

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

**IN THE MATTER OF THE RECEIVERSHIP OF EQUITYLINE SPV LIMITED
PARTNERSHIP**

B E T W E E N:

EQUITABLE BANK

Applicant

- and -

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

**CROSS-MOTION RECORD
(returnable April 30, 2026)**

April 7, 2026

DENTONS CANADA LLP

The Toronto-Dominion Centre
77 King Street West, Suite 400
Toronto, ON M5K 0A1

Renée Brosseau (LSO # 47074B)

Tel: 416-863-4650

renee.brosseau@dentons.com

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: 416-863-4402

sara.wilson@dentons.com

*Lawyers for Stewart Title Guaranty Company
and FCT Insurance Company Ltd.*

TO: SERVICE LIST

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

EQUITABLE BANK

Applicant

- and -

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

**SERVICE LIST
(as at February 9, 2026)**

TO:	<p>THORNTON GROUT FINNIGAN LLP 100 Wellington Street West Suite 3200, TD West Tower Toronto ON M5K 1K7</p> <p>Rebecca L. Kennedy (LSO# 61146S) Email: rkennedy@tgf.ca</p> <p>Derek Harland (LSO# 79504N) Email: धारland@tgf.ca</p> <p>Denna Jalili (LSO# 84976N) Email: djalili@tgf.ca</p> <p>Tel: 416-304-1616 Fax: 416-304-1313</p> <p><i>Lawyers for the Court-appointed receiver of EquityLine SPV Limited Partnership, KSV Restructuring Inc.</i></p>
------------	---

AND TO:	<p>STIEBER BERLACH LLP 3200 – 130 Adelaide Street West Toronto, ON M5H 3P5 Fax: 416-366-1400</p> <p>Deborah Berlach (LSO# 239740) Tel : 416-594-4671 Email: dberlach@sblegal.ca</p> <p><i>Co-counsel for the Court-appointed receiver of EquityLine SPV Limited Partnership, KSV Restructuring Inc.</i></p>
AND TO:	<p>KSV RESTRUCTURING INC. 220 Bay St. Suite 1300, Toronto, ON M5J 2W4</p> <p>Noah Goldstein Tel: 416-844-4842 Email: ngoldstein@ksvadvisory.com</p> <p>Mitch Vininsky Tel: 416-932-6013 Email: mvininsky@ksvadvisory.com</p> <p>Tony Trifunovic Tel: 416-932-6013 Email: ttrifunovic@ksvadvisory.com</p> <p><i>Court-appointed receiver of EquityLine SPV Limited Partnership</i></p>

AND TO:	<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto ON M5J 2T9</p> <p>Robb English (LSO# 19862F) Tel: (416) 865-4748 Email: renglish@airdberlis.com</p> <p>Miranda Spence (LSO# 60621M) Tel: (416) 865-3414 Email: mspence@airdberlis.com</p> <p>Brian Chung (LSO #66232Q) Tel: (416) 865-3426 Email: bchung@airdberlis.com</p> <p><i>Lawyers for the Receiver and the Applicant, Equitable Bank</i></p>
AND TO:	<p>FRIEDMANS LLP Barristers and Solicitors 150 Ferrand Drive, Suite 800 Toronto, ON M3C 3E5</p> <p>Judy Hamilton (LSO# 39475S) Tel: (416) 649-4462 Fax: (416) 497-3809 Email: jh@friedmans.ca</p> <p><i>Lawyers for the Respondent, EquityLine SPV Limited Partnership</i></p>
AND TO:	<p>EQUITYLINE SPV LIMITED PARTNERSHIP 550 Highway 7 East, Suite 338 Richmond Hill, ON L4B 3Z4</p> <p>Sergiy Shchavyelyev Tel: (416) 939-6376 Email: sergiy@equitylinemic.com</p> <p><i>Respondent</i></p>

AND TO:	EQUITYLINE SPV GP INC. 550 Highway 7 East, Suite 338 Richmond Hill, ON L4B 3Z4 Sergiy Shchavyelyev Tel: (416) 939-6376 Email: sergiy@equitylinemic.com
AND TO:	EQUITYLINE SERVICES CORP. 550 Highway 7 East, Suite 338 Richmond Hill, ON L4B 3Z4 Sergiy Shchavyelyev Tel: (416) 939-6376 Email: sergiy@equitylinemic.com
AND TO:	EQUITYLINE MORTGAGE INVESTMENT CORPORATION 550 Highway 7 East, Suite 338 Richmond Hill, ON L4B 3Z4 Sergiy Shchavyelyev Tel: (416) 939-6376 Email: sergiy@equitylinemic.com
AND TO:	EQUITYLINE FINANCIAL CORP. 550 Highway 7 East, Suite 338 Richmond Hill, ON L4B 3Z4 Sergiy Shchavyelyev Tel: (416) 939-6376 Email: sergiy@equitylinemic.com

AND TO:	<p>DLA PIPER (CANADA) LLP 6000-100 King Street West Toronto, ON M5X 1E2</p> <p>Bruce Darlington (LSO# 25310K) Tel: (416) 365-3529 Email: bruce.darlington@dlapiper.com</p> <p>Tudor Carsten (LSO# 47766V) Tel: (416) 365-3505 Email: tudor.carsten@dlapiper.com</p> <p>Cristina Fulop (LSO# 82224H) Tel: (416) 862-3389 Email: cristina.fulop@ca.dlapiper.com</p> <p><i>Lawyers for Computershare Trust Company of Canada</i></p>
AND TO:	<p>ALAW 2525 Old Bronte Road Oakville, ON L6M 4J2</p> <p>Tony Antoniou (LSO# 50680T) Tel: (416) 333-9795 Email: tony@alaw.ca</p> <p><i>Lawyer for TitlePLUS and LawPRO</i></p>
AND TO:	<p>GLENN COHEN LAW 141 Adelaide Street West, Suite 400 Toronto, ON M5H 3L5</p> <p>Glenn Cohen (LSO# 19469R) Tel: (647) 404-2791 Email: glenn@glenncohenlaw.ca</p> <p><i>Lawyer for Elle Mortgage Corporation</i></p>
AND TO:	<p>TERRY WALMAN 202-1240 Bay Street Toronto, ON M5R 2A7</p> <p>Tel: (416) 961-3809 Email: terry@terrywalman.com</p> <p><i>Lawyer for EquityLine Services Corp.</i></p>

AND TO:	BERKOW YOUD LEV-FARRELL DAS LLP 141 Adelaide Street West, Suite 400 Toronto, ON M5H 3L5 Ranjan Das (LSO# 37065T) Tel: (416) 364-4900 Ext. 221 Email: rdas@byldlaw.com <i>Lawyers for Terry Walman</i>
AND TO:	ADAIR GOLDBLATT BIEBER LLP 3200- 401 Bay Street Toronto, ON M5H 2Y4 Geoffrey Adair, K.C. Tel: (416) 476-8195 Email: gadair@agblp.com <i>Lawyers for Margaret Ellen Jank</i>
AND TO:	OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA 151 Yonge Street, 4 th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	ATTORNEY GENERAL OF CANADA Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	MINISTER OF FINANCE Legal Services Branch Revenue Collections Branch – Insolvency Unit 33 King Street West, 6th Floor Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca

AND TO:	<p>CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6</p> <p>Pat Confalone Tel: (416) 954-6514 Email: pat.confalone@cra-arc.gc.ca</p>
AND TO:	<p>MINISTRY OF THE ATTORNEY GENERAL Civil Law Division, Legal Services Branch Ministry of Public and Business Service Delivery and Procurement 77 Grenville St., 8th Floor Toronto, ON M5S 1B3</p> <p>Debra Eveleigh (LSO# 55816D) Tel: (437) 881-9557 Email: debra.eveleigh@ontario.ca</p> <p><i>Lawyer for the Director of Titles for the Province of Ontario</i></p>
AND TO:	<p>THE ADVOCACY CENTRE FOR THE ELDERLY (ACE) 55 University Avenue, Suite 1500 Toronto, ON M5J 2H7</p> <p>Bethanie Pascutto (LSO# 78098F) Email: bethanie.pascutto@ace.clcj.ca</p> <p><i>Lawyers for Lyle Auton</i></p>

AND TO:	<p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON, Canada M5K 0A1</p> <p>Kenneth Kraft (LSO # 31919P) Tel: (416) 863-4374 Email: kenneth.kraft@dentons.com</p> <p>Renée Brosseau (LSO# 47074B) Tel: (416) 863-4650 Email: renee.brosseau@dentons.com</p> <p>Sara-Ann Wilson (LSO # 56016C) Tel: (416) 863-4402 Email: sara.wilson@dentons.com</p> <p>Oliver Flis (LSO # 87232S) Tel: (416) 863-4536 Email: oliver.flis@dentons.com</p> <p><i>Lawyer for Stewart Title Guaranty Company & FCT Insurance Company Ltd.</i></p>
AND TO:	<p>STEWART TITLE GUARANTY COMPANY Royal Bank Plaza – North Tower 200 Bay Street, Suite 1600 Toronto, ON M5J 2J2</p> <p>Mario Giovane Tel: (416) 855-3312 Email: mario.giovane@stewart.com</p>
AND TO:	<p>FCT INSURANCE COMPANY LTD. 2235 Sheridan Garden Drive Oakville, ON L6J 7Y5</p> <p>Rachelle Hepburn Tel: (905) 287-3024 Email: rhepburn@fct.ca</p>

AND TO:	<p>BURNS ASSOCIATES PROFESSIONAL CORPORATION 21 King St, W, Suite 305, Hamilton, ON, L8P 4W7</p> <p>A. Douglas Burns (LSO# 14111I) Tel: (905) 522-1381 Email: burns@adburnslaw.ca</p> <p><i>Lawyer for Barry William Hirschberger and Lisa Marie Hirschberger</i></p>
AND TO:	<p>BURNS ASSOCIATES PROFESSIONAL CORPORATION 21 King St, W, Suite 305, Hamilton, ON, L8P 4W7</p> <p>A. Douglas Burns (LSO# 14111I) Tel: (905) 522-1381 Email: burns@adburnslaw.ca</p> <p><i>Lawyer for Lynda Sharon Talmage</i></p>
AND TO:	<p>LOWES, SALMON, GADBOIS & CLARKE Dutton Professional Centre 500 Dutton Drive Waterloo ON N2L 4C6</p> <p>Steven D. Gadbois (LSO# 34090L) Tel: (519) 884-0800 ext. 225 Email: sgadbois@watlaw.ca</p> <p><i>Lawyer for Adrian Van Dijk</i></p>
AND TO:	<p>NELSON, WATSON PROFESSIONAL CORPORATION Barristers, Solicitors & Notaries 412 Laird Road, Suite 102 Guelph, Ontario N1G 3X7</p> <p>David Bernstein (LSO# 65419P) Tel: (519) 821-9610 Email: dbernstein@nelwat.com</p> <p><i>Lawyer for Barbara Burton, Gillian Frances Burton, and Deborah Anne Burton</i></p>

AND TO:	NELSON, WATSON PROFESSIONAL CORPORATION Barristers, Solicitors & Notaries 412 Laird Road, Suite 102 Guelph, Ontario N1G 3X7 David Bernstein (LSO# 65419P) Tel: (519) 821-9610 Email: dbernstein@nelwat.com <i>Lawyer for the Estate of Cindy Hunter-Parkhill</i>
AND TO:	ADAIR LITIGATION First Canadian Place 100 King St W, Suite 5700 Toronto, Ontario M5X 1C7 Geoffrey Adair (LSO# 11419F) Tel: (416) 476-8195 Email: gadair@adairlitigation.com <i>Lawyer for Phyllis Nola Hinds</i>
AND TO:	2420315 ONTARIO INC. & NUSRAT BHUYAN 69 Fenwood Heights Scarborough, ON M1M 2W1 Email: sharmin9110@gmail.com
AND TO:	THISAAN SIVANATHAN & RIO VIJENTHIRA 135 Ben Sinclair Avenue East Gwillimbury, ON L0G 1R0 Email: thisaan.r@hotmail.com

AND TO:	<p>KESTENBERG LITIGATION LLP 2300 Yonge St. Suite 1600 Toronto, Ontario M4P 1E4</p> <p>Michael Kestenberg (LSO# 16005H) Tel: 416-549-8077 Email: michael@kestenberglitigation.com</p> <p>Beverly Jusko (LSO# 31122C) Tel: 416-549-8077 Email: beverly@kestenberglitigation.com</p> <p><i>Counsel for Danielle Harrison</i></p>
AND TO:	<p>DEWART GLEASON LLP 102-366 Adelaide St. West Suite 102 Toronto ON M5V1R9</p> <p>Andrea Vitopoulos (LSO# 75745N) Tel: 416.583.5716 Email: avitopoulos@dgllp.ca</p> <p>Danika So (LSO# 79801S) Tel: 416.583.5749 Email: dso@dgllp.ca</p> <p><i>Counsel for Stephen Price</i></p>
AND TO:	<p>GARDINER ROBERTS LLP 22 Adelaide St. W. Toronto, ON M5H 4E3</p> <p>Kevin Mooibroek (LSO# 83144Q) Tel: 416-865-8259 Email: kmooibroek@grllp.com</p> <p>James Cook (LSO# 48484M) Tel: 416-865-6628 Email: jcook@grllp.com</p> <p><i>Counsel for Simon Morris</i></p>

AND TO:	<p>SOLOMON ROSS FISCHOFF LAWYERS Madison Centre 4950 Yonge Street Suite 1008 North York, ON M2N 6K1</p> <p>Solomon Ross Fischhoff (LSO# 54571G) Tel: 647-348-1818 Email: ross@smartlitigation.ca</p> <p><i>Counsel for Extend Financial Ltd.</i></p>
AND TO:	<p>KEN WISE AND ASSOCIATES 290 Hounslow Ave North York, ON M2N 2B8</p> <p>Ken Wise (LSO# 20825R) Tel: 647-288-5531 Email: ken@kenwiseandassociates.ca</p> <p><i>Counsel for Aid Al-Musri</i></p>
AND TO:	<p>JOEL KELMAN 9225 Bathurst Street Richmond Hill, ON L4C 6C2</p> <p>Joel Kelman Email: joelkelman@gmail.com</p> <p><i>Interested party</i></p>
AND TO:	<p>OLUWASEUN ITUNU OLOWOLAFE AND OLOWOLAFE LAW P.C. 16 McAdam Ave Unit 1 North York, ON M6A 0B9</p> <p>Seun Olowolafe Email: seun@olowolafelaw.com</p> <p><i>Interested parties</i></p>

AND TO:	<p>MARZEL LAW 1-24 Stadacona Drive Toronto, ON M6A 1Y6</p> <p>Ron Marzel (LSO # 41732M) Email: ron@marzel-law.ca</p> <p><i>Counsel for 13273261 Canada Inc.</i></p>
	<p>SIMPLY GROUP OF COMPANIES 2225 Sheppard Avenue East, Suite 800 Toronto, ON M2J 5C2</p> <p>Oscar Strawczynski (LSO# 52695P) Email: oscar.strawczynski@mysimplygroup.com (oscar@oslaw.ca)</p> <p><i>Counsel for Snap Home Finance Corp.</i></p>
AND TO:	<p>FORBES CHOCHLA LEON LLP 400 University Ave, Suite 2001 Toronto, ON M5G 1S5</p> <p>Kim T. Duong (LSO# 52512Q) Email: kduong@fcl-law.com</p> <p>Erin Hoops (LSO# 74601G) Email: ehoops@fcl-law.com</p> <p><i>Counsel for Joel Kelman, Eid Almusri and The Mortgage Maven Inc.</i></p>
AND TO:	<p>LEGAL FOCUS LLP 1357 Ottawa Street Windsor, ON N8X 2E9</p> <p>Eric Florjancic (LSO# 71791B) Email: eric@legalfocus.ca</p> <p><i>Counsel for Financeit Canada Inc.</i></p>

AND TO:	<p>ANAS AYYOUB 3219 Yonge Street, Unit 115 Toronto, ON M4N 2L3</p> <p>Anas Ayyoub Email: info@canadachoicecapital.ca</p> <p><i>Interested party</i></p>
----------------	--

