E-TRANSFER ***vFY View more E-TRANSFER ***vFY	Due to/From Prospect	10,000.00
12/8/2021	Hometown Housing Inc.	View more E-TRANSFER ***j7w View more E-TRANSFER ***j7w	Due to/From Prospect	10,000.00
2/17/2022	Hometown Housing Inc.	E-TRANSFER ***g3q	Due to/From Prospect	10,000.00
4/13/2022	Hometown Housing Inc.	E-TRANSFER ***2gd	Due to/From Prospect	10,000.00
12/23/2022	Hometown Housing Inc.	E-TRANSFER ***AZz	Due to/From Prospect	9,000.00
1/29/2021	Horses in the Back Inc.	SEND E-TFR CAvgNNqk	Due to/from Prospect Real Estate	-10,000.00
2/2/2021	Horses in the Back Inc.	SEND E-TFR CAXU6vGc	Due to/from Prospect Real Estate	-4,000.00
2/2/2021	Horses in the Back Inc.	SEND E-TFR CA6kz7gB	Due to/from Prospect Real Estate	-4,000.00
2/18/2021	Horses in the Back Inc.	SEND E-TFR CAZQchcg	Due to/from Prospect Real Estate	-1,500.00
3/2/2021	Horses in the Back Inc.	SEND E-TFR CAkuHsvr	Due to/from Prospect Real Estate	-10,000.00
3/8/2021	Horses in the Back Inc.	SEND E-TFR CAyQtCNA	Due to/from Prospect Real Estate	-5,000.00
6/11/2021	Horses in the Back Inc.	SEND E-TFR ***VMe	Due to/from Prospect Real Estate	-10,000.00
9/20/2021	Horses in the Back Inc.	SEND E-TFR ***r2S	Due to/from Prospect Real Estate	-10,000.00
9/29/2021	Horses in the Back Inc.	SEND E-TFR ***Cbb	Due to/from Prospect Real Estate	-10,000.00
10/1/2021	Horses in the Back Inc.	SEND E-TFR ***rDT	Due to/from Prospect Real Estate	-10,000.00
10/5/2021	Horses in the Back Inc.	SEND E-TFR ***4Sx	Due to/from Prospect Real Estate	-10,000.00

10/8/2021	Horses in the Back Inc.	SEND E-TFR ***Bzh	Due to/from Prospect Real Estate	-10,000.00
10/12/2021	Horses in the Back Inc.	SEND E-TFR ***ZdZ	Due to/from Prospect Real Estate	-10,000.00
10/14/2021	Horses in the Back Inc.	SEND E-TFR ***9YX	Due to/from Prospect Real Estate	-10,000.00
1/14/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	2,000.00
1/18/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	2,000.00
1/19/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	1,500.00
1/25/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	1,000.00
2/9/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	5,000.00
2/16/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	4,500.00
2/23/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	300.00
3/2/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	1,300.00
3/3/2021	Interlude Inc.	INTERAC e-Transfer Received	Due to/From Prospect Real Estate	5,000.00
3/4/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	1,000.00
3/4/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	500.00
3/8/2021	Interlude Inc.	INTERAC e-Transfer Received	Due to/From Prospect Real Estate	5,000.00
3/16/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	1,000.00
4/1/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	1,000.00
4/1/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	500.00
4/30/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-20,000.00
5/4/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	5,000.00
5/4/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	1,000.00
6/8/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-15,000.00
6/9/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-200.00
6/9/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-70,000.00
6/10/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-1,000.00
6/11/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	5,000.00
6/30/2021	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-50,000.00
8/24/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	-50,000.00
9/17/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	30,000.00
9/17/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	2,500.00
9/20/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	-5,000.00
9/22/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	2,000.00
9/24/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	-16,000.00
10/1/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	-115,000.00
10/8/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	-50,000.00
10/13/2021	Interlude Inc.	Transfer of Funds Prospect Account #	Due to/From Prospect Real Estate	25,000.00

10/13/2021	Interlude Inc.	Transfer of Funds	Prospect Account #	Due to/From Prospect Real Estate	10,000.00
10/13/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	-75,000.00
10/14/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	-5,000.00
10/14/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	-10,000.00
10/20/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	-75,000.00
11/4/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	7,000.00
11/9/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	-12,000.00
11/10/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	-5,000.00
11/23/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	2,000.00
12/1/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	-10,000.00
12/6/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	200.00
12/13/2021	Interlude Inc.	Transfer of Funds		Due to/From Prospect Real Estate	-20,000.00
12/17/2021	Interlude Inc.	Preauthorized Debit / Correction		Due to/From Prospect Real Estate	-6,463.34
1/27/2022	Interlude Inc.	Transfer,	Prospect Account #	Due to/From Prospect Real Estate	15,000.00
1/31/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	2,500.00
2/2/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	600.00
2/28/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	2,300.00
2/28/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	-64,000.00
3/2/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	4,000.00
3/14/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	-2,000.00
4/1/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	-35,000.00
4/6/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	-19,000.00
4/19/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	10,000.00
4/28/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	-4,000.00
4/29/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	-500.00
4/29/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	-15,000.00
5/9/2022	Interlude Inc.	Transfer,		Due to/From Prospect Real Estate	1,000.00
5/9/2022	Interlude Inc.	Transfer,	Prospect Account #	Due to/From Prospect Real Estate	200.00
6/28/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	-50,000.00
8/2/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	10,000.00
8/2/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	5,000.00
8/2/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	1,000.00
8/16/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	12,000.00
8/16/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	1,000.00
8/16/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	500.00
8/17/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	1,000.00
8/25/2022	Interlude Inc.	Transfer of Funds ,		Due to/From Prospect Real Estate	-15,000.00

9/16/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	2,000.00
9/19/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	10,000.00
9/19/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/From Prospect Real Estate	10,000.00
9/21/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/From Prospect Real Estate	10,000.00
9/21/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	1,000.00
9/21/2022	Interlude Inc.	Credit, BR.3914, EXPIRED EMT - 09/21/2022	Due to/From Prospect Real Estate	1,000.00
10/3/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-5,000.00
10/12/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	15,000.00
10/14/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-13,000.00
10/26/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-13,000.00
10/31/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-500.00
11/2/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-25,000.00
11/9/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-5,000.00
11/16/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/From Prospect Real Estate	10,000.00
11/16/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/From Prospect Real Estate	10,000.00
11/16/2022	Interlude Inc.	INTERAC e-Transfer Received	Due to/From Prospect Real Estate	10,000.00
11/22/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	17,000.00
12/1/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-100.00
12/6/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-1,000.00
12/14/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-115.00
12/21/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-12,000.00
12/29/2022	Interlude Inc.	Transfer, Prospect Account #	Due to/From Prospect Real Estate	-700.00
11/21/2022	Joint Captain Real Estate Inc.	Transfer, Prospect Account #	Due to/from Prospect Real Estate	1,800.00
12/21/2022	Joint Captain Real Estate Inc.	Transfer, Prospect Account #	Due to/from Prospect Real Estate	-12,000.00
3/1/2022	Multiville Inc.	Transfer, Prospect Account #	Due to/from Prospect Real Estate	-7,000.00
11/21/2022	Multiville Inc.	Transfer, Prospect Account #	Due to/from Prospect Real Estate	1,000.00
11/27/2020	Neat Nest Inc.	905 Main St Mortgage Loan	Private Loans:Due to/from Prospect F	-10,000.00
12/29/2020	Neat Nest Inc.	SEND E-TFR CATJHP3Y	Private Loans:Due to/from Prospect F	-10,000.00
4/1/2021	Neat Nest Inc.	SEND E-TFR CAMkVBSa	Private Loans:Due to/from Prospect F	-10,000.00
6/18/2021	Neat Nest Inc.	SEND E-TFR ***Vkn	Private Loans:Due to/from Prospect F	-10,000.00
8/26/2021	Neat Nest Inc.	SEND E-TFR ***HuP	Private Loans:Due to/from Prospect F	-3,923.27
12/30/2021	Neat Nest Inc.	SEND E-TFR ***WtD	Private Loans:Due to/from Prospect F	-3,000.15
3/2/2022	Neat Nest Inc.	E-TRANSFER ***q2B	Private Loans:Due to/from Prospect F	10,000.00
3/14/2022	Neat Nest Inc.	E-TRANSFER ***MuX	Private Loans:Due to/from Prospect F	10,000.00
12/30/2022	Neat Nest Inc.	E-TRANSFER ***XYw	Private Loans:Due to/from Prospect F	10,000.00
4/27/2021	The Mulligan Inc.	Interac e-Transfer Received	Intercompany Loans:Due from Prospe	6,000.00
5/17/2021	The Mulligan Inc.	INTERAC e-Transfer Received, NA	Intercompany Loans:Due from Prospe	8,000.00

5/19/2021	The Mulligan Inc.	INTERAC e-Transfer Received, 1C339B8F958B	Intercompany Loans:Due from Prospe	10,000.00
5/20/2021	The Mulligan Inc.	INTERAC e-Transfer Sent	Intercompany Loans:Due to Prospect	-6,000.00
10/29/2021	The Mulligan Inc.	INTERAC e-Transfer Received	Intercompany Loans:Due from Prospe	5,000.00
12/24/2021	The Mulligan Inc.	INTERAC e-Transfer Received	Intercompany Loans:Due from Prospe	5,000.00
12/29/2021	The Mulligan Inc.	INTERAC e-Transfer Received	Intercompany Loans:Due from Prospe	1,000.00
1/5/2022	The Mulligan Inc.	Interac e-Transfer Received	Intercompany Loans:Due to Prospect	2,000.00
1/26/2022	The Mulligan Inc.	Interac e-Transfer Received	Intercompany Loans:Due to Prospect	5,000.00
2/25/2022	The Mulligan Inc.	Interac e-Transfer Received	Intercompany Loans:Due to Prospect	5,000.00
3/2/2022	The Mulligan Inc.	Interac e-Transfer Received	Intercompany Loans:Due to Prospect	1,000.00
3/25/2022	The Mulligan Inc.	Interac e-Transfer Received	Intercompany Loans:Due to Prospect	1,000.00
3/30/2022	The Mulligan Inc.	Interac e-Transfer Received	Intercompany Loans:Due to Prospect	1,000.00
4/26/2022	The Mulligan Inc.	Interac e-Transfer Received	Intercompany Loans:Due to Prospect	5,000.00
5/13/2022	The Mulligan Inc.	INTERAC e-Transfer Received	Intercompany Loans:Due to Prospect	5,000.00
5/16/2022	The Mulligan Inc.	INTERAC e-Transfer Received	Intercompany Loans:Due to Prospect	5,000.00
5/27/2022	The Mulligan Inc.	INTERAC e-Transfer Received	Intercompany Loans:Due to Prospect	7,000.00
10/29/2021	The Pink Flamingo Inc.	INTERAC e-Transfer Received	Due to/from Prospect	5,000.00
11/1/2021	The Pink Flamingo Inc.	INTERAC e-Transfer Received	Due to/from Prospect	10,000.00
12/22/2021	The Pink Flamingo Inc.	INTERAC e-Transfer Received	Due to/from Prospect	10,000.00
12/22/2021	The Pink Flamingo Inc.	INTERAC e-Transfer Received	Due to/from Prospect	10,000.00
12/22/2021	The Pink Flamingo Inc.	INTERAC e-Transfer Received	Due to/from Prospect	10,000.00
12/22/2021	The Pink Flamingo Inc.	INTERAC e-Transfer Received	Due to/from Prospect	10,000.00
1/4/2022	The Pink Flamingo Inc.	INTERAC e-Transfer Received	Due to/from Prospect	10,000.00
1/4/2022	The Pink Flamingo Inc.	INTERAC e-Transfer Received	Due to/from Prospect	5,000.00

TOTAL: -\$649,801.76

Your branch address:

6760 MORRISON STREET
 NIAGARA FALLS, ONT L2E6Z8

Business Banking¹⁵⁸⁹

INTERLUDE INC.
 245 WYECROFT RD SUITE 4
 OAKVILLE ON L6K 3Y6

Your Branch
 DORCHESTER & MORRISON
 Transit number: 0490

For questions about your statement call
 (905) 356-7561

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Your Plan
 Business Builder 1 Plan

Business Banking statement

For the period ending November 30, 2021

Summary of account

Account	Opening balance (\$)	- Total amounts debited (\$)	+ Total amounts credited (\$)	= Closing balance (\$) on Nov 30, 2021
Business Account # Interlude Account #	77,139.99	643,072.91	613,048.55	47,115.63

Skip the public Wi-Fi when it comes to online and mobile banking and connect using cellular networks or a mobile stick. Public connections are not protected from Wi-Fi vulnerabilities. For more security tips, visit bmo.com/security.

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
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Business Account # **Interlude Account #**

Business name:
 INTERLUDE INC.

Oct 30	Opening balance			77,139.99
Nov 01	INTERAC e-Transfer Sent	10,000.00		67,139.99
Nov 01	INTERAC e-Transfer Sent	10,000.00		57,139.99
Nov 01	Pre-Authorized Payment, TFR TO TDCT FTD/RII	2,096.00		55,043.99
Nov 01	Pre-Authorized Payment, VISTA CREDIT MSP/DIV	33.98		55,010.01
Nov 01	Pre-Authorized Payment, VISTA CREDIT MSP/DIV	39.55		54,970.46
Nov 01	Deposit at, BR. 0738		49,490.05	104,460.51
Nov 01	Cheque, NO.816	1,237.50		103,223.01
Nov 01	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	980.00		102,243.01
Nov 01	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	256.67		101,986.34

