

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

SA Capital Growth Corp.

Applicant

- and -

Robert Mander and E.M.B. Asset Group Inc.

Respondents

APPLICATION UNDER Rule 14.05(3)(g) of the *Rules of Civil Procedure*
and section 101 of the *Courts of Justice Act*, R.S.O. 1990. c. C.43, as amended

**APPLICATION RECORD
(Returnable March 17, 2010)**

March 15, 2010

OGILVY RENAULT LLP
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Lawyers for the Applicant

TO: E.M.B. Asset Group Inc.
223 Church Street
Oakville, Ontario
L6J 1N4

AND TO: Robert J. Mander
225 Church Street
Oakville, Ontario
L6J 1N4

With copies to:

Robert J. Mander
223 Church Street
Oakville, Ontario
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Robert J Mander
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ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

BETWEEN:

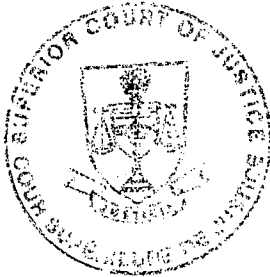
SA Capital Growth Corp.

Applicant

- and -

Robert Mander and E.M.B. Asset Group Inc.

Respondent



APPLICATION UNDER Rule 14.05(3)(g) of the *Rules of Civil Procedure*
and section 101 of the *Courts of Justice Act*, R.S.O. 1990. c. C.43, as amended

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following pages.

THIS APPLICATION will come on for a hearing on **Wednesday, March 17, 2010 at 10:00 a.m.**, at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date March 15, 2010

Issued by



Local registrar

Address of 7th Floor
court office 330 University Avenue
Toronto, Ontario
M5G 1R7

TO: E.M.B. Asset Group Inc.
223 Church Street
Oakville, Ontario
L6J 1N4

AND TO: Robert J. Mander
225 Church Street
Oakville, Ontario
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With copies to:

Robert J. Mander
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Robert J Mander
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APPLICATION

1. The Applicant makes application for:
 - (a) an order abridging and validating the time for service of this Notice of Application and the Application Record so that this Application is properly returnable March 17, 2010 and dispensing with further service thereof;
 - (b) an order appointing a receiver over the assets, property and undertaking of E.M.B. Asset Group Inc. (the "Debtor") pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and
 - (c) such further and other orders as counsel may advise or this Honourable Court may deem just.
2. The grounds for the application are:

Background

- (a) Davide Amato ("Amato") is an individual resident in the City of Mississauga, in the Province of Ontario and is the President of SA Capital Growth Corp.;
- (b) SA Capital Growth Corp. (the "Applicant") is a corporation formed under the laws of the Province of Ontario with a registered office in Oakville, Ontario;
- (c) SA Capital is a vehicle through which Amato indirectly invested his own money with the Debtor by way of loan contracts;
- (d) SA Capital also accepted investment from friends and family of Amato by way of loan contracts, which amounts were then also loaned to the Debtor;
- (e) Currently, SA Capital has approximately 40 third party investors;
- (f) The Debtor is a corporation formed under the laws of the Province of Ontario, with a registered office in Oakville, Ontario;

- (g) The Debtor purports to carry on a business of pooling and reinvesting funds of the Applicant, among others, into publicly traded equity markets;
- (h) The directing mind of the Debtor is believed to be Robert Mander;

Amounts Owed by the Debtor

- (i) Over the course of a two year period SA Capital has contributed, through loan contracts, an aggregate principal amount of \$12,176,000 to the Debtor which has accrued substantial interest;
- (j) Significant additional amounts were loaned to Robert Mander as well;
- (k) The above amounts are due and payable;
- (l) The Applicant is informed that numerous unrelated third parties are also owed substantial sums of money by the Debtor and by Mander or other affiliates of Mander;
- (m) Despite numerous demands for repayment over the course of the past several months, the above amounts have not been repaid by the Debtor;

The Applicant Has Concerns that the Debtor's Assets will Dissipate

- (n) The Applicant does not now believe that the Debtor ever did engage in the business of investing funds provided by the Applicant in public equity markets as promised, and no evidence of any investing activities of any kind has ever been provided by the Debtor despite the Applicant's requests;
- (o) In the Applicant's view, it is clear that the Debtor is unwilling to meet all of its obligations to the Applicant and others;
- (p) Robert Mander has provided numerous conflicting stories about personal health problems, the Debtor's ability to generate enough funds to repay the Debtor's debts and the timing of that repayment;

- (q) The Debtor has sent certain representatives to the Applicant's premises to attempt to engage the Applicant in a process of destroying existing loan agreements and re-writing those agreements on terms more favourable to the Debtor;
- (r) The Applicant believes that the Debtor has engaged in strategic tactics specifically to delay the Applicant's assertion of any remedies that may be available to it;
- (s) Despite their extensive past dealings, Robert Mander has not personally contacted the Applicant since the beginning of February 2010;
- (t) A number of real estate assets that the Applicant believes belong to Robert Mander have been put up for sale, creating a risk that Robert Mander and the Debtor are seeking to exit this jurisdiction;
- (u) It is believed that a number of entities are affiliated with the Debtor and Robert Mander and there is legitimate concern that the Debtor will transfer its assets to these affiliated entities in an attempt to prevent the Applicant, or others, from locating funds that would satisfy the debts owing to the Applicant or others;
- (v) Based upon the above, there are significant suspicious circumstances surrounding the Debtor's dealings with the Applicant;

The Order Sought by the Applicant is Just and Convenient in the Circumstances

- (w) There has been no transparency in the operation of the Debtor's business or the investment of the Applicant's funds, and the Applicant justly requires some visibility on what has been done with those funds;
- (x) The order sought attempts to achieve the goal of protecting and preserving the Debtor's property, which is necessary as the Applicant is reasonably concerned about the dissipation of that property to the detriment of the Debtor's significant creditors; and

- (y) The order sought fairly balances the interests of the Applicant in protecting and preserving the Debtor's property and providing some transparency to the Applicant and is, at the same time, minimally intrusive to the Debtor.
3. The following documentary evidence will be used at the hearing of the Application:
- (a) the Affidavit of Davide Amato, sworn March 15, 2010;
 - (b) the consent of RSM Richter Inc. to act as receiver of the assets, property and undertaking of the Debtor; and
 - (c) such further and other documentary evidence as counsel may advise and this Honourable Court may permit.

March 15, 2010

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Lawyers for the Applicant

Applicant	Respondents
	<div><div>ONTARIO</div><div>SUPERIOR COURT OF JUSTICE</div><div>Proceeding commenced at Toronto</div></div>
	<div>NOTICE OF APPLICATION</div>
	<div><div>OGILVY RENAULT LLP</div><div>Suite 3800, Box 84</div><div>Royal Bank Plaza, South Tower</div><div>200 Bay Street</div><div>Toronto, Ontario M5J 2Z4</div><div>Alan Merskey LSUC#: 413771</div><div>Tel: 416.216.4805</div><div>Fax: 416.216.3930</div><div>Orestes Pasparakis LSUC#: 36851T</div><div>Tel: 416.216.4815</div><div>Evan Cobb LSUC#: 55787N</div><div>Tel: 416.216.4805</div><div>Lawyers for the Applicant</div></div>

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

SA CAPITAL GROWTH CORP.

Applicant

- and -

ROBERT MANDER AND E.M.B. ASSET GROUP INC.

Respondents

**APPLICATION UNDER Rule 14.05 (3)(g) of the *Rules of Civil Procedure* and Section
101 of the *Courts of Justice Act*, R.S.O. 1990**

**AFFIDAVIT OF DAVIDE AMATO
(sworn March 15, 2010)**

I, Davide Amato, of the City of Mississauga, MAKE OATH AND SAY:

1. I am the President of SA Capital Growth Corp. ("SA Capital"), a corporation that has entered into investment contracts pursuant to which funds were loaned to both E.M.B. Asset Group Inc. ("EMB") and its principal, Robert Mander ("Mander"). As such I have knowledge of the matters to which I depose. To the extent I have relied on information from others, I believe that information to be true.
2. I swear this affidavit in support of an Application for the appointment of a receiver over the assets, property and undertaking of EMB.

Background

3. SA Capital is a corporation formed under the laws of the Province of Ontario in September of 2007. It is a vehicle through which I invested my own money in one particular third party venture, it is also a vehicle through which investment was accepted from friends

and family, for reinvestment in that same particular third party venture. Currently, SA Capital has approximately 40 third party investors.

4. Corporate searches show that EMB is a corporation incorporated under the laws of the Province of Ontario. Its sole director appears to be Mander, who is also listed as an officer of EMB. According to the corporate search report, the address of EMB is in Oakville, Ontario. A copy of this corporate search report is attached as Exhibit "A" hereto.

5. Prior to devoting my attention exclusively to the operation of SA Capital in late 2008, I was engaged in the profession of dentistry and operated a profitable practice for 18 years. Prior to my involvement with SA Capital and EMB, my experience in investing was limited.

6. I set out the facts below describing my business dealings with Mander and EMB. Individually, many of these events did not cause me concern at the time, especially given my lack of financial investment experience. However, the suspicious and concerning events of the last several months, as detailed below, have caused me to re-examine our prior dealings. I now believe that those dealings form part of a larger concerning pattern. It is for that reason that I will now review them.

Investments With CO Capital Growth Corp.

7. In or around March of 2007, I had a brief conversation with an acquaintance, Peter Sbaraglia ("Sbaraglia"), and he informed me that he had started an investment company which guaranteed rates of return of 25% per year to investors who provided unsecured debt financing to the investment company. I informed Sbaraglia that I may be interested in finding out more about this investment opportunity as I had about \$3,000,000 in funds for which I was seeking stable investment opportunities.

8. In or around April of 2007, I was introduced by Sbaraglia to Mander. I understand that Sbaraglia and Mander were the principals of the investment company that Sbaraglia referred to, as described above. That investment company became known to me as CO Capital Growth Corp. ("CO Capital").

9. Sbaraglia and Mander together encouraged me to make an investment in CO Capital through which I would receive the above described guaranteed rate of return. Sbaraglia and Mander persistently pursued an investment from me in CO Capital over the course of a number of months until, in July of 2007, I made my first investment with CO Capital by way of an unsecured loan evidenced by a promissory note.

10. Over the course of a number of months from July of 2007 to February of 2008, I, along with friends and family, had invested approximately \$5,000,000 with CO Capital (the "CO Capital Investment"), all by way of unsecured loans. I personally provided \$4,000,000 of this investment and family and friends provided an additional \$1,000,000 of this investment. A substantial portion of my personal investment was funded through a line of credit that I arranged with my financial institution, which is secured by my home. The total line of credit that I took out for investment with CO Capital was \$1,500,000 million. A 25% rate of return was promised on these investments. Most of these loans had a term of one year. A sample loan agreement with CO Capital is provided as Exhibit "B" to this affidavit.

Formation Of SA Capital

11. In September of 2007 I incorporated SA Capital. I did so on the basis of conversations with Mander and Sbaraglia in which they explained to me that if I incorporated my own company to attract and pool its own third party investments by way of loan contracts, my corporation could then pass these loaned funds along to CO Capital by way of further loan agreements. My corporation would then profit on the spread between the interest it received from CO Capital and the interest that it paid out to its investors. These arrangements will be referred to as the "back-to-back loan arrangements".

12. In September of 2008, at the encouragement of Mander, I sold my dental practice and devoted my attention full time to the development of the business of SA Capital. I contributed the sale proceeds of approximately \$1,850,000 million from my practice to SA Capital for investment with EMB at the encouragement of Mander. Mander was highly involved in the process of establishing the SA Capital operations. By October of 2008, Mander had become a 50% shareholder of SA Capital, though he provided no capital

contribution for his shares. This arrangement remained in place until Mander resigned and relinquished his shares in or about June of 2009.

13. While SA Capital is a single creditor of EMB and Mander, SA Capital in fact represents the interests of approximately 40 separate creditors. SA Capital was used as a vehicle through which Mander could access capital from these 40 separate creditors. The back-to-back loan arrangements evidence the fact that SA Capital was only a conduit through which corresponding loan agreements with corresponding maturity dates could be made to pass funds indirectly from SA Capital's clients to Mander and EMB. Most, if not all, of SA Capital's clients had some contact with Mander, and all expected that the intention was to pass loaned funds along to Mander or EMB. Mander, in many cases, solicited investments on behalf of SA Capital from these clients.

14. Mander's involvement in SA Capital was extensive. Aside from his shareholdings, Mander also directed me to a particular lawyer and accountant who would provide services to SA Capital. Those same lawyers and accountants also provided services to EMB and Mander. This made dealings between SA Capital and EMB or Mander seamless, but in retrospect also allowed Mander an even greater degree of influence over the operations and transactions of SA Capital.

The Plaintiffs' Investment Dealings With EMB And Mander

15. My relationship with Sbaraglia subsequently deteriorated in April of 2008 and I requested a return of the above CO Capital Investment in full as such investment matured. CO Capital did return the CO Capital Investment on an instalment basis.

16. As a result of conversations with me, Mander knew that SA Capital intended to re-lend those funds on the same day as received, or immediately thereafter, to EMB, a corporation that Mander controlled. I believe that this is why the CO Capital Investment was returned.

17. Following the return of the CO Capital Investment, SA Capital began to invest funds directly with Mander and EMB. Typically, these investments took the form of loan contracts (the "Loan Contracts") in which SA Capital would deliver funds for specified terms, usually a

year, and be promised a specified rate of interest at a minimum of 15% along with a variable return representing a portion of the profits that Mander claimed EMB would achieve through its trading activities. The term of each Loan Contract would vary and some would be as long as 3 years. The typical Loan Contract is similar in form and substance to the loan agreements used by CO Capital. A sample of the standard Loan Contract is provided as Exhibit "C" to this affidavit.

18. Mander explained that he, either personally or through EMB, would take the pooled principal amounts of SA Capital and other investors and invest those amounts in certain public equity investments through which he would generate higher rates of return than would have to be repaid under the terms of the Loan Contracts. A copy of a particular email outlining investments that Mander claims to have made is attached hereto as Exhibit "D".

19. Neither I nor SA Capital was ever provided information identifying the exact investments or instruments through which EMB was allegedly earning sufficient rates of return to pay out EMB's investors and provide additional income to EMB and SA Capital. Mander did, however, explain that EMB was exclusively investing in publicly traded equity securities.