EMAIL SERVICE LIST

rkennedy@tgf.ca; धारलंद@tgf.ca; djalili@tgf.ca; dberlach@sblegal.ca;
ngoldstein@ksvadvisory.com; mvininsky@ksvadvisory.com; ttrifunovic@ksvadvisory.com;
renglish@airdberlis.com; mspence@airdberlis.com; bchung@airdberlis.com; jh@friedmans.ca;
sergiy@equitylinemic.com; sergiy@equitylinemic.com; sergiy@equitylinemic.com;
sergiy@equitylinemic.com; sergiy@equitylinemic.com; bruce.darlington@dlapiper.com;
tudor.carsten@dlapiper.com; cristina.fulop@ca.dlapiper.com; tony@alaw.ca;
glenn@glenncohenlaw.ca; terry@terrywalman.com; gadair@agbllp.com; [osbservice-
bsfservice@ised-isde.gc.ca](mailto:osbservice-
bsfservice@ised-isde.gc.ca); AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca;
insolvency.unit@ontario.ca; pat.confalone@cra-arc.gc.ca;
debra.eveleigh@ontario.ca; bethanie.pascutto@ace.clcj.ca; kenneth.kraft@dentons.com;
renee.brosseau@dentons.com; sara.wilson@dentons.com; oliver.flis@dentons.com;
mario.giovane@stewart.com; rhepburn@fct.ca; rdas@byldlaw.com; burns@adburnslaw.ca;
burns@adburnslaw.ca; sgadbois@watlaw.ca; dbernstein@nelwat.com; dbernstein@nelwat.com;
gadair@adairlitigation.com; sharmin9110@gmail.com;
[thisaan.r@hotmail.com](mailto>thisaan.r@hotmail.com); michael@kestenberglitigation.com; beverly@kestenberglitigation.com;
avitopoulos@dgllp.ca; dso@dgllp.ca; kmooibroek@grllp.com; jcook@grllp.com;
ross@smartlitigation.ca; ken@kenwiseandassociates.ca; joelkelman@gmail.com;
seun@olowolafelaw.com; ron@marzel-law.ca; oscar.strawczynski@mysimplygroup.com;
oscar@oslaw.ca; kduong@fcl-law.com; ehoops@fcl-law.com; eric@legalfocus.ca;
info@canadachoicecapital.ca;

INDEX

Tab	Document	Page No.
1	Notice of Cross-Motion dated April 7, 2026	18
2	Affidavit of John Tracy sworn April 7, 2026	29
A	Exhibit “A”: Parcel registers in respect of the five (5) Real Properties	43
B	Exhibit “B”: Five (5) Charges	66
C	Exhibit “C”: FCT policy	80
D	Exhibit “D”: Transfers of Charge, registered on November 18, 2024 in respect of four (4) of the Charges	86
E	Exhibit “E”: Summary of the pleadings provided to FCT in respect of the Charges subject to claims filed by Equitable Bank and the Receiver	98
F	Exhibit “F”: January 18, 2026 email from Dentons and initial proposed protocol	103
G	Exhibit “G”: Email from Tony Antoniou, dated February 12, 2016 and revised protocol	112
H	Exhibit “H”: March 11, 2026 email from TGF and revised draft protocol	117
I	Exhibit “I”: Dentons letter dated March 19, 2026	157
J	Exhibit “J”: Blackline of the version of the FCT protocol provided to the Receiver on February 12, 2026	161
3	Draft Order	167

Tab 1

Court File No. CV-24-00721560-00CL

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

**IN THE MATTER OF THE RECEIVERSHIP OF EQUITYLINE
SPV LIMITED PARTNERSHIP**

B E T W E E N:

EQUITABLE BANK

Applicant

- and -

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

NOTICE OF CROSS-MOTION

FCT Insurance Company Ltd. (“FCT”), will make a cross-motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on April 30, 2026 at 10:00 a.m., or as soon after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING: The motion is to be heard

- In writing under subrule 37.12.1 (1) because it is (*insert one of* on consent, unopposed *or* made without notice);
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- By video conference.

at the following location

330 University Ave, Toronto, Ontario.

THE CROSS-MOTION IS FOR:

1. An Order, substantially in the form attached as **Tab 3** to FCT's Motion Record, providing the following relief, among other things:
 - (a) approving FCT's mortgage adjudication protocol attached as Schedule "A" hereto (the "**FCT Protocol**") for the adjudication of claims of fraud in the Protocol Proceedings (as set out in the Draft Order), and granting certain related administrative relief;
 - (b) directing KSV Restructuring Inc., in its capacity as receiver (the "**Receiver**") and the named Insured under the Policies (defined below), to carry out its obligations as set forth in the FCT Protocol;
 - (c) costs of the motion in favour of FCT on a substantial indemnity scale and in the alternative on a partial indemnity scale; and
 - (d) such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THIS MOTION ARE:

1. FCT opposes the Receiver's proposed mortgage adjudication protocol (the "**Receiver Protocol**") and seeks Court approval of the FCT Protocol attached as **Schedule "A"**.
2. FCT supports an expedited mortgage adjudication process within this receivership. However, such process cannot come at the expense of FCT's substantive rights, which is what the Receiver Protocol purports to do.

Background

3. FCT provides, among other things, title insurance to mortgage lenders.
4. In 2022, FCT issued seven lender title insurance policies (the "**Policies**") to Computershare Trust Company of Canada ("**Computershare**") in respect of charges (the "**Charges**") registered against seven residential properties in Ontario.

5. Pursuant to the Order of the Court dated July 30, 2024 (the “**Appointment Order**”), the Receiver was appointed over all the assets, undertakings and properties (the “**Property**”) of Equityline SPV Limited Partnership (“**Equityline LP**”).
6. On December 9, 2025, Sergiy Shchavyelyev, the principal of Equityline LP, was charged with criminal offences in relation to at least some of his mortgage procurement activities.

The Insured

7. Pursuant to paragraph 4 of the Appointment Order, all right, title and interest in the Property held by Computershare was transferred and assigned to the Receiver.
8. Pursuant to transfers of charge registered on November 18, 2024, four of the Charges for which FCT issued Policies were transferred from Computershare to the Receiver (the “**Transferred Charges**”). The remaining charge, registered over 22 Lord Roberts Drive, Scarborough, Ontario, is currently held by Equityline SPV GP Inc., and it is unclear how the Receiver has authority to deal with this mortgage.
9. As a result of the terms of the Appointment Order and the Transfers of Charge, the Receiver is the legal title owner of the Transferred Charges, the title custodian and an “Insured” as defined under the Policies.

Fraud Allegations

10. Prior to the Appointment Order, Computershare commenced actions against each of the mortgagors under the Charges, amongst others.
11. The mortgagors under five of the Charges, including the Transferred Charges, have alleged in pleadings or directly to the Receiver that the mortgages are fraudulent.
12. Equitable Bank and the Receiver filed title insurance claims in respect of the five Charges that are subject to fraud allegations.
13. As a result of the stay of proceedings, the fraud claims were stayed upon the Receiver’s appointment.

Mortgage Adjudication Protocol

14. FCT supports the procedural consolidation of the mortgagors' fraud claims into the receivership and a summary adjudication process.
15. As the Insured, the Receiver has obligations pursuant to the Policies, including a duty to cooperate. These obligations exist as a matter of contract and are not dependent on a mortgage adjudication protocol.
16. Under the Policies, provided certain conditions are met, FCT has a duty to defend title and the right to assume carriage and control of the litigation.
17. The Receiver Protocol:
 - (a) is materially inconsistent with the terms of the Policies and the Receiver's obligations as an Insured;
 - (b) seeks to amend the terms of the Policies without FCT's consent;
 - (c) dispenses with FCT's unqualified right under the Policies to assume and control the defence of the mortgagors' claims;
 - (d) creates a process that is insufficient to trigger FCT's duty to defend under the terms of the Policies;
 - (e) restricts FCT's rights in respect of coverage determinations;
 - (f) grants overbroad discretion to the Receiver that contradicts the Receiver's contractual duty to cooperate with FCT;
 - (g) absolves the Receiver from any act or omission in carrying out its duties in the receivership proceedings; and
 - (h) requires the title insurers to waive any right to dispute coverage based on the conduct, acts or omissions of Equityline LP and Sergiy Shchavyelyev.

18. The Receiver, as both Insured and title holder, is in an inherent conflict of interest in determining which parties receive documentation and in seeking carriage and control of the litigation.
19. To the extent the Receiver Protocol seeks to rewrite the terms of the Policies and waive existing liabilities or omissions of Equityline LP, its principals, and the Receiver, this Court has no jurisdiction to approve it.
20. The Receiver cannot claim the benefit of coverage under the Policies while absolving itself and Equityline LP of their obligations thereunder.
21. The FCT Protocol provides a summary litigation process for adjudicating fraud claims while preserving all parties' rights. It allows for procedural efficiency through consents to amend pleadings and orders to continue, fulsome documentary evidence and cross-examinations, mandatory mediation to explore settlement, and a summary trial process.
22. Accordingly, FCT requests approval of the FCT Protocol.

Other Grounds

23. Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
24. Rules 1.04, 1.05, 2.01, 2.03, 11.02, 13.1.02(1), 16.04, 26.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.
25. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

26. the Affidavit of John Tracy, sworn April 7, 2026;
27. the Affidavit of Brendan Smith, sworn May 31, 2024, previously filed in Equitable Bank's Application Record; and

28. such further and other materials as counsel may advise and this Honourable Court may permit.

April 7, 2026

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1
Renée Brosseau (LSO # 47074B)
Tel: 416-863-4650
renee.brosseau@dentons.com

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

Sara-Ann Wilson (LSO # 56016C)
Tel: 416-863-4402
sara.wilson@dentons.com

*Lawyers for Stewart Title Guaranty Company
and FCT Insurance Company Ltd.*

TO: SERVICE LIST

Schedule "A"

FCT Protocol

Revised Protocol - 7 April 2026

#	Item	Process Point	Timeline
1	Document Disclosure – Policy Obligation	Insured Mortgagee/Receiver to provide all relevant documents to title insurers in accordance with the applicable title insurance policies.	ASAP
2	Transfer Orders	Insured Mortgagee/Receiver to obtain orders to transfer all litigation matters to the Commercial List	April 30, 2026
3.	Orders to Continue	Insured Mortgagee/Receiver to obtain orders to continue transferring all litigation matters	April 30, 2026
4	Exchange of Affidavits of Documents	Insured Mortgagee/Receiver, Mortgagor and named parties in pleadings (the “Parties”) to exchange affidavits of documents (“AOD”). Usual production requirements pursuant to Rules 29 and 30 apply.	Within 30 days of court approval of the protocol.
5.	Amendment(s) to Pleadings	Parties to amend pleadings on consent following the receipt of the AOD	Within 30 days of the receipt of the AOD
6.	Supplemental AOD	Contingent on amendments to pleadings	Within 20 days of the receipt of Amended Pleadings, if any.
7.	Mortgagor Affidavits	Provide outline of their position	Within 20 days of the later of the receipt of the (a) AOD (b) Amended Pleadings (c) Supplemental AOD.
8	Examinations for Discovery on AODs	Examinations to be completed. Examinations not to exceed 7-hour time limit under Rule 31.05.1.	At the election of the Parties, examinations can occur before or after mandatory mediation.
9	Mandatory Mediation	Parties to attend mediation with a designated mediator (the “Mediator”) who specializes in title fraud matters.	The Mediator will provide dates
10	Summary Trial (Commercial List)	If mediation unsuccessful, matter to be heard by designated trier of fact in summary trial.	Scheduled by Commercial List. <ul style="list-style-type: none"> Parties to attend case conference with trier of fact to establish protocol for hearing, including exchange of affidavits and expert reports as the case may be, and cross-examination on affidavits before trier of fact using summary trial procedures.

Revised Protocol - 7 April 2026

#	Item	Process Point	Timeline
			<ul style="list-style-type: none"> The summary trial procedures will be approved by the trier of fact and include the use of affidavits as the evidence-in-chief with cross-examinations on the affidavits to test credibility, intent, knowledge, inconsistencies, etc.
11	Appeal	Parties may exercise appeal rights under <i>Courts of Justice Act</i> and <i>Rules of Civil Procedure</i>	

EQUITABLE BANK
Applicant

-and-

EQUITYLINE SPV LIMITED PARTNERSHIP
Respondent

ONTARIO

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

PROCEEDING COMMENCED AT TORONTO

NOTICE OF CROSS-MOTION

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

Renée Brosseau (LSO # 47074B)
Tel: 416-863-4650

renee.brosseau@dentons.com

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: 416-863-4402

sara.wilson@dentons.com

*Lawyers for Stewart Title Guaranty Company and
FCT Insurance Company Ltd.*

Tab 2

Court File No. CV-24-00721560-00CL

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

**IN THE MATTER OF THE RECEIVERSHIP OF EQUITYLINE
SPV LIMITED PARTNERSHIP**

B E T W E E N:

EQUITABLE BANK

Applicant

- and -

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

**AFFIDAVIT OF JOHN TRACY
(sworn April 7, 2026)**

I, John Tracy, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am Senior Legal Counsel, Claims at FCT Insurance Company Limited (“FCT”) and have access to and have reviewed the books and records of FCT maintained in the ordinary course of business. I have twenty-one (21) years of experience as claims counsel at FCT.
2. The facts set out herein are based on my personal knowledge where stated, and otherwise on information obtained from my review of those books and records and from information provided to me in the course of my duties. Where facts are not within my personal knowledge, they are stated on information and belief, and I believe them to be true.

3. I swear this affidavit in response to the motion brought by KSV Restructuring Inc., in its capacity as receiver (the “**Receiver**”), for approval of the Receiver’s mortgage adjudication protocol (the “**Receiver Protocol**”) and in support of FCT’s cross-motion for an Order approving the mortgage adjudication protocol attached as Schedule “A” to FCT’s Notice of Motion, dated April 7, 2026 (the “**FCT Protocol**”).

4. In principle, FCT supports a process that would resolve mortgage adjudication within this receivership proceeding on an expedited basis. However, such process cannot come at the expense of FCT’s substantive rights, which is what the Receiver Protocol purports to do.

5. FCT provides, among other things, title insurance to mortgage lenders.

The Policies and Charges

6. In 2022, with respect to the matters issue, FCT issued seven lender title insurance policies (the “**Policies**”) to Computershare Trust Company of Canada (“**Computershare**”) in respect of charges (the “**Charges**”) registered against seven residential properties in Ontario. The Policies are substantively identical in terms.

7. The Policies were issued to Computershare as the named insured (the “**Insured**”), as defined in Section 1(b) of the Policies.

8. Five of the Charges are potentially subject to insurance claims. These Charges are registered against the following properties:

Real Property Address	PIN	Mortgagor
22 Lord Roberts Drive, Scarborough, Ontario (“ Lord Roberts Property ”)	06348-0288 (LT)	Lyle Auton & Sheila Wright

99 Kalmar Avenue, Scarborough, Ontario	06462-0161 (LT)	Barbara Burton
7044 Leeming Street, Niagara Falls, Ontario	64420-0051 (LT)	Cindy Hunter
123 Southmoor Drive, Kitchener, Ontario	22491-0180 (LT)	Barry & Lisa Hirschberger
30 Cherrywood Avenue, Toronto, Ontario	10469-0145 (LT)	Phyllis Hinds

9. Attached hereto as **Exhibit “A”** are copies of the parcel registers for the five properties. Attached hereto as **Exhibit “B”** are copies of the five Charges that are subject to claims submitted by Aird & Berlis on behalf of the Receiver and Equitable Bank.

10. As the Policies are substantially identical, attached hereto as **Exhibit “C”** is a copy of one of the Policies, which has been redacted to preserve confidential information.

11. I have reviewed copies of Transfers of Charge (“**Transfers**”), registered on November 18, 2024, which are attached hereto as **Exhibit “D”**. Pursuant to the Transfers, four of the Charges were transferred from Computershare to the Receiver. The parcel register for the Lord Roberts Property shows that the charge remains in the name of Equityline SPV GP Inc.

12. As a result of the Transfers, the Receiver is now an Insured under four of the Policies. By email, dated February 10, 2026, counsel to the Receiver advised that the Receiver agreed that it is an Insured under each of the Policies.¹

13. As an Insured, the Receiver has obligations pursuant to the Policies, including a duty to cooperate. These obligations exist as a matter of contract and are not dependent on a mortgage

¹ A copy of the February 10, 2026 email is attached as Appendix “G” to the Supplement to the Fourth Report of the Receiver, dated March 30, 2026 [Fourth Supplemental Report].

adjudication protocol. Compliance with the terms of the Policies is essential for an Insured to maintain coverage. If an Insured does not comply with its obligations under the Policies, it risks an adverse coverage decision.