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Nov 01	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	213.33		101,773.01
Nov 01	INTERAC e-Transfer Sent, AGENT DEPOSITS	8,000.00		93,773.01
Nov 01	INTERAC e-Transfer Sent, LOAN	10,000.00		83,773.01
Nov 01	INTERAC e-Transfer Sent	5,000.00		78,773.01
Nov 01	Cheque, NO.22	1,018.59		77,754.42
Nov 01	Cheque, NO.708	476.67		77,277.75
Nov 01	Cheque, NO.582	1,687.50		75,590.25
Nov 01	Cheque, NO.487	1,013.33		74,576.92
Nov 01	Cheque, NO.621	1,137.38		73,439.54
Nov 01	Cheque, NO.271	5,325.00		68,114.54
Nov 01	Cheque, NO.663	1,860.00		66,254.54
Nov 02	Pre-Authorized Payment, SOO PUC BPY/FAC	235.23		66,019.31
Nov 02	Pre-Authorized Payment, SOO PUC BPY/FAC	455.36		65,563.95
Nov 02	Pre-Authorized Payment, SOO PUC BPY/FAC	349.87		65,214.08
Nov 02	Pre-Authorized Payment, SOO PUC BPY/FAC	1,124.74		64,089.34
Nov 02	Pre-Authorized Payment, SOO PUC BPY/FAC	481.12		63,608.22
Nov 02	INTERAC e-Transfer Sent, 43 EDISON NOV PAYM	2,100.00		61,508.22
Nov 02	Cheque, NO.58	2,437.50		59,070.72
Nov 02	Transfer, Happy Town Account #	7,000.00		52,070.72
Nov 02	Cheque, NO.70	1,012.50		51,058.22
Nov 03	Cheque, NO.610	1,096.67		49,961.55
Nov 03	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	52.48		49,909.07
Nov 03	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	395.38		49,513.69
Nov 03	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	124.70		49,388.99
Nov 03	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	232.14		49,156.85
Nov 03	Cheque, NO.735	1,066.67		48,090.18
Nov 04	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	386.67		47,703.51
Nov 04	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	933.36		46,770.15
Nov 04	Transfer, Prospect Account #		7,000.00	53,770.15
Nov 04	INTERAC e-Transfer Sent, 179 MONTGOMERY 212	904.00		52,866.15
Nov 04	INTERAC e-Transfer Sent, 12 INGLEWOOD	429.40		52,436.75
Nov 04	INTERAC e-Transfer Sent, 108 NIAGARA FALLS	958.24		51,478.51
Nov 04	INTERAC e-Transfer Cancelled		958.24	52,436.75
Nov 04	INTERAC e-Transfer Cancelled		429.40	52,866.15
Nov 04	INTERAC e-Transfer Sent, 12 INGLEWOOD	429.40		52,436.75
Nov 04	INTERAC e-Transfer Sent, 108 NIAGARA	958.24		51,478.51
Nov 04	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	112.54		51,365.97
Nov 05	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	179.87		51,186.10

continued

Business Banking statement

INTERLUDE INC.
For the period ending November 30, 2021

Business Banking¹⁵⁹¹



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Nov 05	INTERAC e-Transfer Sent, Unknown Account #	485.90		50,700.20
Nov 05	Cheque, NO.593	853.33		49,846.87
Nov 05	Cheque, NO.294	468.00		49,378.87
Nov 05	Direct Deposit, RWC PROPERTY MA MSP/DIV		13,289.43	62,668.30
Nov 05	Cheque, NO.872	1,306.67		61,361.63
Nov 08	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	200.00		61,161.63
Nov 08	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	253.33		60,908.30
Nov 08	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	213.33		60,694.97
Nov 08	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	266.67		60,428.30
Nov 08	Pre-Authorized Payment, WELLAND HYDRO BPY/FAC	83.27		60,345.03
Nov 08	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	470.00		59,875.03
Nov 08	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	182.67		59,692.36
Nov 08	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	112.33		59,580.03
Nov 08	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, Name - Unknown		49,450.00	109,030.03
Nov 08	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, Name - Unknown		49,419.88	158,449.91
Nov 08	Cheque, NO.193	1,410.00		157,039.91
Nov 08	Cheque, NO.283	719.47		156,320.44
Nov 08	Cheque, NO.388	1,725.00		154,595.44
Nov 08	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	197.18		154,398.26
Nov 08	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,050.00		153,348.26
Nov 08	Cheque, NO.836	2,137.50		151,210.76
Nov 09	Cheque, NO.897	2,280.00		148,930.76
Nov 09	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	570.00		148,360.76
Nov 09	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	262.85		148,097.91
Nov 09	INTERAC e-Transfer Sent, 1403 BELLEVUE 1229	571.78		147,526.13
Nov 09	INTERAC e-Transfer Sent, 1403 BELLEVUE FINA	732.20		146,793.93
Nov 09	INTERAC e-Transfer Sent, 1403 BELLEVUE FINA	4,943.75		141,850.18
Nov 09	INTERAC e-Transfer Sent, 1403 BELLEVUE VR	2,186.55		139,663.63

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Nov 09	INTERAC e-Transfer Sent, VALLEY YARD VR	77.74		139,585.89
Nov 09	INTERAC e-Transfer Sent, 214 COLLEGE FINAL	120.20		139,465.69
Nov 09	INTERAC e-Transfer Sent, 27 WHITTAKER FINAL	661.14		138,804.55
Nov 09	INTERAC e-Transfer Sent, 1403 BELLEVUE INV	177.69		138,626.86
Nov 09	INTERAC e-Transfer Sent, 203 NOLIN 25 PERCE	3,672.50		134,954.36
Nov 09	INTERAC e-Transfer Sent, 119 DOUGLAS 75 PER	4,250.00		130,704.36
Nov 09	INTERAC e-Transfer Sent, 214 COLLEGE 50 PER	1,779.75		128,924.61
Nov 09	INTERAC e-Transfer Sent, 276 TAMARACK FINAL	1,582.00		127,342.61
Nov 09	INTERAC e-Transfer Sent, 276 TAMARACK VR	678.00		126,664.61
Nov 09	INTERAC e-Transfer Sent, 276 TAMARACK 75 PE	2,260.00		124,404.61
Nov 09	INTERAC e-Transfer Sent, 1092 WELLINGTON FI	2,478.78		121,925.83
Nov 09	INTERAC e-Transfer Sent, 1092 WELLINGTON VR	1,271.25		120,654.58
Nov 09	INTERAC e-Transfer Sent, 214 COLLEGE ST 75	5,388.69		115,265.89
Nov 09	INTERAC e-Transfer Sent, 257 JEAN FINAL VR	1,795.18		113,470.71
Nov 09	INTERAC e-Transfer Sent, 257 JEAN VR	578.75		112,891.96
Nov 09	INTERAC e-Transfer Sent, 257 JEAN VR	76.15		112,815.81
Nov 09	INTERAC e-Transfer Sent, 257 JEAN FINAL VR	939.27		111,876.54
Nov 09	INTERAC e-Transfer Sent, 64 BLOOR FINAL VR	1,977.50		109,899.04
Nov 09	INTERAC e-Transfer Sent, 64 BLOOR VR	847.50		109,051.54
Nov 09	INTERAC e-Transfer Sent, 54 ROWLAND FINAL V	4,034.10		105,017.44
Nov 09	INTERAC e-Transfer Sent, 54 ROWLAND VR	711.90		104,305.54
Nov 09	INTERAC e-Transfer Sent, 283 MAPLE VR	296.63		104,008.91
Nov 09	INTERAC e-Transfer Sent, 283 MAPLE FINAL VR	3,658.37		100,350.54
Nov 09	INTERAC e-Transfer Sent, 27 WHITTAKER VR	1,048.81		99,301.73
Nov 09	INTERAC e-Transfer Sent, 27 WHITTAKER FINAL	2,447.24		96,854.49
Nov 09	INTERAC e-Transfer Sent, 257 JEAN FINAL VR	320.95		96,533.54
Nov 09	INTERAC e-Transfer Sent, 257 JEAN FINAL	29.65		96,503.89
Nov 09	INTERAC e-Transfer Sent, 363 MCNEIL VR	45.74		96,458.15
Nov 09	INTERAC e-Transfer Sent, 363 MCNEIL FINAL V	249.44		96,208.71
Nov 09	Transfer, Prospect Account #	12,000.00		84,208.71
Nov 10	Credit, BR.3914, EXPIRED EMT -11/10/2021		994.40	85,203.11
Nov 10	Cheque, NO.34	333.41		84,869.70
Nov 10	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0030	30,000.00		54,869.70
Nov 10	Transfer, Prospect Account #	5,000.00		49,869.70
Nov 12	Pre-Authorized Payment, GSHPI BPY/FAC	233.90		49,635.80
Nov 12	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	180.00		49,455.80
Nov 12	Pre-Authorized Payment, ATHOME BPY/FAC	52.85		49,402.95
Nov 12	Pre-Authorized Payment, ATHOME BPY/FAC	110.73		49,292.22
Nov 12	Pre-Authorized Payment, SOO PUC BPY/FAC	132.49		49,159.73

continued

Business Banking statement

INTERLUDE INC.
For the period ending November 30, 2021

Business Banking¹⁵⁹³



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Nov 12	INTERAC e-Transfer Sent, 166 TANCRED CFK	1,000.00		48,159.73
Nov 12	Cheque, NO.313	1,485.00		46,674.73
Nov 12	Direct Deposit, RWC PROPERTY MA MSP/DIV		25,000.00	71,674.73
Nov 12	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	195.85		71,478.88
Nov 12	Cheque, NO.183	1,987.50		69,491.38
Nov 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	524.00		68,967.38
Nov 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	130.67		68,836.71
Nov 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	240.00		68,596.71
Nov 15	INTERAC e-Transfer Sent, 3 INTERLUDE DEPOS	1,650.00		66,946.71
Nov 15	INTERAC e-Transfer Sent, 3 DEPOSITS	3,000.00		63,946.71
Nov 15	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, RINALDI SILVA LLP		7,182.50	71,129.21
Nov 15	Cheque, NO.639	1,650.00		69,479.21
Nov 15	Cheque, NO.634	1,800.00		67,679.21
Nov 15	Cheque, NO.343	1,606.50		66,072.71
Nov 15	Cheque, NO.540	890.00		65,182.71
Nov 15	Cheque, NO.547	890.00		64,292.71
Nov 15	Direct Deposit, RWC PROPERTY MA MSP/DIV		10,179.00	74,471.71
Nov 15	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,162.50		73,309.21
Nov 15	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	289.81		73,019.40
Nov 15	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	667.50		72,351.90
Nov 15	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	674.99		71,676.91
Nov 15	Cheque, NO.10	1,620.00		70,056.91
Nov 15	Pre-Authorized Payment, SNAP FINANCIAL BUS/ENT	115.48		69,941.43
Nov 15	Cheque, NO.502	960.00		68,981.43
Nov 15	Cheque, NO.847	2,137.50		66,843.93
Nov 16	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	593.33		66,250.60
Nov 16	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	600.00		65,650.60
Nov 16	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	80.00		65,570.60
Nov 16	Pre-Authorized Payment, COOPERATORS CSI INS/ASS	119.14		65,451.46

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Nov 16	Pre-Authorized Payment, COOPERATORS CSI INS/ASS	8,705.70		56,745.76
Nov 16	INTERAC e-Transfer Sent	10,000.00		46,745.76
Nov 16	INTERAC e-Transfer Sent	10,000.00		36,745.76
Nov 16	Cheque, NO.554	890.00		35,855.76
Nov 16	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	37.55		35,818.21
Nov 16	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	235.98		35,582.23
Nov 16	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	997.50		34,584.73
Nov 16	Cheque, NO.462	666.67		33,918.06
Nov 17	INTERAC e-Transfer Sent	8,000.00		25,918.06
Nov 17	Cheque, NO.162	1,837.50		24,080.56
Nov 17	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	937.50		23,143.06
Nov 17	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	159.32		22,983.74
Nov 17	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	883.55		22,100.19
Nov 17	Cheque, NO.696	1,350.00		20,750.19
Nov 18	Pre-Authorized Payment, SOO PUC BPY/FAC	98.98		20,651.21
Nov 18	Cheque, NO.754	1,386.67		19,264.54
Nov 18	Cheque, NO.515	1,335.00		17,929.54
Nov 19	Pre-Authorized Payment, SOO PUC BPY/FAC	112.56		17,816.98
Nov 19	Pre-Authorized Payment, SOO PUC BPY/FAC	484.53		17,332.45
Nov 19	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	919.50		16,412.95
Nov 19	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	940.00		15,472.95
Nov 19	INTERAC e-Transfer Sent, 29 HUGHES 303 RIVE	452.00		15,020.95
Nov 19	INTERAC e-Transfer Sent, LOAN	3,000.00		12,020.95
Nov 22	INTERAC e-Transfer Sent, 303 RIVER FINAL VR	2,112.40		9,908.55
Nov 22	INTERAC e-Transfer Sent, 0319 257 JEAN	192.10		9,716.45
Nov 22	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	146.67		9,569.78
Nov 22	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	238.67		9,331.11
Nov 22	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	173.20		9,157.91
Nov 22	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	359.87		8,798.04
Nov 22	Pre-Authorized Payment, SOO PUC BPY/FAC	122.41		8,675.63
Nov 22	Pre-Authorized Payment, SOO PUC BPY/FAC	94.20		8,581.43
Nov 22	Pre-Authorized Payment, SOO PUC BPY/FAC	41.63		8,539.80
Nov 22	Pre-Authorized Payment, SOO PUC BPY/FAC	153.03		8,386.77
Nov 22	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	236.22		8,150.55

continued

Business Banking statement

INTERLUDE INC.
For the period ending November 30, 2021

Business Banking¹⁵⁹⁵



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Nov 22	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	692.80		7,457.75
Nov 22	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,237.50		6,220.25
Nov 22	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,173.75		5,046.50
Nov 22	Cheque, NO.331	735.00		4,311.50
Nov 22	Cheque, NO.529	2,137.50		2,174.00
Nov 22	Cheque, NO.725	1,567.50		606.50
Nov 22	Cheque, NO.82	954.67		-348.17
Nov 22	Cheque, NO.224	660.00		-1,008.17
Nov 22	Cheque, NO.234	660.00		-1,668.17
Nov 23	Transfer, Prospect Account #		2,000.00	331.83
Nov 23	Transfer, Happy Town Account #		10,000.00	10,331.83
Nov 23	Deposit at, BR. 3482		338,155.65	348,487.48
Nov 23	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0031	150,000.00		198,487.48
Nov 23	Cheque, NO.354	1,439.47		197,048.01
Nov 24	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	354.47		196,693.54
Nov 24	Pre-Authorized Payment, GSHPI BPY/FAC	85.31		196,608.23
Nov 24	Pre-Authorized Payment, SOO PUC BPY/FAC	190.52		196,417.71
Nov 24	INTERAC e-Transfer Sent, INV 166	148.00		196,269.71
Nov 24	INTERAC e-Transfer Sent, 41 KENNEDY LENDER	500.00		195,769.71
Nov 24	INTERAC e-Transfer Sent, 41 KENNEDY BROKER	500.00		195,269.71
Nov 24	Deposit at, BR. 3980		49,500.00	244,769.71
Nov 24	Cheque, NO.212	660.00		244,109.71
Nov 24	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,078.19		243,031.52
Nov 24	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0032	9,494.93		233,536.59
Nov 24	INTERAC e-Transfer Sent, 174 ANDREW UNIT 3	847.49		232,689.10
Nov 25	Pre-Authorized Payment, GSHPI BPY/FAC	30.68		232,658.42
Nov 25	Pre-Authorized Payment, GSHPI BPY/FAC	132.11		232,526.31
Nov 25	Pre-Authorized Payment, GSHPI BPY/FAC	109.21		232,417.10
Nov 25	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	82.67		232,334.43
Nov 25	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	440.00		231,894.43

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Nov 25	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	253.33		231,641.10
Nov 26	Pre-Authorized Payment, GSHPI BPY/FAC	240.16		231,400.94
Nov 26	Pre-Authorized Payment, GSHPI BPY/FAC	195.88		231,205.06
Nov 26	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	248.00		230,957.06
Nov 26	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	136.67		230,820.39
Nov 26	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	293.33		230,527.06
Nov 26	Pre-Authorized Payment, SOO PUC BPY/FAC	224.32		230,302.74
Nov 26	INTERAC e-Transfer Sent, 166 TANCRED CFK FI	1,000.00		229,302.74
Nov 26	Cheque, NO.366	496.00		228,806.74
Nov 26	Cheque, NO.301	1,485.00		227,321.74
Nov 26	Cheque, NO.93	1,383.75		225,937.99
Nov 26	Cheque, NO.570	837.00		225,100.99
Nov 26	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	525.00		224,575.99
Nov 26	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0033	14,266.67		210,309.32
Nov 26	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0034	75,000.00		135,309.32
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	246.58		135,062.74
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	44.45		135,018.29
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	127.39		134,890.90
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	88.67		134,802.23
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	36.21		134,766.02
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	69.03		134,696.99
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	115.89		134,581.10
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	126.32		134,454.78
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	118.26		134,336.52
Nov 29	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	326.67		134,009.85
Nov 29	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	570.00		133,439.85
Nov 29	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	338.00		133,101.85
Nov 29	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	76.67		133,025.18
Nov 29	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	140.00		132,885.18
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	71.11		132,814.07
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	58.60		132,755.47
Nov 29	Pre-Authorized Payment, GSHPI BPY/FAC	62.63		132,692.84
Nov 29	Cheque, NO.251	787.50		131,905.34

continued

Business Banking statement

INTERLUDE INC.
For the period ending November 30, 2021

Business Banking¹⁵⁹⁷



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Nov 29	Cheque, NO.319	1,360.00		130,545.34
Nov 29	Cheque, NO.204	1,192.50		129,352.84
Nov 29	Cheque, NO.802	853.33		128,499.51
Nov 29	Cheque, NO.835	1,567.50		126,932.01
Nov 29	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,164.00		125,768.01
Nov 29	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,616.25		124,151.76
Nov 29	Cheque, NO.378	496.00		123,655.76
Nov 29	Cheque, NO.307	1,173.33		122,482.43
Nov 29	Cheque, NO.659	1,013.33		121,469.10
Nov 29	Cheque, NO.23	1,018.59		120,450.51
Nov 30	FX WIRE PAYMENT, WIRE PYMT AT 1.283220, USD 52,949.75, TO JLN CONNECT LLC	67,946.18		52,504.33
Nov 30	Pre-Authorized Payment, SOO PUC BPY/FAC	114.53		52,389.80
Nov 30	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	131.81		52,257.99
Nov 30	Transfer, Happy Town Account #	5,000.00		47,257.99
Nov 30	Plan Fee	22.50		47,235.49
Nov 30	Transaction Fee, CHEQUE 26 AT \$1.25, DISCOUNT 119 AT \$0.60	103.90		47,131.59
Nov 30	Interest Paid	0.96		47,130.63
Nov 30	Overdraft Per Item Charge	15.00		47,115.63
Nov 30	Closing totals	643,072.91	613,048.55	
Number of items processed		243.....	15	
Number of cheques or related items enclosed in your statement.....		58		