20. The back-to-back loan arrangements continued as they had previously operated with CO Capital. Pursuant to these back-to-back loan arrangements, investors in SA Capital were guaranteed a rate of return of between 17% and 25%.

21. On numerous occasions Mander stressed to me the importance that SA Capital not hold onto cheques from third party investors for more than one week and that these amounts should be applied to new Loan Contracts with EMB or Mander as soon as possible upon receipt by SA Capital. Attached as Exhibit "E" to this affidavit is an email in which this issue is discussed.

22. Mander encouraged me on an ongoing basis to continue to generate third party investment in SA Capital, which could then be passed along to EMB or Mander through the back-to-back loan arrangements.

23. Mander also encouraged me to seek out other individuals who would be willing to start their own companies analogous to SA Capital, which companies would solicit investment capital that would flow through SA Capital and ultimately to EMB or Mander. One such company was established with the assistance of my accountant and legal counsel at the time, which professionals were also the accountant and counsel to EMB. Attached hereto as Exhibit "F" is email correspondence regarding the establishment of the new third party corporation for this purpose.

24. In late 2008, Mander proposed an additional investment scheme to SA Capital. Mander explained that he had contacts with a group in Arizona, which group provided liquidity for options trading on the Chicago Board Options Exchange. Mander advised that investment opportunities were available through this group and that funds would be held for a term of 60 days (which Mander subsequently requested I extend to 90 days) and would generate a 10% return over that term to the end investor (the "Options Investments").

25. In February of 2009, Mander suggested that SA Capital make short term loan contracts available to its clients in order to provide additional funds to be deployed into the Options Investments. Mander placed a short deadline on the availability of this alleged opportunity.

26. The form of contract used to document these short term loans was provided at a meeting with Mander and Heather Shantora, who I understand is associated with Trafalgar Capital Growth Corp. ("Trafalgar"). I understand that Trafalgar undertakes operations of the same nature as SA Capital also in association with Mander. The form of contract was simply a short-term loan agreement. A copy of a sample of this type of agreement is attached hereto as Exhibit "G". A copy of the email in which Heather Shantora discusses the provision of the short-term loan agreement to SA Capital is attached hereto as Exhibit "H".

27. SA Capital has contributed, through loans, an aggregate principal amount of \$12,176,000 to EMB. SA Capital has also contributed, through additional investments, an aggregate principal amount of \$5,304,000 to Mander. Substantial interest has accrued and is payable on these amounts. EMB, through Mander, consistently urged me to roll these amounts into new Loan Contracts upon maturity with the promise of higher rates of return.

EMB's Inability And Unwillingness To Repay

28. A key aspect of most of the Loan Contracts is the automatic renewal feature. This requires the lender to give extensive notice to the borrower in the event that the lender wishes to not have the Loan Contract renewed for an additional term. I now believe that this provision was strategically designed to discourage redemptions of cash from the Loan Contracts with the hope that in many cases lenders would miss the deadline to make a redemption demand.

29. Mander often stressed that an important aspect of the success of the trading strategy used by EMB was the minimization of redemptions by lenders. He would become particularly agitated and point out that I was disturbing his trading strategy whenever I would request that any of the Loan Contracts be redeemed. In one particular instance, in February of 2009, I indicated that I thought I should redeem some of the loans with EMB in order to repay the line of credit that I had taken out on my home to fund earlier investments with CO Capital and, subsequently, with EMB. Mander emphatically discouraged this and stated that I should continue to roll this portion of the SA Capital investment with EMB into a new Loan Contract.

30. Mander also explained to me that collapsing EMB's investments in order to pay out the Loan Contracts would make it appear to EMB's bank that EMB was laundering money, something that he wanted to avoid.

31. When I asked if there would be sufficient funds available to repay the short-term loan contracts made in connection with the Options Investments as they became due, Mander explained to me that most people will leave their money invested instead of removing it and that in past experience certain other associates of Mander, such as Heather Shantora, have been able to keep 90% of their clients' money invested upon maturity of the short-term loan contracts.

32. The degree of Mander's aversion to the repayment of any amounts owing by EMB is best evidenced by events that occurred in the summer of 2009. At that time, certain substantial amounts were coming due to SA Capital as a result of short-term loan contracts

created in connection with the Options Investments. Mander put increased pressure upon me to attract new investment. As that new investment was raised Mander directed me to apply a process that he called "netting out" whereby SA Capital would apply new investments to repay existing loans that were coming due with EMB. Emails and worksheets calculating the net effect of the "netting out transactions" were prepared by the mutual accountant of EMB and SA Capital, examples of which are attached hereto as Exhibit "T".

33. I didn't question Mander on his approach to the cash flows between EMB and SA Capital at that time. Given our disparity in financial experience, I assumed this to be simply a mechanical step. My only concern then was to instruct SA Capital's and EMB's accountant to make sure that proper calculations were performed to reflect that EMB would receive credit for inflows and outflows of funds.

34. At one point in the summer of 2009, I had raised an additional \$700,000 through SA Capital. Mander explained that he would rather not have multiple deposit and withdrawal transactions flowing through EMB's bank account because HSBC was expressing money laundering concerns from frequent inflows and outflows. Rather, Mander suggested that I deposit the funds directly into the SA Capital account and use those funds to repay SA Capital's clients, then provide any surplus to EMB for deposit. In no case did I use any of those funds to repay amounts owing to me personally by SA Capital.

35. In October of 2009, I informed Mander that one of SA Capital's clients had a yearly maturity coming up and would like to redeem their loan with SA Capital, thus requiring SA Capital to redeem its loan with EMB. Mander insisted that I set up a lunch meeting between himself, myself and the client in order that Mander could persuade the client not to engage its redemption right.

36. I now believe that Mander's aversion to redemptions was due to the fact that Mander never had an intention of repaying any of the loans that were becoming due and payable.

Breakdown In The Relationship With EMB

37. My relationship with Mander began to deteriorate in late 2009.

38. In November of 2009, I reminded Mander that \$2,000,000 had come due to me personally as of late August and that I was now requesting it be repaid (the "Amato Repayments"). I, along with my wife, met with Mander on two separate occasions on this matter, on November 5th and November 27th. On both occasions, Mander reassured us that this repayment would be made by the end of December of 2009.

39. Also in November, an employee of SA Capital contacted Mander to inform him of \$455,000 coming due in December on certain of the Loan Contracts (the "SA December Repayments"). Various follow up emails were sent in respect of these amounts. These emails are attached as Exhibit "J" to this Affidavit.

40. On December 6, 2009, I received an email from Mander in which he explained, among other things, that he had not received any communication from me in quite a while and that Mander was assuming the business arrangements between us would be terminated. I understood this to mean that Mander had elected to terminate our arrangements and that all existing loan arrangements should be unwound. A copy of this email is attached hereto as Exhibit "K".

41. On December 10, 2009, Mander sent an email to SA Capital confirming that he would provide cheques for the SA December Repayments on the following day, December 11th. A copy of this email is attached hereto as Exhibit "L". Mander did not provide the SA December Repayments on December 11th.

42. On December 15, 2009, Mander sent an email to me stating, among other things, that he had to take some time off work because he had a heart attack six weeks prior. This email was in response to my request for the various promised December repayments. As a result, I would not be able to obtain repayment of any amounts from EMB while Mander was away from work. A copy of this email is attached hereto as Exhibit "M".

43. The December 15, 2009 email was the first mention that Mander has made of his prior heart attack, and given the interactions that we had over the prior six weeks, I find it unusual and suspicious that he had not mentioned this before. I believe that this claim was asserted simply to further delay my repayment efforts.

44. My suspicions are further heightened based upon a subsequent phone conversation, on January 29, 2010, in which Mander explained that the above described heart attack occurred on December 11, 2010, the date on which Mander was supposed to deliver certain of the December repayments to SA Capital. This date is inconsistent with the timing specified in the December 15th email described above.

45. Also on December 15, 2009, I was advised in a telephone conversation with an unrelated third party, Thomas Obradovich, that he was owed a substantial sum of money from Mander, which had been due and payable since mid-November. Mr. Obradovich was also pursuing Mander. It is my understanding that Mr. Obradovich has entered into similar loan contracts to those entered into by SA Capital and EMB.

46. On December 15, 2009 an associate of Mander, Colleen Auriemma, arrived at my office with a hand written note that she said was dictated to her by Mander. The note stated that seeking a lawyer's assistance would not get my money back any faster but will strengthen Mander's resistance.

47. On December 16, 2009, I received an email from Mander stating that "it will all get worked out" and that I "need to be calm". A copy of this email is attached hereto as Exhibit "N".

48. By the end of December, neither the SA December Repayment or the Amato Repayment had been made.

49. In January of 2010, Mander told me that a total repayment of all obligations to SA Capital would be made by the end of March of 2010 at the latest or sooner depending upon the progress of the sale of real estate that Mander purports to own in Manhattan, which is said to be worth \$35 million. Mr. Obradovich confirmed that he heard the same story, but that he was promised total repayment of all of his obligations in February from the proceeds of the

real estate transaction. When I asked Mander why these stories were inconsistent, he explained that Mr. Obradovich would not be repaid in February either.

50. My final correspondence with Mander took place on February 4, 2010. We were attempting to schedule a meeting on February 5, 2010 to discuss the amounts owing to SA Capital and myself. I stated that I wished to have a friend who was knowledgeable in financial matters attend the meeting with me. Mander stated that he would not attend the meeting if I were to bring a friend with me. A copy of this email correspondence is attached hereto as Exhibit "O".

51. I have not heard from Mander in over a month, though SA Capital has had some contact with Colleen Auriemma, who has persistently attempted to get myself and SA Capital to agree to a reduction in the total amount of obligations owing by EMB or Mander to SA Capital.

52. Colleen Auriemma has also attempted to persuade SA Capital to rewrite the existing Loan Contracts. Copies of email correspondence in this respect is attached hereto as Exhibit "P". The purpose of these rewrites would seem to be to reduce the total amount of the obligations owing under the Loan Contracts and adjust the repayment schedule to be more favourable to EMB. Copies of the proposed re-written portions of the Loan Contracts are attached hereto as Exhibit "Q".

53. The documents delivered by Colleen Auriemma acknowledge a substantial debt owing to SA Capital. While these documents suggest that the amount due is in the range of \$18,000,000, that amount is understated. A copy of this acknowledgement is attached hereto as Exhibit "R".

54. I am informed by an employee of SA Capital, Elfie Manning, that Colleen has also requested that SA Capital shred the existing Loan Contracts.

Structure Of EMB's And Mander's Dealings With Third Parties

55. Over the course of my dealings with EMB and Mander, I have come across a number of unrelated third parties who have also invested substantial sums of money with Mander, or his corporations, such as EMB.

56. Mr. Obradovich, discussed above, is one such third party investor.

57. I understand that another third party investor is a corporation known as Trafalgar Capital Growth Corp. ("Trafalgar"). An employee of EMB, Maria Zurini, has informed me that she is aware of at least one third party, an employee of Trafalgar, who loaned money to Trafalgar for investment with Mander, which amount has not been repaid despite being due and payable.

58. Finally, Colleen Auriemma is also the principal of a corporation known to me as "Black Ink" which I believe is another third party investor. I understand from prior correspondence that the nature of the financial relationship between a Mander related entity and Black Ink is very similar to the relationship between SA Capital and EMB. A copy of that correspondence is attached hereto as Exhibit "S".

59. Simply put, it appears that Mander has established relationships with various third parties whereby either Mander himself, or the entities that he controls, are the "hub" of a "hub and spoke" arrangement with various third parties whose investment funds have been accepted, but to whom minimal repayments have likely been provided.

60. I am not certain how many other persons or entities may be affiliated with EMB or Mander, but there is reason to believe that a number of such persons or entities may exist. I am concerned that funds are regularly transferred in and out of these entities to avoid creditors.

61. By my estimation, and based upon information received from Mr. Obradovich, information received from my mutual legal counsel with EMB, and based upon the fact that there appear to be numerous other third party creditors of EMB that are similar in nature to

SA Capital, I believe that EMB owes third parties at least \$40 million. These parties include, in addition to SA Capital and myself:

- (a) Thomas Obradovich, who I believe is owed at least \$8 million;
- (b) Mr. Obradovich's company, which I believe is owed a similar amount to that owed to Mr. Obradovich personally;
- (c) CO Capital, which I believe is owed approximately \$8 million;
- (d) A corporation known to me as "Black Ink", which I understand is controlled by Colleen Auriemma, and which I believe is owed approximately \$1 million; and
- (e) A corporation known to me as Trafalgar Capital Growth Corp., which I understand is controlled by Heather Shantora, and which I believe is owed \$4 to \$5 million.

Amounts Owning From Mander And EMB

62. Currently, my records show that SA Capital has principal amounts of \$16,569,750 owing from Mander and EMB collectively. Substantial interest on these amounts is also accrued and owing based upon the terms of the Loan Contracts and the Options Investments.

63. Due to a series of roll-over and assignment transactions in which no actual cash changed hands, the amounts originally contributed to EMB or to Mander through the Loan Contracts and the Options Investments have since been reallocated such that the current Loan Contracts and the Options Investments indicate that a principal amount of approximately \$8,500,000 is owed to SA Capital by EMB and approximately \$8,000,000 is owed to SA Capital by Mander. Again, these amounts exclude the substantial amount of interest that has accrued and is also owing. A summary of all amounts owing is attached hereto as Exhibit "T".

64. Clients of SA Capital have also been adversely affected by the actions of Mander and EMB. In particular, approximately 40 clients of SA Capital stand to lose all or a portion of

their investments, which totalled \$10,462,416 as of February 28, 2010, if SA Capital is unable to recover any portion of its investments from EMB and Mander. A summary list of those clients and amounts owing is attached hereto as Exhibit "U".

65. Based upon the terms of the Loan Contracts and the Options Investments, an aggregate principal amount of approximately \$9 million plus interest is due and payable. A summary of such Loan Contracts and Options Investments is attached hereto as Exhibit "V". That said, I believe that all amounts accruing under all of the Loan Contracts and the Options Investments are currently due and payable. Based upon correspondence between myself and Mander in December of 2009, I believe that Mander has elected to terminate our arrangements and that all existing loan arrangements should be unwound. Further, EMB has, through its agents, waived any requirement for the delivery of redemption notices by SA Capital, which SA Capital had prepared and was ready to deliver in December of 2009. Correspondence and documents outlined above at Exhibits "P" and "R" further confirm that all amounts are due and payable.