Mortgagor Fraud Allegations

14. I have reviewed the pleadings issued in relation to the five Charges and note:
- (a) prior to the appointment of the Receiver, Computershare commenced mortgage enforcement actions against each of the mortgagors under the Charges, amongst others;
 - (b) four (4) of the mortgagors under the Charges filed statements of defence, statements of defence and counterclaim, and/or statements of claim alleging the Charges are fraudulent, among other things; and
 - (c) one (1) of the mortgagors asserted fraud directly to the Receiver but has not filed any pleadings alleging such fraud.
15. Attached hereto as **Exhibit “E”** is a summary of the pleadings delivered to FCT in respect of the Charges.

Mortgage Adjudication Protocol

16. FCT supports both the procedural consolidation of the mortgagors’ claims into the receivership and a summary process for adjudicating these matters.

17. FCT first learned of the Receiver's intention to seek approval of a mortgage adjudication protocol when it was served with the Receiver's motion record on January 5, 2026. The Receiver did not consult with FCT regarding its proposed protocol before serving its materials.

18. It was FCT's understanding that, pursuant to the Order, dated July 30, 2024, (the "**Appointment Order**"), the fraud claims were stayed. Accordingly, FCT took no further steps in respect of these claims.

19. I am not aware of any steps taken by the Receiver from the date of the Appointment Order to January 2026 to resolve the fraud claims, except in respect of the Jank Mortgage (as defined in the Receiver's Fourth Report, dated January 5, 2026), which is not an FCT-insured Charge.

20. After the adjournment of the Receiver's motion returnable on January 13, 2026, FCT, through its counsel Dentons Canada LLP ("**Dentons**"), attempted to arrive at a mutually agreeable mortgage adjudication protocol with the Receiver. By email dated January 18, 2026, Dentons provided an initial draft protocol to counsel to the Receiver, Thornton Grout Finnigan LLP ("**TGF**"). A copy of the January 18, 2026 email and initial proposed protocol is attached hereto as **Exhibit "F"**.

21. In response to concerns raised by the Receiver, by email dated February 12, 2026, Dentons and counsel for TitlePlus (Antoniou Law) provided a revised protocol to the Receiver's insurance counsel. A copy of the February 12, 2026 email and revised protocol is attached hereto as **Exhibit "G"**.

22. Almost a full month later, by email dated March 11, 2026, counsel to the Receiver responded with a substantially revised protocol. A copy of the March 11, 2026 email and revised

draft protocol is attached hereto as **Exhibit “H”**. The terms of this version appear similar to the Receiver Protocol in the Receiver’s March 30, 2026 Motion Record; however, the Receiver has not provided a blackline showing the incremental changes, if any.

23. Upon reviewing the Receiver’s revised protocol, it was immediately apparent that it was materially inconsistent with the terms of the Policies and the Receiver’s obligations as an Insured. FCT is particularly concerned with provisions that purport to limit FCT’s right to have carriage and control of the litigation and strip FCT of its rights in respect of coverage determinations.

24. By letter, dated March 19, 2026, Dentons wrote to TGF detailing its concerns with the revised protocol. A copy of the March 19, 2026 letter is attached hereto as **Exhibit “I”**.

25. I have reviewed the terms of the Receiver Protocol attached as Appendix “M” to the Fourth Report. FCT opposes the approval of the Receiver Protocol for the following reasons.

(A) Insurer’s Duty to Defend

26. Pursuant to the Policies, provided certain conditions are met, FCT (defined as the Company in the Policies) has both a duty to defend title and the right to have carriage and control of the litigation in respect of same.

27. Section 4 of the Policies provides, among other things, as follows:

- (a) Upon written request by the Insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company at its own cost and without unreasonable delay, shall provide for the defence of an Insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy...

- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured.
[Emphasis added]

28. The Receiver Protocol contemplates the initiation of claims via a “Notice of Claim” with the Objecting Mortgagors filing a “response” and affidavits in order to substantiate their claim. This process is, (i) insufficient to trigger FCT’s duty to defend under the terms of the Policies, and (ii) duplicative of the existing statements of claim and counterclaims that have been issued by certain of the Objecting Mortgagors (as defined in the Fourth Report).

29. Furthermore, the Receiver Protocol seeks to amend the terms of the Policies without FCT’s consent and unilaterally dispense with FCT’s right under the Policies to assume and control the defence of the mortgagors’ claims.

30. In this regard, the terms of the Receiver Protocol provide as follows:

- (a) paragraph 36 states that unless the relevant title insurer delivers a “Waiver” the Receiver will have carriage and control of the litigation, “including final authority over all legal positions taken in connection therewith”;
- (b) paragraph 37 provides that where a title insurer delivers a “Waiver”, the Receiver may decline to permit the insurer to assume carriage and control “where the Receiver, in its sole discretion acting reasonably, determines that a conflict exists between the conduct of the Summary Trial and the fiduciary duties owed by the Receiver to the stakeholders of EquityLine”; and

- (c) paragraph 38 states that, at any time after a title insurer has assumed carriage and control of the litigation, that the Receiver “in its sole discretion” may “resume carriage and control” and “any such resumption of carriage and control by the Receiver shall not constitute a breach of any obligation owed to the relevant title insurer and shall not, in whole or in part, form the basis for any denial, limitation or reservation of coverage under any applicable title insurance policy.”

31. The terms of the Policies do not contain any conditions on the right of FCT as insurer to defend title and assume carriage and control of the litigation in respect of same. In my view, it is impossible to reconcile the terms of the Receiver Protocol with the rights and duties of FCT under the Policies. The Receiver Protocol puts the title insurers in an untenable position of denying them the ability to defend title and limit their exposure, while also stripping them of the ability to dispute coverage as a result of the attendant breaches of the Policies.

(B) Insured’s Duty of Cooperation

32. Pursuant to the Policies, the Receiver as an Insured has a duty to cooperate with FCT in defending title and conducting the litigation. Upon request of FCT, the Insured is required to assist with obtaining and providing all evidence to FCT.

33. Section 4(d) of the Policies provides, among other things, as follows:

Whenever requested by the Company, the Insured, at the Company’s expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the Insured Mortgage, as insured. If the Company is prejudiced by the failure of the Insured to furnish the required co-operation, the Company’s obligations to the

Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such co-operation. [Emphasis added]

34. Section 5 of the Policies provides, among other things, as follows:

In addition, the Insured Claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, letters, ledgers, cheques, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, letters, ledgers, cheques, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim. [Emphasis added]

35. The terms of the Receiver Protocol at paragraph 17 state that the Receiver determines, “in its sole discretion” which “Interested Parties” are entitled to and will receive the evidence filed by the mortgagors. This is directly contrary to the Receiver’s duties of cooperation under the Policies as the Insured which require the Insured to provide “all reasonable aid” in securing evidence, and produce all “records, books, letters, ledgers, cheques, correspondence and memoranda”... “which reasonably pertain to the loss or damage.” There is no provision in the Policies which permit the Insured to gatekeep what information is provided to FCT as insurer and doing so would undermine the ability of FCT to properly defend title.

36. The Policies provide that if there is prejudice to FCT arising from the Insured's failure to cooperate then FCT's obligations under the Policies shall terminate.

(C) Title Insurer "Waiver"

37. The Receiver Protocol includes the concept of a "Waiver" pursuant to which any title insurer that wishes to assume carriage and control of the litigation inexplicably "waives any right to deny, limit, restrict or otherwise dispute coverage under any applicable title insurance policy issued in respect of the Impugned Mortgage on the basis of, arising from, or in connection with the conduct, acts or omissions of EquityLine or its general partner, EquityLine GP Inc., Sergiy Shchavyelyev, or any of EquityLine's past or present, directors, officers or employees."

38. As detailed above, FCT has the right under the Policies to have carriage and control of the litigation in respect of the claims of fraud. The concept of the Waiver, whereby FCT is required to waive its rights under the Policies in order to exercise its rights under the Policies, is irreconcilable with the clear terms of the Policies.

39. Furthermore, Sergiy Schavyelyev was charged with criminal offences in relation to at least some of his mortgage procurement activities.² It is inequitable for the Receiver in such context to seek a waiver from FCT related to conduct in which he engaged in personally or the company that he managed.

² A copy of the press release (York Regional Police), dated March 6, 2026, is attached to the Fourth Supplemental Report at Appendix "P".

(D) Restriction on Coverage Disputes

40. Paragraph 10 of the Receiver Protocol limits the title insurer's rights under the title insurance policies to dispute coverage for reasons relating to acts or omissions of the Receiver. FCT does not consent to any purported unilateral amendment of the Policies and its rights under the Policies, and at law, to potentially deny coverage as a result of the actions or omissions of the Receiver. The Receiver has filed claims under the Policies and seeks to benefit from same. To benefit from the Policies must mean being subject to the Policies in their entirety. FCT opposes any attempt by the Receiver to absolve itself of its obligations under the Policies and at law nor can the Receiver purport to make any decisions regarding the validity of the Charges given that it is an Insured.

(E) Coverage Disputes

41. In the normal course, coverage disputes are separate matters that do not involve the mortgagors. The outcome of such disputes do not impact the mortgagors or the determination of their fraud claims. The Receiver Protocol seeks to impose on the title insurers a truncated process for potential coverage disputes, and without justification attempts to limit the evidence that can be put before the Court to determine same. In the event coverage is disputed, FCT is open to discussing an appropriate timetable for the adjudication of any such disputes with the Receiver and its counsel.

The FCT Protocol

42. The FCT Protocol contemplates a summary litigation process for the adjudication of the claims of fraud. It provides for procedural efficiency through consents to amend pleadings and

orders to continue as well as fulsome documentary evidence and cross-examinations. It also provides for mandatory mediation to provide the parties with the opportunity to explore settlement as well as a summary trial process.

43. A number of litigation steps have previously been taken by the mortgagors in respect of these matters. Rather than duplicate the work that has already been done, which would presumably require further expense on the part of the mortgagors, the FCT Protocol streamlines the existing litigation, and consolidates the matters on the Commercial List within the receivership proceedings.

44. A blackline of the version of the FCT Protocol provided to the Receiver on February 12, 2026 is attached hereto as **Exhibit “J”**.

45. From FCT’s perspective, the approval of the Receiver Protocol would set an alarming precedent whereby title insurance policies can be unilaterally rewritten and disregarded within the context of insolvency proceedings.

46. Accordingly, FCT opposes the approval of the Receiver Protocol and requests approval of the FCT Protocol.

47. I make this affidavit in support of FCT’s request for the relief requested herein and for no other or improper purpose.

SWORN by John Tracy before me via video teleconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely, in the City of Toronto in the Province of Ontario this 7th day of April, 2026.



Signed by:
Oliver Flis
2D6E2BFA12994D8...

Commissioner for Taking Affidavits
(or as may be)

Oliver Flis (LSO # 87232S)

Signed by:
John Tracy
A7AEA02E49754F2...

JOHN TRACY

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:

Oliver Flis

2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.

LAND
REGISTRY
OFFICE #66

06348-0288 (LT)

PAGE 1 OF 4
PREPARED FOR Rennie01
ON 2026/02/03 AT 10:27:29

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

PROPERTY DESCRIPTION: PARCEL 91-1, SECTION M680 LT 91 PLAN M680 S/T LT592772 SCARBOROUGH , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1993/11/29

OWNERS' NAMES

AUTON, LYLE

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1993/11/29 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/11/29**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1993/11/17 **</p>						
LT592772	1955/09/01	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	C
A173533	1965/08/18	NOTICE				C
A256117	1968/12/03	BYLAW				C
A621238	1977/05/31	TRANSFER		*** COMPLETELY DELETED ***	STEVANOVSKI, NOVAK STEVANOVSKI, MILICA	
C531929	1988/12/28	CHARGE		*** COMPLETELY DELETED ***	KALAJDIOVSKI, CVETKO KALAJDIOVSKI, MILANKA	
C909912	1994/08/19	APL OF SURV-CHRG		*** COMPLETELY DELETED *** KALAJDIOVSKI, MILANKA		
<p>CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'APL OF SURV-LAND' TO 'APL OF SURV-CHRG' ON 2006/03/29 BY FIROZ BHANJI.</p>						
C909913	1994/08/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** KALAJDIOVSKI, MILANKA		
<p>REMARKS: RE: C531929</p>						
C993911	1996/03/12	TRANSFER		*** COMPLETELY DELETED *** STEVANOVSKI, NOVAK STEVANOVSKI, MILICA	STEVANOVSKI, MILICA	
AT660482	2004/11/19	CHARGE		*** COMPLETELY DELETED *** STEVANOVSKI, MILICA	ROYAL BANK OF CANADA	
AT1080001	2006/03/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		

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.

LAND
REGISTRY
OFFICE #66

06348-0288 (LT)

PAGE 2 OF 4
PREPARED FOR Rennie01
ON 2026/02/03 AT 10:27:29

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
		<i>REMARKS: RE: AT660482</i>					
AT1123723	2006/04/28	TRANSFER	\$339,900	STEVANOVSKI, MILICA	AUTON, LYLE WRIGHT, SHEILA	C	
AT1123724	2006/04/28	CHARGE		*** COMPLETELY DELETED *** AUTON, LYLE WRIGHT, SHEILA	THE TORONTO-DOMINION BANK		
AT2695684	2011/05/19	CHARGE		*** COMPLETELY DELETED *** AUTON, LYLE WRIGHT, SHEILA	HOME TRUST COMPANY		
AT4211256	2016/05/04	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY			
AT4364524	2016/10/05	NO SEC INTEREST		*** COMPLETELY DELETED *** SKYMARK FINANCE CORPORATION			
AT4653134	2017/08/14	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY			
AT4759028	2017/12/13	CHARGE		*** COMPLETELY DELETED *** AUTON, LYLE WRIGHT, SHEILA	HOME EQUITY MORTGAGE CORPORATION		
AT4761526	2017/12/15	POSTPONEMENT		*** COMPLETELY DELETED *** HOME TRUST COMPANY	HOME EQUITY MORTGAGE CORPORATION		
		<i>REMARKS: AT4211256 TO AT4759028</i>					
AT4761527	2017/12/15	POSTPONEMENT		*** COMPLETELY DELETED *** SKYMARK FINANCE CORPORATION	HOME EQUITY MORTGAGE CORPORATION		
		<i>REMARKS: AT4364524 TO AT4759028</i>					
AT4761528	2017/12/15	POSTPONEMENT		*** COMPLETELY DELETED *** HOME TRUST COMPANY	HOME EQUITY MORTGAGE CORPORATION		
		<i>REMARKS: AT4653134 TO AT4759028</i>					
AT4779829	2018/01/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK			
		<i>REMARKS: AT1123724.</i>					
AT4802715	2018/02/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY			
		<i>REMARKS: AT2695684.</i>					

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.

LAND
REGISTRY
OFFICE #66

06348-0288 (LT)

PAGE 3 OF 4
PREPARED FOR Rennie01
ON 2026/02/03 AT 10:27:29

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4826248	2018/03/22	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY <i>REMARKS: DELETED BY A.KINSEY ON 2023/06/26 AT4653134/AT6184703</i>		
AT5029935	2018/12/11	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY <i>REMARKS: ASSIGNED BY AT4211256</i>		
AT5708422	2021/04/16	CHARGE		*** COMPLETELY DELETED *** AUTON, LYLE WRIGHT, SHEILA	BANKRIGHT FINANCIAL LTD.	
AT6065678	2022/05/03	CHARGE		*** COMPLETELY DELETED *** AUTON, LYLE WRIGHT, SHEILA	ALTERNATIVE LENDING GROUP INC.	
AT6068103	2022/05/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANKRIGHT FINANCIAL LTD. <i>REMARKS: AT5708422.</i>		
AT6100421	2022/06/07	DISCHARGE INTEREST		*** COMPLETELY DELETED *** SKYMARK FINANCE CORPORATION <i>REMARKS: AT4364524.</i>		
AT6111518	2022/06/21	CHARGE	\$940,000	AUTON, LYLE WRIGHT, SHEILA	COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT6111523	2022/06/21	NO ASSGN RENT GEN		WRIGHT, SHEILA AUTON, LYLE <i>REMARKS: AT6111518.</i>	COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT6112130	2022/06/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** ALTERNATIVE LENDING GROUP INC. <i>REMARKS: AT6065678.</i>		
AT6184703	2022/09/19	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC. <i>REMARKS: AT4653134.</i>		
AT6200024	2022/10/11	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA <i>REMARKS: AT6111518.</i>	EQUITYLINE SPV GP INC.	C
AT6200032	2022/10/11	TRANSFER OF CHARGE		EQUITYLINE SPV GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	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.