Scan of Cheques

Scan of Cheques



Scan of Cheques

Scan of Cheques



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Scan of Cheques



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Scan of Cheques



Scan of Cheques

Scan of Cheques



Scan of Cheques

Scan of Cheques



Scan of Cheques

Scan of Cheques



Scan of Cheques

Your branch address:

6760 MORRISON STREET
 NIAGARA FALLS, ONT L2E6Z8

Business Banking¹⁶¹⁵

HOMETOWN HOUSING INC.
 245 WYECROFT RD
 OAKVILLE ON L6K 3Y6

Your Branch

DORCHESTER & MORRISON
 Transit number: 0490

For questions about your statement call
 (905) 356-7561

Direct Banking

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

Your Plan

eBusiness Plan


Business Banking statement

For the period ending August 31, 2023

Summary of account

Account	Opening balance (\$)	- Total amounts debited (\$)	+ Total amounts credited (\$)	= Closing balance (\$) on Aug 31, 2023
Business Account # Account # - Hometown	170,877.42	170,824.45	19,132.08	19,185.05

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Account # - Hometown				
				
Business name: HOMETOWN HOUSING INC.				
Aug 01	Opening balance			170,877.42
Aug 01	Transfer, Account # - LIFT Capital	24,707.87		146,169.55
Aug 01	INTERAC e-Transfer Sent, 894BONNEY SHORTFAL	4,979.72		141,189.83
Aug 01	INTERAC e-Transfer Sent, 33MCKELVIE	904.00		140,285.83
Aug 01	INTERAC e-Transfer Sent, 9 INTERLUDE INVOIC	2,288.12		137,997.71
Aug 01	INTERAC e-Transfer Sent, INTERLUDE VR	211.87		137,785.84
Aug 01	INTERAC e-Transfer Sent, 231 MIDDLETON JULY	1,802.20		135,983.64
Aug 01	Transfer, Account # - Corn Soup	10,000.00		125,983.64
Aug 01	INTERAC e-Transfer Sent, 2 INTERLUDE REIMBU	122.79		125,860.85
Aug 02	Transfer, Account # - Aruba Butt	15,000.00		110,860.85
Aug 02	INTERAC e-Transfer Sent, 386JAMES INV 178	1,490.33		109,370.52
Aug 02	INTERAC e-Transfer Sent, 125 4TH AVE 9569	801.17		108,569.35

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Account # - Hometown				(continued)
Aug 02	INTERAC e-Transfer Sent, 13 INTERLUDE INVOI	934.51		107,634.84
Aug 02	INTERAC e-Transfer Sent, 6INTERLUDE INVOICE	1,265.60		106,369.24
Aug 02	INTERAC e-Transfer Sent, 464EVA A1032	231.65		106,137.59
Aug 02	INTERAC e-Transfer Sent, 306WALLACE JUNE	3,325.00		102,812.59
Aug 02	INTERAC e-Transfer Sent, 406WALLACE Name	1,616.00		101,196.59
Aug 02	INTERAC e-Transfer Sent, 276MOUNT Name	1,056.67		100,139.92
Aug 02	INTERAC e-Transfer Sent, 276MOUNT Name UN	1,056.67		99,083.25
Aug 02	INTERAC e-Transfer Sent, 276MOUNT Name JU	1,056.67		98,026.58
Aug 02	INTERAC e-Transfer Sent, 403LLOYD Name	2,836.00		95,190.58
Aug 02	INTERAC e-Transfer Sent, 92PROSPECT Name	1,983.33		93,207.25
Aug 02	INTERAC e-Transfer Sent, 92 PROSPECT Name	5,950.00		87,257.25
Aug 02	Transfer, Account # - Happy Town	10,900.00		76,357.25
Aug 02	Transfer, Account # - Happy Town	100.00		76,257.25
Aug 02	INTERAC e-Transfer Sent, MYG VR 42INVS	1,015.70		75,241.55
Aug 02	INTERAC e-Transfer Sent, 42 INTERDULE INVOI	2,158.97		73,082.58
Aug 02	INTERAC e-Transfer Sent, 24 INTERLUDE INVOI	5,329.58		67,753.00
Aug 02	INTERAC e-Transfer Sent, TKH VR	602.23		67,150.77
Aug 02	INTERAC e-Transfer Sent, RRC 325 342	508.50		66,642.27
Aug 02	INTERAC e-Transfer Sent, 690 PINE	961.63		65,680.64
Aug 02	INTERAC e-Transfer Sent, 88 WALLACE	1,663.36		64,017.28
Aug 02	INTERAC e-Transfer Sent, 42INTERLUDE INVOIC	10,000.00		54,017.28
Aug 02	INTERAC e-Transfer Sent, 10WILSON 67 91157	466.11		53,551.17
Aug 02	INTERAC e-Transfer Sent, 261 AND 269 KIMBER	875.00		52,676.17
Aug 02	INTERAC e-Transfer Sent, 107BRETON INV 2771	169.50		52,506.67
Aug 02	INTERAC e-Transfer Sent, 463 PINE	50.00		52,456.67
Aug 03	Transfer, Account # - Interlude	7,500.00		44,956.67
Aug 03	Transfer, Account # - Happy Island	40,000.00		4,956.67
Aug 04	Transfer, Account # - Interlude	1,000.00		3,956.67
Aug 04	Transfer, Account # - Interlude	3,900.00		56.67
Aug 24	Deposit at, BR. 3477		19,132.08	19,188.75
Aug 31	Deposit Contents fee, CHQ 1 @ \$0.20	0.20		19,188.55
Aug 31	Transaction Fee, EXCESS ITEMS 01 AT \$3.50	3.50		19,185.05
Aug 31	Closing totals	170,824.45	19,132.08	

Number of items processed 42..... 1



BURLINGTON PROSPECT
701 GUELPH LINE
BURLINGTON, ON L7R 3M7

TD Canada Trust

Tel: 1-866-222-3456
TTY: 1-800-361-1180

Unknown Account # 05402

HORSES IN THE BACK INC.
BURLINGTON ON L7T 3K7

Statement of Account		Account Type		Statement From - To	
Branch No.	Account No.	BUSINESS CHEQUING ACCOUNT - CAD EVERY DAY A		OCT 29/21 - NOV 30/21	
0062	Horses Account #			Page 1 of 2	

DESCRIPTION	CHEQUE/DEBIT	DEPOSIT/CREDIT	DATE	BALANCE
BALANCE FORWARD			OCT29	119.02
GC 0316-TRANSFER		99,000.00	NOV01	
RW365 TFR-TO Old Thing Back Account #	35,000.00		NOV01	
RW370 TFR-TO Hometown Account #	30,000.00		NOV01	
RW372 TFR-TO Upgrade Account #	5,000.00		NOV01	
RX003 TFR-TO Old Thing Back Account #	5,000.00		NOV01	
RX005 TFR-TO	10,000.00		NOV01	14,119.02
WG421 TFR-TO Upgrade Account #	10,000.00		NOV02	4,119.02
HG504 TFR-TO Happy Town Account #	1,500.00		NOV03	2,619.02
IR151 TFR-FR Old Thing Back Account #		3,000.00	NOV04	
SEND E-TFR ***u8c	3,050.00		NOV04	
SEND E-TFR ***kfn	500.00		NOV04	
SEND E-TFR ***uVg	1,145.00		NOV04	
SEND E-TFR FEE	1.50		NOV04	
RELIANCECOMFORT BPY	97.24		NOV04	825.28
GC 3659-DEPOSIT		19,790.05	NOV08	
E-TRANSFER ***bNU		1,418.64	NOV08	
CANADIAN NIAG MSP	71.79		NOV08	21,962.18
WG421 TFR-TO Neat Nests Account #	5,000.00		NOV09	
WX563 TFR-TO	2,500.00		NOV09	
WY040 TFR-TO Hometown Account #	6,000.00		NOV09	8,462.18
THE LIONS SHARE LOAN	94.60		NOV10	
THE LIONS SHARE LOAN	280.00		NOV10	8,087.58
SEND E-TFR ***tEc	250.00		NOV12	
SEND E-TFR FEE	1.50		NOV12	
OLYMPIA TRUST C MTG	1,817.42		NOV12	6,018.66
E-TRANSFER ***mGH		1,418.64	NOV15	7,437.30
FRT ER W&S Y5X9L2	649.58		NOV17	
Cooperators CSI INS	196.75		NOV17	
Cooperators CSI INS	589.99		NOV17	6,000.98
WH261 TFR-TO Old Thing Back Account #	5,000.00		NOV23	1,000.98
SEND E-TFR ***58t	37.00		NOV24	963.98
0 CHQS ENCLOSED NEXT STATEMENT DATE IS DEC 31/21			No.	Amount
MONTHLY AVER. CR. BAL.			Credits	5 124,627.33
MONTHLY MIN. BAL.			Debits	26 123,782.37
DEP CONTENT- CASH 0 ITEMS 1 UNC BATCH 0				

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Please ensure that you report in writing any errors or irregularities found within this statement within 30 days of the statement date. If you do not, the statement of account shall be conclusively deemed correct except for any amount credited to the account in error.

Accounts issued by: THE TORONTO-DOMINION BANK

HORSES IN THE BACK INC.
[REDACTED]
BURLINGTON ON L7T 3K7

Statement of Account		Account Type	Statement From - To	
Branch No.	Account No.	BUSINESS CHEQUING ACCOUNT - CAD EVERY DAY A	OCT 29/21 - NOV 30/21	
0062	Horses Account #		Page 2 of 2	
DESCRIPTION	CHEQUE/DEBIT	DEPOSIT/CREDIT	DATE	BALANCE
BALANCE FORWARD			NOV24	963.98
SEND E-TFR FEE	1.50		NOV24	
HJ391 TFR-FR		5,000.00	NOV24	
SEND E-TFR ***SY3	2,348.78		NOV24	
SEND E-TFR FEE	1.50		NOV24	
H0023 TFR-FR		4,000.00	NOV24	
SEND E-TFR ***xc2	3,850.00		NOV24	
SEND E-TFR FEE	1.50		NOV24	3,760.70
MONTHLY PLAN FEE	19.00		NOV30	
SERVICE CHARGE	16.25		NOV30	3,725.45
0 CHQS ENCLOSED NEXT STATEMENT DATE IS DEC 31/21				
MONTHLY AVER. CR. BAL. \$5,566.15			Credits	2 9,000.00
MONTHLY MIN. BAL. \$825.28			Debits	7 6,238.53
DEP CONTENT- CASH 0 ITEMS 1 UNC BATCH 0				



Scan of Cheques


Unknown
Account

PROMISSORY NOTE RENEWAL

1622

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: Individual Lender (the "Lenders")

1. **Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$50,000.00** CAD which was originally advanced on May 05, 2021.
2. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$50,000.00 CAD. The term is 6 Month Term fully open November 05, 2023. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$708.33 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to payments@thewindrosegroupp.ca.
3. A consulting and administration fee of \$500.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
4. Principle owing at the end of the term will be \$50,000.00 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before May 05, 2024, or the sale of 29 Hughes Street, Sault Ste Marie, ON P6A 2W6 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held**



Borrowers Initials



Lenders Initials

by the Borrowers and Guarantors as security (the 'Security'), if not paid in full by 6:00pm on May 05, 2024. This includes, but is not limited to, the property located at 29 Hughes Street, Sault Ste Marie, ON P6A 2W6, Canada. **The Borrower(s) and guarantor(s) hereby grants the Lender the right to, and acknowledges the Lender has the right to, register an interest in the land or lands owned by the Borrower, pursuant to s. 71 of the Land Titles Act, RSO 1990, c L.5.**

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating

Borrowers Initials

Lenders Initials

interest to have been made and received on the next bank business day - **\$500** (\$250 1624 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:


SIGNED, SEALED, AND DELIVERED

2023-11-27

Date: (dd/mm/yyyy).