Perceived Risks That EMB's And Mander's Assets Will Dissipate

66. In my view, it is clear that EMB is unwilling (or possibly unable) to meet all of its obligations to its creditors, including myself and SA Capital, and as a result has refused to pay amounts legitimately due and owing.

67. Mander has provided numerous conflicting stories about his health, his ability to generate enough funds to repay his debts and the timing of the payment of those debts all in an attempt to delay or thwart his creditors' repayment efforts.

68. Most recently, it appears that Mander has concurrently represented, through Colleen Auriemma, that all amounts will be paid out by March 31st while at the same time attempting to negotiate a forbearance and loan restructuring arrangement with SA Capital. These two approaches are irreconcilable.

69. I don't believe that EMB currently engages, or ever did engage, in the business of investing that was reasonably expected based upon my conversations with Mander at the

outset of our relationship. I have seen no evidence of the investments that were purchased with the funds provided by SA Capital.

70. I have severe concerns that, if unimpeded, EMB will dissipate or dispose of its assets in a manner that would render the possibility of future recovery impossible.

71. I have observed recently that a number of real estate assets that I believe belong to Mander have been put up for sale. This leads me to conclude that he may be seeking to leave this jurisdiction in order to avoid his and EMB's creditors. Internet advertisements showing certain of these properties for sale are attached hereto as Exhibit "W".

72. I have been informed by various EMB employees and contractors that Mander has applied for and obtained a passport, which he did not previously have, only one month ago.

73. My concern over EMB and Mander is further heightened by my understanding that Mander was, in the summer of 2009, under investigation by the OSC in connection with his investment dealings both personally and through EMB. This information was provided by Peter Welsh, our mutual legal counsel, and has previously been mentioned by Mander.

74. All of the above leads me to believe that there is some urgency to imposing a degree of protection and transparency for existing creditors of EMB, such as SA Capital and the large number of individual creditors that SA Capital represents. I also note that SA Capital's current circumstances appear not to be unique based upon my interactions with other unrelated third parties. In this regard, in addition to initiating this Application, I have contacted the RCMP and the OSC with respect to the above facts and advised them of my intention to bring this Application.

75. Attached hereto as Exhibits "X" through "CC" are the parcel registers for each real property that I am aware of being owned by Mander, EMB or an associate thereof. In this regard, I understand that Stonebury Inc. is an alter-ego company for Mander.

76. Attached hereto as Exhibit "DD" is a schedule of information relating to all bank accounts that I am aware of belonging to either Mander, EMB or an associated entity.

Conclusions

77. Over the course of my dealings and SA Capital's dealings with EMB, I have either personally, or through SA Capital and its clients, directed over \$17 million in principal amounts to EMB and Mander, over \$12 million of which was provided initially to EMB.

78. Based upon conversations with others, it appears several third parties have had investment dealings with EMB, Mander or apparent affiliates or associates thereof. I suspect that there are a great number of other investors who have not yet come to my attention.

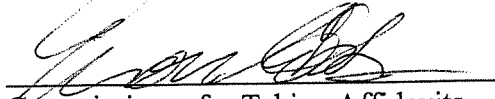
79. I don't believe that EMB currently has an intention to repay the investments of myself, SA Capital or others in full. Further, based upon information that I have obtained over the course of the past two years, I don't believe that EMB ever had any intention of repaying these amounts unless sufficient further investments could be generated from third party sources to repay these amounts.

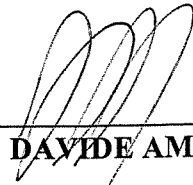
80. I further believe that Mander's and EMB's actions were quite contrary to the reasonable expectations of myself, SA Capital and other investors.

81. In absence of a court ordered process of preservation and investigation of EMB's dealings, I have no comfort that I, SA Capital or any third party will receive a return of any invested capital from EMB or its affiliates or associates. Further, without a court ordered process, there is no means to monitor the repayment of such amounts or EMB's abilities to repay such amounts as there is, and never has been, any transparency in the dealings and the financial status of EMB.

82. Through this process, I hope that the return of invested capital to myself, to SA Capital and to third parties can be achieved and that the actions of Mander, EMB and their affiliates and associates can be prevented from continuing.

SWORN BEFORE ME at the City of
Toronto, on March 15, 2010.


Commissioner for Taking Affidavits


DAVIDE AMATO

A

Request ID: 012025054
Transaction ID: 40788185
Category ID: UN/E

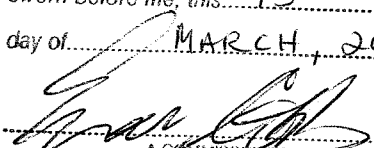
Province of Ontario
Ministry of Government Services

Date Report Produced: 2010/03/11
Time Report Produced: 17:35:13
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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2163415	E.M.B. ASSET GROUP INC.	2008/02/13
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
223 CHURCH ST	NOT APPLICABLE	NOT APPLICABLE
OAKVILLE ONTARIO CANADA L6J 1N4	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
223 CHURCH ST		NOT APPLICABLE
OAKVILLE ONTARIO CANADA L6J 1N4	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Number of Directors Minimum Maximum	Date Commenced in Ontario
NOT AVAILABLE	00001 00010	Date Ceased in Ontario
		NOT APPLICABLE

This is Exhibit "A" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER IN TAKING AFFIDAVITS

Request ID: 012025054
Transaction ID: 40788185
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2010/03/11
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CORPORATION PROFILE REPORT

Ontario Corp Number

2163415

Corporation Name

E.M.B. ASSET GROUP INC.

Corporate Name History

E.M.B. ASSET GROUP INC.

Effective Date

2008/02/13

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

ROBERT
JOHN
MANDER

Address

2511 BOROS RD

Suite # 39
BURLINGTON
ONTARIO
CANADA L7M 5B2

Date Began

2008/02/13

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 012025054
Transaction ID: 40788185
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2163415

E.M.B. ASSET GROUP INC.

Administrator:
Name (Individual / Corporation)

Address

ROBERT
J
MANDER

2511 BOROS ROAD

Suite # 39
BURLINGTON
ONTARIO
CANADA L7M 5B2

Date Began

First Director

2008/02/13

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

ROBERT
J
MANDER

2511 BOROS ROAD

Suite # 39
BURLINGTON
ONTARIO
CANADA L7M 5B2

Date Began

First Director

2008/02/13

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Request ID: 012025054
Transaction ID: 40788185
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2010/03/11
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2163415

E.M.B. ASSET GROUP INC.

Administrator:
Name (Individual / Corporation)

Address

ROBERT
J
MANDER

2511 BOROS ROAD

Suite # 39
BURLINGTON
ONTARIO
CANADA L7M 5B2

Date Began

First Director

2008/02/13

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Request ID: 012025054
Transaction ID: 40788185
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

2163415

Corporation Name

E.M.B. ASSET GROUP INC.

Last Document Recorded

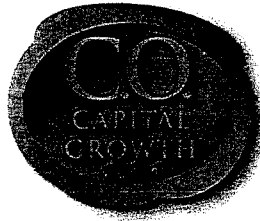
Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2008	1C	2009/03/16

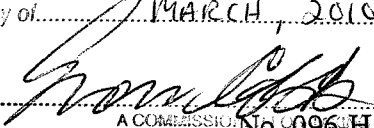
THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

B



This is Exhibit "B" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER OF THE COURT OF QUEEN'S BENCH
No. 096-H

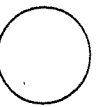
30

LOAN AGREEMENT

This Agreement made in duplicate the March 28, 2008, between S.A. Capital Growth Corporation (the "Lender") and C.O. Capital Growth Corp. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. The Lender agrees to lend to the Borrower and the Borrower agrees to borrow from the Lender the sum of Sixty Thousand Dollars (\$60,000.00) of the lawful money of Canada (the "Principal Sum") for a period of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by the Borrower in accordance with the terms of this Agreement (the "Advance Date"). The Maturity Date for purposes of this Agreement shall be the first anniversary of the Advance Date, subject to any Renewal.
2. The Borrower agrees to pay the Lender interest on the Principal Sum at the simple rate of twenty-five (25%) per annum commencing on the Advance Date.
3. The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the terms of this Agreement.
4. Where the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, at its sole and unfettered discretion, may without prior notice deem that the Lender has agreed to lend the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose and both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*, in the event of a Renewal, save that the Lender shall not be required to provide the certificate referred to in Paragraph 10 hereof.
5. Where the Lender provides written notice in the form of Schedule "B" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the portion of the Principal Sum and accrued interest thereon as noted on Schedule "B" (referred to as the "Partial Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue on the Partial Amount after the Maturity Date in such circumstance. Should the Lender fail to comply with the requirements as set out in Schedule "B", the Borrower may, without notice, at its sole and unfettered discretion determine that the Total Amount to the Lender on the Maturity Date is payable and interest will



initials

not accrue after the Maturity Date in such circumstance, or may without prior notice deem that the Lender has agreed to lend the Total Amount to the Borrower for an additional one year term (the "Renewal"), and such Total Amount shall be deemed to be the Principal Sum for such purpose and both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*, in the event of a Renewal, save that the Lender shall not be required to provide the certificate referred to in Paragraph 10 hereof.

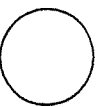
6. Where the Lender provides written notice in the form of Schedule "C" hereto to the Borrower of his or her desire to lend the Principal Sum and accrued interest (the Total Amount) plus an additional amount (the "Additional Amount") as noted on Schedule "C" and complies with the requirements set out in such schedule, the Total Amount shall not be paid to the Lender on the Maturity Date, but shall be treated as an advance of a portion of the amount to be lent to the Borrower on the Maturity Date. Should the Lender fail to comply with the requirements as set out in Schedule "C", the Borrower shall have the right at its sole and unfettered discretion to pay the Total Amount to the Lender on the Maturity Date and interest will not accrue after the Maturity Date in such circumstance, or may without prior notice deem that the Lender has agreed to lend the Total Amount to the Borrower for an additional one year term (the "Renewal"), and such Total Amount shall be deemed to be the Principal Sum for such purpose and both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*, in the event of a Renewal, save that the Lender shall not be required to provide the certificate referred to in Paragraph 10.

7. The Borrower shall send written notice to the Lender of a Renewal in the form of Schedule "D" hereto. In the event of a Renewal, the Maturity Date for purposes of this Agreement shall be the new Maturity Date as stated on such written notice. The Lender may obtain a Promissory Note reflecting a Renewal from the Borrower, provided that the Lender surrenders any Promissory Note(s) previously provided by the Borrower. For greater certainty there shall be no limit as to the number of Renewals under this Agreement.

8. The Borrower may prepay any portion or all of the Principal Sum outstanding together with interest accrued thereon at anytime without notice and without penalty of any kind.

9. The advance of the Principal Sum shall be evidenced by a promissory note in the form of Schedule "E" hereto.

10. Prior to any advance, the Borrower shall provide the Lender with a duly executed certificate in the form of Schedule "F" hereto attesting to the fact that the Lender is an Accredited Investor as defined therein, unless the Principal Sum is equal to or exceeds \$150,000.00. If the Principal Sum is equal to or exceeds \$150,000.00, the Lender certifies that he, she or it is lending the Principal Sum as principal and that the Lender has not been created or is used solely to lend funds to the Borrower or otherwise acquire or purchase securities sold or distributed in reliance on the exemptions from registration and prospectus requirements available under Section 2.10 of National Instrument 45-106.



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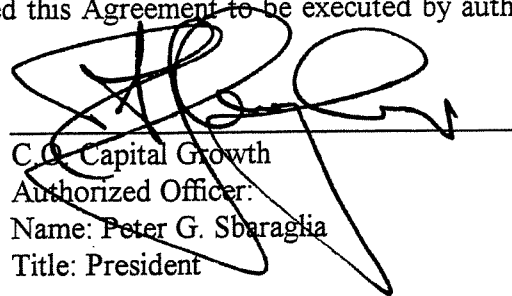


11. All advances and payments by parties hereunder shall be made by certified cheque or bank draft drawn on a Canadian chartered bank
12. All notices to be given under this Agreement shall, save as otherwise specifically provided, be in writing to the party to who it is intended at the addresses noted below or such other address that the party may provide notice of in writing and shall not be deemed received until actually received except if sent by regular mail provided that there is no threat of disruption or actual disruption of mail service, in which case it shall be deemed received on the fifth day after being mailed.
13. Time is of the essence in all respects.
14. This Agreement constitutes the entire agreement between the Parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal in respect of it. No amendment, supplement or waiver of any provision of this Agreement shall in any event be effective unless it shall be in writing and signed by the Parties. The Lender may not assign, pledge or otherwise transfer this Agreement or the Promissory Note without the written consent of the Borrower.
15. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the province of Ontario and the laws of Canada applicable in the province, excluding the choice of law rules of that province.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by authorized persons.

By: _____
S.A. Capital Growth Corporation

By: _____


C.G. Capital Growth
Authorized Officer:
Name: Peter G. Sbaraglia
Title: President

Address:

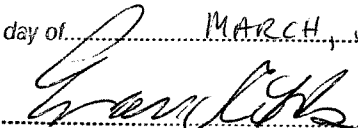
Address:
239 Church Street, Suite 100E
Oakville, ON L6J 1N4
(905) 339-0650



C



This is Exhibit "C" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010


No. SA-29
A COMMISSIONER FIT FOR TAKING AFFIDAVITS

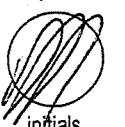
33

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of May 25, 2009, between S.A. Capital Growth Corp. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Hundred And Sixty Seven Thousand Five Hundred Dollars (\$167,500.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided.
2. **Promissory Note:** The advance of the Principal Sum shall be evidenced by a promissory note, (the "Promissory Note") in the form of Schedule "E" hereto.
3. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Fifteen Percent (15%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 15% interest of the Loan Amount shall be divided equally between Lender and Borrower.
4. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
5. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion, may without prior notice deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*, save that the Lender shall not be required to provide the certificate referred to in Paragraph 10 hereof.