LAND
REGISTRY
OFFICE #66

06348-0288 (LT)

PAGE 4 OF 4
PREPARED FOR Rennie01
ON 2026/02/03 AT 10:27:29

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6214695	2022/11/01	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CROWN CREST CAPITAL MANAGEMENT CORP.		
AT6369029	2023/07/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME EQUITY MORTGAGE CORPORATION		
AT6379258	2023/07/20	LIEN	\$20,619	HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
AT6533326	2024/03/19	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA	EQUITYLINE SPV GP INC.	C
AT6600850	2024/06/24	APL OF SURV-LAND		WRIGHT, SHEILA	AUTON, LYLE	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.

LAND
REGISTRY
OFFICE #66

06462-0161 (LT)

PAGE 1 OF 3
PREPARED FOR amccormick
ON 2026/02/03 AT 11:29:25

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

PROPERTY DESCRIPTION: LT 167 PL 1812 SCARBOROUGH; TORONTO , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2000/11/27

OWNERS' NAMES

BURTON, GILLIAN FRANCES
BURTON, DEBORAH ANNE

CAPACITY SHARE

TRST
TRST

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/11/24 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** 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.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2000/11/27 **</p>						
CA351917	1995/06/23	TRANSFER		*** COMPLETELY DELETED ***	BURTON, WAYNE BURTON, BARBARA	
CA351918	1995/06/23	CHARGE		*** COMPLETELY DELETED ***	THE PRUDENTIAL INSURANCE CO. OF AMERICA	
TR1012	1997/03/21	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	LONDON LIFE INSURANCE COMPANY	
REMARKS: RE TB869187 MULTIPLE ASSGMT (AMENDED 98/07/03 BY MM)						
CA689365	2000/09/22	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***	MCAP SERVICE CORPORATION	
REMARKS: CA351918						
AT5212450	2019/08/15	APL OF SURV-LAND		*** COMPLETELY DELETED *** BURTON, WAYNE	BURTON, BARBARA	
AT5435447	2020/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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

LAND
REGISTRY
OFFICE #66

06462-0161 (LT)

PAGE 2 OF 3
PREPARED FOR amccormick
ON 2026/02/03 AT 11:29:25

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				MCAP SERVICE CORPORATION		
	<i>REMARKS: CA351918.</i>					
AT5709470	2021/04/19	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
AT5783191	2021/06/30	NO SEC INTEREST		*** COMPLETELY DELETED *** 2703429 ONTARIO INC.		
AT5788714	2021/07/06	CHARGE		*** COMPLETELY DELETED *** BURTON, BARBARA	CANADA'S CHOICE INVESTMENTS INC. ALLEGHE MORTGAGE FUND LTD.	
AT5818212	2021/07/30	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
	<i>REMARKS: AT5709470.</i>					
AT5883970	2021/10/14	NO SEC INTEREST		*** COMPLETELY DELETED *** 2703429 ONTARIO INC.		
	<i>REMARKS: AT5783191</i>					
AT5884983	2021/10/15	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
AT5898235	2021/10/29	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
AT5917929	2021/11/23	NO SEC INTEREST		*** COMPLETELY DELETED *** TWENTY-FIRST FINANCIAL INC.		
AT6061821	2022/04/29	CHARGE	\$625,000	BURTON, BARBARA	COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT6061834	2022/04/29	NO ASSGN RENT GEN		BURTON, BARBARA	COMPUTERSHARE TRUST COMPANY OF CANADA	C
	<i>REMARKS: NOTICE TO BE DELETED UPON DELETION OF AT6061821</i>					
AT6064077	2022/05/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA'S CHOICE INVESTMENTS INC. ALLEGHE MORTGAGE FUND LTD.		
	<i>REMARKS: AT5788714.</i>					
AT6074516	2022/05/10	DISCHARGE INTEREST		*** COMPLETELY DELETED *** TWENTY-FIRST FINANCIAL INC.		
	<i>REMARKS: AT5917929.</i>					
AT6121651	2022/07/04	DISCHARGE INTEREST		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

06462-0161 (LT)

PREPARED FOR amccormick
ON 2026/02/03 AT 11:29:25

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT6150587	2022/08/04	TRANSFER		2799953 ONTARIO INC BURTON, BARBARA	BURTON, GILLIAN FRANCES BURTON, DEBORAH ANNE	C
AT6199035	2022/10/07	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA	EQUITYLINE SPV GP INC.	C
AT6199045	2022/10/07	TRANSFER OF CHARGE		EQUITYLINE SPV GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT6267497	2023/01/23	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 13273261 CANADA INC.		
AT6700521	2024/11/18	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA	KSV RESTRUCTURING INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF EQUITYLINE SPV LIMITED PARTNERSHIP	C
AT6757740	2025/02/13	NO ASSGN RENT GEN		COMPUTERSHARE TRUST COMPANY OF CANADA	KSV RESTRUCTURING 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.

LAND
REGISTRY
OFFICE #59

64420-0051 (LT)

PAGE 1 OF 3
PREPARED FOR amccormick
ON 2026/02/03 AT 11:30:48

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

PROPERTY DESCRIPTION: LT 20 PL 55 STAMFORD ; NIAGARA FALLS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1999/06/21

OWNERS' NAMES

HUNTER, CINDY

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1999/06/21 ON THIS PIN**			
		WAS REPLACED WITH THE	"PIN CREATION DATE" OF 1999/06/21			
		** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1999/06/18 **			
		**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: 1999/06/21 **			
RO674614	1994/07/13	TRANSFER		*** COMPLETELY DELETED ***	HUNTER, JEAN HUNTER, RICHARD BYROM	
RO748328	1998/06/25	NOTICE OF LEASE		*** COMPLETELY DELETED ***	THE CONSUMERS' GAS COMPANY LTD.	
		REMARKS: CHATTELS				
SN154419	2007/02/28	TRANSMISSION-LAND		*** COMPLETELY DELETED *** HUNTER, JEAN HUNTER, RICHARD BYROM	HUNTER, CINDY HUNTER, RICHARD BYROM-ESTATE	
SN160698	2007/04/27	TRANS PERSONAL REP		HUNTER, CINDY	HUNTER, CINDY	C
SN508459	2017/04/27	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		

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.

LAND
REGISTRY
OFFICE #59

64420-0051 (LT)

PAGE 2 OF 3
PREPARED FOR amccormick
ON 2026/02/03 AT 11:30:48

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN622740	2020/03/11	NO SEC INTEREST		*** COMPLETELY DELETED *** SUMMITT HOME SERVICES GP INC. SUMMITT HOME SERVICES LP		
SN639584	2020/08/27	CHARGE		*** COMPLETELY DELETED *** HUNTER, CINDY	2748204 ONTARIO INC.	
SN640441	2020/09/01	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 2748204 ONTARIO INC.	ALLEGHE MORTGAGE FUND LTD.	
		<i>REMARKS: SN639584.</i>				
SN640628	2020/09/02	CHARGE		*** COMPLETELY DELETED *** HUNTER, CINDY	SILVER FUND MORTGAGE INVESTMENT CORPORATION KOGAN, ALEKSANDR	
SN645309	2020/10/08	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
		<i>REMARKS: RE-ASSIGNMENT OF SN508459.</i>				
SN676758	2021/06/03	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
SN686505	2021/08/06	CHARGE		*** COMPLETELY DELETED *** HUNTER, CINDY	CANADA'S CHOICE INVESTMENTS INC. 12212382 CANADA INC.	
SN686554	2021/08/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** ALLEGHE MORTGAGE FUND LTD.		
		<i>REMARKS: SN639584.</i>				
SN686823	2021/08/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** SILVER FUND MORTGAGE INVESTMENT CORPORATION KOGAN, ALEKSANDR		
		<i>REMARKS: SN640628.</i>				
SN699219	2021/11/03	NO SEC INTEREST		*** COMPLETELY DELETED *** GRAND HVAC LEASING LTD.		
SN704938	2021/12/13	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
		<i>REMARKS: SN676758.</i>				
SN725881	2022/05/12	APL (GENERAL)		*** COMPLETELY DELETED *** ENBRIDGE GAS INC.		
		<i>REMARKS: DELETE RO748328</i>				

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.

LAND
REGISTRY
OFFICE #59

64420-0051 (LT)

PREPARED FOR amccormick
ON 2026/02/03 AT 11:30:48

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN726472	2022/05/16	CHARGE	\$415,000	HUNTER, CINDY	COMPUTERSHARE TRUST COMPANY OF CANADA	C
SN726479	2022/05/16	NO ASSGN RENT GEN <i>REMARKS: SN726472</i>		HUNTER, CINDY	COMPUTERSHARE TRUST COMPANY OF CANADA	C
SN726693	2022/05/18	DISCH OF CHARGE <i>REMARKS: SN686505.</i>		*** COMPLETELY DELETED *** CANADA'S CHOICE INVESTMENTS INC. 12212382 CANADA INC.		
SN727590	2022/05/25	DISCHARGE INTEREST <i>REMARKS: SN622740.</i>		*** COMPLETELY DELETED *** SUMMIT HOME SERVICES GP INC. SUMMIT HOME SERVICES LP		
SN742196	2022/09/15	DISCHARGE INTEREST <i>REMARKS: SN699219.</i>		*** COMPLETELY DELETED *** GRAND HVAC LEASING LTD.		
SN744932	2022/10/07	TRANSFER OF CHARGE <i>REMARKS: SN726472.</i>		COMPUTERSHARE TRUST COMPANY OF CANADA	EQUITYLINE SPV GP INC.	C
SN744933	2022/10/07	TRANSFER OF CHARGE <i>REMARKS: SN744932.</i>		EQUITYLINE SPV GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
SN748513	2022/11/10	DISCHARGE INTEREST <i>REMARKS: SN508459.</i>		*** COMPLETELY DELETED *** UTILEBILL HOME SERVICES INC.		
SN820816	2024/11/18	TRANSFER OF CHARGE <i>REMARKS: SN726472.</i>		COMPUTERSHARE TRUST COMPANY OF CANADA	KSV RESTRUCTURING INC.	C
SN829243	2025/02/13	NO ASSGN RENT GEN <i>REMARKS: SN726472</i>		COMPUTERSHARE TRUST COMPANY OF CANADA	KSV RESTRUCTURING 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.

LAND
REGISTRY
OFFICE #58

22491-0180 (LT)

PAGE 1 OF 4
PREPARED FOR amccormick
ON 2026/02/03 AT 11:32:57

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

PROPERTY DESCRIPTION: PT LT 17-18 PL 924 KITCHENER AS IN 1176449; KITCHENER

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN 876705.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 22491-0580

PIN CREATION DATE:
2003/01/27

OWNERS' NAMES
HINSCHBERGER, BARRY WILLIAM
HINSCHBERGER, LISA MARIE

CAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/01/24 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** 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.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2003/01/27 **</p>						
1555436	2002/08/30	TRANSFER	\$117,500	SOUNPHOLPHAKDY, NOUKAY SOUNPHOLPHAKDY, LA-IAD SOUNPHOLPHAKDY, VILAYSOUK	HINSCHBERGER, BARRY WILLIAM HINSCHBERGER, LISA MARIE	C
REMARKS: PLANNING ACT STATEMENTS						
1555437	2002/08/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** HINSCHBERGER, BARRY WILLIAM HINSCHBERGER, LISA MARIE	THE TORONTO-DOMINION BANK	
WR459096	2009/05/04	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA		C
REMARKS: AIRPORT ZONING REGULATIONS						
CORRECTIONS: PARTY FROM NAME:HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO DELETED ON 2022/09/10 AT 10:48 BY GRIFFIN, WANDA. PARTY FROM NAME:HER MAJESTY THE QUEEN IN RIGHT OF CANADA ADDED ON 2022/09/10 AT 10:48 BY GRIFFIN, WANDA.						
WR950075	2016/05/02	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
WR998590	2016/12/01	NO SEC INTEREST		*** COMPLETELY DELETED *** ECO ENERGY HOME SERVICES 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.

LAND
REGISTRY
OFFICE #58

22491-0180 (LT)

PAGE 2 OF 4
PREPARED FOR amccormick
ON 2026/02/03 AT 11:32:57

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR1011734	2017/02/02	NO SEC INTEREST		*** COMPLETELY DELETED *** CROWN CREST CAPITAL MANAGEMENT CORP		
WR1017846	2017/03/08	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADIAN HOME IMPROVEMENT CREDIT CORPORATION		
WR1078780	2017/11/14	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
WR1091451	2018/01/15	CHARGE		*** COMPLETELY DELETED *** HINSCHBERGER, BARRY WILLIAM HINSCHBERGER, LISA MARIE	THE TORONTO-DOMINION BANK	
WR1092082	2018/01/17	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CROWN CREST CAPITAL MANAGEMENT CORP		
		REMARKS: WR1011734.				
WR1092333	2018/01/18	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADIAN HOME IMPROVEMENT CREDIT CORPORATION		
		REMARKS: WR1017846.				
WR1094603	2018/01/30	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
		REMARKS: WR950075.				
WR1094962	2018/01/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: 1555437.				
WR1114322	2018/05/23	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
		REMARKS: WR1078780.				
WR1163289	2019/01/14	DISCHARGE INTEREST		*** COMPLETELY DELETED *** ECO ENERGY HOME SERVICES INC		
		REMARKS: WR998590.				
WR1315528	2021/02/02	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
WR1370158	2021/08/26	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
		REMARKS: WR1315528. DELETED 10/14/2022 BY DOMINIQUE-MARIE SAUBESTRE PURSUANT TO WR1315528				

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.

LAND
REGISTRY
OFFICE #58

22491-0180 (LT)

PAGE 3 OF 4
PREPARED FOR amccormick
ON 2026/02/03 AT 11:32:57

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR1390925	2021/11/15	NO SEC INTEREST		*** COMPLETELY DELETED *** GRAND HVAC LEASING LTD.		
WR1437921	2022/05/20	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
WR1442373	2022/06/07	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
WR1442374	2022/06/07	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
WR1442375	2022/06/07	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
WR1447679	2022/06/28	CHARGE	\$475,000	HINSCHBERGER, BARRY WILLIAM HINSCHBERGER, LISA MARIE	COMPUTERSHARE TRUST COMPANY OF CANADA	C
WR1447681	2022/06/28	NO ASSGN RENT GEN		HINSCHBERGER, BARRY WILLIAM HINSCHBERGER, LISA MARIE	COMPUTERSHARE TRUST COMPANY OF CANADA	C
		REMARKS: WR1447679				
WR1452707	2022/07/18	NO SEC INTEREST		*** COMPLETELY DELETED *** CONCORDE GATE FINANCIAL CORP.		
WR1453102	2022/07/20	DISCHARGE INTEREST		*** COMPLETELY DELETED *** GRAND HVAC LEASING LTD.		
		REMARKS: WR1390925.				
WR1465927	2022/09/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: WR1091451.				
WR1467111	2022/09/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 13273261 CANADA INC.		
		REMARKS: WR1315528.				
WR1467112	2022/09/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
		REMARKS: WR1437921.				
WR1467113	2022/09/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
		REMARKS: WR1442373.				

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.

LAND
REGISTRY
OFFICE #58

22491-0180 (LT)

PREPARED FOR amccormick
ON 2026/02/03 AT 11:32:57

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR1467114	2022/09/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
	REMARKS: WR1442374.					
WR1467115	2022/09/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
	REMARKS: WR1442375.					
WR1471796	2022/10/12	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA	EQUITYLINE SPV GP INC.	C
	REMARKS: WR1447679. WR1447679					
WR1471799	2022/10/12	TRANSFER OF CHARGE		EQUITYLINE SPV GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: WR1447679. WR1447681					
WR1524383	2023/08/02	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CONCORDE GATE FINANCIAL CORP.		
	REMARKS: WR1452707.					
WR1606075	2024/11/18	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA	KSV RESTRUCTURING INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF EQUITYLINE SPV LIMITED PARTNERSHIP	C
	REMARKS: WR1447679.					
WR1619893	2025/02/13	NO ASSGN RENT GEN		COMPUTERSHARE TRUST COMPANY OF CANADA	KSV RESTRUCTURING INC.	C
	REMARKS: WR1447679					

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.