 *Dylan Suitor*

Interlude Inc.(Borrowers)

 *Dylan Suitor*

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-10-30

Date: (dd/mm/yyyy).

eSignature - Individual Lender

Name - Individual Lender

 *DS*

Borrowers Initials

 *BJ*

Lenders Initials

Your branch address:

6760 MORRISON STREET
 NIAGARA FALLS, ONT L2E6Z8

Business Banking¹⁶²⁵

INTERLUDE INC.
 245 WYECROFT RD SUITE 4
 OAKVILLE ON L6K 3Y6

Your Branch
 DORCHESTER & MORRISON
 Interlude Transit #

For questions about your statement call
 (905) 356-7561

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

Your Plan
 Business Builder 1 Plan


Business Banking statement

For the period ending August 31, 2022

Summary of account

Account	Opening balance (\$)	- Total amounts debited (\$)	+ Total amounts credited (\$)	= Closing balance (\$) on Aug 31, 2022
Business Account				
Interlude Account #	16,625.20	1,808,240.81	2,178,302.97	386,687.36

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<div><div></div><div><div>Business Account</div><div>Interlude Account #</div></div></div>				
Business name: INTERLUDE INC.				
Jul 30	Opening balance			16,625.20
Aug 02	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	213.33		16,411.87
Aug 02	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	256.67		16,155.20
Aug 02	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	952.50		15,202.70
Aug 02	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	164.77		15,037.93
Aug 02	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	213.80		14,824.13
Aug 02	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	227.93		14,596.20
Aug 02	Pre-Authorized Payment, VISTA CREDIT MSP/DIV	33.98		14,562.22

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account Interlude Account #				(continued)
Aug 02	Cheque, NO.1035	2,137.50		12,424.72
Aug 02	Cheque, NO.1041	4,775.00		7,649.72
Aug 02	Cheque, NO.807	1,237.50		6,412.22
Aug 02	Cheque, NO.774	880.00		5,532.22
Aug 02	Cheque, NO.624	1,137.38		4,394.84
Aug 02	Pre-Authorized Payment. GSHPI BPY/FAC	144.62		4,250.22
Aug 02	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	40.45		4,209.77
Aug 02	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	366.11		3,843.66
Aug 02	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	6,915.89		-3,072.23
Aug 02	Pre-Authorized Payment. TFR TO TDCT FTD/RII	1,168.00		-4,240.23
Aug 02	Pre-Authorized Payment. TFR TO TDCT FTD/RII	2,096.00		-6,336.23
Aug 02	Pre-Authorized Payment. GSHPI BPY/FAC	61.81		-6,398.04
Aug 02	Pre-Authorized Payment. GSHPI BPY/FAC	33.81		-6,431.85
Aug 02	Pre-Authorized Payment. GSHPI BPY/FAC	61.30		-6,493.15
Aug 02	Pre-Authorized Payment. SOO PUC BPY/FAC	111.38		-6,604.53
Aug 02	Pre-Authorized Payment. SOO PUC BPY/FAC	39.90		-6,644.43
Aug 02	Pre-Authorized Payment. SOO PUC BPY/FAC	140.98		-6,785.41
Aug 02	Pre-Authorized Payment. SOO PUC BPY/FAC	111.77		-6,897.18
Aug 02	Pre-Authorized Payment. SOO PUC BPY/FAC	97.63		-6,994.81
Aug 02	Pre-Authorized Payment. SOO PUC BPY/FAC	239.55		-7,234.36
Aug 02	Transfer, Prospect Account #		10,000.00	2,765.64
Aug 02	INTERAC e-Transfer Sent, 646 BREWSTER Name - Individual Unknown	129.97		2,635.67
Aug 02	INTERAC e-Transfer Sent, 6 SPRUCE Name - Individual Unknown	154.33		2,481.34
Aug 02	Pre-Authorized Payment. LIFT CAPITAL MSP/DIV	12,000.00		-9,518.66
Aug 02	INTERAC e-Transfer Received		10,000.00	481.34
Aug 02	Transfer, Prospect Account #		1,000.00	1,481.34
Aug 02	INTERAC e-Transfer Sent, 363 Name - Unknown Individual	1,013.33		468.01
Aug 02	Cheque, NO.629	2,160.00		-1,691.99
Aug 02	Cheque, NO.1094	1,687.50		-3,379.49
Aug 02	Pre-Authorized Payment. ENBRIDGE GAS BPY/FAC	30.30		-3,409.79
Aug 02	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	1,000.00		-4,409.79
Aug 02	Transfer, Prospect Account #		5,000.00	590.21
Aug 02	Cheque, NO.747	2,250.00		-1,659.79
Aug 02	Transfer, Happy Town Account #		5,000.00	3,340.21
Aug 02	Cheque, NO.672	4,462.50		-1,122.29
Aug 02	Cheque, NO.906	5,325.00		-6,447.29
Aug 02	Cheque, NO.372	1,455.00		-7,902.29
Aug 02	Cheque Returned NSF		6,915.89	-986.40

continued

Business Banking statement

INTERLUDE INC.
For the period ending August 31, 2022

Business Banking¹⁶²⁷



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Aug 02	Returned Item Fee	48.00		-1,034.40
Aug 02	Cheque Returned NSF		1,000.00	-34.40
Aug 02	Returned Item Fee	48.00		-82.40
Aug 03	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	709.50		-791.90
Aug 03	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	2,727.17		-3,519.07
Aug 03	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	293.32		-3,812.39
Aug 03	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	350.55		-4,162.94
Aug 03	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	540.00		-4,702.94
Aug 03	INTERAC e-Transfer Received		10,000.00	5,297.06
Aug 03	Transfer, Happy Town Account #		5,000.00	10,297.06
Aug 03	Cheque, NO.617	1,733.33		8,563.73
Aug 03	Cheque, NO.708	3,386.67		5,177.06
Aug 03	Cheque, NO.744	1,066.67		4,110.39
Aug 03	INTERAC e-Transfer Received		10,000.00	14,110.39
Aug 03	INTERAC e-Transfer Received		10,000.00	24,110.39
Aug 03	INTERAC e-Transfer Received		10,000.00	34,110.39
Aug 03	INTERAC e-Transfer Sent, JUNE MANAGEMENT	7,704.53		26,405.86
Aug 03	INTERAC e-Transfer Sent, MAY MANAGEMENT	5,380.94		21,024.92
Aug 04	Pre-Authorized Payment, ATHOME BPY/FAC	207.05		20,817.87
Aug 04	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	386.67		20,431.20
Aug 04	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	1,173.33		19,257.87
Aug 04	Pre-Authorized Payment, SOO PUC BPY/FAC	102.16		19,155.71
Aug 04	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, Name - Individual Recipient of Wire Transfer		99,000.00	118,155.71
Aug 04	Cheque, NO.916	2,437.50		115,718.21
Aug 04	Cheque, NO.375	1,518.75		114,199.46
Aug 05	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	750.00		113,449.46
Aug 05	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	750.00		112,699.46
Aug 05	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, Name - Individual Recipient of Wire Transfer		98,794.00	211,493.46
Aug 05	Cheque, NO.863	1,306.67		210,186.79

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account : Interlude Account #				(continued)
Aug 05	Pre-Authorized Payment. WINDROSE CAPITA MTG/HYP	3,920.00		206,266.79
Aug 05	Cheque, NO.735	1,653.75		204,613.04
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	305.34		204,307.70
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	470.00		203,837.70
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	149.00		203,688.70
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	213.33		203,475.37
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	253.33		203,222.04
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	266.67		202,955.37
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	361.10		202,594.27
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	437.64		202,156.63
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	474.71		201,681.92
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	775.00		200,906.92
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	307.77		200,599.15
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	112.33		200,486.82
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	182.67		200,304.15
Aug 08	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	204.92		200,099.23
Aug 08	Pre-Authorized Payment. SOO PUC BPY/FAC	149.43		199,949.80
Aug 08	Deposit at, BR. 2488		162,617.99	362,567.79
Aug 08	Cheque, NO.465	2,137.50		360,430.29
Aug 08	Cheque, NO.875	346.67		360,083.62
Aug 08	Cheque, NO.887	346.67		359,736.95
Aug 08	Cheque, NO.920	1,013.33		358,723.62
Aug 08	Cheque, NO.970	1,410.00		357,313.62
Aug 08	Cheque, NO.1078	1,874.25		355,439.37
Aug 08	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	1,552.50		353,886.87
Aug 08	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	975.00		352,911.87
Aug 08	Cheque, NO.888	2,280.00		350,631.87
Aug 08	Cheque, NO.567	1,946.67		348,685.20
Aug 08	Cheque, NO.771	1,466.67		347,218.53

continued

Business Banking statement

INTERLUDE INC.
For the period ending August 31, 2022

Business Banking¹⁶²⁹



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # Interlude Account #				(continued)
Aug 08	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0048	153,341.41		193,877.12
Aug 09	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	224.73		193,652.39
Aug 09	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	101.00		193,551.39
Aug 09	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	817.98		192,733.41
Aug 09	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,282.50		191,450.91
Aug 09	INTERAC e-Transfer Received		10,000.00	201,450.91
Aug 09	INTERAC e-Transfer Received		10,000.00	211,450.91
Aug 09	INTERAC e-Transfer Received		10,000.00	221,450.91
Aug 09	INTERAC e-Transfer Sent, 51 LAURIER 25	4,661.25		216,789.66
Aug 09	INTERAC e-Transfer Sent, 49 DALE UNIT B 50	4,237.50		212,552.16
Aug 09	INTERAC e-Transfer Sent, 76 PROSPECT 25 862	5,996.75		206,555.41
Aug 09	INTERAC e-Transfer Sent, 76 PROSPECT 50 862	5,996.75		200,558.66
Aug 09	INTERAC e-Transfer Sent, 49 DALE UNIT B 25	2,118.75		198,439.91
Aug 09	INTERAC e-Transfer Sent, 72 WENDE 25 PERCEN	3,103.35		195,336.56
Aug 09	INTERAC e-Transfer Sent, 236 BIRCH 50	940.00		194,396.56
Aug 09	INTERAC e-Transfer Sent, 455 PERCY 202213	186.45		194,210.11
Aug 09	INTERAC e-Transfer Sent, 455 PERCY 202227	141.25		194,068.86
Aug 09	INTERAC e-Transfer Sent, 108 NIAGARA VR	41.81		194,027.05
Aug 09	INTERAC e-Transfer Sent, 108 NIAGARA VR OFF	376.29		193,650.76
Aug 09	INTERAC e-Transfer Sent, 108 NIAGARA FINAL	2,368.59		191,282.17
Aug 09	INTERAC e-Transfer Sent, 108 NIAGARA VR	417.99		190,864.18
Aug 09	INTERAC e-Transfer Sent, 17 BAKER FINAL VR	3,065.12		187,799.06
Aug 09	INTERAC e-Transfer Sent, 17 BAKER VR	1,313.63		186,485.43
Aug 09	INTERAC e-Transfer Sent, 381 EVA EXTRAS FIN	2,247.28		184,238.15
Aug 09	INTERAC e-Transfer Sent, 381 EVA VR	3,784.09		180,454.06
Aug 09	INTERAC e-Transfer Sent, 381 EVA FINAL VR 0	8,404.37		172,049.69
Aug 09	INTERAC e-Transfer Sent, 369 SUFFOLK 202228	563.58		171,486.11
Aug 09	INTERAC e-Transfer Sent, 428 WELLINGTON 492	1,228.28		170,257.83
Aug 09	INTERAC e-Transfer Sent, 428 WELLINGTON VR	119.25		170,138.58
Aug 09	INTERAC e-Transfer Sent, 432 BESSIE VR	29.95		170,108.63
Aug 09	INTERAC e-Transfer Sent, 432 BESSIE 1591 VR	269.50		169,839.13
Aug 09	Cheque, NO.1054	1,312.50		168,526.63
Aug 09	Cheque, NO.1066	1,650.00		166,876.63

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account : Interlude Account #				(continued)
Aug 09	Returned Item	162,617.99		4,258.64
Aug 09	Returned Item Fee	7.00		4,251.64
Aug 09	Returned Item, NO. 1054		1,312.50	5,564.14
Aug 09	Returned Item, NO. 1066		1,650.00	7,214.14
Aug 09	Returned Item Funds Not Clear, BR.0072		224.73	7,438.87
Aug 09	Returned Item Funds Not Clear, BR.0072		101.00	7,539.87
Aug 09	Returned Item Funds Not Clear, BR.0072		817.98	8,357.85
Aug 09	Returned Item Funds Not Clear, BR.0072		1,282.50	9,640.35
Aug 10	INTERAC e-Transfer Sent, 54 CROWLAND RENEWA	500.00		9,140.35
Aug 10	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	594.70		8,545.65
Aug 10	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	1,000.00		7,545.65
Aug 10	Pre-Authorized Payment. WELLAND HYDRO BPY/FAC	81.81		7,463.84
Aug 10	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	23.18		7,440.66
Aug 10	Pre-Authorized Payment. SOO PUC BPY/FAC	201.95		7,238.71
Aug 10	INTERAC e-Transfer Received		10,000.00	17,238.71
Aug 10	INTERAC e-Transfer Received		10,000.00	27,238.71
Aug 10	Transfer, Happy Town Account #		5,000.00	32,238.71
Aug 10	Credit, BR.3914, EXPIRED EMT - 08/10/2022		1,237.38	33,476.09
Aug 10	Pre-Authorized Payment. ENBRIDGE GAS BPY/FAC	75.34		33,400.75
Aug 11	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	750.00		32,650.75
Aug 11	Pre-Authorized Payment. ATHOME BPY/FAC	51.58		32,599.17
Aug 11	Pre-Authorized Payment. ATHOME BPY/FAC	103.23		32,495.94
Aug 11	Pre-Authorized Payment. ATHOME BPY/FAC	106.29		32,389.65
Aug 11	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, Name - Individual Recipient of Wire Transfer		98,894.00	131,283.65
Aug 11	Cheque, NO.322	346.66		130,936.99
Aug 11	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	1,482.00		129,454.99
Aug 11	Cheque, NO.903	1,987.50		127,467.49
Aug 12	Pre-Authorized Payment. ENBRIDGE GAS MSP/DIV	101.00		127,366.49
Aug 12	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	137.63		127,228.86
Aug 12	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	268.61		126,960.25
Aug 12	Pre-Authorized Payment. SOO PUC BPY/FAC	92.32		126,867.93
Aug 12	INTERAC e-Transfer Sent, 735 DENISE Names of	1,462.50		125,405.43
Aug 12	INTERAC e-Transfer Sent, 51 LAURIER Individual Renters	1,800.00		123,605.43
Aug 12	INTERAC e-Transfer Received		10,000.00	133,605.43
Aug 12	INTERAC e-Transfer Received		10,000.00	143,605.43

continued

Business Banking statement

INTERLUDE INC.
For the period ending August 31, 2022

Business Banking¹⁶³¹



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # [redacted] Interlude Account # [redacted]				(continued)
Aug 12	INTERAC e-Transfer Sent, 8 GROSVENOR [redacted]	1,432.50		142,172.93
Aug 12	Cheque, NO.561	890.00		141,282.93
Aug 12	Cheque, NO.555	890.00		140,392.93
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	153.33		140,239.60
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	1,000.00		139,239.60
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	500.00		138,739.60
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	126.02		138,613.58
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	223.14		138,390.44
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	240.66		138,149.78
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	326.67		137,823.11
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	1,390.77		136,432.34
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	203.74		136,228.60
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	491.80		135,736.80
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	776.08		134,960.72
Aug 15	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	2,260.14		132,700.58
Aug 15	INTERAC e-Transfer Received		10,000.00	142,700.58
Aug 15	INTERAC e-Transfer Received		10,000.00	152,700.58
Aug 15	INTERAC e-Transfer Sent, 3 WATER [redacted]	232.88		152,467.70
Aug 15	Cheque, NO.685	1,253.33		151,214.37
Aug 15	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,215.00		149,999.37
Aug 15	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,653.76		148,345.61
Aug 15	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,162.50		147,183.11
Aug 15	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	47.64		147,135.47
Aug 15	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	44.60		147,090.87
Aug 15	Pre-Authorized Payment, RELIANCECOMFORT BPY/FAC	79.08		147,011.79