RM

initials

6. **Partial Repayment:** In the event the Lender provides written notice in the form of Schedule "B" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the portion of the Principal Sum and accrued interest thereon as noted on Schedule "B" (referred to as the "Partial Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue on the Partial Amount after the Maturity Date in such circumstance. Should the Lender fail to comply with the requirements as set out in Schedule "B", the Borrower may, without notice, in its sole and unfettered discretion either (i) determine that the Total Amount is due and payable to the Lender on the Maturity Date and interest will not accrue after the Maturity Date upon either the original Principal Sum or such Total Amount in such circumstance, or (ii) may without prior notice deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and such Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*, save that the Lender shall not be required to provide the certificate referred to in Paragraph 10 hereof.

7. **Additional Loan:** In the event the Lender provides written notice in the form of Schedule "C" hereto to the Borrower of his or her desire to loan the Total Amount (as defined in Paragraph 5) plus an additional amount (the "Additional Amount") as noted on Schedule "C" and complies with the requirements set out in such schedule, the Total Amount shall not be paid to the Lender on the Maturity Date, but shall be treated as an advance of a portion of the amount to be loaned to the Borrower on the Maturity Date. Should the Lender fail to comply with the requirements as set out in Schedule "C", the Borrower shall have the right in its sole and unfettered discretion either (i) to pay the Total Amount to the Lender on the Maturity Date and interest will not accrue after the Maturity Date upon either the original Principal Sum or the Total Amount in such circumstance, or (ii) may without prior notice deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and such Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*, save that the Lender shall not be required to provide the certificate referred to in Paragraph 10 hereof.

8. **Renewal Notice:** The Borrower shall send written notice to the Lender of any Renewal in the form of Schedule "D" hereto. In the event of a Renewal, the Maturity Date for such Renewal and for the purposes of this Agreement shall be the new Maturity Date as stated on such written notice. The Lender may obtain a Promissory Note reflecting a Renewal from the Borrower, provided that the Lender surrenders any Promissory Note(s) previously provided by the Borrower. For greater certainty, there shall be no limit as to the number of Renewals under this Agreement.

9. **Prepayment:** The Borrower may prepay all or any portion of the Principal Sum outstanding together with interest accrued thereon at anytime without notice, penalty or bonus of any kind.

10. **Accredited Investor:** Prior to any advance, the Lender shall provide to the Borrower a duly executed certificate in the form of Schedule "F" hereto attesting to the fact that the Lender is an Accredited Investor as defined therein, unless the Principal Sum is equal to or exceeds \$150,000.00. If the Principal Sum is equal to or exceeds \$150,000.00, the Lender certifies that he, she or it is lending the Principal Sum as principal and that the Lender has not been created or is used solely to

initials

loan funds to the Borrower or otherwise acquire or purchase securities sold or distributed in reliance on the exemptions from registration and prospectus requirements available under Section 2.10 of National Instrument 45-106.

11. **Bank Drafts/Certified Cheques:** All advances and payments by Parties hereunder shall be made by certified cheque or bank draft drawn on a Canadian chartered bank

12. **Notices:** All communications between the Parties shall be in writing, personally delivered or sent by registered mail, charges prepaid, or by facsimile or other means of electronic communication, charges prepaid, to the address set forth below in this Agreement or to such other address as a Party hereto may from time to time designate to the other in such manner, provided that no communication shall be sent by mail pending any threatened or actual postal strike or other disruption of postal service in Canada. Any communication so personally delivered shall be deemed to have been validly and effectively given and received on the date of such delivery. Communications so sent by any means of electronic transmission mentioned above shall be deemed to have been validly and effectively given and received on the business day next following the day on which it is sent. Communications so sent by mail shall be deemed to have been validly and effectively given and received on the fifth business day next following the day on which it is sent.

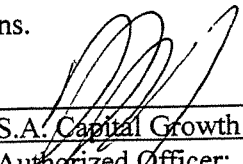
13. **Time:** Time shall be of the essence in all respects.

14. **Entire Agreement:** This Loan Agreement constitutes the entire agreement between the Parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or oral in respect to the relationship of the Parties. No amendment, supplement or waiver of any provision of this Agreement shall in any event be effective unless it shall be in writing and signed by the Parties. The Lender may not assign, pledge or otherwise transfer this Agreement or the Promissory Note without the written consent of the Borrower.

15. **Jurisdiction:** This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario to which jurisdiction the Parties attorn and the laws of Canada applicable therein, excluding the choice of law rules of that Province.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by authorized persons.


By:



S.A. Capital Growth Corp.
Authorized Officer:
Name: David Amato
Title: President

Address:
1267 Cornwall Rd.
Oakville, ON
L6J 7T5

By:



EMB Asset Group Inc.
Authorized Officer:
Name: Robert Mander
Title: President

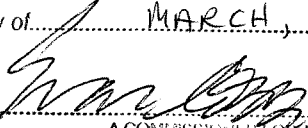
Address:
225 Church Street
Oakville, ON L6J 1N4

D

David Amato

From: rmander1@cogeco.ca
Sent: June-01-09 3:30 PM
To: David Amato
Subject: Dave

Stocks were in- AGEN,KERX,MDCO,UUU,SQNM,AIB,TELK,DPTR.

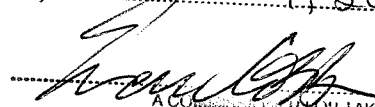
This is Exhibit....."D".....referred to in the
affidavit of.....DAVIDE AMATO.....
sworn before me, this.....15th.....
day of.....MARCH, 2010.....

A COMMISSIONER FIT TO TAKE AFFIDAVITS

E

David Amato

From: Robert J. Mander [rmander1@cogeco.ca]
Sent: June-09-08 3:53 PM
To: amato@sympatico.ca
Subject: Re: Meeting

This is Exhibit....."E".....referred to in the
affidavit of.....DAVIDE AMATO.....
sworn before me, this.....15th.....
day of.....MARCH, 2010.....


A COMMISSIONER IN CHIEF FOR TAKING AFFIDAVITS

Dave

Good for you! How about we meet Wed June 18th at your place?
We can discuss any other questions you may have then too.
If you would like to set up a dinner /mtg? with Ron we can also do that sometime after. I, ll
leave that to your judgment.

Take Care
Robert

amato@sympatico.ca wrote:

- > Robert,
- >
- > I have a small cheque for \$100,000 in my possession from a client dated June 6th(last Friday).
- >
- > Next Monday night (June 16th) I'm picking up a cheque for \$1,000,000.
- >
- > I know you had stated not to hold cheques for longer than 1 week.
- >
- > Would you prefer to wait until next Wednesday at which time you and I can combine the transaction or would you prefer I forward the smaller cheque this week and the larger cheque next week?
- >
- > Either way is fine. Just let me know when you are available for the EMB/SA transaction.
- >
- > Hope you had a great weekend.
- >
- > See you soon,
- >
- > David
- >
- >
- > Sent from my BlackBerry device on the Rogers Wireless Network
- >
- >
- >

F

David Amato

From: Peter R. Welsh [peter@welshlaw.ca]
Sent: April-24-08 2:19 PM
To: David Amato
Subject: RE: Referral

Well thank you very much...I assume doing something with the company....does she know what incorporation's all about...if not, glad to run through the start-up process with her anytime...

I sent along a Memo about Pero...see it?

Need a little info on Tom and a couple other things...maybe it would be worthwhile for me to stop by with Robert too..

On your own company, I think we should consider a very slight revision to the way the name's registered to get around that sill confusion at the Government....I want to check again with them and see the easiest way to be sure any inquiries actually result in a response as it should be the first time .. Back to you..

Ciao

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

From: damato@sacapitalgrowth.com [mailto:damato@sacapitalgrowth.com]
Sent: Wednesday, April 23, 2008 2:19 PM
To: Peter R. Welsh
Subject: Referral

Peter,

Thanks for your help it is much appreciated.

I will be referring a client who is going to become a corporate lender to SA Capital Growth.

She will have to set up a company which will mimic mine and be synergistic with SA.

As for accounting advice she will most likely be working with Peter Tonin.

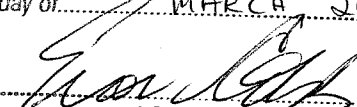
Her name is Diana Cavatassi.

Let me know if there is any other information you need before I refer her to you.

Regards,

David Amato

Sent from my BlackBerry device on the Rogers Wireless Network

This is Exhibit 1 referred to in the
 affidavit of DAVIDE AMATO
 sworn before me, this 15th
 day of 7 MARCH 2010

 A COMMISSIONER FIT TO TAKE AFFIDAVITS

G



39

This is Exhibit "G" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

Short Term Loan Agreement

[Signature]
A COMMISSIONER IN CHARGE OF TAKING AFFIDAVITS

233-C-1

This Agreement made in duplicate the 29th day of October, 2009 between Dr. Delle Donne Dentistry Professional Corp. (the "Lender") and S.A. Capital Growth Corp. (the "Borrower").

1. Loan

The Lender hereby lends Two Hundred And Fifty Thousand (\$250,000.00) Canadian Dollars (the "Loan Amount") to the Borrower for a period of 42 days to December 10, 2009 which shall be known as the "Loan End Date".

2. Interest on Loan

Borrower agrees to pay Lender 10% simple interest on the Loan Amount for the 42 day period specified.

3. Loan Agreement Termination and Renewal

- a. Lender may not terminate the Short Term Loan Agreement before Loan End Date unless agreed to in writing by Borrower.
- b. Notwithstanding any other provision herein, Borrower may terminate Short Term Loan Agreement at any time, up to and including Loan End Date, without penalty by written notice to Lender. In the event, Borrower shall repay Loan Amount plus any pro-rated interest, calculated as provided in section 2 hereof to Lender within 15 business days of Lender's receipt of notice.
- c. Borrower agrees to pay Lender within 15 business days of Loan End Date.

4. Giving of Notice

Any notice that must be given under this Short Term Loan Agreement will be given in writing, by mail or email. Any notice mailed is deemed to be received on the 5th business day from the date of mailing.

5. Principal and Interest

Principal and interest guaranteed upon maturity pursuant to section 2.

By:

[Signature]
Dr. Delle Donne Dentistry Professional Corp.

By:

[Signature]
S.A. Capital Growth Corp.
Authorized Officer:
Name: David Amato
Title: President

Address:

Address:
1267 Cornwall Road, Suite 300
Oakville, ON L6J 7T5

Short Term Loan Agreement

SA-28

This Agreement made in duplicate the 25th day of May, 2009 between S.A. Capital Growth Corp. (the "Lender") and Robert J. Mander (the "Borrower").

1. Loan

The Lender hereby lends Five Hundred And Thirty Two Thousand (\$532,000.00) Canadian Dollars (the "Loan Amount") to the Borrower for a period of 90 days to August 25, 2009 which shall be known as the "Loan End Date".

2. Interest on Loan

Borrower agrees to pay Lender 10% simple interest on the Loan Amount for the 90 day period specified.

3. Loan Agreement Termination and Renewal

- a. Lender may not terminate the Short Term Loan Agreement before Loan End Date unless agreed to in writing by Borrower.
- b. Notwithstanding any other provision herein, Borrower may terminate Short Term Loan Agreement at any time, up to and including Loan End Date, without penalty by written notice to Lender. In the event, Borrower shall repay Loan Amount plus any pro-rated interest, calculated as provided in section 2 hereof to Lender within 15 business days of Lender's receipt of notice.
- c. Borrower agrees to pay Lender within 15 business days of Loan End Date.

4. Giving of Notice

Any notice that must be given under this Short Term Loan Agreement will be given in writing, by mail or email. Any notice mailed is deemed to be received on the 5th business day from the date of mailing.

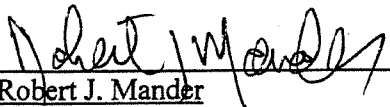
5. Principal and Interest

Principal and interest guaranteed upon maturity pursuant to section 2.

By:


S.A. Capital Growth Corp.
 President: David Amato

By:


Robert J. Mander
 Authorized Officer:
 Name:
 Title:

Address:
 1267 Cornwall Road, Suite 300
 Oakville, ON L6J 7T5

Address:
 225 Church St.
 Oakville, ON L6J 1N4

H

David Amato

From: Heather Shantora [shantora@trafalgarcapitalgrowth.com]
Sent: February-26-09 1:33 PM
To: Dave Amato; David Amato
Cc: Robert Mander
Subject: Option Agreement Template
Attachments: Option Agreement Template.doc

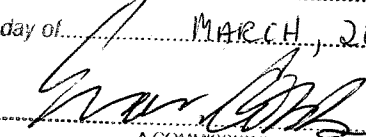
Hi Dave,

Nice seeing you today, thanks for the tour. You guys have a really great office, with that space SA is bound to grow exponentially. Attached is the Stock Option agreement we spoke about. Feel free to get in touch, with macro-econ questions or anything else.

All best wishes,
Heather

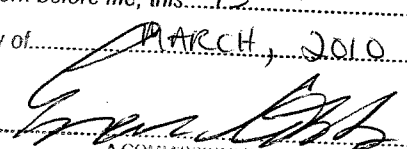
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Heather Shantora MA, Director
Trafalgar Capital Growth Inc.

Direct Line: (905) 844-3131
Toll Free: (888) 874-7822
E-mail: Shantora@TrafalgarCapitalGrowth.com
Address: 223 Church St. Oakville, Ontario L6J 1N4

This is Exhibit....."H".....referred to in the
affidavit of.....DAVIDE AMATO.....
sworn before me, this.....15th.....
day of.....MARCH, 2010.....

A COMMISSIONER IN TAKING AFFIDAVITS

42

David Amato

This is Exhibit "I" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

From: Andrew Renner [arenner@tonin.ca]
Sent: June-29-09 5:44 PM
To: David Amato
Subject: RE: Change

Davide,

I figured this out conceptually now. I have attached an updated spreadsheet that agrees with my thinking (password to follow).