LAND
REGISTRY
OFFICE #66

10469-0145 (LT)

PAGE 1 OF 4
PREPARED FOR amccormick
ON 2026/02/03 AT 11:34:01

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

PROPERTY DESCRIPTION: PCL 85-1 SEC M352; PT LT 85 W/S CHERRYWOOD AV PL M352 YORK (FORMERLY HUMEWOOD AV); COMM AT THE N ELY ANGLE OF SAID LT; THENCE SLY ALONG THE WLY LIMIT OF HUMEWOOD AV, 25 FT MORE OR LESS TO A POINT DISTANT 25 FT NLY FROM THE SE ANGLE OF SAID LT; THENCE WLY ALMOST PARALLEL WITH THE SLY LIMIT OF SAID LT, 102 FT TO THE CENTRE LINE OF THE PARTITION WALL BTN THE DOUBLE GARAGES SITUATE AT THE REAR OF SAID LT; THENCE ALONG THE SAID CENTRE LINE OF SAID PARTITION WALL BEING IN A LINE ALMOST PARALLEL TO THE SLY LIMIT OF SAID LT, 18 FT TO THE REAR OR WLY LIMIT OF SAID LT; THENCE NLY ALONG THE WLY LIMIT OF SAID LT 25 FT MORE OR LESS TO THE N WLY ANGLE OF SAID LT; THENCE ELY ALONG THE NLY LIMIT OF SAID LT 120 FT TO THE POB; T/W A ROW FOR THE USE OF THE OWNERS AND OCCUPANTS FROM TIME TO TIME OF THE DWELLING SITUATE ON THESE LANDS OVER THE MOST NLY 3 FT 6 INCHES OF THE SLY 25 FT OF SAID LT TO A DEPTH OF 102 FT FROM HUMEWOOD AV; S/T A SIMILAR ROW FOR ALL PURPOSES FOR THE USE OF THE OWNERS AND OCCUPANTS OF THE DWELLING SITUATE ON THE SLY 25 FT OF SAID LT OVER THE MOST SLY 3 FT 6 INCHES OF THE ELY 102 FT OF THESE LANDS WHICH TWO STRIPS OF LAND ARE TO FORM A COMMON SIDE DRIVEWAY FOR THE DWELLINGS ERECTED ON SAID LT 85; TORONTO , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2000/09/18

OWNERS' NAMES

HINDS, PHYLLIS NOLA

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/09/15 **						
C118292	1984/01/27	TRANSFER			HINDS, PHYLLIS NOLA	C
C879596	1994/02/23	CHARGE		*** COMPLETELY DELETED ***	SCOTIA MORTGAGE CORPORATION	
AT3560856	2014/04/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
		REMARKS: C879596.				
AT3983835	2015/08/20	NO SEC INTEREST		*** COMPLETELY DELETED *** ECO ENERGY HOME SERVICES INC		
		REMARKS: EXPIRY DATE: AUG 20 2020				
AT4544542	2017/04/25	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
AT5039137	2018/12/20	NO SEC INTEREST		*** COMPLETELY DELETED *** LENDICARE CAPITAL INC.		
AT5039269	2018/12/20	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
AT5116234	2019/04/17	NO SEC INTEREST		*** COMPLETELY DELETED *** ECOHOME FINANCIAL INC		
AT5158066	2019/06/11	DISCHARGE INTEREST		*** COMPLETELY DELETED *** ECOHOME FINANCIAL INC		
		REMARKS: AT5116234.				

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.

LAND
REGISTRY
OFFICE #66

10469-0145 (LT)

PAGE 2 OF 4
PREPARED FOR amccormick
ON 2026/02/03 AT 11:34:01

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5222055	2019/08/27	NO SEC INTEREST		*** COMPLETELY DELETED *** ECOHOME FINANCIAL INC		
AT5233036	2019/09/09	NO SEC INTEREST		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
AT5383179	2020/03/06	NO SEC INTEREST		*** COMPLETELY DELETED *** SUMMITT HOME SERVICES GP INC. SUMMITT HOME SERVICES LP		
AT5389685	2020/03/17	CHARGE		*** COMPLETELY DELETED *** HINDS, PHYLLIS NOLA	SILVER FUND MORTGAGE INVESTMENT CORPORATION	
AT5512147	2020/09/03	CHARGE		*** COMPLETELY DELETED *** HINDS, PHYLLIS NOLA	2748204 ONTARIO INC.	
AT5524737	2020/09/22	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 2748204 ONTARIO INC.	RENDA, SILVANA	
				REMARKS: AT5512147.		
AT5639804	2021/02/01	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
AT5670184	2021/03/05	CHARGE		*** COMPLETELY DELETED *** HINDS, PHYLLIS NOLA	BANKRIGHT FINANCIAL LTD.	
AT5672798	2021/03/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** RENDA, SILVANA		
				REMARKS: AT5512147.		
AT5676571	2021/03/15	DISCHARGE INTEREST		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
				REMARKS: AT5233036.		
AT5677993	2021/03/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** SILVER FUND MORTGAGE INVESTMENT CORPORATION		
				REMARKS: AT5389685.		
AT5682741	2021/03/22	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CROWN CREST CAPITAL MANAGEMENT CORP.		
				REMARKS: AT4544542.		
AT5691824	2021/03/30	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		

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.

LAND
REGISTRY
OFFICE #66

10469-0145 (LT)

PREPARED FOR amccormick
ON 2026/02/03 AT 11:34:01

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5691836	2021/03/30	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
	REMARKS: AT5639804.					
AT5704886	2021/04/14	DISCHARGE INTEREST		*** COMPLETELY DELETED *** SUMMITT HOME SERVICES GP INC. SUMMITT HOME SERVICES LP		
	REMARKS: AT5383179.					
AT5731565	2021/05/07	DISCHARGE INTEREST		*** COMPLETELY DELETED *** LEND CARE CAPITAL INC.		
	REMARKS: AT5039137.					
AT5744423	2021/05/21	CHARGE		*** COMPLETELY DELETED *** HINDS, PHYLLIS NOLA	PROMPT FINANCIAL SOLUTIONS CORPORATION	
AT5778986	2021/06/25	DISCHARGE INTEREST		*** COMPLETELY DELETED *** ECO ENERGY HOME SERVICES INC		
	REMARKS: AT3983835.					
AT5790568	2021/07/07	CHARGE	\$756,250	HINDS, PHYLLIS NOLA	HOME EQUITY MORTGAGE CORPORATION	C
AT5791285	2021/07/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
	REMARKS: AT5744423.					
AT5813096	2021/07/28	DISCHARGE INTEREST		*** COMPLETELY DELETED *** ECOHOME FINANCIAL INC		
	REMARKS: AT5222055.					
AT5837136	2021/08/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANKRIGHT FINANCIAL LTD.		
	REMARKS: AT5670184.					
AT5838224	2021/08/23	CHARGE		*** COMPLETELY DELETED *** HINDS, PHYLLIS NOLA	CANADA'S CHOICE INVESTMENTS INC. 12212382 CANADA INC.	
AT5918178	2021/11/23	NO SEC INTEREST		*** COMPLETELY DELETED *** SNAP HOME FINANCE CORP.		
AT5918179	2021/11/23	NO SEC INTEREST	\$3,873	SNAP HOME FINANCE CORP.		C
AT6084148	2022/05/20	NO SEC INTEREST		*** COMPLETELY DELETED ***		

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

LAND
REGISTRY
OFFICE #66

10469-0145 (LT)

PAGE 4 OF 4
PREPARED FOR amccormick
ON 2026/02/03 AT 11:34:01

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT6103683	2022/06/10	DISCHARGE INTEREST		CANADA'S CHOICE CAPITAL *** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
	REMARKS: AT5691824.					
AT6117681	2022/06/28	CHARGE	\$475,000	HINDS, PHYLLIS NOLA	COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT6117689	2022/06/28	NO ASSGN RENT GEN		HINDS, PHYLLIS NOLA	COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: ASSIGNS AT6117681					
AT6118323	2022/06/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA'S CHOICE INVESTMENTS INC. 12212382 CANADA INC.		
	REMARKS: AT5838224.					
AT6200370	2022/10/12	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA	EQUITYLINE SPV GP INC.	C
	REMARKS: AT6117681.					
AT6200380	2022/10/12	TRANSFER OF CHARGE		EQUITYLINE SPV GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: AT6117681. AT6117681					
AT6211506	2022/10/27	DISCHARGE INTEREST		*** COMPLETELY DELETED *** SNAP HOME FINANCE CORP.		
	REMARKS: AT5918178.					
AT6229741	2022/11/24	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADA'S CHOICE CAPITAL		
	REMARKS: AT6084148.					
AT6298791	2023/03/21	NO SEC INTEREST	\$41,140	1000300202 ONTARIO INC		C
AT6298792	2023/03/21	NO SEC INTEREST	\$41,140	1000300202 ONTARIO INC		C
AT6700522	2024/11/18	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA	KSV RESTRUCTURING INC.	C
	REMARKS: AT6117681.					
AT6757739	2025/02/13	NO ASSGN RENT GEN		COMPUTERSHARE TRUST COMPANY OF CANADA	KSV RESTRUCTURING INC.	C
	REMARKS: AT6117681					

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 "B" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:


2D6E2BFA12994D8

A Commissioner for Taking Affidavits, etc.

Properties

PIN 06348 - 0288 LT *Interest/Estate* Fee Simple
Description PARCEL 91-1, SECTION M680 LT 91 PLAN M680 S/T LT592772 SCARBOROUGH ,
 CITY OF TORONTO
Address 22 LORD ROBERTS DRIVE
 SCARBOROUGH

Chargor(s)

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

Name AUTON, LYLE
Address for Service 22 Lord Roberts Drive
 Scarborough, Ontario
 L4N 5B4

I am at least 18 years of age.

My spouse is a party to this document.

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

Name WRIGHT, SHEILA
Address for Service 22 Lord Roberts Drive
 Scarborough, Ontario
 L4N 5B4

I am at least 18 years of age.

My spouse is a party to this document.

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

Chargee(s)*Capacity**Share*

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service c/o Equityline Services Corp.
 550 Hwy 7 East
 Suite 338
 Richmond Hill, Ontario
 L4B 3Z4

Provisions

Principal \$940,000.00 *Currency* CDN
Calculation Period monthly
Balance Due Date July 1, 2023
Interest Rate 7.49%
Payments \$5,867.17
Interest Adjustment Date 2022 07 01
Payment Date 1st day of each month
First Payment Date 2022 08 01
Last Payment Date 2023 07 01
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Signed By

Haskell Hillel Nussbaum 3100 Steeles Ave W Ste 309 acting for Signed 2022 06 21
 Concord
 L4K 3R1 Chargor(s)

Tel 905-660-4404

Fax 905-660-4711

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

Submitted By

SHAPIRO LAWYERS PROFESSIONAL CORPORATION 3100 Steeles Ave W Ste 309 Concord L4K 3R1 2022 06 21

Tel 905-660-4404 Fax 905-660-4711

Fees/Taxes/Payment

Statutory Registration Fee \$66.30 Total Paid \$66.30

Properties

PIN 06462 - 0161 LT *Interest/Estate* Fee Simple
Description LT 167 PL 1812 SCARBOROUGH; TORONTO , CITY OF TORONTO
Address 99 KALMAR AV
 SCARBOROUGH

Chargor(s)

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

Name BURTON, BARBARA
Address for Service 99 Kalmar Avenue
 Toronto, ON
 M1N 3G5

I am at least 18 years of age.

I am not a spouse

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

Chargee(s)*Capacity**Share*

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service c/o Equityline Services Corp.
 550 Hwy 7 Avenue East, Suite 338
 Richmond Hill, ON
 L4B 3Z4

Provisions

Principal \$625,000.00 *Currency* CDN
Calculation Period monthly, interest only
Balance Due Date 2023/05/01
Interest Rate 7.49% per annum
Payments \$3,901.04
Interest Adjustment Date 2022 05 01
Payment Date 1st day of each month
First Payment Date 2022 06 01
Last Payment Date 2023 05 01
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Signed By

Haskell Hillel Nussbaum 3100 Steeles Ave W Ste 309 acting for Signed 2022 04 29
 Concord
 L4K 3R1
 Chargor(s)

Tel 905-660-4404

Fax 905-660-4711

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

Submitted By

SHAPIRO LAWYERS PROFESSIONAL 3100 Steeles Ave W Ste 309 2022 04 29
 CORPORATION
 Concord
 L4K 3R1

Tel 905-660-4404

Fax 905-660-4711

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
Total Paid \$66.30

File Number

Chargee Client File Number : EQUIT-010

Properties

PIN 64420 - 0051 LT Interest/Estate Fee Simple
 Description LT 20 PL 55 STAMFORD ; NIAGARA FALLS
 Address 7044 LEEMING ST
 NIAGARA FALLS

Chargor(s)

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

Name HUNTER, CINDY
 Address for Service 7044 Leeming Street
 Niagara Falls, ON
 L2G 1L3

I am at least 18 years of age.

I am not a spouse

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

Chargee(s)

Capacity

Share

Name COMPUTERSHARE TRUST COMPANY OF CANADA
 Address for Service c/o Equityline Services Corp.
 550 Hwy 7 Avenue East, Suite 338
 Richmond Hill, ON
 L4B 3Z4

Provisions

Principal \$415,000.00 Currency CDN
 Calculation Period monthly, interest only
 Balance Due Date 2023/06/01
 Interest Rate 6.99%
 Payments \$2,417.38
 Interest Adjustment Date 2022 06 01
 Payment Date 1st day of each month
 First Payment Date 2022 06 01
 Last Payment Date 2023 06 01
 Standard Charge Terms 200033
 Insurance Amount Full insurable value
 Guarantor

Signed By

Haskell Hillel Nussbaum 3100 Steeles Ave W Ste 309 acting for Signed 2022 05 16
 Concord
 L4K 3R1
 Chargor(s)

Tel 905-660-4404

Fax 905-660-4711

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

Submitted By

SHAPIRO LAWYERS PROFESSIONAL 3100 Steeles Ave W Ste 309 2022 05 16
 CORPORATION
 Concord
 L4K 3R1

Tel 905-660-4404

Fax 905-660-4711

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
 Total Paid \$66.30

Properties

PIN 22491 - 0180 LT *Interest/Estate* Fee Simple
Description PT LT 17-18 PL 924 KITCHENER AS IN 1176449; KITCHENER
Address 123 SOUTHMOOR DRIVE
 KITCHENER

Chargor(s)

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

Name HINSCHBERGER, BARRY WILLIAM
Address for Service 123 Southmoor Drive
 Kitchener, Ontario
 N2M 4M5

I am at least 18 years of age.

My spouse is a party to this document.

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

Name HINSCHBERGER, LISA MARIE
Address for Service 123 Southmoor Drive
 Kitchener, Ontario
 N2M 4M5

I am at least 18 years of age.

My spouse is a party to this document.