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account Interlude - Account #				(continued)
Aug 15	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	674.99		146,336.80
Aug 15	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	667.50		145,669.30
Aug 15	Cheque, NO.581	4,318.40		141,350.90
Aug 15	Cheque, NO.575	3,040.00		138,310.90
Aug 15	Cheque, NO.954	173.63		138,137.27
Aug 15	Pre-Authorized Payment. DEFT SETTLEMENT FLE 0049	126,047.97		12,089.30
Aug 15	Pre-Authorized Payment. SNAP FINANCIAL BUS/ENT	124.84		11,964.46
Aug 15	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	1,282.50		10,681.96
Aug 16	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	593.33		10,088.63
Aug 16	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	600.00		9,488.63
Aug 16	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	2,450.00		7,038.63
Aug 16	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	350.00		6,688.63
Aug 16	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	80.00		6,608.63
Aug 16	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	250.82		6,357.81
Aug 16	Pre-Authorized Payment. COOPERATORS CSI INS/ASS	464.06		5,893.75
Aug 16	Pre-Authorized Payment. COOPERATORS CSI INS/ASS	15,638.70		-9,744.95
Aug 16	Transfer, Prospect Account #		12,000.00	2,255.05
Aug 16	Cheque, NO.496	1,750.00		505.05
Aug 16	Transfer, Prospect Account #		1,000.00	1,505.05
Aug 16	INTERAC e-Transfer Sent, 464 EVA 072933	282.50		1,222.55
Aug 16	INTERAC e-Transfer Sent, 250 BOND	423.75		798.80
Aug 16	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	997.50		-198.70
Aug 16	Transfer, Prospect Account #		500.00	301.30
Aug 16	Cheque, NO.549	890.00		-588.70
Aug 16	Cheque Returned NSF		593.33	4.63
Aug 16	Returned Item Fee	48.00		-43.37
Aug 17	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	314.78		-358.15
Aug 17	Transfer, Prospect Account #		1,000.00	641.85
Aug 17	Incoming Wire Payment. INCOMING WIRE PAYMENT, CA, Name - Individual Recipient of Wire Transfer		197,955.00	198,596.85
Aug 17	Credit, BR.3914, EXPIRED EMT - 08/17/2022		1,216.67	199,813.52
Aug 17	Credit, BR.3914, EXPIRED EMT - 08/17/2022		1,150.00	200,963.52

continued

Business Banking statement

INTERLUDE INC.
For the period ending August 31, 2022

Business Banking¹⁶³³



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account Interlude - Account #				(continued)
Aug 17	Cheque, NO.1099	1,611.75		199,351.77
Aug 17	Cheque, NO.786	974.25		198,377.52
Aug 17	Cheque, NO.576	1,439.47		196,938.05
Aug 18	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	433.80		196,504.25
Aug 18	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	534.26		195,969.99
Aug 18	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	661.75		195,308.24
Aug 18	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	815.65		194,492.59
Aug 18	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	2,458.72		192,033.87
Aug 18	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	144.97		191,888.90
Aug 18	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	233.33		191,655.57
Aug 18	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	365.52		191,290.05
Aug 18	INTERAC e-Transfer Sent, 282 FOURTH AVE	1,040.00		190,250.05
Aug 18	Cheque, NO.542	1,335.00		188,915.05
Aug 18	Cheque, NO.340	960.00		187,955.05
Aug 18	Cheque, NO.388	1,466.48		186,488.57
Aug 18	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, UPGRADE HOUSING INC.		800,000.00	986,488.57
Aug 18	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	800.00		985,688.57
Aug 18	Pre-Authorized Payment, ENBRIDGE GAS BPY/FAC	47.05		985,641.52
Aug 18	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	524.78		985,116.74
Aug 18	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	2,265.00		982,851.74
Aug 18	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	713.33		982,138.41
Aug 18	Transfer, DSPLN - Account #	50,000.00		932,138.41
Aug 18	Cheque, NO.484	1,575.00		930,563.41
Aug 19	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	323.24		930,240.17
Aug 19	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	412.50		929,827.67
Aug 19	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	439.33		929,388.34

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account Interlude - Account #				(continued)
Aug 19	Pre-Authorized Payment. PRINT AND CHEQU BUS/ENT	418.10		928,970.24
Aug 19	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	181.65		928,788.59
Aug 19	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	220.00		928,568.59
Aug 19	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	313.39		928,255.20
Aug 19	INTERAC e-Transfer Cancelled		1,040.00	929,295.20
Aug 19	INTERAC e-Transfer Sent, FOURTH ST	1,040.00		928,255.20
Aug 19	Transfer, SID Renos - Account #	25,000.00		903,255.20
Aug 19	Cheque, NO.353	1,837.50		901,417.70
Aug 19	Cheque, NO.341	960.00		900,457.70
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	122.39		900,335.31
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	218.64		900,116.67
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	266.67		899,850.00
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	184.13		899,665.87
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	468.00		899,197.87
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	473.90		898,723.97
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	735.00		897,988.97
Aug 22	Pre-Authorized Payment. AMEX BILL PYMT MSP/DIV	92,187.04		805,801.93
Aug 22	Pre-Authorized Payment. AMEX BILL PYMT MSP/DIV	53,050.79		752,751.14
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	146.67		752,604.47
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	271.09		752,333.38
Aug 22	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	359.87		751,973.51
Aug 22	INTERAC e-Transfer Sent, 246 EASY Name - Individual Unknown	1,567.50		750,406.01
Aug 22	INTERAC e-Transfer Sent, 51 LAURIER 50	4,661.25		745,744.76
Aug 22	INTERAC e-Transfer Sent, 72 WENDE 50 AND 75	6,206.70		739,538.06
Aug 22	INTERAC e-Transfer Sent, 156 CAMERON ROOF 5	5,681.08		733,856.98
Aug 22	INTERAC e-Transfer Sent, 156 CAMERON 25	6,321.46		727,535.52
Aug 22	INTERAC e-Transfer Sent, 8 GROSVENOR 50	5,226.25		722,309.27
Aug 22	INTERAC e-Transfer Sent, 8 GROSVENOR 75	5,226.25		717,083.02
Aug 22	INTERAC e-Transfer Sent, 35 WALNUT 75	6,780.00		710,303.02
Aug 22	INTERAC e-Transfer Sent, 35 WALNUT FINAL VR	4,746.00		705,557.02
Aug 22	INTERAC e-Transfer Sent, 35 WALNUT VR	2,034.00		703,523.02
Aug 22	INTERAC e-Transfer Sent, 455 PERCY INV 2187	2,900.00		700,623.02

continued

Business Banking statement

INTERLUDE INC.
For the period ending August 31, 2022

Business Banking¹⁶³⁵



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account Interlude - Account #				(continued)
Aug 22	INTERAC e-Transfer Sent, 17 BAKER 2755	565.00		700,058.02
Aug 22	INTERAC e-Transfer Sent, 348 POPLAR 2754	565.00		699,493.02
Aug 22	INTERAC e-Transfer Sent, 49 DALE VR	635.63		698,857.39
Aug 22	INTERAC e-Transfer Sent, 49 DALE UNIT B FIN	1,483.12		697,374.27
Aug 22	INTERAC e-Transfer Sent, 35 WALNUT FINAL VR	607.86		696,766.41
Aug 22	INTERAC e-Transfer Sent, 35 WALNUT VR	67.54		696,698.87
Aug 22	Transfer, Multiville - Account #	55,000.00		641,698.87
Aug 22	Transfer, DSPLN - Account #	100,000.00		541,698.87
Aug 22	Cheque, NO.958	2,175.00		539,523.87
Aug 22	Cheque, NO.1013	1,147.50		538,376.37
Aug 22	Cheque, NO.796	1,240.00		537,136.37
Aug 22	Cheque, NO.1111	1,425.00		535,711.37
Aug 22	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	1,237.50		534,473.87
Aug 22	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	692.80		533,781.07
Aug 22	Cheque, NO.1159	1,013.33		532,767.74
Aug 22	Cheque, NO.532	2,902.50		529,865.24
Aug 22	Cheque, NO.1036	2,137.50		527,727.74
Aug 22	Pre-Authorized Payment, DEFT SETTLEMENT FLE 0050	56,342.54		471,385.20
Aug 23	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	501.65		470,883.55
Aug 23	Pre-Authorized Payment, SOO PUC BPY/FAC	399.28		470,484.27
Aug 23	Pre-Authorized Payment, SOO PUC BPY/FAC	453.39		470,030.88
Aug 23	Pre-Authorized Payment, SOO PUC BPY/FAC	107.85		469,923.03
Aug 23	Cheque, NO.724	1,200.00		468,723.03
Aug 23	Pre-Authorized Payment, OLYMPIA TRUST C MTG/HYP	3,412.50		465,310.53
Aug 23	Pre-Authorized Payment, RELIANCECOMFORT BPY/FAC	186.47		465,124.06
Aug 23	INTERAC e-Transfer Sent, INV 18 32	175.00		464,949.06
Aug 23	INTERAC e-Transfer Sent, 13417 13331 13348	1,257.69		463,691.37
Aug 23	INTERAC e-Transfer Sent, INV 64 66 69 70 72	1,375.00		462,316.37
Aug 23	INTERAC e-Transfer Sent, 369 SUFFOLK 50 AND	9,040.00		453,276.37
Aug 24	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	423.82		452,852.55
Aug 24	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	535.86		452,316.69

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account Interlude - Account #				(continued)
Aug 24	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	542.03		451,774.66
Aug 24	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	544.74		451,229.92
Aug 24	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	809.57		450,420.35
Aug 24	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	177.80		450,242.55
Aug 24	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	354.47		449,888.08
Aug 24	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	367.97		449,520.11
Aug 24	Deposit at, BR. 2356		148,500.00	598,020.11
Aug 24	INTERAC e-Transfer Sent, 108 NIAGARA 277905	500.00		597,520.11
Aug 24	INTERAC e-Transfer Sent, 646 BREWSTER	500.00		597,020.11
Aug 24	INTERAC e-Transfer Sent, 646 BREWSTER	500.00		596,520.11
Aug 24	Pre-Authorized Payment. RELIANCECOMFORT BPY/FAC	575.32		595,944.79
Aug 24	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	4,387.50		591,557.29
Aug 24	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	1,078.19		590,479.10
Aug 24	Cheque, NO.594	689.40		589,789.70
Aug 24	Cheque, NO.816	1,586.25		588,203.45
Aug 25	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	1,256.88		586,946.57
Aug 25	Pre-Authorized Payment. SOO PUC BPY/FAC	91.53		586,855.04
Aug 25	Pre-Authorized Payment. SOO PUC BPY/FAC	40.77		586,814.27
Aug 25	Pre-Authorized Payment. SOO PUC BPY/FAC	37.49		586,776.78
Aug 25	Pre-Authorized Payment. SOO PUC BPY/FAC	92.71		586,684.07
Aug 25	Pre-Authorized Payment. SOO PUC BPY/FAC	93.06		586,591.01
Aug 25	Pre-Authorized Payment. SOO PUC BPY/FAC	23.38		586,567.63
Aug 25	Pre-Authorized Payment. SOO PUC BPY/FAC	159.18		586,408.45
Aug 25	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	933.33		585,475.12
Aug 25	Cheque, NO.760	666.67		584,808.45
Aug 25	Transfer, Happy Gilmore - Account #	50,000.00		534,808.45
Aug 25	Transfer, Prospect - Account #	15,000.00		519,808.45
Aug 26	Pre-Authorized Payment. GSHPI BPY/FAC	59.10		519,749.35
Aug 26	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	248.00		519,501.35
Aug 26	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	643.93		518,857.42
Aug 26	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	675.44		518,181.98

continued

Business Banking statement

INTERLUDE INC.
For the period ending August 31, 2022

Business Banking¹⁶³⁷



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account Interlude - Account #				(continued)
Aug 26	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	817.98		517,364.00
Aug 26	Pre-Authorized Payment, GSHPI BPY/FAC	32.20		517,331.80
Aug 26	Pre-Authorized Payment, GSHPI BPY/FAC	100.42		517,231.38
Aug 26	Pre-Authorized Payment, GSHPI BPY/FAC	105.35		517,126.03
Aug 26	Pre-Authorized Payment, SOO PUC BPY/FAC	97.59		517,028.44
Aug 26	Pre-Authorized Payment, SOO PUC BPY/FAC	42.56		516,985.88
Aug 26	Pre-Authorized Payment, SOO PUC BPY/FAC	222.15		516,763.73
Aug 26	Transfer, Happy Gilmore - Account #	10,000.00		506,763.73
Aug 26	Transfer, DSPLN - Account #	25,000.00		481,763.73
Aug 26	FX WIRE PAYMENT, WIRE PYMT AT 1.310710, USD 75,000.00, TO HIGHKEY ENTERPRISES LL	98,303.25		383,460.48
Aug 26	Transfer, SID Renos - Account #	110,000.00		273,460.48
Aug 26	Cheque, NO.1031	992.00		272,468.48
Aug 26	Cheque, NO.989	1,173.33		271,295.15
Aug 26	Cheque, NO.1001	1,221.33		270,073.82
Aug 26	Cheque, NO.828	4,320.00		265,753.82
Aug 26	Cheque, NO.658	1,095.83		264,657.99
Aug 26	Cheque, NO.657	1,101.96		263,556.03
Aug 26	Cheque, NO.659	661.93		262,894.10
Aug 29	INTERAC e-Transfer Received		10,000.00	272,894.10
Aug 29	INTERAC e-Transfer Received		10,000.00	282,894.10
Aug 29	INTERAC e-Transfer Received		10,000.00	292,894.10
Aug 29	Deposit at, BR. 0764		100,000.00	392,894.10
Aug 29	INTERAC e-Transfer Received		10,000.00	402,894.10
Aug 29	INTERAC e-Transfer Received		10,000.00	412,894.10
Aug 29	INTERAC e-Transfer Received		10,000.00	422,894.10
Aug 29	INTERAC e-Transfer Received		10,000.00	432,894.10
Aug 29	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	919.14		431,974.96
Aug 29	Pre-Authorized Payment, GSHPI BPY/FAC	97.15		431,877.81
Aug 29	Pre-Authorized Payment, GSHPI BPY/FAC	121.61		431,756.20
Aug 29	Pre-Authorized Payment, GSHPI BPY/FAC	50.27		431,705.93
Aug 29	Pre-Authorized Payment, GSHPI BPY/FAC	81.15		431,624.78
Aug 29	Pre-Authorized Payment, GSHPI BPY/FAC	75.24		431,549.54
Aug 29	Pre-Authorized Payment, GSHPI BPY/FAC	127.42		431,422.12
Aug 29	Pre-Authorized Payment, GSHPI BPY/FAC	253.15		431,168.97

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account : Interlude - Account #				(continued)
Aug 29	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	950.00		430,218.97
Aug 29	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	140.41		430,078.56
Aug 29	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	247.28		429,831.28
Aug 29	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	279.80		429,551.48
Aug 29	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	570.00		428,981.48
Aug 29	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	400.67		428,580.81
Aug 29	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	200.79		428,380.02
Aug 29	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	382.53		427,997.49
Aug 29	Pre-Authorized Payment. SOO PUC BPY/FAC	90.56		427,906.93
Aug 29	Deposit at, BR. 2215		99,000.00	526,906.93
Aug 29	INTERAC e-Transfer Sent, 101 DIXON FINAL VR	4,802.50		522,104.43
Aug 29	INTERAC e-Transfer Sent, 101 DIXON VR	847.50		521,256.93
Aug 29	INTERAC e-Transfer Sent, 536 MONTAGUE A A E	1,533.75		519,723.18
Aug 29	Cheque, NO.939	2,175.00		517,548.18
Aug 29	Transfer, SID Renos - Account #	10,000.00		507,548.18
Aug 29	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	1,740.00		505,808.18
Aug 29	Pre-Authorized Payment. OLYMPIA TRUST C MTG/HYP	1,616.25		504,191.93
Aug 29	Pre-Authorized Payment. ENBRIDGE GAS BPY/FAC	48.88		504,143.05
Aug 29	Cheque, NO.793	853.33		503,289.72
Aug 29	Cheque, NO.1123	1,520.00		501,769.72
Aug 29	Pre-Authorized Payment. DEFT SETTLEMENT FLE 0051	120,335.34		381,434.38
Aug 29	Cheque, NO.856	1,498.50		379,935.88
Aug 29	Cheque, NO.697	1,087.50		378,848.38
Aug 29	Transfer, DSPLN - Account #	20,000.00		358,848.38
Aug 30	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	950.00		357,898.38
Aug 30	Pre-Authorized Payment. THE LIONS SHARE LNS/PRE	500.00		357,398.38
Aug 30	Transfer, DSPLN - Account #	50,000.00		307,398.38
Aug 30	Deposit at, BR. 0356		49,500.00	356,898.38
Aug 30	Deposit at, BR. 3715		50,000.00	406,898.38
Aug 30	Pre-Authorized Payment. DEFT SETTLEMENT FLE 0052	3,249.99		403,648.39
Aug 30	Cheque, NO.644	3,635.00		400,013.39
Aug 31	Pre-Authorized Payment. GSHPI BPY/FAC	119.72		399,893.67