To here goes the explanation: (A-->B means that A owes B money)

EMB --> SA for interest payout	\$ 75,000
EMB --> SA --> RJM for retained earnings invest	294,000
EMB --> RJM for reinvested funds	1,185,000
RJM --> SA for interest payout	225,000
SA --> RJM for new contracts	300,000

EMB --> SA \$75,000 and
SA --> RJM \$75,000 therefore EMB --> RJM 75,000

EMB --> RJM the following	
For net of new money less interest	75,000
For SA capital retained earnings	294,000
For re-invested funds to go to RJM	1,185,000
TOTAL	
1,554,000	

SA --> RJM for advance to pay interest 50,000

So in the end, EMB writes a cheque to RJM for \$1,554,000 and SA Capital writes a cheque to RJM for \$50,000.

I hope this helps you.

Best Wishes
Andrew Renner, B.A.
Email: arenner@tonin.ca Website: www.tonin.ca

TONIN & CO. LLP
350 Speedvale Avenue West, Unit # 5, Guelph, Ontario N1H 7M7 Phone (519) 822-5307 Fax (519) 822-3153

Notice: This communication is intended for the sole use of the party to whom it is addressed and may contain information that is privileged and/or confidential. Any other distribution, copying or disclosure is strictly prohibited. If you have received this e-mail in error, please notify us immediately by telephone and delete the message without retaining any hard or electronic copies of same.

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

From: David Amato [mailto:damato@sacapitalgrowth.com]
Sent: June 29, 2009 2:00 PM
To: Andrew Renner
Subject: Change

FUNDS TO BE PAID OUT TO CLIENTS			
RJM		225,000.00	
EMB		75,000.00	
		<u>300,000.00</u>	
FUNDS RECEIVED TO BE INVESTED			
RJM		-	
EMB		300,000.00	
		<u>300,000.00</u>	
FUNDS TO BE REINVESTED			
RJM		2,500,000.00	
EMB		1,185,000.00	
		<u>3,685,000.00</u>	
FUNDS MATURING			
RJM		2,725,000.00	
EMB		1,554,000.00	
		<u>4,279,000.00</u>	
TOTAL PRINCIPLE TO BE INVESTED			
RJM		2,500,000.00	
EMB		1,779,000.00	
		<u>4,279,000.00</u>	
FUNDS HELD (FUNDS MATURING LESS FUNDS REINVESTED, FUNDS AVAILABLE TO BE PAID OUT			
RJM		2,725,000.00	2,500,000.00
EMB		1,554,000.00	225,000.00
		<u>4,279,000.00</u>	<u>(225,000.00)</u>
FUNDS REMAINING AFTER PAY OUT CLIENTS (FUNDS RECEIVED LESS FUNDS TO BE PAID,			
RJM		-	225,000.00
EMB		300,000.00	75,000.00
		<u>300,000.00</u>	<u>300,000.00</u>
NET PAYMENT (TOTAL TO BE INVESTED LESS AMOUNT TO REINVEST,			
RJM		2,500,000.00	2,500,000.00
EMB		1,779,000.00	1,779,000.00
		<u>4,279,000.00</u>	<u>4,279,000.00</u>
NET FUNDS TO BE PAID (TOTAL TO INVEST LESS FUNDS HELD BY RJM / EMB)			
RJM		(225,000.00)	
EMB		225,000.00	
		<u>50,000</u>	
RJM	PAID		
RESULT - TWO OPTIONS			
1 RJM PAYS EMB	\$ 175,000		
SA CAPITAL PAYS EMB	\$ 50,000		
		Net Result is that RJM has to pay EMB	
		the funds as RJM is holding the funds	
		that needs to be with EMB, however RJM has	
		already paid \$50,000 to SA Capital. Therefore	
		SA Capital has to pay \$50,000 to EMB while	
		the rest of the funds are paid to EMB from RJM.	

J

Elfie Manning

From: Elfie Manning
Sent: Monday, November 16, 2009 10:43 AM
To: 'rmander1@cogeco.ca'
Subject: December Notes

Good Morning Robert,

Reminder of upcoming Notes due for December

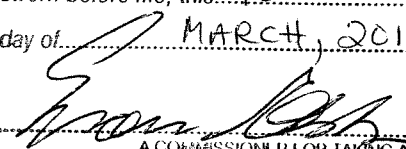
RJM

Dec 8, 2009	SA-35	\$60,500
Dec 18, 2009	SA-42	\$25,000
Dec 22, 2009	SA-41	<u>\$10,000</u>
		\$95,500

EMB

Dec 14, 2009	SA-5	\$208,500
Dec 18, 2009	SA-42	<u>\$ 78,220</u>
		\$286,720

Thank you.
Elfie

This is Exhibit "5" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

Elfie Manning

From: Elfie Manning
Sent: Monday, November 23, 2009 11:01 AM
To: 'rmander1@cogeco.ca'
Subject: A friendly reminder

Good Morning Robert,

Reminder of upcoming Notes due for December

RJM

Dec 8, 2009	SA-35	\$60,500
Dec 18, 2009	SA-42	\$25,000
Dec 22, 2009	SA-41	<u>\$10,000</u>
		\$95,500

EMB

Dec 14, 2009	SA-5	\$208,500
Dec 18, 2009	SA-42	<u>\$ 78,220</u>
		\$286,720

Also

EMB

Dec 12, 2009	SA-6	\$455,000
--------------	------	-----------

Thank you.

Elfie

Elfie Manning

From: Elfie Manning
Sent: Monday, November 30, 2009 4:13 PM
To: 'rmander1@cogeco.ca'
Cc: David Amato
Subject: FW: A friendly reminder

Good Day Robert,

Reminder of upcoming Notes due for December

RJM

Dec 8, 2009	SA-35	\$60,500
Dec 18, 2009	SA-42	\$25,000
Dec 22, 2009	SA-41	<u>\$10,000</u>
		\$95,500

EMB

Dec 14, 2009	SA-5	\$208,500	**Client is requesting funds early due to house closing**
			Can we move this one to the 10th
Dec 18, 2009	SA-42	<u>\$ 78,220</u>	
		\$286,720	

Also

EMB

Dec 12, 2009	SA-6	\$455,000
--------------	------	-----------

Thank you.
Elfie

47

Elfie Manning

From: Elfie Manning
Sent: Monday, December 07, 2009 2:31 PM
To: 'Rmander'
Cc: David Amato
Subject: Contract Notices

Reminder of Notes due for December

RJM

Dec 8, 2009	SA-35	\$60,500
Dec 18, 2009	SA-42	\$25,000
Dec 22, 2009	SA-41	<u>\$10,000</u>
		\$95,500

EMB

Dec 14, 2009	SA-5	\$208,500	**Client is requesting funds early due to house closing**
			Can we move this one to the 10th
Dec 18, 2009	SA-25 & SA-7	<u>\$ 78,220</u>	
		\$286,720	

Also

EMB

Dec 11, 2009	SA-6	\$455,000
		Partial Interest Only

Robert,

Regarding SA-35 due tomorrow, will you be dropping by the office, or shall I make arrangements to pick up a cheque at your office. Also did you want this information cc... to your Assistant.

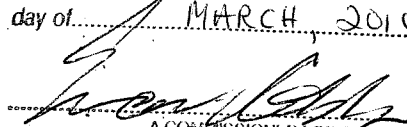
Thank you.

Elfie

K

Elfie Manning

From: Elfie Manning
Sent: Wednesday, December 09, 2009 4:19 PM
To: 'Rmander'
Cc: David Amato
Subject: confirmation

This is Exhibit "K" referred to in the
 affidavit of DAVIDE AMATO
 sworn before me this 15th
 day of MARCH, 2010

 A COMMISSIONER FOR TAKING AFFIDAVITS

Good Afternoon Robert,
 I haven't seen you in a while, so it seems, how are you?

I'm writing to confirm a meeting with Davide & Clayton on Friday at 2pm.

I also have some paperwork dated for December 11/09 that needs your signature.

And I was also wondering about contract SA-5, that's for the 208,500. The client has a house closing.
 (And calling us daily) We requested an early release on the 10th if that was possible. Could you let me know if that is
 going to happen, so I can inform the client on her next phone call. I would really appreciate it.

Thanks Robert
 Elfie

David Amato

From: David Amato
Sent: December-06-09 8:53 PM
To: claytons@crystalwealth.com
Subject: Fw: David

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

From: Robert John Mander
To: David Amato
Cc: Nancy Amato
Subject: David
Sent: Dec 6, 2009 7:39 PM

I haven't received any communication from you in quite awhile concerning the projects we are supposed to be jointly involved in as partners such as the Fund, the Debentures or the Warrants, and the numerous Pins and phone calls I've sent to you over the last 6 weeks are not being answered. I'm now assuming you've terminated the partnership and will return to Elfie the security Fob. She already has the keys.
I wish you well in your endeavours.

L

Elfie Manning

From: Elfie Manning
Sent: Thursday, December 10, 2009 4:51 PM
To: 'Rmander'
Subject: RE: Elfie

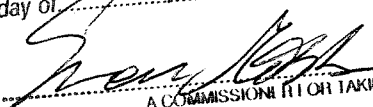
Thank you Robert,
Have a good evening and I'll see you tomorrow

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

From: Rmander [mailto:rmander1@cogeco.ca]
Sent: Thursday, December 10, 2009 4:47 PM
To: Elfie Manning
Subject: Elfie

I had a look at the Paperwork.
I'll drop by SA at 1230 with the checks.

Cheers Robert

This is Exhibit "L" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

M

David Amato

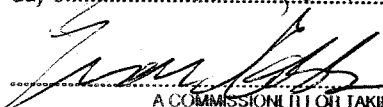
From: rjmander3@netscape.net
Sent: December-15-09 10:38 AM
To: David Amato
Cc: Nancy Amato
Subject: Health

David:

I have been ordered by my Doctor to take a minimum of 1 week off work. I had a heart attack 6 weeks ago and was told at that time to take time off and I did not. Now I've been given an ultimatum.

Please stop calling and threatening Maria.

RJM

This is Exhibit "M" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

N

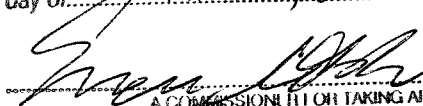
David Amato

From: rjmander3@netscape.net
 Sent: December-16-09 3:12 PM
 To: David Amato
 Subject: Dave

Dave

It will all get worked out.
 You need to be calm.

RJM

This is Exhibit "N" referred to in the
 affidavit of DAVIDE AMATO
 sworn before me, this 15th
 day of MARCH, 2010

 A COMMISSIONER FOR TAKING AFFIDAVITS

O

David Amato

From: rjmander3@netscape.net
Sent: February-04-10 3:42 PM
To: David Amato
Subject: Re: Coffee

Dave

I,m not comfortable with dealing with a stranger who I know nothing of. You asked me last Thursday if I would meet with you and Nancy,your suggestion and now there is no Nancy and your bringing a complete stranger. The point of the meeting was to be you and I putting our heads together.This bears no resemblance to what you suggested.

RJM

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

From: David Amato <damato@sacapitalgrowth.com>
To: rjmander3@netscape.net <rjmander3@netscape.net>
Sent: Thu, Feb 4, 2010 1:27 pm
Subject: Coffee

Robert,

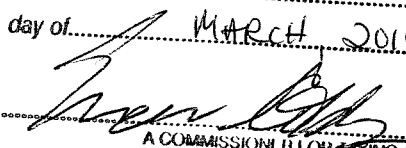
I don't want to get into my personal issues with Nancy right now but it's best that I come alone.

10:30 at Green Bean is ok.

I will be with a friend(like Colleen to you) who is helping me deal with my clients as well as my own financial issues.

We can only stay for about 45 minutes.

David

This is Exhibit..... "0"referred to in the
 affidavit of..... DAVIDE AMATO.....
 sworn before me, this..... 15th.....
 day of..... MARCH 2010.....

 A COMMISSIONER IN CHARGE AT DAVIS

P

David Amato

From: Peter Tonin [pmt@tonin.ca]
Sent: January-19-10 3:31 PM
To: Elfie Manning; Andrew Renner
Cc: David Amato
Subject: Re: Latest wording on contracts

I don't believe davide should rewrite any existing until renewal date
Should have davide consult peter welsh

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

From: Elfie Manning <emanning@sacapitalgrowth.com>
To: Andrew Renner
Cc: Peter Tonin; David Amato <damato@sacapitalgrowth.com>; David Amato <damato@sacapitalgrowth.com>
Sent: Tue Jan 19 15:16:26 2010
Subject: FW: Latest wording on contracts

Hi Andrew and Peter,

Colleen wants to re-write some (a lot) of our contracts with EMB & RJM. This is one that she proposes we use. Please review and advise.

Thank you

Elfie Manning

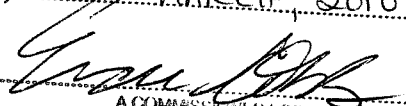
S.A. Capital Growth Corporation

1267 Cornwall Road, Suite 300

Oakville, ON L6J 7T5

Phone 905-339-7800

emanning@sacapitalgrowth.com

This is Exhibit 4 p 1 referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FIT TO TAKE AFFIDAVITS

From: Colleen Auriemma [mailto:cauriemma@dunnstreetgallery.com]
Sent: Tuesday, January 19, 2010 3:18 PM
To: Elfie Manning
Subject: Latest wording on contracts

Elfie:

Wanted there to be a copy of the contract Black Ink uses on your computer.

On my way.

Colleen

Colleen Auriemma

Director

223 Church Street, Oakville, ON, L6J 1N4

Telephone 905-338-7775

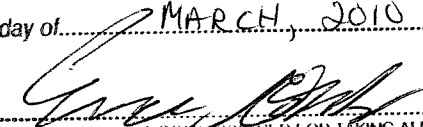
www.dunnstreetgallery.com <<http://www.dunnstreetgallery.com/>>

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Q

February 12, 2010

Loan Agreement Rewrites

This is Exhibit "Q" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

Re: Original Loan Agreements between S.A. Capital Growth Corp./Davide Amato and EMB Asset Group Inc./Robert J. Mander

At the time the original Loan Agreements were written, the intentions of both parties were not accurately reflected in the wording of the documents. It is for this reason that the Loan Agreements have been rewritten.

Davide Amato and Robert J. Mander both agree that the wording in the rewritten Loan Agreements correctly reflects the intention of the business transactions between the companies and themselves.

Davide Amato, President
S.A. Capital Growth Corp.

Date

Robert J. Mander, President
EMB Asset Group Inc.