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

Chargee(s)*Capacity**Share*

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service c/o Equityline Services Corp.
 550 Highway 7 Avenue East
 Suite 338
 Richmond Hill, Ontario
 L4B 3Z4

Provisions

Principal \$475,000.00 *Currency* CDN
Calculation Period monthly
Balance Due Date 2023/07/01
Interest Rate 7.49%
Payments \$2,964.79
Interest Adjustment Date
Payment Date 1st day of each month
First Payment Date 2022 08 01
Last Payment Date 2023 07 01
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Signed By

Haskell Hillel Nussbaum 3100 Steeles Ave W Ste 309 acting for Signed 2022 06 28
 Concord
 L4K 3R1 Chargor(s)

Tel 905-660-4404

Fax 905-660-4711

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

Submitted By

SHAPIRO LAWYERS PROFESSIONAL
 CORPORATION

3100 Steeles Ave W Ste 309
 Concord
 L4K 3R1

2022 06 28

Submitted By

Tel 905-660-4404

Fax 905-660-4711

Fees/Taxes/Payment

Statutory Registration Fee \$66.30

Total Paid \$66.30

Properties

PIN 10469 - 0145 LT *Interest/Estate* Fee Simple

Description PCL 85-1 SEC M352; PT LT 85 W/S CHERRYWOOD AV PL M352 YORK (FORMERLY HUMEWOOD AV); COMM AT THE N ELY ANGLE OF SAID LT; THENCE SLY ALONG THE WLY LIMIT OF HUMEWOOD AV, 25 FT MORE OR LESS TO A POINT DISTANT 25 FT NLY FROM THE SE ANGLE OF SAID LT; THENCE WLY ALMOST PARALLEL WITH THE SLY LIMIT OF SAID LT, 102 FT TO THE CENTRE LINE OF THE PARTITION WALL BTN THE DOUBLE GARAGES SITUATE AT THE REAR OF SAID LT; THENCE ALONG THE SAID CENTRE LINE OF SAID PARTITION WALL BEING IN A LINE ALMOST PARALLEL TO THE SLY LIMIT OF SAID LT, 18 FT TO THE REAR OR WLY LIMIT OF SAID LT; THENCE NLY ALONG THE WLY LIMIT OF SAID LT 25 FT MORE OR LESS TO THE N WLY ANGLE OF SAID LT; THENCE ELY ALONG THE NLY LIMIT OF SAID LT 120 FT TO THE POB; T/W A ROW FOR THE USE OF THE OWNERS AND OCCUPANTS FROM TIME TO TIME OF THE DWELLING SITUATE ON THESE LANDS OVER THE MOST NLY 3 FT 6 INCHES OF THE SLY 25 FT OF SAID LT TO A DEPTH OF 102 FT FROM HUMEWOOD AV; S/T A SIMILAR ROW FOR ALL PURPOSES FOR THE USE OF THE OWNERS AND OCCUPANTS OF THE DWELLING SITUATE ON THE SLY 25 FT OF SAID LT OVER THE MOST SLY 3 FT 6 INCHES OF THE ELY 102 FT OF THESE LANDS WHICH TWO STRIPS OF LAND ARE TO FORM A COMMON SIDE DRIVEWAY FOR THE DWELLINGS ERECTED ON SAID LT 85; TORONTO , CITY OF TORONTO

Address 30 CHERRYWOOD AVE
YORK

Chargor(s)

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

Name HINDS, PHYLLIS NOLA
Address for Service 30 Cherrywood Avenue, Toronto, ON
I am at least 18 years of age.
I am not a spouse
This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service c/o Equityline Services Corp.
550 Hwy 7 East
Suite 338
Richmond Hill, Ontario
L4B 3Z4

Provisions

Principal \$475,000.00 *Currency* CDN
Calculation Period monthly
Balance Due Date 2023/07/01
Interest Rate 10.99%
Payments \$4,350.21
Interest Adjustment Date 2022 07 01
Payment Date first day of each month
First Payment Date 2022 08 01
Last Payment Date 2023 06 01
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Signed By

Haskell Hillel Nussbaum 3100 Steeles Ave W Ste 309 acting for Signed 2022 06 28
Concord Chargor(s)
L4K 3R1

Tel 905-660-4404
Fax 905-660-4711

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

Submitted By

SHAPIRO LAWYERS PROFESSIONAL CORPORATION	3100 Steeles Ave W Ste 309 Concord L4K 3R1	2022 06 28
--	--	------------

Tel 905-660-4404
Fax 905-660-4711

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:

Oliver Flis

2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.



2235 Sheridan Garden Drive, Oakville ON L6J 7Y5

BY EMAIL

Haskell Nussbaum
Barrister & Solicitor

Unit 601, 3100 Steeles Avenue West
Concord, ON
L4K 3R1

Dear Mr. Nussbaum:

Date:	June 21, 2022
To:	Haskell Nussbaum
Email:	haskell@shapirolawyers.com

AN

**Re: Computershare Trust Company of Canada Mortgage Loan to [REDACTED]
22 Lord Roberts Drive, Scarborough, Ontario, M1K 3W3
Loan Policy No. [REDACTED]
Your File Number: [REDACTED]**

Thank you for choosing FCT. We confirm receipt of your title insurance order with respect to the above transaction and enclose the Certificate of Insurance and Invoice. Please note, if you have purchased a policy for a rural property, a new septic endorsement has been included to clarify our existing septic coverages. We ask that you take a few moments to review the package and advise our office of any changes within 24 hours of receipt.

Please note that failure to remit the premium in a timely manner may result in loss of coverage. Please forward the bottom portion of your invoice and the premium to FCT, Dept. 400108, C/O PNC Bank, PO BOX 4375, Station A, Toronto, ON, M5W 0J3.

At FCT, customer service is paramount. To serve your needs most effectively we have activated a "Claims Hotline", which you can pass along to your clients. When you think a client may have a claim, they can speak directly to our experts. Our experienced claims handling team will provide them with answers and options on how to proceed. Call us at 905.287.4325/866.515.5516 (8:00 AM – 5:00 PM EST), email us at claims@fct.ca or visit us at www.fct.ca and click on "Make a Claim".

It is our pleasure to be of service to you. If you have any questions or comments, please do not hesitate to call one of our representatives from Monday to Friday 8:00 AM to 8:00 PM EST.

Yours truly,

Alexandra Naylor
Customer Service Specialist, Residential Solutions
905.287.3122 | 1.866.804.3122
customer.relations.rtis@fct.ca

t 905.287.3122 or 1.866.804.3122 | f 905.287.2403 or 1.800.705.0006



FCT is committed to protecting your client's privacy and personal information. The personal information you provide is kept confidential and is used to underwrite, assess and control risks, and issue and administer policies of title insurance. For our complete corporate Privacy Policy, please visit our website at www.fct.ca or contact our Privacy Officer at 1.800.307.0370 or privacy.inquiries@fct.ca.

Insurance by FCT Insurance Company Ltd.

® Registered Trademark of First American Financial Corporation.



CERTIFICATE OF INSURANCE
Insurance by FCT Insurance Company Ltd.

To: Computershare Trust Company of Canada

Please be advised that at the date noted below your Mortgage/Charge (Loan Reference No. [REDACTED]) was registered and insured. FCT Insurance Company Ltd. confirms that a Form 4 (04/16) Loan Policy (Ontario) has been issued in accordance with your instructions, as amended with the following particulars and such particulars shall be deemed to be Schedule A to the Policy and Schedule B Exceptions, if any, to Coverage:

Policy No. [REDACTED]
Insured: Computershare Trust Company of Canada
Policy Amount: \$850,000.00
Policy Date: June 15, 2022

(The Policy Date shall be deemed to be amended to correspond with the registration date of the insured Charge/Mortgage)

The estate or interest in the Land which is covered by the Policy:
 Fee Simple

Title to the estate or interest in the Land is held by: [REDACTED]

The insured mortgage is described as follows: First Charge/Mortgage of Land

Schedule B exceptions to coverage:
 None

The Land referred to in the Policy is described as follows:
 22 Lord Roberts Drive, Scarborough, Ontario, M1K 3W3
 P.I.N. 06348-0288 LT, Lot 91, Plan M-680, Scarborough, together with any registered easements that benefit the Land.

Extended Super Priority Lien Coverage:

Notwithstanding the provisions of Section 9(c) of the Conditions and Stipulations, the Insured's coverage under this policy against any claims or interests asserted by any agency or ministry of the Federal or Provincial Crown as having priority over the Insured Mortgage shall not terminate upon the payment in full by any person or the voluntary satisfaction or release ("Release") of the Insured Mortgage, but shall continue in favour of the Insured for a period of ten (10) years from the date of the Release of the Insured Mortgage. In the event that such a claim or interest is asserted following the Release of the Insured Mortgage, coverage under this policy will be limited to a maximum amount of Five Hundred Thousand Dollars (\$500,000.00).

FROM: **FCT Insurance Company Ltd.**
Michael F. LeBlanc, Chief Executive Officer

Gold Policy

ISSUED & UNDERWRITTEN BY
FCT Insurance Company Ltd.

Michael F. LeBlanc
Chief Executive Officer



Form 4 (04/16)
Loan Policy (Ontario)



Gold Policy

ISSUED & UNDERWRITTEN BY

FCT Insurance Company Ltd.

POLICY OF TITLE INSURANCE For Single Family Residential Loans

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FCT Insurance Company Ltd., registered to carry on the business of title insurance in Canada, with its principal office for Canada in Oakville, Ontario, herein called the Company, insures, as of Date of Policy shown in Schedule A, (or, to the extent expressly stated below, after Date of Policy), against loss or damage, not exceeding one hundred twenty-five percent (125%) of the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being held other than as stated therein;
2. Any defect in, charge, lien or encumbrance on the title;
3. Unmarketable title;
4. Lack of a right of pedestrian or vehicular access to and from the Land;
5. The invalidity or unenforceability of the Insured Mortgage upon the title;
6. The priority of any lien or encumbrance over the Insured Mortgage;
7. Lack of priority of the Insured Mortgage over:
 - (a) Any construction lien arising out of Section 78, as amended from time to time, of the Construction Lien Act; or
 - (b) Any construction lien (or the claim of priority of any construction lien over the Insured Mortgage) arising from an improvement or work related to the Land which is contracted for and commenced subsequent to Date of Policy and is not funded in whole or in part by proceeds of the indebtedness secured by the Insured Mortgage;
8. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens;
9. The invalidity or unenforceability of the Insured Mortgage upon the title based upon the usury laws of the jurisdiction where the Land is located;
10. The failure of the Land to have the municipal address shown in Schedule A;
11. The failure of the Land to contain a single family residence with the municipal address shown in Schedule A;
12. Any outstanding work orders against the Land and the failure of the Land to comply with the applicable zoning by-law and to be zoned to permit a single family residence;
13. The failure of the Land to be a lawfully created parcel according to the subdivision and part lot control provisions of the Planning Act;
14. Failure of the existing residential structure or any portion thereof, or a modification thereto or replacement thereof constructed after Date of Policy, to have been constructed with a valid building permit from the appropriate local government issuing office;
15. Any violation, variation, or adverse circumstance affecting title that would have been disclosed by an up-to-date survey, including, but not limited to, any encroachment of existing improvements located on the Land onto adjoining land and any encroachment onto the Land of existing improvements located on adjoining land, other than boundary walls or fences.
16. The inability to use the existing single family residence, any portion thereof, or any replacement thereof constructed after Date of Policy for residential purposes because that use violates any restrictions referred to in paragraph 7 of the Exclusions From Coverage.
17. Encroachment onto the Land of an improvement constructed after Date of Policy by someone other than the then owner of the estate or interest referred to in Schedule A;
18. Any existing improvements, or those constructed after Date of Policy, encroaching upon any easement or right of way referred to in paragraph 7 of the Exclusions From Coverage and the use of that easement or right of way for the purpose granted or reserved interfering with or damaging the improvements, including lawns, shrubbery and trees;
19. Any use of the Land for single family residential purposes being affected or impaired by reason of any lease, grant, exception or reservation of minerals or mineral rights referred to in paragraph 7 of the Exclusions From Coverage and damage to existing and future improvements, including lawns, shrubbery and trees resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights referred to in paragraph 7 of the Exclusions From Coverage;
20. The invalidity, unenforceability or lack of priority of the Insured Mortgage resulting from any provisions therein which provide for (i) interest on interest; (ii) changes in the rate of interest; or (iii) the addition of unpaid interest to the principal balance of the loan;
21. Forgery after Date of Policy of any assignment, release, discharge (partial or full), postponement or modification of the Insured Mortgage; or in the event the Insured has acquired the estate or interest in the manner described in Section 2(a) of the Conditions and Stipulations and has not conveyed the title, forgery of any instrument by which another claims the title has been conveyed after Date of Policy;
22. The invalidity, unenforceability or lack of priority of the Insured Mortgage as to:
 - (a) Advances made after Date of Policy pursuant to the terms of the Insured Mortgage existing at Date of Policy; and
 - (b) Advances made and/or changes in the rate of interest charged subsequent to any modification to the terms of the Insured Mortgage made after Date of Policy which are by the terms of the Insured Mortgage, as modified, secured thereby.
23. Any covenants, conditions or restrictions, appearing in the Public Records, under which the Insured Mortgage can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
24. Any violations on the Land of any enforceable covenants, conditions or restrictions appearing in the Public Records.
25. Any future violations on the Land of any existing covenants, conditions or restrictions appearing in the Public Records, occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violations result in:
 - (a) invalidity, loss of priority, or unenforceability of the Insured Mortgage; or
 - (b) loss of title to the estate or interest in the Land if the Insured acquires title in satisfaction of the indebtedness secured by the Insured Mortgage.
26. Any covenants, conditions or restrictions, appearing in the Public Records, providing for:
 - (a) a lien for liquidated damages;
 - (b) a private charge or assessment; or
 - (c) an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
27. Any adverse circumstance affecting the Land which would have been disclosed by a Local Authority Search of the Land at Date of Policy.

The Company will also pay the costs, legal fees and expenses incurred in defence of any matter insured against by the policy, but only to the extent provided in the Conditions and Stipulations.



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, legal fees or expenses which arise by reason of:

1. (a) Any law, by-law, order, code or governmental regulation (including but not limited to zoning by-laws) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection and conservation, or the effect of any violation of these laws, by-laws or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been registered in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 15 of this policy.
- (b) Any governmental power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been registered in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 15 of this policy.
2. Rights of expropriation unless notice of the exercise thereof has been registered in the Public Records at Date of Policy, but not excluding from coverage any expropriation for which notice has been given prior to Date of Policy.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not registered in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under Covered Risks 7, 14, 16, 17, 18, 19, 20, 21, 22 and 25 of this policy); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws in the Province of Ontario.
5. Invalidity or unenforceability of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon any Consumer Protection Law. This exclusion does not limit the coverage provided under Covered Risk 9 of this policy.
6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
7. Any covenants, conditions, restrictions, easements, rights of way, statutory building schemes, and regarding minerals and mineral rights, any lease, grant, exception or reservation, appearing in the Public Records. This exclusion does not limit the coverage provided under Covered Risks 16, 18, 19, 23, 24, 25 and 26 of this policy.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Consumer Protection Law": any law designed or intended to give protection to a borrower in respect of the terms and conditions of the loan including without limitation, any laws requiring disclosure of interest rates, any laws specifying a maximum rate of interest and any laws relating to unconscionability, misleading advertising or consumer protection.
- (b) "Insured": the Insured named in Schedule A. The term "Insured" also includes:
 - (i) the owner of the indebtedness secured by the Insured Mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defences as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the Land);
 - (ii) any governmental agency, or crown corporation or private corporation, which is an insurer or guarantor under an insurance contract or guarantee insuring or guaranteeing the indebtedness secured by the Insured Mortgage, or any part thereof, whether named as an Insured herein or not;
 - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
- (c) "Insured Claimant": an Insured claiming loss or damage.
- (d) "Knowledge" or "Known": actual knowledge or notice, but not knowledge or notice which may be imputed to an Insured by reason of the Public Records as defined in this policy or any other records which impart actual notice of matters affecting the Land.
- (e) "Land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the Land is insured by this policy.
- (f) "Local Authority Search": any search of local government records pertaining to the Land which would customarily be required by a solicitor or notary qualified to practice law in the province or territory where the Land is located in the normal course of a real estate transaction.
- (g) "Mortgage": mortgage, charge, trust deed, or other security instrument.
- (h) "Public Records": records established and maintained under the applicable provincial or territorial legislation dealing with the registration of title to an interest in land.
- (i) "Unmarketable title": title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the title or lender on the title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title. "Unmarketable title" is not created by matters relating only to the physical condition of the Land.