continued

Business Banking statement

INTERLUDE INC.
For the period ending August 31, 2022

Business Banking¹⁶³⁹

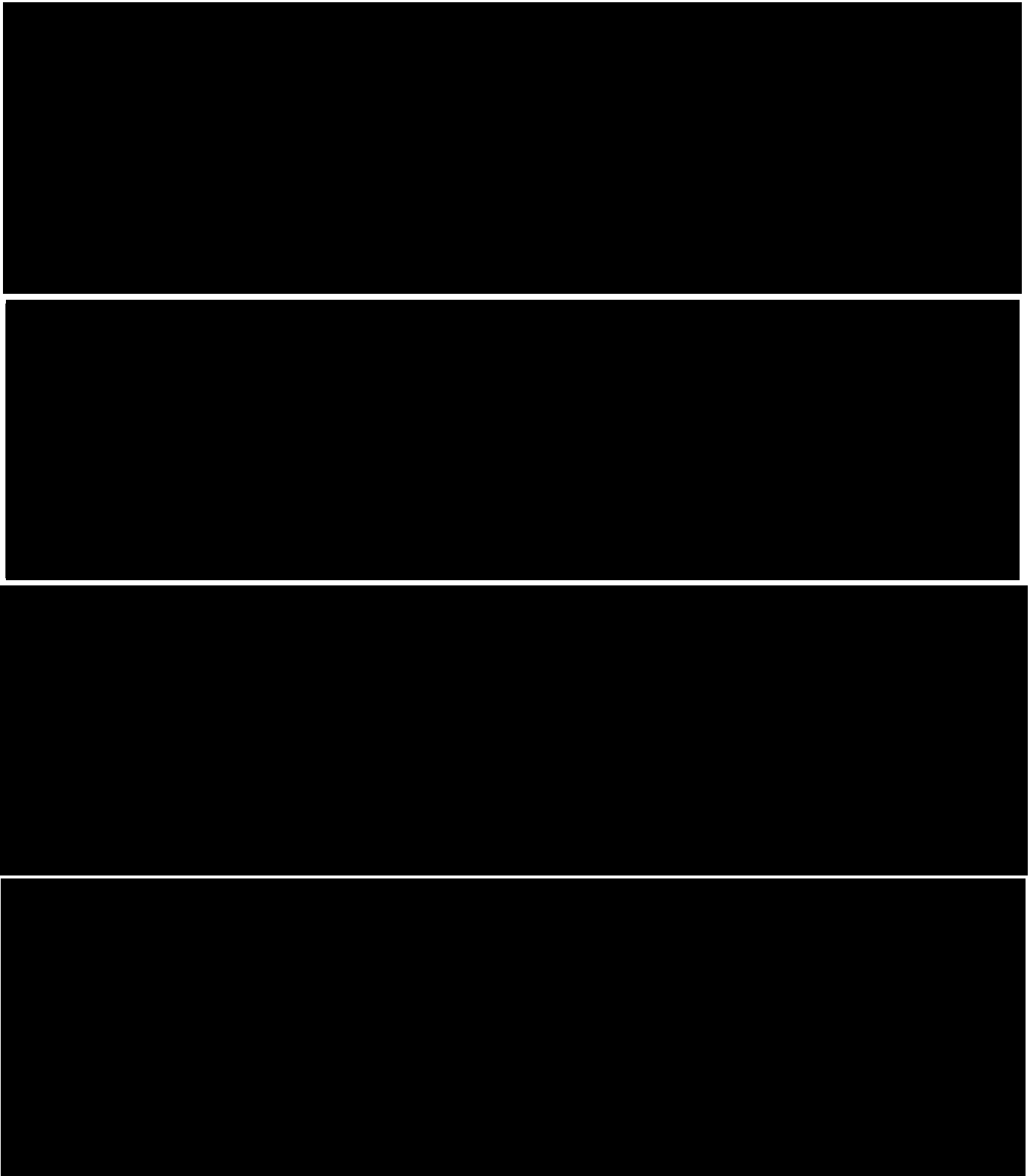


Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account Interlude - Account #				(continued)
Aug 31	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	1,780.00		398,113.67
Aug 31	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	164.77		397,948.90
Aug 31	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	213.80		397,735.10
Aug 31	Pre-Authorized Payment, THE LIONS SHARE LNS/PRE	227.93		397,507.17
Aug 31	Pre-Authorized Payment, GSHPI BPY/FAC	78.35		397,428.82
Aug 31	Pre-Authorized Payment, GSHPI BPY/FAC	32.24		397,396.58
Aug 31	Pre-Authorized Payment, GSHPI BPY/FAC	55.92		397,340.66
Aug 31	Transfer, Happy Town - Account #	5,000.00		392,340.66
Aug 31	Cheque, NO.616	1,733.33		390,607.33
Aug 31	Cheque, NO.371	1,455.00		389,152.33
Aug 31	Cheque, NO.628	2,160.00		386,992.33
Aug 31	Plan Fee	22.50		386,969.83
Aug 31	Transaction Fee, EXCESS ITEMS 06 AT \$1.25, CHEQUE 38 AT \$1.25, DISCOUNT 204 AT \$0.60	177.40		386,792.43
Aug 31	Interest Paid	0.07		386,792.36
Aug 31	Overdraft Per Item Charge	105.00		386,687.36
Aug 31	Closing totals	1,808,240.81	2,178,302.97	

Number of items processed 373..... 55

Number of cheques or related items enclosed in your statement..... 73



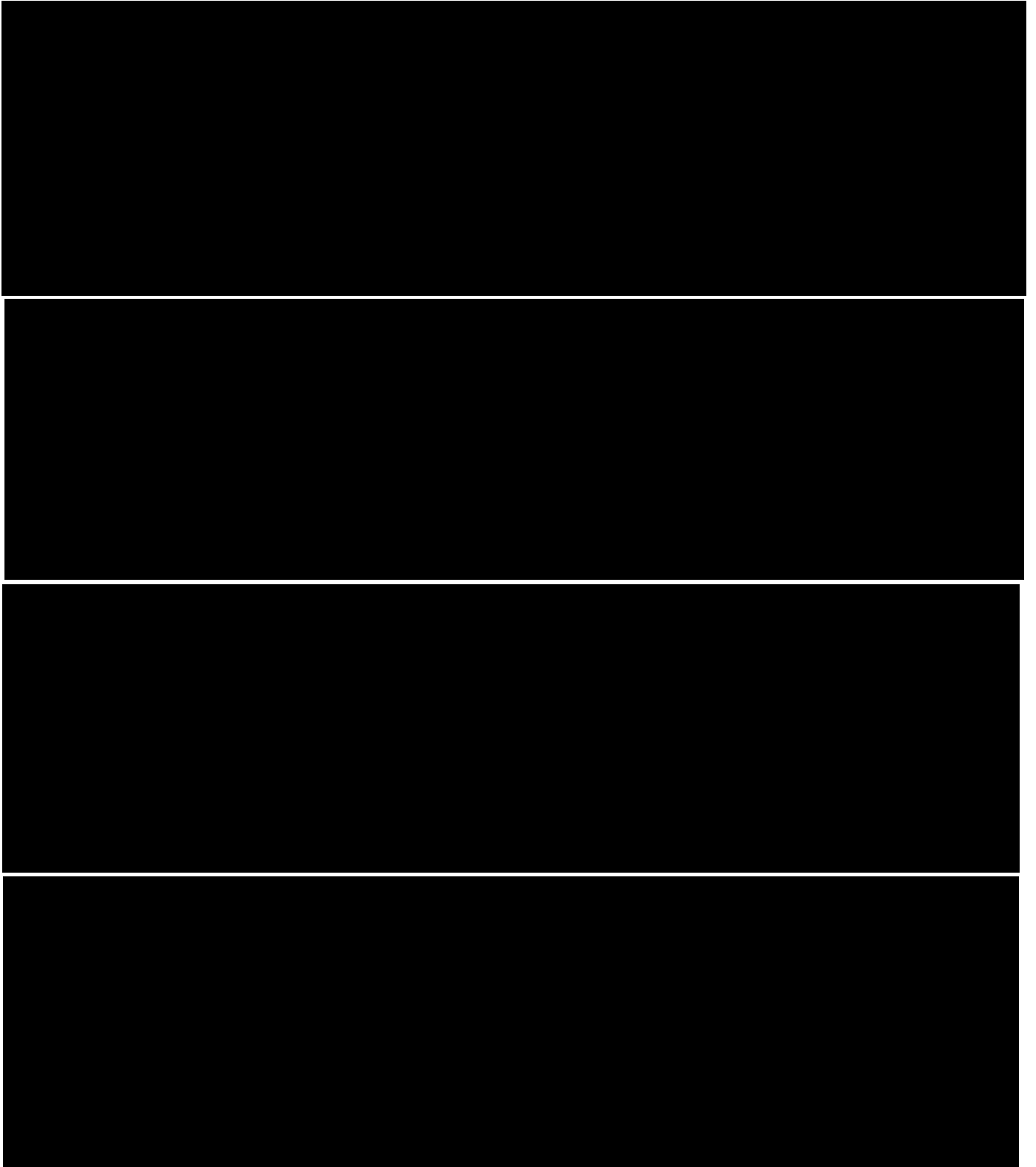
INTERLUDE INC.
For the period ending August 31, 2022

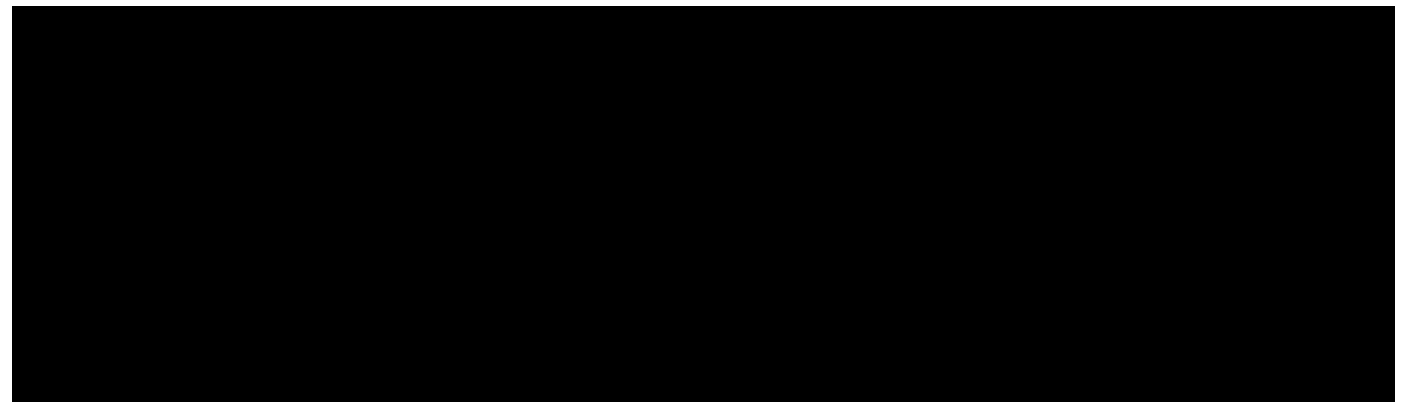
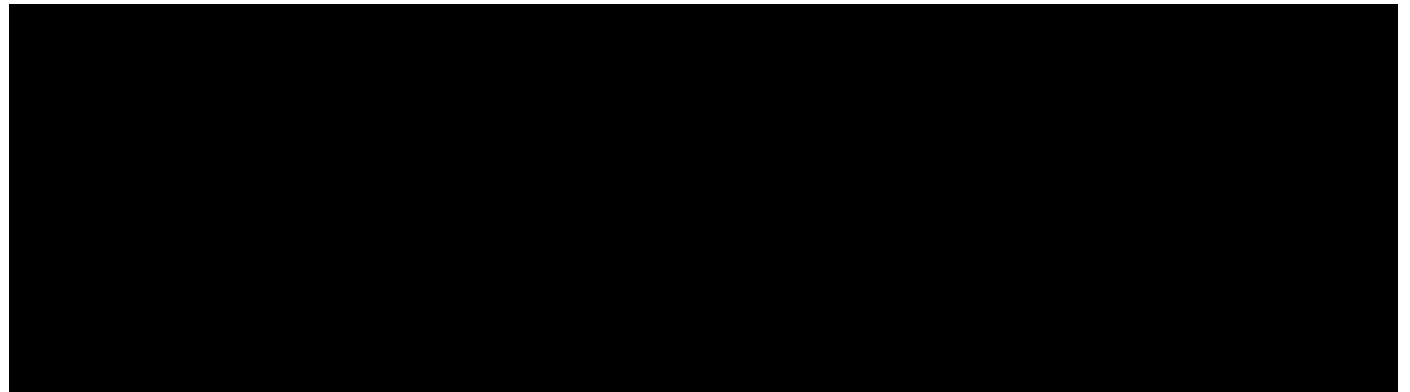
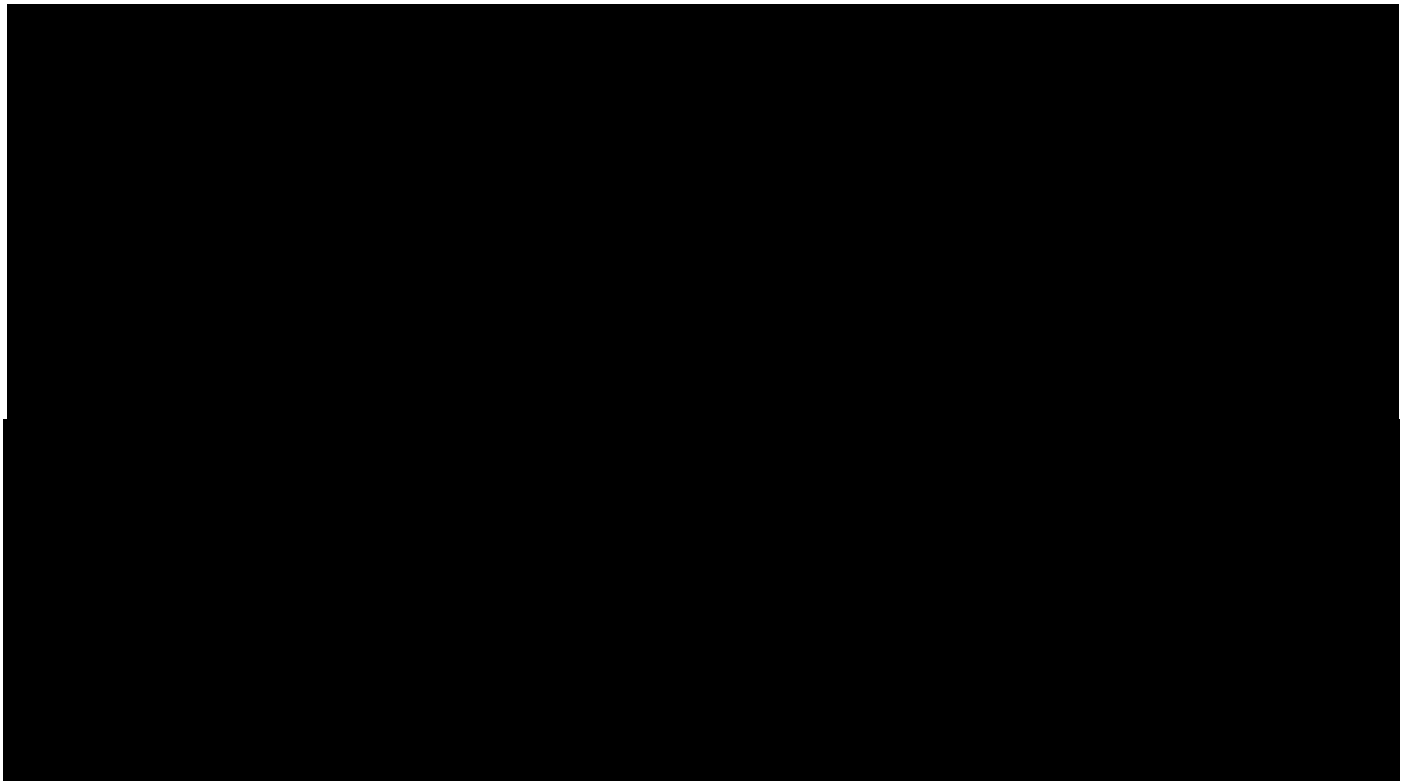
A photograph showing three people (two men and one woman) looking at a large globe of the Earth. They are in a dimly lit room, possibly a museum or a study, with a window in the background showing a night sky with stars. The globe is the central focus, and the people are positioned around it, looking at it with interest.