Date

Witness

Date

Witness

Date



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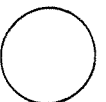
No. SA-EMB

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 3rd day of October, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **ROBERT J. MANDER** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Two Million Dollars (\$2,000,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Zero Percent (0%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower shall be divided equally between Lender and Borrower. No income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement; *mutatis mutandis*.



initials



No. SA-01A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 9th day of May, 2008, between S.A. CAPITAL GROWTH CORP. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Hundred Thousand Dollars (\$100,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



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No. SA-01B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 9th day of May, 2008, between S.A. CAPITAL GROWTH CORP. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Five Hundred Fifty Thousand Dollars (\$550,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.


initials



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No. SA-02

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 18th day of June, 2008, between S.A. CAPITAL GROWTH CORP. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



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No. SA-03A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 18th day of August, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Fifty Thousand Dollars (\$50,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.


initials



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No. SA-03B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 18th day of August, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Seven Hundred Thousand Dollars (\$700,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

A circular stamp with the word "initials" written below it.

initials



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No. SA-03C

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 18th day of August, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Sixty Two Thousand Five Hundred Dollars (\$62,500.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



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No. SA-04A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 19th day of September, 2008, between S.A. CAPITAL GROWTH CORP. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Fifty Thousand Dollars (\$50,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

A circular stamp with the word "initials" written below it.

initials

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 19th day of September, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



66
No. SA-05

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 31st day of October, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Three Hundred Twenty Five Thousand Dollars (\$325,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.


initials



67
No. SA-06A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 12th day of December, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Four Hundred Thousand Dollars (\$400,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-06B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 12th day of December, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Million Nine Hundred One Thousand Dollars (\$1,901,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Zero Percent (0%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower shall be divided equally between Lender and Borrower. No income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-07A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 12th day of December, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-07B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 12th day of December, 2008, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Six Hundred Thousand Dollars (\$600,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.



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No. SA-9A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 29th day of January, 2009, between S.A. CAPITAL GROWTH CORP. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



No. SA-09B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 29th day of January, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Zero Percent (0%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower shall be divided equally between Lender and Borrower. No income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-10

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 12th day of February, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Three Hundred Thousand Dollars (\$300,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Seventeen Percent (17%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 17% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.


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No. SA-11

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 12th day of February, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Zero Percent (0%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower shall be divided equally between Lender and Borrower. No income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.


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No. SA-13

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 20th day of February, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Zero Percent (0%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower shall be divided equally between Lender and Borrower. No income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-14

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 27th day of February, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Zero Percent (0%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower shall be divided equally between Lender and Borrower. No income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 27th day of February, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



No. SA-20

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 30th day of March, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



No. SA-21A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 5th day of April, 2009, between S.A. CAPITAL GROWTH CORP. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Hundred Thousand Dollars (\$100,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-21B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 5th day of April, 2009, between S.A. CAPITAL GROWTH CORP. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Hundred Forty Thousand Dollars (\$140,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 30th day of April, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Six Hundred Sixty Thousand Dollars (\$660,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



No. SA-24A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 19th day of May, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Eleven Thousand Dollars (\$11,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-24B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 19th day of May, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Five Hundred Seventy Five Thousand Dollars (\$575,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-25
Short Term

LOAN AGREEMENT

This Loan Agreement made in duplicate this 19th day of May, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than six months, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the sixth month anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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No. SA-26
Short Term

LOAN AGREEMENT

This Loan Agreement made in duplicate this 19th day of May, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Fifty Thousand Dollars (\$50,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than five months, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the fifth month anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



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No. SA-29A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 25th day of May, 2009, between S.A. **CAPITAL GROWTH CORP.** (the "Lender") and **EMB ASSET GROUP INC.** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Forty Thousand Dollars (\$40,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 25th day of May, 2009, between S.A. CAPITAL GROWTH CORP. (the "Lender") and EMB ASSET GROUP INC. (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Hundred Twenty Seven Thousand Five Hundred Dollars (\$127,500.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



No. SA-30A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 16th day of June, 2009, between S.A. CAPITAL GROWTH CORP. (the "Lender") and ROBERT J. MANDER (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Million Four Hundred Twenty Five Thousand Dollars (\$1,425,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



No. SA-30B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 16th day of June, 2009, between S.A. CAPITAL GROWTH CORP. (the "Lender") and ROBERT J. MANDER (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Sixty Thousand Dollars (\$60,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

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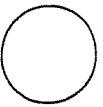
No. SA-33

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 15th day of July, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **ROBERT J. MANDER** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Hundred Seventeen Thousand Dollars (\$117,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.


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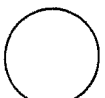


LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 26th day of July, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **ROBERT J. MANDER** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Seventy Five Thousand Dollars (\$75,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.


initials



No. SA-37A

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 18th day of August, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **ROBERT J. MANDER** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of One Million Five Hundred One Thousand Dollars (\$1,501,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



No. SA-37B

LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 18th day of August, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **ROBERT J. MANDER** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:

1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Four Hundred Seventy Nine Thousand Seven Hundred Fifty Dollars (\$479,750.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Five Percent (25%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 25% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials



LOAN AGREEMENT

This Loan Agreement made in duplicate this day of 17th day of September, 2009, between **S.A. CAPITAL GROWTH CORP.** (the "Lender") and **ROBERT J. MANDER** (the "Borrower") (collectively the "Parties").

The Parties agree as follows:


1. **The Loan:** The Lender agrees to loan to the Borrower and the Borrower agrees to borrow from the Lender the sum of Three Hundred Thousand Dollars (\$300,000.00) of lawful money of Canada (the "Principal Sum") for a term of not less than one year, subject to the terms of this Agreement, commencing on the date on which good funds are received by and are satisfactory to the Borrower in accordance with the terms of this Agreement (the "Advance Date"). For the purposes of this Agreement, the first anniversary of the Advance Date shall be the expiry date of the term (the "Maturity Date"), subject to any Renewal as hereinafter provided or permitted.
2. **Interest:** The Borrower agrees to pay to the Lender interest on the Principal Sum at the simple rate of Twenty Percent (20%) per annum calculated from the Advance Date and accrued from the Advance Date to the Maturity Date which interest shall become due and payable upon the date the Principal Sum is repaid in full. Any income earned by Borrower in excess of the 20% of the Loan Amount shall be divided equally between Lender and Borrower. No excess income will be paid prior to one year from the Advance Date.
3. **Repayment:** The Borrower agrees to repay the Lender at the Borrower's address as noted below or at any other place in Canada that the Borrower may give notice of in writing in accordance with the Notice provisions of this Agreement.
4. **Renewal:** In the event the Lender provides written notice in the form of Schedule "A" hereto to the Borrower, not less than 45 days prior to the Maturity Date, the Principal Sum and accrued interest thereon (referred to as the "Total Amount") will be payable to the Lender on the Maturity Date. Interest will not accrue after the Maturity Date in such circumstance. If the Lender fails to provide such written notice, the Borrower, in its sole and unfettered discretion shall have the option without prior notice, to deem that the Lender has agreed to loan the Total Amount to the Borrower for an additional one year term (the "Renewal"), and the Total Amount shall be deemed to be the Principal Sum for such purpose with interest thereon at the aforesaid rate again calculated and accruing and becoming due and payable in the same manner as set out above to the Renewal Maturity Date. In the event of such Renewal, both Parties shall be subject to the terms of this Loan Agreement, *mutatis mutandis*.

initials

R

February 10, 2010

95

This is Exhibit "R" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

**EMB Asset Group Inc. and S.A. Capital Growth Corp.
Information Package**

Contents:

- 1. Agreements between EMB and S.A. for signing**
- 2. Finalized Numbers: Principal for existing Loan Agreements
 Business Income
 Accrued Interest to March 31, 2010**
- 3. S.A. Capital Growth – Income Spreadsheet**
- 4. Principal Breakout**
- 5. Business Income Breakout and Calculations**
- 6. Overview of Business and Personal Amounts from EMB/RJM to
 SA/D. Amato**

February 10, 2010

AGREEMENTS BETWEEN EMB ASSET GROUP INC.

AND

S.A. CAPITAL GROWTH CORP.

I, Robert J. Mander, President of EMB Asset Group Inc., and I, Davide Amato, President of S.A. Capital Growth Corp. do agree upon the following:

1) Numbers

Principal:	16,569,750	
Business Income:	1,442,730	(800,000 prepaid and 642,730 owing)
Accrued Interest:	<u>1,559,814*</u>	(to March 31, 2010)
Total:	\$18,772,294*	

Some dispute about accrued income, but at least this amount

***Amount changes if payouts are made prior to the March 31, 2010 date)**

2) Accrued Interest Payouts

Accrued interest can and will change if partial payouts are made prior to March 31st, 2010. Payouts will be applied to specific Loan Agreements and pro-rated interest will be calculated to the day of payout.

February 10, 2010

AGREEMENTS BETWEEN EMB ASSET GROUP INC.

AND

S.A. CAPITAL GROWTH CORP.

3) Cessation of Trading by Robert J. Mander for S.A. Capital Growth Corp.

Robert J. Mander ceased to trade for S.A. Capital Growth Corp. and Davide Amato on December 14th, 2009.

4) Business Income

Business income was calculated on Loan Agreements that ran for one full year prior to the December 14th, 2009 date noted above. The annual rate of return used for calculating business income is .46 percent.

Robert J. Mander, President
EMB Asset Group Inc.

Date

Davide Amato, President
S.A. Capital Growth Corp.

Date

Witness

Date

Witness

Date

S

I hope this helps.

David

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

From: cauriemma@dunnstreetgallery.com <cauriemma@dunnstreetgallery.com>
To: David Amato
Sent: Thu Jan 21 10:55:09 2010
Subject: Re: Hey there

Good Morning Dave:

Quick question: Black Ink is set up such that John and I are both principal shareholders in it-something Peter Welsh did for us and put in the Minute Book.

Is SA set up the same? You and Nancy would both be shareholders in the company?

I need to talk to you about the Loan Agreements and the best way to access your money from the company.

Colleen

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

From: David Amato
To: Colleen Auriemma
Sent: Jan 20, 2010 7:38 PM
Subject: Re: Hey there

Thank you.

David

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

From: cauriemma@dunnstreetgallery.com <cauriemma@dunnstreetgallery.com>
To: David Amato
Sent: Wed Jan 20 16:33:53 2010
Subject: Hey there

Andrew Renner will be coming by SA tomorrow at 11 a.m.

Once I talk to him, I can give you recommendations on contracts.

I have your warrant interest covered.

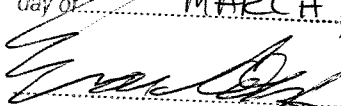
See you

Colleen

Sent on the TELUS Mobility network with BlackBerry

Sent on the TELUS Mobility network with BlackBerry

Sent on the TELUS Mobility network with BlackBerry

This is Exhibit..... "S" referred to in the
affidavit of..... DAVID AMATO
sworn before me, this..... 15th
day of..... MARCH, 2010

A COMMISSIONER TAKING AFFIDAVITS

T

S.A. Capital Growth - Income

TOTAL OBLIGATION AS AT		31-Mar-10	
	Principal	Interest	Total
EMB	8,542,000.00	928,738.44	9,470,738.44
RJM	8,027,750.00	631,075.65	8,658,825.65
	<u>16,569,750.00</u>	<u>1,559,814.09</u>	<u>18,129,564.09</u>

AMENDED
Feb 10, 2010

AS AT 31-Mar-10

Contract #	Date	Amount	Rate	Term	Term in Days	Total Interest Obligation	Date of Maturity		Accrued Days to	Accrued Int Income
SA-EMB	3-Oct-08	2,000,000.00		1 yr	365	-	2-Oct-09		544	
**SA-3	18-Aug-08	62,500.00	25%	1 yr	364	15,625.00	17-Aug-10	EMB	225	9,658.31
Amato-RJM	12-Dec-08	500,000.00	15%	1 yr	364	75,000.00	11-Dec-09	RJM	474	75,000.00 Expired
SA-7	12-Dec-08	850,000.00	25%	1 yr	364	-	11-Dec-09	EMB	474	- Expired
SA-5	31-Oct-08	325,000.00	20%	1 yr	364	65,000.00	30-Oct-09	EMB	516	65,000.00 Expired
SA-6	12-Dec-08	2,301,000.00	5%	1 yr	364	-	11-Dec-09	EMB	474	- Expired
SA-9	29-Jan-09	375,000.00	25%	1 yr	364	62,500.00	28-Jan-10	EMB	426	62,500.00 (125D&N- 250Client)
SA-11	12-Feb-09	225,000.00		1 yr	364	-	11-Feb-10	EMB	412	- D&N
SA-10	12-Feb-09	300,000.00	17%	1 yr	364	51,000.00	11-Feb-10	EMB	412	57,725.27
SA-13	20-Feb-09	1,500,000.00		1 yr	364	-	19-Feb-10	EMB	404	- D&N
SA-15	27-Feb-09	250,000.00	25%	1 yr	364	62,500.00	26-Feb-10	EMB	397	68,166.21
SA-14	27-Feb-09	250,000.00		1 yr	364	-	26-Feb-10	EMB	397	- D&N
SA-20	30-Mar-09	150,000.00	20%	1 yr	364	30,000.00	29-Mar-10	EMB	366	30,164.84
SA-21	5-Apr-09	240,000.00	20%	1 yr	364	53,000.00	4-Apr-10	EMB	360	52,417.58 20/25%
SA-22	30-Apr-09	660,000.00	20%	1 yr	364	132,000.00	29-Apr-10	EMB	335	121,483.52
SA-24	19-May-09	586,000.00	20%	1 yr	364	117,750.00	18-May-10	EMB	316	102,222.53
SA-25	19-May-09	250,000.00	10%	180	180	-	15-Nov-09	EMB	316	-
SA-26	19-May-09	50,000.00	20%	1 yr	207	4,166.67	12-Dec-09	EMB	316	4,166.67 House Closing
SA-29	25-May-09	167,500.00	21%	1 yr	364	35,500.00	24-May-10	EMB	310	30,233.52
SA-30	16-Jun-09	1,485,000.00	20%	1 yr	364	300,000.00	15-Jun-10	RJM	288	237,362.64
SA-33	15-Jul-09	117,000.00	20%	1 yr	364	23,400.00	14-Jul-10	RJM	259	16,650.00
SA-34	26-Jul-09	75,000.00	20%	1 yr	364	15,000.00	25-Jul-10	RJM	248	10,219.78
SA-37	18-Aug-09	1,980,750.00	21%	1 yr	364	420,137.50	17-Aug-10	RJM	225	259,700.38
SA-39	17-Sep-09	300,000.00	20%	1 yr	364	60,000.00	16-Sep-10	RJM	195	32,142.86
SA-40-W	25-Sep-09	200,000.00	0%	1 yr	364	-	24-Sep-10	RJM	187	25,686.81
SA-41-W	23-Oct-09	400,000.00	0%	6 mo	180	-	21-Apr-10	RJM	159	17,666.67
SA-42-W	29-Oct-09	250,000.00	0%	42	42	-	10-Dec-09	RJM	153	25,000.00
SA-43-W	29-Oct-09	250,000.00	0%	90	90	-	27-Jan-10	RJM	153	37,500.00
SA-44-W	30-Oct-09	250,000.00	0%	90	90	-	28-Jan-10	RJM	152	25,000.00
SA-45-W	19-Nov-09	170,000.00	0%	1 yr	364	-	12-Nov-10	RJM	138	16,111.64
SA-46-W	20-Nov-09	200,000.00	0%	1 yr	364	-	19-Nov-10	RJM	131	17,994.51
SA-47-W	27-Nov-09	150,000.00	0%	90	90	-	25-Feb-10	RJM	124	15,000.00 179,959.63
SA-EMB	9-Oct-09	460,000.00								
SA-23-RE	30-Apr-09	82,000.00								
SA-32-RE	16-Jun-09	149,500.00								
SA-36-RE	19-Aug-09	96,500.00								
SA-38-RE	17-Sep-09	37,750.00								
*SA-51-RE	16-Dec-09	42,250.00								
*SA-52-RE	17-Dec-09	479,230.00								
*SA-53-RE	18-Dec-09	95,500.00								
***SA-4	Corrected					-		EMB	-	-
****SA-32-RE	16-Jun-09	Corrected	0%			-	16-Jun-10	RJM	-	-
****SA-38-RE	17-Sep-09	Corrected	0%			-	17-Sep-10	RJM	-	-