2. CONTINUATION OF INSURANCE

- (a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favour of (i) an Insured who acquires all or any part of the estate or interest in the Land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the Insured Mortgage; (ii) a transferee of the estate or interest so acquired from an Insured corporation, provided the transferee is the parent or wholly owned subsidiary of the Insured corporation and their corporate successors by operation of law and not by purchase, subject to any rights or defences the Company may have against any predecessor Insureds;
- (b) After Conveyance of Title. The coverage of this policy shall continue in force as of Date of Policy in favour of an Insured only so long as the Insured retains an estate or interest in the Land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser to the Insured, or only so long as the Insured shall have liability by reason of the covenants implied by the Land Registration Reform Act, or covenants contained in the terms of the Mortgage made by the Insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favour of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an indebtedness secured by a purchase money mortgage given to the Insured.
- (c) Amount of Insurance: The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:
 - (i) One hundred twenty-five percent (125%) of the Amount of Insurance stated in Schedule A; or
 - (ii) The amount of the principal of the indebtedness secured by the Insured Mortgage, at the time of acquisition of the estate or interest, interest thereon, expenses of foreclosure, amounts advanced pursuant to the Insured Mortgage to assure compliance with laws or to protect the Insured Mortgage prior to the time of acquisition of the estate or interest in the Land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an Insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the Insured Mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or Insured Mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company then as to the Insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required provided, however, that failure to notify the Company shall in no case prejudice the rights of any Insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENCE AND PROSECUTION OF ACTIONS, DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) Upon written request by the Insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company at its own cost and without unreasonable delay, shall provide for the defence of an Insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defence of those causes of action which allege matters not insured against by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or filed a defence as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defence of any action or proceeding, the Insured shall secure to the Company the right to so prosecute or provide defence in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the Insured Mortgage, as insured. If the Company is prejudiced by the failure of the Insured to furnish the required co-operation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such co-operation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the Insured Claimant shall be furnished to the Company within 90 days after the Insured Claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Insured Claimant to provide the required proof of loss or damage, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the Insured Claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, letters, ledgers, cheques, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, letters, ledgers, cheques, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following options:

- (a) To Pay or Tender Payment of One Hundred Twenty-Five percent (125%) of the Amount of Insurance or to Purchase the Indebtedness.
 - (i) to pay or tender payment of one hundred twenty five percent (125%) of the amount of insurance under this policy together with any costs, legal fees and expenses incurred by the Insured Claimant, which were authorized by the Company up to the time of payment or tender of payment and which the Company is obligated to pay; or
 - (ii) to purchase the indebtedness secured by the Insured Mortgage for the amount owing thereon together with any costs, legal fees and expenses incurred by the Insured Claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the Insured Mortgage, together with any collateral security, to the Company upon payment thereof.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the Insured under this policy, other than to make the payment required in those paragraphs shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy, together with any costs, legal fees and expenses incurred by the Insured Claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, legal fees and expenses incurred by the Insured Claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) One Hundred twenty-five percent (125%) of the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;
- (ii) the amount of the unpaid principal indebtedness as defined in 2 (c) (ii) secured by the Insured Mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or
- (iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy; provided, however, that this Section 7(a)(iii) shall not apply when the defect, lien, encumbrance or other matter insured against by this policy results in a total failure of the Insured Mortgage to attach to the insured estate or interest.

(b) In the event the Insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, legal fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

- (a) If the Company establishes good and marketable title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or otherwise establishes the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to any Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- (d) The Company shall not be liable for:
 - (i) any indebtedness created subsequent to Date of Policy except for advances covered under Covered Risk 22 and those made to protect the Insured Mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or
 - (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land which at Date of Policy were secured by the Insured Mortgage and which the Insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, legal fees and expenses, shall reduce the amount of the insurance accordingly. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce accordingly the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the Insured Mortgage.
- (b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the Insured Mortgage, or any voluntary partial satisfaction or release of the Insured Mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance accordingly. The amount of insurance may thereafter be increased by accruing interest and advances made pursuant to the terms of the Insured Mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than one hundred twenty-five percent (125%) of the Amount of Insurance stated in Schedule A.
- (c) Payment in full by any person or the voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2(a) and Section 9(b) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE

If the Insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the Insured Mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS

- (a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all rights of subrogation shall vest in the Company unaffected by any act of the Insured Claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Insured Claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the Insured Claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall be subrogated to all rights and remedies of the Insured Claimant after the Insured Claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the Insured Mortgage, provided the priority of the Insured Mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the Insured Mortgage or release any collateral security for the indebtedness.

When the acts permitted by the preceding paragraph occur and the Insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the Insured Mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-Insured obligors shall exist and shall include, without limitation, the rights of the Insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(b)(i) of these Conditions and Stipulations) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an Insured under this policy, notwithstanding Section 1(b)(i) of these Conditions and Stipulations.

13. ARBITRATION

Unless prohibited by applicable law, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include but are not limited to any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance of the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy shall be binding upon the parties. The award may include legal fees. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the Province of Ontario shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the Insured Mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.
- (c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 2235 Sheridan Garden Drive Oakville, Ontario, L6J 7Y5.

17. COMPLIANCE WITH PROCEEDS OF CRIME AND ANTI-TERRORIST FINANCING LEGISLATION

The Company shall not be deemed to provide coverage and shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Company to any penalty, prohibition or restriction under United Nations resolutions or trade or economic sanctions, or under the laws or regulations of Canada or the United States of America.

® Registered Trademark of First American Financial Corporation.

© 2016 FCT Insurance Company Ltd.

*Controlled Substance Endorsement
Canada (08/2011)
Loan Policy*

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. [REDACTED]

Issued by

FCT INSURANCE COMPANY LTD.

2235 Sheridan Garden Drive,

Oakville, Ontario

L6J 7Y5

Telephone: (905) 287-1000 or 1-800-307-0370

The Company insures against actual loss or damage, not to exceed the lesser of ten percent (10%) of the Amount of Insurance stated in Schedule A or Fifty Thousand Dollars (\$50,000.00), sustained or incurred by the Insured by reason of:

- (a) the Insured being forced by a governmental authority to remove or remedy the structures located on the Land, or any part of them, because they have been used, either before or after the Date of Policy, for the purposes of the production of a controlled substance, as defined in the Controlled Drugs and Substances Act, as amended from time to time;
 - (b) any charges incurred for the reconnection of utilities to the Land, including charges for past use of utilities, as long as those charges relate to the use of the property for the production of a controlled substance;
 - (c) the costs of compliance with any law, by-law, order, code or governmental regulation providing for the prevention and abatement of properties being used for the production of a controlled substance being added to the municipal tax bill for the Land and forming a lien in priority to the Insured Mortgage;
- or
- (d) any governmental act or regulation dealing with proceeds of crime preventing or delaying the Insured from enforcing its security in the Land.

All payments under this endorsement, except payments made for costs, legal fees and expenses, shall reduce the Amount of Insurance stated in Schedule A accordingly.

The Company will not pay loss or damage, costs, legal fees or expenses which arise after the Date of Policy as described in Paragraph (a) herein if the Insured had knowledge as at the Date of Policy that the Insured Mortgage was securing a property not being occupied by the borrower.

For the purposes of a claim submitted pursuant to the coverage provided by this endorsement, if the Insured has insurance with another insurer which would apply in the absence of this Policy, the coverage provided by this endorsement shall apply only as excess insurance over such other insurance.

For the purposes of a claim submitted pursuant to the coverage provided by this endorsement, the definition of "Insured" contained in the Policy shall not include those parties described in Section 1(b)(ii) of the Stipulations and Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

FCT INSURANCE COMPANY LTD.

By:



Michael F. LeBlanc, Chief Executive Officer

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:

Oliver Flis

2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.

LRO # 80 **Transfer Of Charge**

Registered as AT6700521 on 2024 11 18 at 15:32

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

yyyy mm dd Page 1 of 2

Properties

PIN 06462 - 0161 LT

Description LT 167 PL 1812 SCARBOROUGH; TORONTO , CITY OF TORONTO

Address 99 KALMAR AV
SCARBOROUGH**Source Instruments**

Registration No.	Date	Type of Instrument
AT6061821	2022 04 29	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service c/o Equityline Services Corp.
550 Hwy 7 Ave. E., Suite 338
Richmond Hill ON L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Transferee(s)

Capacity

Share

Name KSV RESTRUCTURING INC., IN ITS CAPACITY AS
COURT APPOINTED RECEIVER AND MANAGER OF
EQUITYLINE SPV LIMITED PARTNERSHIP
Address for Service 220 Bay Street, Suite 1300, PO Box 20
Toronto ON M5J 2W4

Statements

The chargee transfers the selected charge for \$2.00

This document relates to registration number(s)AT6061821, AT6061834, AT6199035, AT6199045

Signed By

Susan Yan Pei Li	100 King Street West, Suite 6000 Toronto M5X1E2	acting for Transferor(s)	Signed	2024 11 18
------------------	--	-----------------------------	--------	------------

Tel 416-365-3500

Fax 416-365-7886

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

Kelley Jean Smith	181 Bay St., Suite 1800 Toronto M5J 2T9	acting for Transferee(s)	Signed	2024 11 18
-------------------	---	-----------------------------	--------	------------

Tel 416-863-1500

Fax 416-863-1515

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

Submitted By

AIRD & BERLIS LLP	181 Bay St., Suite 1800 Toronto M5J 2T9	2024 11 18
-------------------	---	------------

Tel 416-863-1500

Fax 416-863-1515

Fees/Taxes/Payment

Statutory Registration Fee \$70.90

Total Paid \$70.90

File Number

Transferor Client File Number : 075332-00044

Transferee Client File Number : 075332-00044

Properties

PIN 64420 - 0051 LT

Description LT 20 PL 55 STAMFORD ; NIAGARA FALLS

Address 7044 LEEMING ST
NIAGARA FALLS

Source Instruments

Registration No.	Date	Type of Instrument
SN726472	2022 05 16	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service c/o Equityline Services Corp.
550 Hwy 7 Ave. E., Suite 338
Richmond Hill ON L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
---------------	----------	-------

Name	KSV RESTRUCTURING INC.	
Address for Service	220 Bay Street, Suite 1300, PO Box 20 Toronto ON M5J 2W4	

Statements

The chargee transfers the selected charge for \$2.00

Schedule: The Transferee is KSV Restructuring Inc., in its capacity as Court Appointed Receiver and Manager of EquityLine SPV Limited Partnership, pursuant to Court Order CV-24-00721560-00CL dated July 30, 2024 (the "Court Order") which is in full force and effect.

I Mario Pedro solicitor make the following law statement The Transferee is authorized by the Court Order which is still in full force and effect.

This document relates to registration number(s)SN726472, SN726479, SN744932, SN744933

Signed By

Susan Yan Pei Li	100 King Street West, Suite 6000 Toronto M5X1E2	acting for Transferor(s)	First Signed	2024 11 18
------------------	---	-----------------------------	-----------------	------------

Tel 416-365-3500

Fax 416-365-7886

Bruce Eric Darlington	333 Bay Street, Suite 5100 Toronto M5H 2R2	acting for Transferor(s)	Last Signed	2025 01 21
-----------------------	--	-----------------------------	----------------	------------

Tel 416-365-3500

Fax 416-365-7886

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

Kelley Jean Smith	181 Bay St., Suite 1800 Toronto M5J 2T9	acting for Transferee(s)	First Signed	2024 11 18
-------------------	---	-----------------------------	-----------------	------------

Tel 416-863-1500

Fax 416-863-1515

Mario Pedro	181 Bay St., Suite 1800 Toronto M5J 2T9	acting for Transferee(s)	Last Signed	2025 01 20
-------------	---	-----------------------------	----------------	------------

Tel 416-863-1500

Fax 416-863-1515

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

Submitted By

AIRD & BERLIS LLP 181 Bay St., Suite 1800 2025 01 22
Toronto
M5J 2T9

Tel 416-863-1500

Fax 416-863-1515

Fees/Taxes/Payment

Statutory Registration Fee \$70.90

Total Paid \$70.90

File Number

Transferor Client File Number : 075332-00044

Transferee Client File Number : 075332-00044

Properties

PIN 22491 - 0180 LT
Description PT LT 17-18 PL 924 KITCHENER AS IN 1176449; KITCHENER
Address 123 SOUTHMOOR DRIVE
 KITCHENER

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
WR1447679	2022 06 28	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service c/o Equityline Services Corp.
 550 Hwy 7 Ave. E., Suite 338
 Richmond Hill ON L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)	<i>Capacity</i>	<i>Share</i>
----------------------	-----------------	--------------

Name KSV RESTRUCTURING INC., IN ITS CAPACITY AS
 COURT APPOINTED RECEIVER AND MANAGER OF
 EQUITYLINE SPV LIMITED PARTNERSHIP
Address for Service 220 Bay Street, Suite 1300, PO Box 20
 Toronto ON M5J 2W4

Statements

The chargee transfers the selected charge for \$2.00
 This document relates to registration number(s)WR1447679, WR1447681, WR1471796, WR1471799

Signed By

Susan Yan Pei Li	100 King Street West, Suite 6000 Toronto M5X1E2	acting for Transferor(s)	Signed	2024 11 18
------------------	---	-----------------------------	--------	------------

Tel 416-365-3500
 Fax 416-365-7886

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

Kelley Jean Smith	181 Bay St., Suite 1800 Toronto M5J 2T9	acting for Transferee(s)	Signed	2024 11 18
-------------------	---	-----------------------------	--------	------------

Tel 416-863-1500
 Fax 416-863-1515

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

Submitted By

AIRD & BERLIS LLP	181 Bay St., Suite 1800 Toronto M5J 2T9	2024 11 18
-------------------	---	------------

Tel 416-863-1500
 Fax 416-863-1515

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$70.90
<i>Total Paid</i>	\$70.90

File Number

Transferor Client File Number : 075332-00044

Transferee Client File Number : 075332-00044

Properties

PIN 10469 - 0145 LT

Description PCL 85-1 SEC M352; PT LT 85 W/S CHERRYWOOD AV PL M352 YORK (FORMERLY HUMEWOOD AV); COMM AT THE N ELY ANGLE OF SAID LT; THENCE SLY ALONG THE WLY LIMIT OF HUMEWOOD AV, 25 FT MORE OR LESS TO A POINT DISTANT 25 FT NLY FROM THE SE ANGLE OF SAID LT; THENCE WLY ALMOST PARALLEL WITH THE SLY LIMIT OF SAID LT, 102 FT TO THE CENTRE LINE OF THE PARTITION WALL BTN THE DOUBLE GARAGES SITUATE AT THE REAR OF SAID LT; THENCE ALONG THE SAID CENTRE LINE OF SAID PARTITION WALL BEING IN A LINE ALMOST PARALLEL TO THE SLY LIMIT OF SAID LT, 18 FT TO THE REAR OR WLY LIMIT OF SAID LT; THENCE NLY ALONG THE WLY LIMIT OF SAID LT 25 FT MORE OR LESS TO THE N WLY ANGLE OF SAID LT; THENCE ELY ALONG THE NLY LIMIT OF SAID LT 120 FT TO THE POB; T/W A ROW FOR THE USE OF THE OWNERS AND OCCUPANTS FROM TIME TO TIME OF THE DWELLING SITUATE ON THESE LANDS OVER THE MOST NLY 3 FT 6 INCHES OF THE SLY 25 FT OF SAID LT TO A DEPTH OF 102 FT FROM HUMEWOOD AV; S/T A SIMILAR ROW FOR ALL PURPOSES FOR THE USE OF THE OWNERS AND OCCUPANTS OF THE DWELLING SITUATE ON THE SLY 25 FT OF SAID LT OVER THE MOST SLY 3 FT 6 INCHES OF THE ELY 102 FT OF THESE LANDS WHICH TWO STRIPS OF LAND ARE TO FORM A COMMON SIDE DRIVEWAY FOR THE DWELLINGS ERECTED ON SAID LT 85; TORONTO , CITY OF TORONTO

Address 30 CHERRYWOOD AVE
YORK

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
AT6117681	2022 06 28	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service c/o Equityline Services Corp.
550 Hwy 7 Ave. E., Suite 338
Richmond Hill ON L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
----------------------	-----------------	--------------

<i>Name</i> KSV RESTRUCTURING INC.		
<i>Address for Service</i> 220 Bay Street, Suite 1300, PO Box 20 Toronto ON M5J 2W4		

Statements

The chargee transfers the selected charge for \$2.00

Schedule: The Transferee is KSV Restructuring Inc., in its capacity as Court appointed Receiver and Manager of Equityline SPV Limited Partnership

This document relates to registration number(s)AT6117681, AT6117689, AT6200370, AT6200380

Signed By

Susan Yan Pei Li	100 King Street West, Suite 6000 Toronto M5X1E2	acting for Transferor(s)	First Signed	2024 11 18
------------------	---	-----------------------------	-----------------	------------

Tel 416-365-3500
Fax 416-365-7886

Rose Meffe	333 Bay Street, Suite 5100 Toronto M5H 2R2	acting for Transferor(s)	Last Signed	2024 11 27
------------	--	-----------------------------	----------------	------------

Tel 416-365-3500
Fax 416-365-7886

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

Kelley Jean Smith	181 Bay St., Suite 1800 Toronto	acting for Transferee(s)	First	2024 11 18
-------------------	------------------------------------	-----------------------------	-------	------------

Signed By

M5J 2T9

Signed

Tel 416-863-1500

Fax 416-863-1515

Kelley Jean Smith

181 Bay St., Suite 1800
Toronto
M5J 2T9

acting for
Transferee(s)

Last 2024 11 27
Signed

Tel 416-863-1500

Fax 416-863-1515

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

Submitted By

DLA Piper (Canada) LLP

100 King Street West, Suite 6000
Toronto
M5X1E2

2024 11 27

Tel 416-365-3500

Fax 416-365-7886

Fees/Taxes/Payment

Statutory Registration Fee \$70.90

Total Paid \$70.90

File Number

Transferor Client File Number : 075332-00044

Transferee Client File Number : 075332-00044

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:


2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.