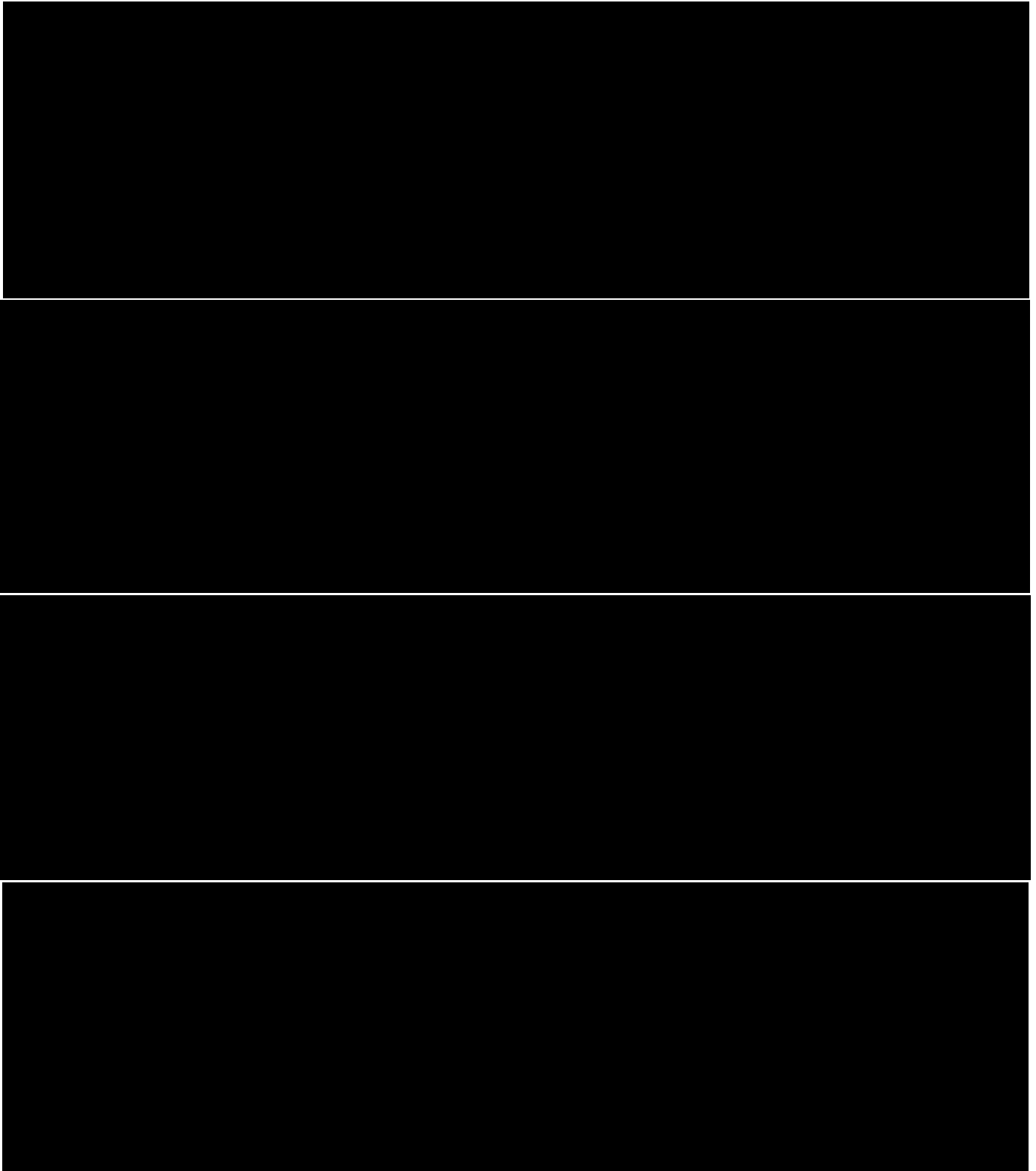


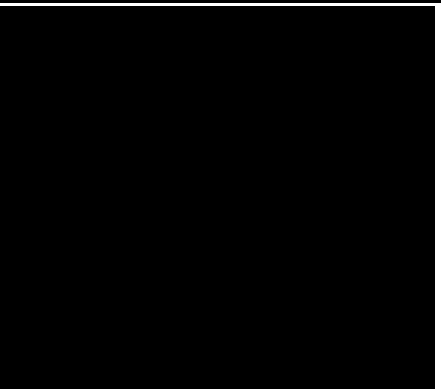
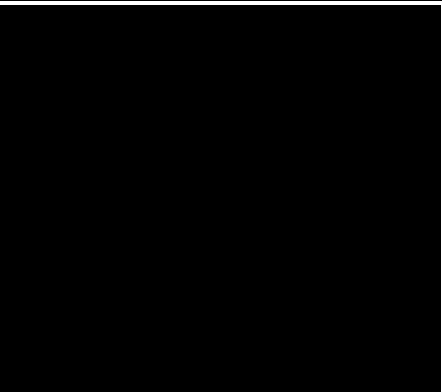
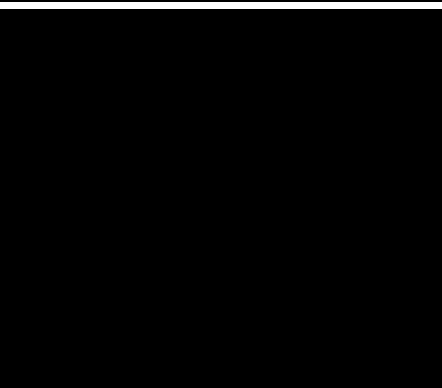
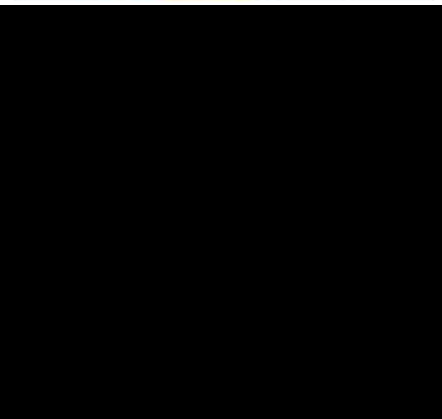
BMO  **Bank of Montreal**

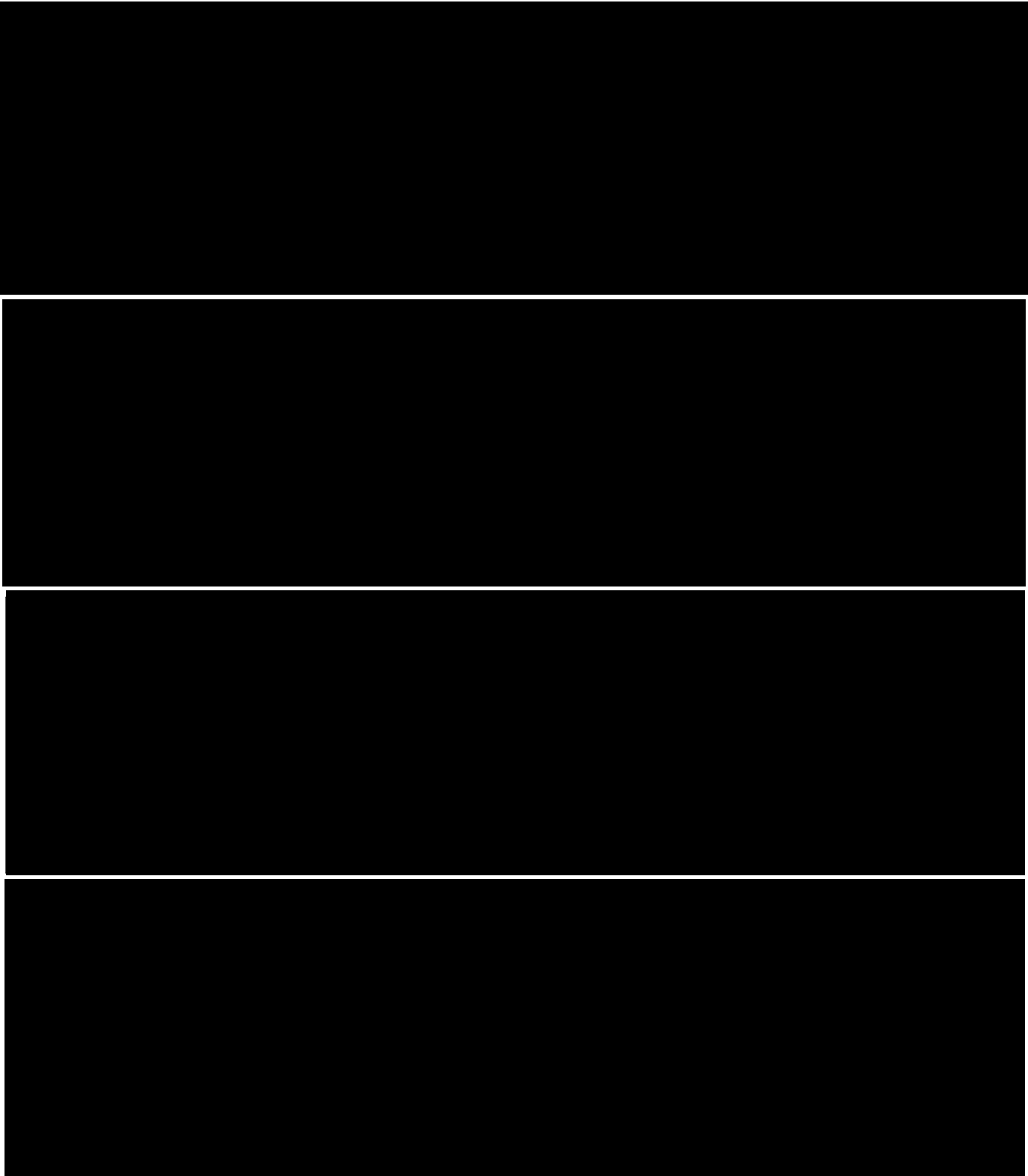
15130E (09/02)