		1,442,730.00	Business Income	1,442,730.00		
EMB	8,542,000.00		Principal	16,569,750.00	EMB	928,738.44
RJM	8,027,750.00		P/R Interest	1,559,814.09	RJM	631,075.65
	<u>16,569,750.00</u>	16,569,750.00		<u>19,572,294.09</u>	Total	<u>\$ 1,559,814.09</u>
				800,000.00	Prepaid	
		<u>18,012,480.00</u>		<u>18,772,294.09</u>		

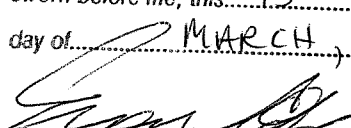
TO BE DISCUSSED

- * - Retained earnings calculated based on 96% rate of return on the original contract. Rate of return to be confirmed.
- ** - Part of SA-3 was not settled and based on the contract that portion is reinvested *mutatis mutandis*
- *** - Part of SA-4 was not settled however S.A. Capital paid the principal and interest as was requested by the client
- **** - Calculation oversight when retained earnings contract was originally established. At the time of establishment the oversight was made in EMB/RJM's favour.

This was paid in a netting out in SA-37

42
1,484,730.00
800,000.00
684,730.00

1,442,730
800,000
642,730

This is Exhibit 11 referred to in the affidavit of DAVIDE AMATO sworn before me, this 15th day of MARCH, 2010

A COMMISSIONER IN TAKING AFFIDAVITS

U

Intentionally Omitted

V

SCHEDULE OF MATURED LOANS

Note #	Date	Principal Amt.	Rate	Interest
SA-26	19-May-09	50,000.00	15%	7,500.00
SA-5	31-Oct-08	325,000.00	50%	162,500.00
SA-25	19-May-09	250,000.00	15%	37,500.00
SA-31-B	20-Aug-09	2,000,000.00	10%	200,000.00
SA-7	12-Dec-08	850,000.00	50%	425,000.00
SA-11	12-Feb-09	225,000.00	15%	33,750.00
SA-13	20-Feb-09	1,500,000.00	15%	225,000.00
SA-14	27-Feb-09	250,000.00	15%	37,500.00
SA-20	30-Mar-09	150,000.00	15%	22,500.00
SA-6	12-Dec-08	2,301,000.00	50%	1,150,500.00
SA-9	29-Jan-09	375,000.00	15%	56,250.00
SA-10	12-Feb-09	300,000.00	15%	45,000.00
SA-15	27-Feb-09	250,000.00	15%	37,500.00
*SA-53-RE	11-Dec-09	171,874.04	15%	25,781.11
*SA-52-RE	11-Dec-09	110,890.00	15%	16,633.50
*SA-51-RE	11-Dec-09	308,000.00	15%	46,200.00

9,416,764.04

2,529,114.61

102

This is Exhibit "V" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

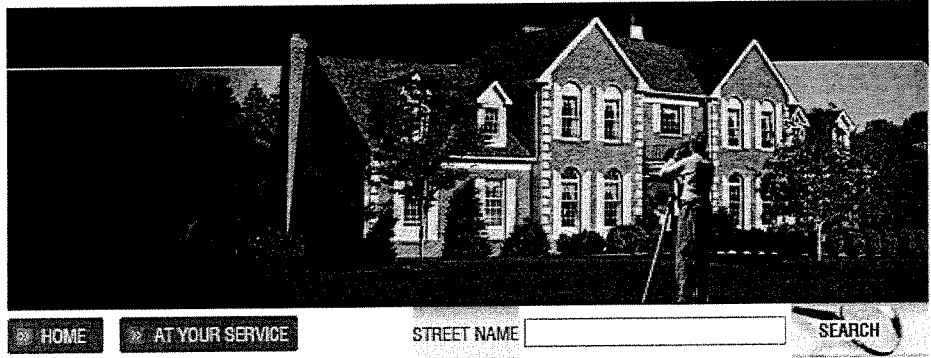

A COMMISSIONER OF THE COURT OF APPEALS

W



Conrad Zurini
Broker

RE/MAX Del Mar Realty Inc.
Brokerage, Independently Owned
and Operated
860 Queenston Road
L8G 4A8
(905) 545-1188
conrad@remaxdelmar.com
www.howdoyouwanttolive.com

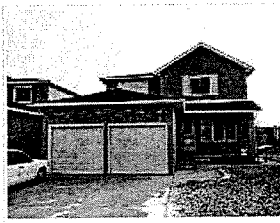


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MVH #29940



**3 Francesca Ct.,
Hamilton Ontario**

[VIRTUAL TOUR](#) [MAP IT](#)

MVH #30129



**1225 Lawrence Cres.,
Oakville Ontario**

[VIRTUAL TOUR](#) [MAP IT](#)

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This is Exhibit "W" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

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Conrad Zurini
Broker

RE/MAX Del Mar Realty Inc.
Brokerage, Independently Owned
and Operated
860 Queenston Road
L8G 4A8
(905) 545-1188
conrad@remaxdelmar.com
www.howdoyouwanttolive.com



HOME AT YOUR SERVICE STREET NAME SEARCH

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MVH #17525



**365 Patricia Dr.,
Burlington Ontario**

[VIRTUAL TOUR](#) [MAP IT](#)

MVH #18077



**18 Stonebury Pl.,
Flamborough Ontario L0R 1K0**

[VIRTUAL TOUR](#) [MAP IT](#)

MVH #18711



**803 Ridge Rd.,
Stoney Creek Ontario**

[VIRTUAL TOUR](#) [MAP IT](#)

MVH #19520



**67 Caroline St. S #5E,
Hamilton Ontario**

[VIRTUAL TOUR](#) [MAP IT](#)

MVH #19794



**363 Beach Blvd.,
Hamilton Ontario**

[VIRTUAL TOUR](#) [MAP IT](#)

MVH #21336



**8 Glenhollow Dr.,
Stoney Creek Ontario**

[VIRTUAL TOUR](#) [MAP IT](#)

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Conrad Zurini
Broker

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www.howdoyouwanttolive.com



HOME

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MVH #31674



Price: \$1,680,000

**225 Church St.,
Oakville Ontario L6J 1N4**

Enchanting 3000 sq ft OakvilleBrownstone.com residence/office meticulously decorated, heirloom accents thru-out, captivating foyer, rich finishes, Bellini Kitchen, elegant dining & living room adorned with a quiet refinement, opulent master & ensuite. Asian inspired deck.

[VIRTUAL TOUR](#) [MLS PROPERTY INFO](#) [MAP IT](#)

MVH #13958



Price: \$1,278,000

**PH2 399 Elizabeth Street,
Burlington Ontario L7R 0A4**

Penthouse with captivating views in coveted "Baxter" Building anchored by 2 private terraces with lake front and escarpment views adorned with thoughtful upgrades, granite counters, under cupboard lighting, porcelain ceramics, potlights, architecturally inspired layout. Owner willing to customize to buyers specs. Amenity rich with fitness centre and spa etc. 2 parking spaces oversized storage. Allow 24 hours for appts. RSA For more information call Conrad or Louis Zuri ni @ Re/Max Del Mar Realty Inc. 905-545-1188 or visit our website at www.houseplus.com

[VIRTUAL TOUR](#) [MLS PROPERTY INFO](#) [MAP IT](#)

MVH #23674



Price: \$699,000

**691 Ridge Rd.,
Stoney Creek Ontario L8J 2Y2**

Enthralling city and lake views, classically decorated, light filled gourmet kitchen with built-in appliances, with granite. Enjoy the prolific view in the sprawling great room. High quality custom finishes, rich hardwood and porcelain tiles through-out. Lower level with gym and sauna. Call Conrad Zurini (905) 545-1188 or toll free 1-800-567-6257 RE/MAX Del Mar Realty Inc.

[VIRTUAL TOUR](#) [MLS PROPERTY INFO](#) [MAP IT](#)

MVH #24237



Price: \$628,500

**8 Freeman Place,
Hamilton Ontario L8N 2G5**

Enchanting southwest escarpment estate, captivating vintage architecture. Gentle elegance throughout main floor 12' ceilings, built-ins, & FP in Living room, stately Dining room. Exquisite detail in kitchen cabinetry w/granite island. Master suite a soothing sanctuary w/updated ensuite. Natural gardens surrounded by lush bower.

[VIRTUAL TOUR](#) [MLS PROPERTY INFO](#) [MAP IT](#)

MVH #22302



Price: \$599,000

**425 Springbrook Ave.,
Ancaster Ontario L9G 3K9**

Exceptional 5 bedroom residence, decorated with delicate shades & rich textures. Hardwood thru-out main floor, captivating foyer, 10' ceilings in formal Dining Room & Great Room with gas fireplace. Light filled kitchen with raised panel cupboards. Main floor den. Expansive property over 1/3 acre. Fully finished lower level. * Allow 24 Hours Notice For Showings * Call Conrad Zurini & Mark Zizzo (905) 545-1188 or toll free 1-800-567-6257 RE/MAX Del Mar Realty Inc.

[VIRTUAL TOUR](#) [MAP IT](#)

MVH #15553



Price: \$479,995

**60 Richmond Cr.,
Stoney Creek Ontario L8E 5T9**

Rare opportunity in one of Stoney Creeks premier locations surrounded by other executive built homes, steps to the lake. Approx 3,000 sq ft of quality construction. Main flr den. Huge kit leading to incredible oversized fenced yard. Stunning master w/private sitting area & separate oversized ensuite. Professionally landscaped w/quality stamped concrete drive & sidewalk. Huge shed and party patio! ** Allow 72 Hours Irrevocable ** Room Sizes approximate. Call Mark Zizzo and Conrad Zurini (905) 545-1188 or toll free 1-800-567-6257 RE/MAX Del Mar Realty Inc.

[VIRTUAL TOUR](#) [MLS PROPERTY INFO](#) [MAP IT](#)

X

1225 Lawrence Cres.
Oakville, ON

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #20



PAGE 1 OF 1

PREPARED FOR Ghosh001
ON 2010/02/12 AT 16:51:36

24796-0025 (LT)

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LT 1, PL 466 ; OAKVILLE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

OWNERS' NAMES

MANDER, ROBERT JOHN

RECENTLY:

FIRST CONVERSION FROM BOOK

CAPACITY SHARE

ROWN

PIN CREATION DATE:

1995/12/20

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/12/20 ON THIS PIN				
WAS REPLACED WITH THE	"PIN CREATION DATE" OF 1995/12/20					
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF	CONVERSION TO	LAND TITLES: 1995/12/20 **				
HR790785	2009/10/07	TRANSFER	\$2,900,000	GRAVETS, VYACHESLAV	MANDER, ROBERT JOHN	
HR790786	2009/10/07	CHARGE	\$2,000,000	MANDER, ROBERT JOHN	HSBC BANK CANADA	

This is Exhibit "X" referred to in the affidavit of DAVIDE AMATO sworn before me, this 15th day of 7 MARCH, 2010

[Signature]
A COMMISSIONER IN CHIEF TAKING AFFIDAVITS

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.

Y

223 Church St.
Oakville, ON

24813-0327 (IT)

* CERTIFIED BY LAND REGISTAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PT LT E, BLK 3, PL 1, PTS 9 & 27, 20R12967, PTS 2 & 4, 20R12968, H763369, H763779 & H763780 OVER PT 27, 20R12967 & PT 4, 20R12968. S/T EASE H769480 OVER PT 27, 20R12967 & PT 4, 20R12968 FOR PTS 1-8, 11-26, 29-36, 20R12967 & PTS 1 & 3, 20R12968. T/W EASE H769480 OVER PTS 19-26, 29-36, 20R12967 & PT 3, 20R12968. S/T RIGHT H769480. SUBJECT TO AN EASEMENT IN GROSS AS IN H799933

PROPERTY REMARKS:

RECENTLY:
DIVISION FROM 24813-0038

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

OWNERS' NAMES

E.M.B. ASSET GROUP INC.

CAPACITY SHARE

ROWN

THE FOLLOWING REMARK HAS BEEN ADDED ON 2008/06/25 AT 16:00 BY KELLY HARINGA : PLANNING ACT CONSENT IN H769480

PIN CREATION DATE:

1999/08/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/03/25 ON THIS PIN				
WAS REPLACED WITH THE	*PIN CREATION DATE* OF 1999/08/25					
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHENTS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF	CONVERSION TO LAND TITLES: 1996/03/25 **					
H725771	1998/03/03	NOTICE AGREEMENT		SHUTTERS RESIDENTIAL CORP.	THE CORPORATION OF THE TOWN OF OAKVILLE	
20R12967	1998/10/27	PLAN REFERENCE		SHUTTERS RESIDENTIAL CORP.	THE CORPORATION OF THE TOWN OF OAKVILLE	
20R12968	1998/10/28	PLAN REFERENCE		SHUTTERS RESIDENTIAL CORP.	THE CORPORATION OF THE TOWN OF OAKVILLE	
H763368	1998/11/03	TRANSFER EASEMENT		SHUTTERS RESIDENTIAL CORP.	BELL CANADA	
H763369	1998/11/03	TRANSFER EASEMENT		SHUTTERS RESIDENTIAL CORP.	BELL CANADA	
H763779	1998/11/06	TRANSFER EASEMENT		SHUTTERS RESIDENTIAL CORP.	BELL CANADA	

This is a true and correct copy of the original as referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010
A COMMISSIONER IN CHIEF OF THE REGISTRY OF DEEDS

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.



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #20

24813-0327 (LIT)

PAGE 2 OF 2

PREPARED FOR Ghosh001
ON 2010/02/12 AT 16:57:08

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
H763780	1998/11/06	TRANSFER EASEMENT		SHUTTERS RESIDENTIAL CORP.	UNION GAS LIMITED	C
H769480A	1998/12/15	APL ANNEX REST COV REMARKS: NO EXPIRY		SHUTTERS RESIDENTIAL CORP.		C
H769481	1998/12/15	NOTICE AGREEMENT		LETHBRIDGE, JAMES DONALD LETHBRIDGE, HEATHER ANNE	SHUTTERS RESIDENTIAL CORP.	C
HR673289	2008/06/20	TRANSFER	\$1,200,000	LETHBRIDGE, HEATHER ANNE LETHBRIDGE, JAMES DONALD	E.M.B. ASSET GROUP INC.	C
HR790630	2009/10/07	CHARGE	\$612,000	E.M.B. ASSET GROUP INC.	HOME TRUST COMPANY	C
HR799933	2009/11/15	TRANSFER EASEMENT		E.M.B. ASSET GROUP INC.	COGECO CABLE CANADA GP INC.	C

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.

Z

[illegible]

ADDED ON 2005/10/26 AT 15.15 BY JANE FOSTER : H782243 CONSENT RE: PLANNING ACT

PLAN CREATION DATE:
1999/08/25

RECENTLY:
DIVISION FROM 24813-0038

CAPACITY SHARE

OWNERS' NAMES
E M R. ASSET GROUP INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1996/03/25 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE"	OF 1999/08/25				
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHENTS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF	CONVERSION TO	LAND TITLES: 1996/03/25 **				
H725771	1998/03/03	NOTICE AGREEMENT		SHUTTERS RESIDENTIAL CORP.	THE CORPORATION OF THE TOWN OF OAKVILLE	
20R12967	1998/10/27	PLAN REFERENCE				
20R12968	1998/10/28	PLAN REFERENCE				
H763368	1998/11/03	TRANSFER EASEMENT		SHUTTERS RESIDENTIAL CORP.	THE CORPORATION OF THE TOWN OF OAKVILLE	
H763369	1998/11/03	TRANSFER EASEMENT		SHUTTERS RESIDENTIAL CORP.	THE CORPORATION OF THE TOWN OF OAKVILLE	
199R/11/06	1998/11/06	TRANSFER EASEMENT		SHUTTERS RESIDENTIAL CORP.	BELL CANADA	

affidavit of..... **DAVID**

sworn before me, this.....

day of.....

[Signature]
A Commissioner

(NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY. EXISTING AND/OR YOUR DEEDS/COVETANCES, THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit.....2.....referred to in the

affidavit of..... DAVID E AMATO
sworn before me, this 15th
day of..... MARCH, 2000

A COMMITTEE OF THE HOUSE OF COMMONS

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
H763780	1998/11/06	TRANSFER EASEMENT		SHUTTERS RESIDENTIAL CORP.	UNION GAS LIMITED	C
H769481	1998/12/15	NOTICE AGREEMENT		LEATHERIDGE, JAMES DONALD LEATHERIDGE, HEATHER ANNE	SHUTTERS RESIDENTIAL CORP.	C
H782244	1999/03/31	APL ANNEX REST COV		SHUTTERS RESIDENTIAL CORP.		C
H795026	1999/06/22	APL (GENERAL)		WILLIAMS, KELLY WILLIAMS, LAURIE		C
HR707588	2008/10/10	TRANSFER	\$1,450,000	BELCHER, CAROLE AMANDA	E.M.B. ASSET GROUP INC.	C
HR790631	2009/10/07	CHARGE	\$630,000	E.M.B. ASSET GROUP INC.	HOME TRUST COMPANY	C
HR800528	2009/11/19	TRANSFER EASEMENT		E.M.B. ASSET GROUP INC.	COGECO CABLE CANADA GP INC.	C

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AA



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #20

07182-2153 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

2511 Baros Rd, Unit 39
Burlington, ON

PAGE 1 OF 2
PREPARED FOR Ghosn001
ON 2010/02/12 AT 16:54:40

PROPERTY DESCRIPTION:

PT BLK 7, PL 20M908, PART 39, 20R15667; BURLINGTON, S/T EASE H302472. T/W EASE 149995 OVER PT 8, 20P6131. T/W EASE 153572 OVER PTS 9 & 10, 20R6131. S/T EASE H2295052 OVER PT 39, 20R15667. T/W AN UNDIVIDED COMMON INTEREST IN HALTON COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 458, S/T EASE IN HR309462 IN FAVOUR OF HCEC458. S/T RIGHT HR314186 FOR 5 YRS FROM 04 08 23.

PROPERTY REMARKS:

THE FOLLOWING REMARK HAS BEEN ADDED ON 2004/06/11 AT 15:53 BY ANNE-MARIE CASSON : FOR ADDITIONAL ENCUMBRANCES THE PIN FOR HALTON COMMON ELEMENTS CONDOMINIUM PLAN NO. 458 IN BLOCK 25760 MUST BE EXAMINED.

ESTATE/QUALIFIER:

RECENTLY:
DIVISION FROM 07182-2101

PIN CREATION DATE:
2004/06/24

ABSOLUTE

CORNER NAMES

WALTON, NORMAN GRANT
WALTON, CONNIE ANNE
WALTON, STACEY ANN

CAPACITY SHARE

JTEN PT 1
JTEN PT 1
TCOM 98

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
H291037	1986/11/06	NOTICE			THE REGIONAL MUNICIPALITY OF HALTON	C
		REMARKS: AGREEMENT				
H302428	1987/02/19	NOTICE			THE CORPORATION OF THE CITY OF BURLINGTON	C
		REMARKS: AGREEMENT				
H302472	1987/02/19	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF BURLINGTON	C
H302805	1987/02/24	NOTICE			THE REGIONAL MUNICIPALITY OF HALTON	C
		REMARKS: AGREEMENT				
H454978	1990/08/22	NOTICE			THE CORPORATION OF THE CITY OF BURLINGTON	C
		CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 07182-0391 IN ERROR AND WAS RE-INSTATED ON 2001/10/25 BY ANGELA TIMBERS.				
HR210618	2003/07/14	NOTICE	\$2	THE CORPORATION OF THE CITY OF BURLINGTON		
20M908	2004/05/10	PLAN SUBDIVISION				
20R15667	2004/05/21	PLAN REFERENCE				
HR290689	2004/06/02	NOTICE	\$2	THE CORPORATION OF THE CITY OF BURLINGTON		
HR290711	2004/06/02	BYLAW		THE CORPORATION OF THE CITY OF BURLINGTON		
		REMARKS: EXEMPT RE: PT LT CONTROL				
HR295052	2004/06/18	TRANSFER	\$2	MONARCH CONSTRUCTION LIMITED	BURLINGTON HYDRO INC.	

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.

This is Exhibit "AA" referred to in the
affidavit of DAVID DE AMATO
sworn before me, this 15th
day of MARCH, 2010
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #20

PAGE 2 OF 2
PREPARED FOR Ghosh001
ON 2010/02/12 AT 16:54:40

07182-2153 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: TRANSFER OF EASEMENT CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 07182-2195 IN ERROR AND WAS RE-INSTATED ON 2008/05/01 BY ISABELLE COLE.						
HR298955	2004/06/30	TRANSFER EASEMENT	\$2	MONARCH CONSTRUCTION LIMITED	UNION GAS LIMITED	C
HCEC458	2004/08/05	PLAN CONDOMINIUM	\$70			C
HR309452	2004/08/05	DECLARATION CONDO		MONARCH CONSTRUCTION LIMITED	MONARCH CONSTRUCTION LIMITED	C
HR314186	2004/08/23	TRANSFER	\$235,356	MONARCH CONSTRUCTION LIMITED	WALTON, NORMAN GRANT WALTON, CONNIE ANNE WALTON, STACEY ANN	C
HR314187	2004/08/23	CHARGE	\$184,425	WALTON, NORMAN GRANT WALTON, CONNIE ANNE WALTON, STACEY ANN	BANK OF MONTREAL	C

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.

112

BB



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #62

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

17524-0008 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

18 Stonebury Place
Freelton, ON

PAGE 1 OF 1
PREPARED FOR Ghosh001
ON 2010/02/12 AT 17:16:31

PROPERTY DESCRIPTION: PCL 5-1, SEC 62N547 ; LT 5, PL 62N547 ; S/T LT235286 ; PLAMBOROUGH CITY OF HAMILTON

PROPERTY REMARKS:
ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE
OWNERS' NAMES
WISEMAN, GEORGETTE ALBERTHA
WISEMAN, BRIAN KEITH
RECENTLY:
FIRST CONVERSION FROM BOOK
CAPACITY SHARE
JTEN
JTEN

PIN CREATION DATE:
1996/04/22

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/04/22 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/04/22						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT220173	1988/03/22	AGR SUBDIVISION			THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
WE596664	2008/12/23	TRANSFER	\$785,000	STONEBURY INC.	WISEMAN, GEORGETTE ALBERTHA WISEMAN, BRIAN KEITH	C
REMARKS: PLANNING ACT STATEMENTS						
WE596665	2008/12/23	CHARGE	\$507,000	WISEMAN, BRIAN KEITH WISEMAN, GEORGETTE ALBERTHA	THE EFFORT TRUST COMPANY	C

This is Exhibit "BB" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

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.

CC



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #62

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

17 Stonebury Place
PAGE 1 OF 1
PREPARED FOR Ghosh001
ON 2010/02/12 AT 17:18:00

17524-0005 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: PCL 8-1, SEC 62M547 ; LT 8, PL 62M547 ; S/T LT235295 ; S/T LT220459 FLAMBOROUGH CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

ABSOLUTE

OWNERS' NAMES

STONEBURY INC.

RECENTLY:

FIRST CONVERSION FROM BOOK

CAPACITY SHARE

PIN CREATION DATE:
1996/04/22

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/04/22 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/04/22						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
62R9427	1988/03/17	PLAN REFERENCE				C
LT220173	1988/03/22	AGR SUBDIVISION			THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
LT220459	1988/03/25	TRANSFER EASEMENT			THE CORPORATION OF THE TOWN OF FLAMBOROUGH	C
WE555438	2008/06/20	TRANSFER	\$939,000	MACDONALD, HEATHER ANN PEARCE, ROBERT JAMES DAVID	2142179 ONTARIO INC.	C
REMARKS: PLANNING ACT STATEMENTS						
WE590453	2008/11/21	APL CH NAME OWNER		2142179 ONTARIO INC.	STONEBURY INC.	C
WE642386	2009/09/01	CHARGE	\$633,750	STONEBURY INC.	THE TORONTO-DOMINION BANK	C

This is Exhibit "CC" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FOR LAND AND TITLES

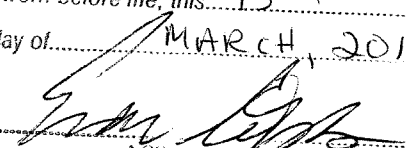
NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

DD

SCHEDULE OF KNOWN FINANCIAL INSTITUTIONS**EMB ASSET GROUP INC.**

HSBC Bank Canada
102-271 Cornwall Road, Unit A
Oakville, Ontario L6J 7Z5

HSBC Bank Canada
2500 Appleby Line
Burlington, Ontario L7L 0A2

This is Exhibit "DD" referred to in the
affidavit of DAVIDE AMATO
sworn before me, this 15th
day of MARCH, 2010

A COMMISSIONER FIT FOR TAKING AFFIDAVITS

SA Capital Growth Corp.

and

Robert Mander and E.M.B. Asset Group Inc.

Court File No: 10-8619-00CL

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**AFFIDAVIT OF DAVIDE AMATO
(SWORN MARCH 15, 2010)**

Ogilvy Renault LLP
Suite 3800

Royal Bank Plaza, South Tower
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4

Alan Merskey LSUC#: 413771
Tel: 416. 216.4805

Orestes Pasparakis LSUC#: 36851T
Tel: 416.216.4815

Evan Cobb LSUC#: 55787N
Tel: 416.216.1929
Fax: 416.216.3930

Lawyers for the Applicant

SA Capital Growth Corp.

and

Robert Mander and E.M.B. Asset Group Inc.

Court File No: CV-10-8619-00CL

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

APPLICATION RECORD

OGILVY RENAULT LLP
Suite 3800, Box 84
Royal Bank Plaza, South Tower
200 Bay Street
Toronto, Ontario M5J 2Z4

Alan Merskey LSUC#: 41377I
Tel: 416.216.4805
Fax: 416.216.3930

Orestes Pasparakis LSUC#: 36851T
Tel: 416.216.4815

Evan Cobb LSUC#: 55787N
Tel: 416.216.1929

Lawyers for the Applicant