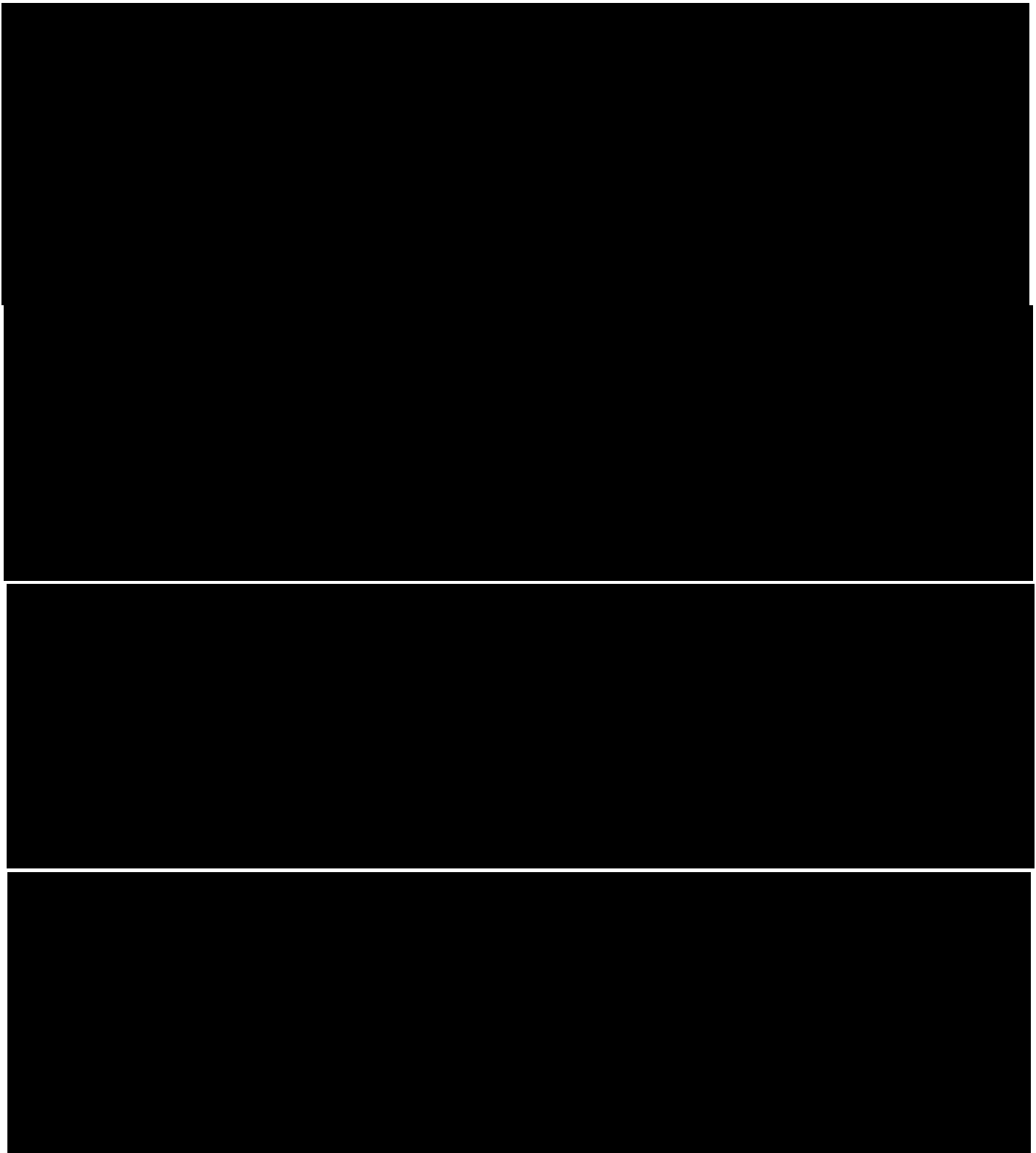


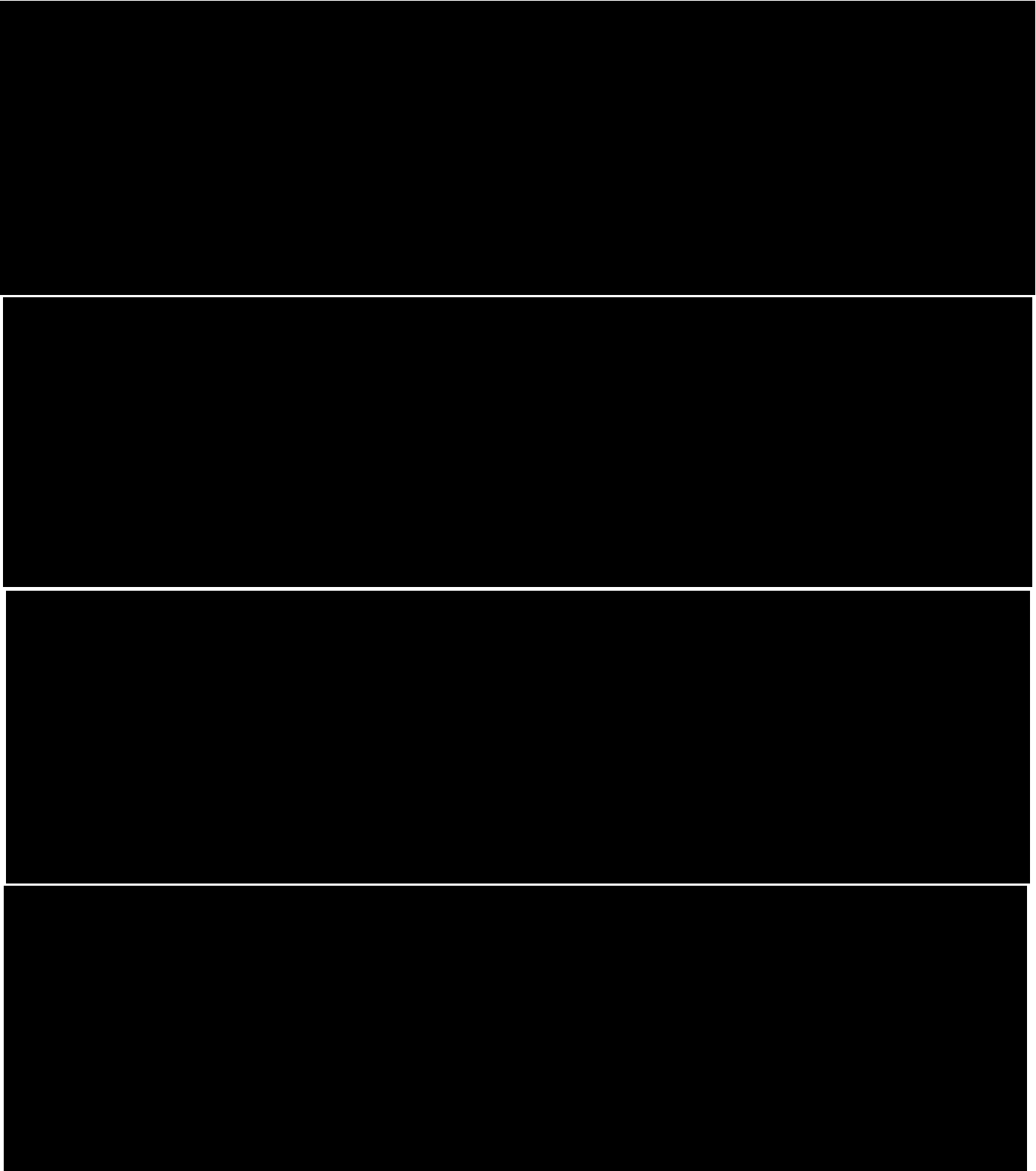










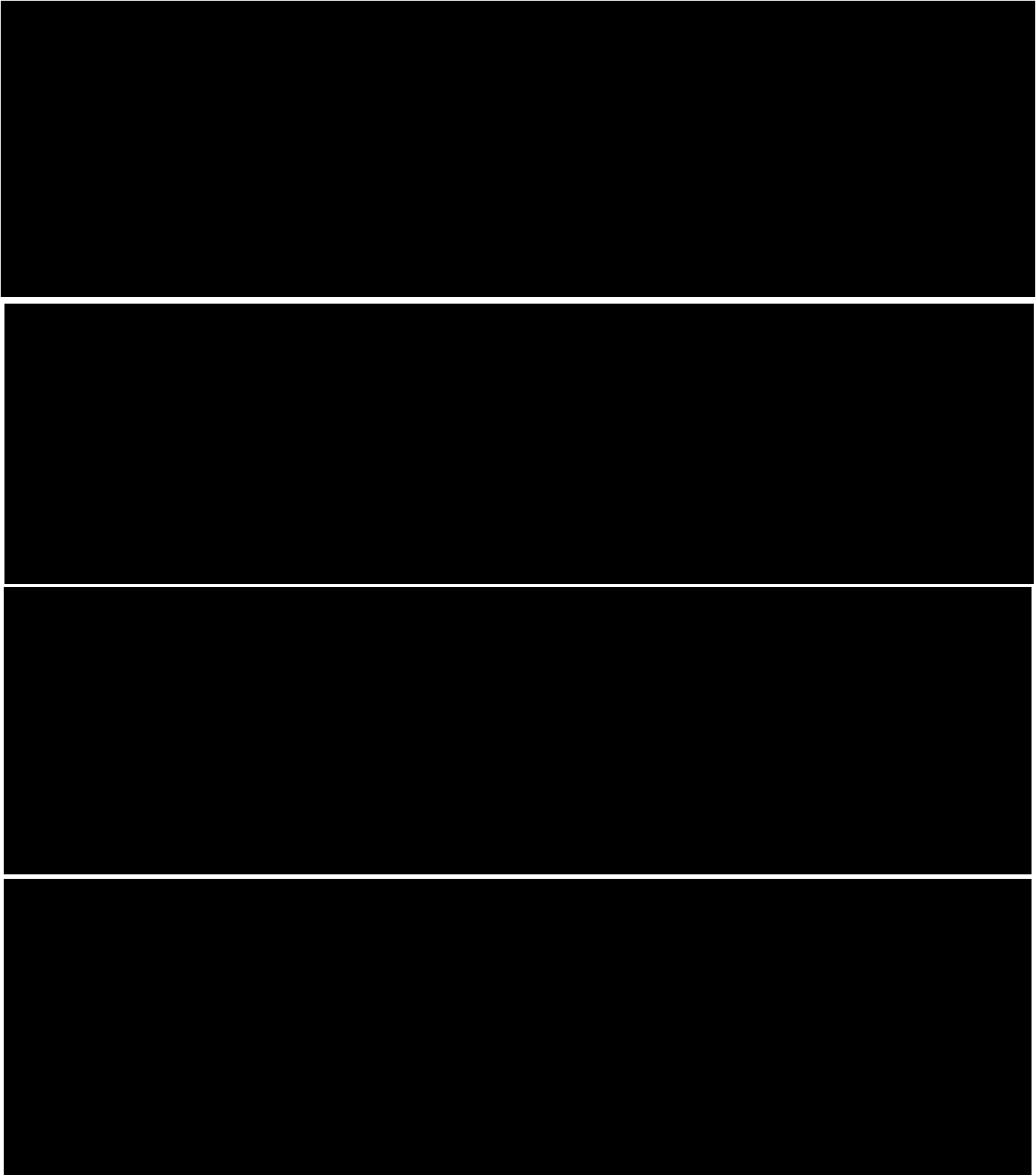


INTERLUDE INC.
For the period ending August 31, 2022

A photograph showing three people (two men and one woman) looking at a large globe of the Earth. They are in a dimly lit room, possibly a museum or a study, with a window in the background showing a night sky with stars. The globe is the central focus, and the people are positioned around it, looking at it with interest.

BMO  **Bank of Montreal**

15130E (09/02)



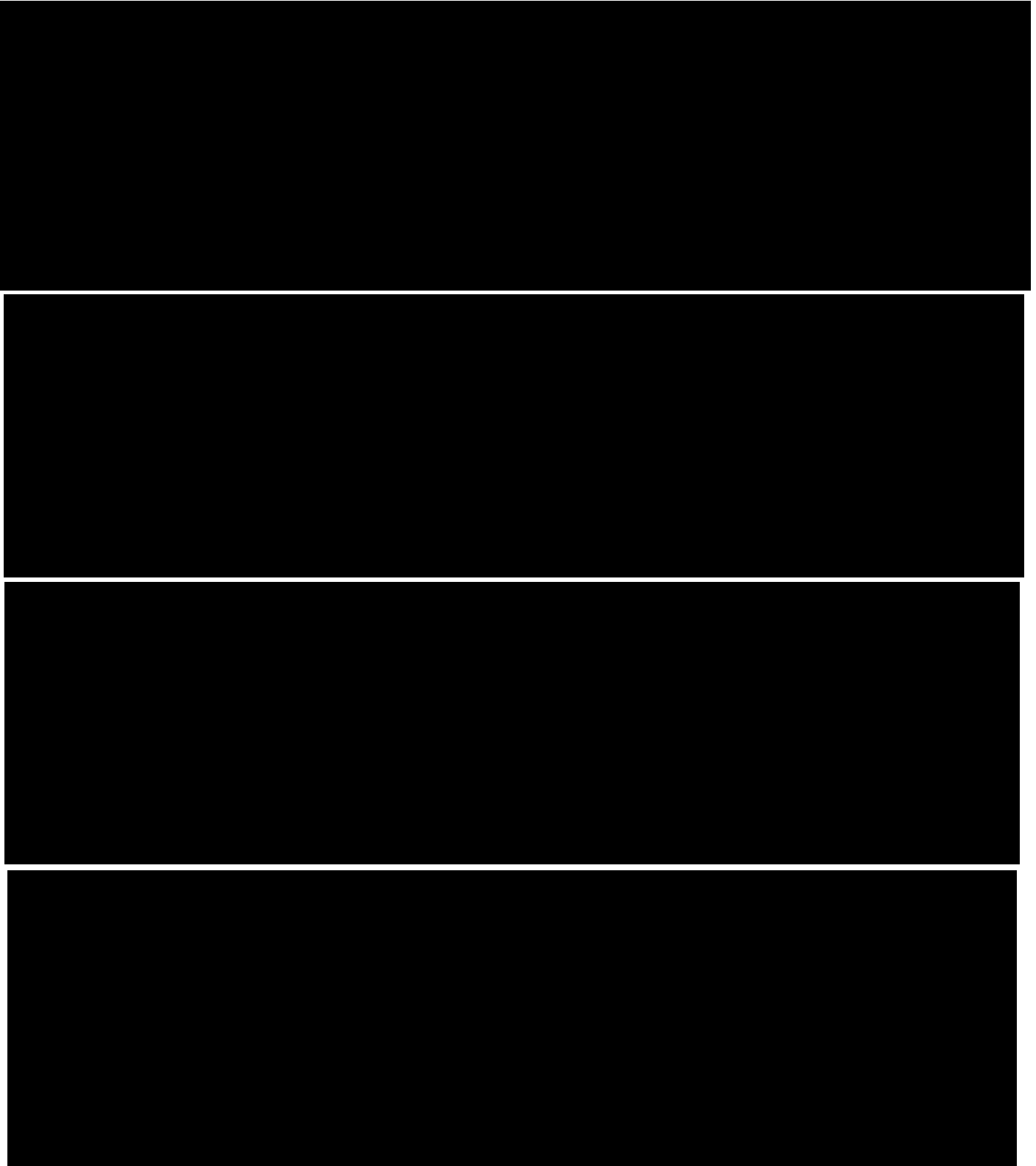
INTERLUDE INC.
For the period ending August 31, 2022

A photograph showing three people (two men and one woman) looking at a large globe of the Earth. They are in a dimly lit room, possibly a museum or a study, with a window in the background showing a night sky with stars. The globe is the central focus, and the people are positioned around it, looking at it with interest.



BMO  **Bank of Montreal**

15130E (09/02)

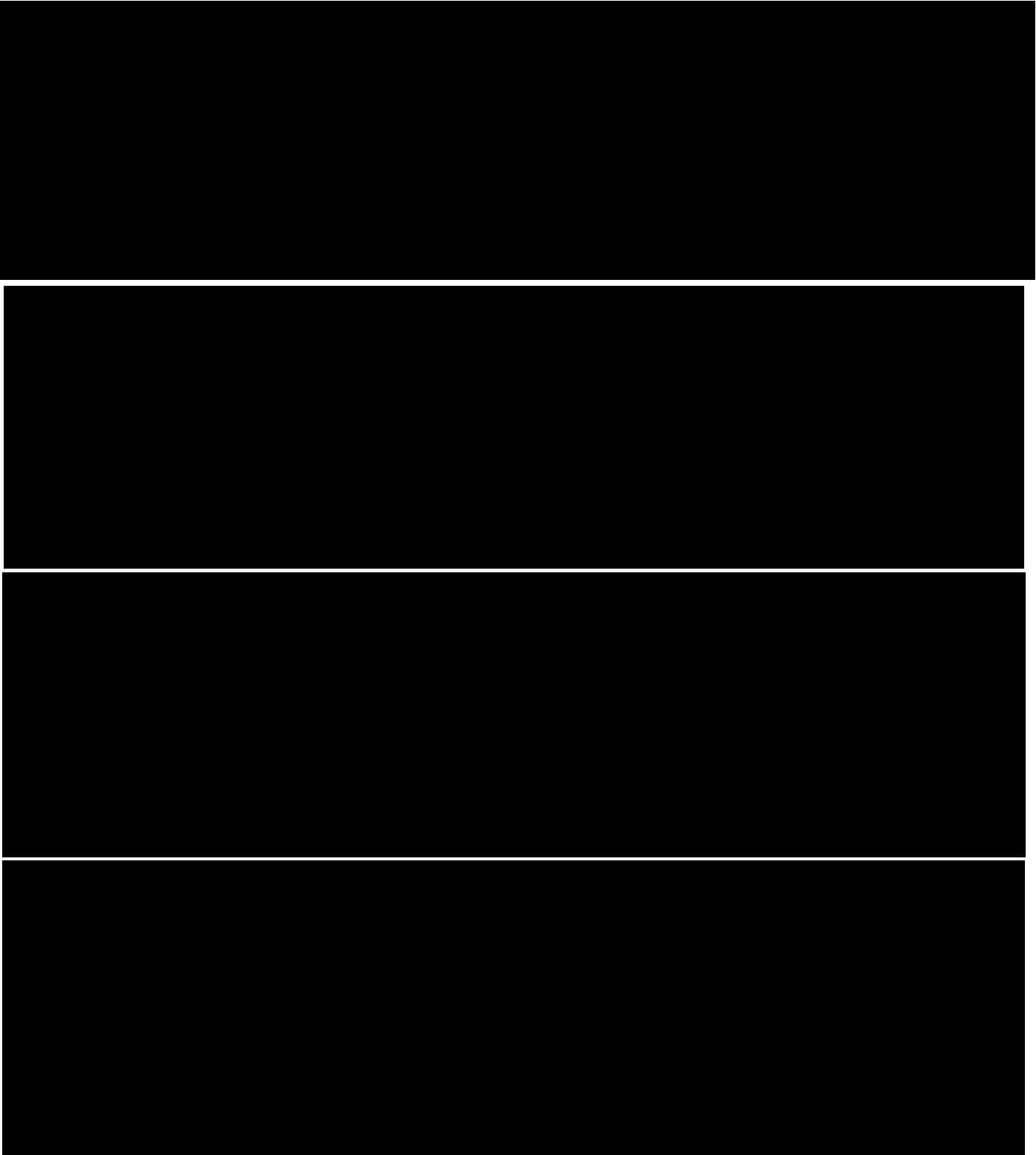


INTERLUDE INC.
For the period ending August 31, 2022

A photograph showing three people (two men and one woman) looking at a large globe of the Earth. They are in a dimly lit room, possibly a museum or a study, with a window in the background showing a night sky with stars. The globe is the central focus, and the people are positioned around it, looking at it with interest.

BMO  **Bank of Montreal**

15130E (09/02)



INTERLUDE INC.
For the period ending August 31, 2022

A photograph showing three people (two men and one woman) looking at a large globe of the Earth. They are in a dimly lit room, possibly a museum or a study, with a window in the background showing a night sky with stars. The globe is the central focus, and the people are positioned around it, looking at it with interest.



BMO  **Bank of Montreal**

15130E (09/02)

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Business Banking statement

INTERLUDE INC.
For the period ending August 31, 2022

Business Banking¹⁶⁵⁹