First Canadian Title re EquityLine Pleadings Summary

No.	Document Description	Filed by	Date
Computer Share Trust Company of Canada v Barbara Burton, Gillian Frances Burton, and Deborah Anne Burton (“Burton Action”) CV-23-00695067-0000			
1.	Statement of Claim	Computershare Trust Company of Canada	February 21, 2023
2.	Notice of Intent to Defend	Deborah Anne Burton, Barbara Burton and Gillian Frances Burton	March 6, 2023
3.	Affidavit of Service – Notice of Intent to Defend	Deborah Anne Burton, Barbara Burton and Gillian Frances Burton	March 6, 2023
4.	Statement of Defence and Counterclaim	Deborah Anne Burton, Barbara Burton and Gillian Frances Burton	March 30, 2023
5.	Affidavit of Service – Statement of Defence and Counterclaim	Deborah Anne Burton, Barbara Burton and Gillian Frances Burton	March 30, 2023
6.	Notice of Change of Solicitor	Computershare Trust Company of Canada	April 15, 2024
7.	Affidavit of Service – Notice of Change of Solicitor	Computershare Trust Company of Canada	April 15, 2024
Computershare Trust Company of Canada v Phyllis Nola Hinds (“Hinds Action”) CV-23-00704595-0000			
1.	Statement of Claim	Computershare Trust Company of Canada	August 17, 2023
2.	Notice of Intent to Defend	Phyllis Nola Hinds	August 24, 2023
3.	Affidavit of Service – Notice of Intent to Defend	Phyllis Nola Hinds	August 24, 2023
4.	Statement of Defence and Counterclaim	Phyllis Nola Hinds	November 6, 2023
5.	Affidavit of Service – Statement of Defence and Counterclaim	Phyllis Nola Hinds	November 6, 2023
6.	Reply and Defence to Counterclaim	Computershare Trust Company of Canada	March 20, 2024
7.	Affidavit of Service – Reply and Defence to Counterclaim	Computershare Trust Company of Canada	March 20, 2024
8.	Notice of Change of Solicitor	Computershare Trust Company of Canada	April 18, 2024
9.	Lawyer’s Certificate of Service – Notice of Change of Solicitors	Computershare Trust Company of Canada	April 18, 2024

Computershare Trust Company of Canada v Barry William Hirschberger and Lisa Marie Hirschberger (“Hirschberger Action”) CV-22-00080355-0000, CV-22-00080355-00A1			
1.	Statement of Claim	Computershare Trust Company of Canada	December 13, 2022
2.	Statement of Defence	Bary William Hirschberger, Lisa Marie Hirschberger	January 16, 2023
3.	Third Party Claim	Bary William Hirschberger, Lisa Marie Hirschberger	January 26, 2023
4.	Notice of Change of Solicitor	Computershare Trust Company of Canada	February 9, 2023
5.	Lawyer’s Certificate of Service – Notice of Change of Solicitors	Computershare Trust Company of Canada	February 9, 2023
6.	Demand for Particulars	Computershare Trust Company of Canada	June 9, 2023
7.	Request to Inspect	Computershare Trust Company of Canada	June 9, 2023
8.	Reply	Computershare Trust Company of Canada	November 14, 2023
Computershare Trust Company of Canada v Auton Lyle and Sheila Wright (“Auton Action”) CV-22-00691651-0000			
1.	Statement of Claim	Computershare Trust Company of Canada	December 14, 2022
2.	Requisition for Default Judgment	Computershare Trust Company of Canada	February 9, 2024
3.	Default Judgment	Computershare Trust Company of Canada	February 9, 2024
4.	Affidavit of Service – Statement of Claim (Auton Lyle)	Computershare Trust Company of Canada	February 9, 2024
5.	Affidavit of Service – Statement of Claim (Sheila Wright)	Computershare Trust Company of Canada	February 9, 2024
6.	Notice of Discontinuance	Computershare Trust Company of Canada	April 2, 2024
7.	Notice of Change of Solicitor	Computershare Trust Company of Canada	May 10, 2024
8.	Lawyer’s Certificate of Service – Notice of Change of Solicitors	Computershare Trust Company of Canada	May 10, 2024
Lyle Auton, by his litigation Guardian Lucas Alexander Auton v Equityline SPV GP Inc. et al. (“Auton Litigation Guardian Action”) CV-24-00722566-0000			
1.	Notice of Action	Lyle Auton, by his litigation Guardian Lucas Alexander Auton	June 21, 2024

2.	Statement of Claim	Lyle Auton, by his litigation Guardian Lucas Alexander Auton	July 22, 2024
3.	Motion Record	Lyle Auton, by his litigation Guardian Lucas Alexander Auton	August 2, 2024
4.	Notice of Intent to Defend of Extend Financial Ltd.	Extend Financial Ltd.	December 12, 2024
5.	Affidavit of Service – Notice of Intent to Defend	Extend Financial Ltd.	December 12, 2024
6.	Notice of Intent to Defend of Stephen Martin Price	Stephen Martin Price	December 13, 2024
7.	Affidavit of Service – Notice of Intent to Defend	Stephen Martin Price	December 13, 2024
8.	Statement of Defence of Stephen Martin Price	Stephen Martin Price	February 3, 2025
9.	Affidavit of Service – Statement of Defence	Stephen Martin Price	February 3, 2025
10.	Statement of Defence of Danielle Shannon Harrison and Harrison Legal Professional Corporation	Danielle Shannon Harrison and Harrison Legal Professional Corporation	February 11, 2025
11.	Amended Notice of Action	Lyle Auton, by his litigation Guardian Lucas Alexander Auton	March 26, 2025
12.	Affidavit of Service – Amended Notice of Action	Lyle Auton, by his litigation Guardian Lucas Alexander Auton	March 26, 2025
13.	Requisition to Note in Default	Lyle Auton, by his litigation Guardian Lucas Alexander Auton	April 15, 2025
14.	Affidavit of Service – Requisition to Note in Default	Lyle Auton, by his litigation Guardian Lucas Alexander Auton	April 15, 2025
15.	Requisition to Note in Default	Lyle Auton, by his litigation Guardian Lucas Alexander Auton	April 16, 2025
16.	Affidavit of Service – Requisition to Note in Default	Lyle Auton, by his litigation Guardian	April 16, 2025

		Lucas Alexander Auton	
17.	Statement of Defence and Crossclaim of Aid Al-Musri	Aid Al-Musri	December 5, 2025
18.	Lawyer's Certificate of Service – Statement of Defence and Crossclaim	Aid Al-Musri	December 5, 2025
Computershare Trust Company of Canada v Cindy Hunter (“Hunter Action”) CV-24-0032997-0000			
1.	Statement of Claim	Computershare Trust Company of Canada	January 10, 2024
2.	Requisition for Default Judgment	Computershare Trust Company of Canada	March 7, 2024
3.	Affidavit of Service – Statement of Claim	Computershare Trust Company of Canada	March 7, 2024
4.	Default Judgment	Computershare Trust Company of Canada	March 7, 2024

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:

2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.

Campbell, Amanda

From: Brosseau, Renée
Sent: Sunday, January 18, 2026 9:01 AM
To: rkennedy@tgf.ca; dharland@tgf.ca; bchung@airdberlis.com; mspence@airdberlis.com
Cc: Flis, Oliver; Wilson, Sara-Ann; tony@alaw.ca
Subject: EquityLine [Fraud Claim Litigation Protocol & Privilege Matters]
Attachments: Fraud Claim Litigation Protocol 18 January 2026.docx

Counsel

Attached please find the draft fraud litigation protocol that will respond to the specific nature of the claims asserted by the mortgagors. Please note, that counsel for TitlePlus has reviewed and approved the attached.

The first two points are process notes for the Receiver who is also the insured mortgagee (collectively, the “**Insured Mortgagee**”). As requested, we’ve outlined your obligations pursuant to the underlying policies on document production and the proffering of evidence. Given the urgency expressed, we see no reason why the Insured Mortgagee would delay in providing the universe of documents which, for ease of reference for you, we have listed. To that end, we reiterate the request made in our emails to Mr. Cheung last week. While we have put a 30-day period in the protocol for you to respect the urgency you expressed, we trust you will provide same this week. It is essential that we review the complete document files for each underlying claim. For the sake of efficiency, we have also provided a detailed list of the ordinary course documents. Your obligations pursuant to the policy are separate and apart from the preparation of a fraud litigation claim protocol. Obviously, not all documents produced to FCT and TitlePlus pursuant to your obligations under the policies will be produced in an AOD as the latter depends on the relevancy standard pursuant to the *Rules*. Accordingly, we would not include #1 and #2 in the protocol exchanged with the service list as to do so would be improper.

As a corollary of the above, given that the Receiver has presented itself as the Insured Mortgagee, it is wearing two hats. While it is fine to exchange ideas on the fraud litigation protocol (and was requested by Her Honour’s 13 January 2026 endorsement), when it comes to the actual litigation strategy on each of the individual claims, we will not be able to include (as counsel requested on our Thursday, 15 January 2026 call) Aird and Berlis on those communications. The latter are acting for the senior secured lender who is funding the receivership and counsel was clear on the call that they are not the insured mortgagee. Accordingly, to copy them would be to waive privilege. The Receiver will also be unable to discuss or share litigation strategy with Aird and Berlis on the underlying claims and will have to execute the ordinary course retainer agreements with FCT and TitlePlus re the duty to defend.

Lastly, we have elicited dates from Chris Papadopoulos, a mediator we previously mentioned to Ms. Kennedy on 9 January 2026 and did so again on our 15 January 2026 joint call, who has deep experience in mediating complex multi-party residential mortgage title insurance matters. He is available on the following days in June (for matters where the parties agree to mediate prior to examination) and in August (where the parties chose to mediate following examinations). The dates are June 24, 25, 26, 29 and 30 and August 4, 5, 6, 7, 10, 11, 12, 13, 14 and 17. The ability to utilize these dates is obviously contingent upon the Insured Mortgagee providing the complete files set out in #1 of the protocol.

Regards,
R

Renée Brosseau
Counsel

 +1 416 863 4650

renee.brosseau@dentons.com | [Bio](#) | [Website](#)

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

 DENTONS

[Our Legacy Firms](#) | [Client Experience \(CX\)](#)

Dentons is a global legal practice providing client services worldwide through its member firms and affiliates. Email you receive from Dentons may be confidential and protected by legal privilege. If you are not the intended recipient, disclosure, copying, distribution and use are prohibited; please notify us immediately and delete the email from your systems. To update your commercial electronic message preferences email dentonsinsightsca@dentons.com. Please see dentons.com for Legal Notices.

CANADA'S GLOBAL LAW FIRM
Creative people. Intelligent solutions.

#	Item	Process Point	Timeline	Notes

#	Item	Process Point	Timeline	Notes
				<p>[REDACTED]</p>

#	Item	Process Point	Timeline	Notes
				[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	Exchange of Affidavits of Documents	Mortgagee, Mortgagor and named parties in pleadings to exchange affidavits of documents (AOD)	60 days from completion of #1 and #2	<ul style="list-style-type: none"> • The Receiver as the Insured Mortgagee will swear the AOD. • The Receiver / Insured Mortgagee has a duty to cooperate and provide evidence. For convenience, this is set out in paragraph 4(d) of the Conditions. <p><i>In all cases where this policy permits or requires the Company to prosecute or provide for the defence of any action or proceeding, the Insured shall secure to the Company the right to so prosecute or provide defence in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the Insured Mortgage, as insured. If the Company is prejudiced by the failure of the Insured to furnish the required co-operation, the Company's</i></p>

#	Item	Process Point	Timeline	Notes
				<p><i>obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such co-operation.</i></p> <ul style="list-style-type: none"> • The Receiver/Insured Mortgagee will swear the affidavit of documents as it has custody and control of same. <ul style="list-style-type: none"> ○ Para. 6 of the Receiver's appointment order provides that "that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor" and "shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto" • The draft protocol included as Schedule B to the Fourth Report indicates that affidavits would be exchanged. • AODs required for certain parties (mortgagees, mortgagors, title insurers, LawPro, brokers) • AODs optional for other interested parties • Receiver/Insured Mortgagee to confirm who will be providing evidence on behalf of the Insured Mortgagee in accordance with the obligations pursuant to the policy. • Usual production requirements under <i>Rules 29 and 30</i> apply
4	Cross-Examinations	Cross-examinations to be completed	Before or after mandatory mediation	<ul style="list-style-type: none"> • Parties to choose timing (i.e., before or after mediation) • Cross-examinations not to exceed 7-hour time limit under <i>Rule 31.05.1</i> • The Insured Mortgagee/Receiver will provide evidence as required pursuant to the policy.
5	Mandatory Mediation	Parties to attend mediation	Before or after cross-examinations	<ul style="list-style-type: none"> • Necessary parties include the Receiver/Insured Mortgagee, mortgagors,

#	Item	Process Point	Timeline	Notes
				<p>any professional defendants, NOSI defendants and their insurers.</p> <ul style="list-style-type: none"> • Selection of mediator based on experience with subject matter (i.e., alleged mortgage fraud) on agreement of the participating parties from a predetermined list. • Parties will rely on the pleadings exchanged to date. • Exchange of mediation briefs 7 days before the mediation
6	Summary Trial (Commercial List)	If mediation unsuccessful, matter to be heard by designated trier of fact in summary trial	Scheduled by Commercial List	<ul style="list-style-type: none"> • Counsel for Receiver/Insured Mortgagee confident that Commercial List judge will be able to hear summary trial on expedited basis • Parties to attend case conference with trier of fact to establish protocol for hearing, including exchange of affidavits and expert reports as the case may be, and cross-examination on affidavits before trier of fact using summary trial procedures. • Parties to rely on the pleadings exchanged to date. • The summary trial procedures will be approved by the trier of fact and include the use of affidavits as the evidence-in-chief with cross-examinations on the affidavits to test credibility, intent, knowledge, inconsistencies, etc.
7	Appeal	Parties may exercise appeal rights under Courts of Justice Act and Rules of Civil Procedure		

THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:

Oliver Flis

2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.

Campbell, Amanda

From: Tony Antoniou <tony@alaw.ca>
Sent: Thursday, February 12, 2026 3:06 PM
To: dberlach@sblegal.ca; Brosseau, Renée
Subject: EquityLine
Attachments: Fraud Claim Litigation Protocol 13 February 2026.docx

[WARNING: EXTERNAL SENDER]

Debroah:

Attached a draft protocol that Renee and I have been working on. We can address it on our call tomorrow between insurance counsel.

Regards,

Tony

Tony Antoniou Principal Lawyer

P: 416-333-9795 E: tony@alaw.ca

ALAW.CA

Revised Protocol -13 February 2026

#	Item	Process Point	Timeline	Notes
1	Document Disclosure – Policy Obligation	Insured Mortgagee to provide all relevant documents to title insurers in accordance with the applicable title insurance policies.	ASAP	The obligation is ongoing. A detailed list was provided to the Insured Mortgagee to facilitate production on 18 January 2026. This obligation is not part of the court approved protocol it is an obligation of the Insured pursuant to the policies.
2	Transfer Orders	Insured Mortgagee to obtain orders to transfer all litigation matters to the Commercial List	March 13, 2026	Rule 131.01(3). This can be done by the Insured Mortgagee in a basket motion. It is a simple matter.
3.	Orders to Continue	Insured Mortgagee to obtain orders to continue transferring all litigation matters	March 13, 2026	Rule 11. This can be done in a basket motion. It is a simple matter. Insured Mortgagee will also have to lift the stay
4	Exchange of Affidavits of Documents	Mortgagee, Mortgagor and named parties in pleadings (the “Parties”) to exchange affidavits of documents (“AOD”). Usual production requirements pursuant to <i>Rules 29 and 3</i> apply.		Insured Mortgagee will provide estimated timeline to produce documents to title insurers.
5.	Amendment(s) to Pleadings	Parties to amend pleadings on consent following the receipt of the AOD	Within 30 days of the receipt of the AOD	Rule 26.01 Protocol to confirm it is on consent to avoid unnecessary delay. All rights reserved with respect to defenses including limitations.
6.	Supplemental AOD	Contingent on amendments to pleadings	Within 20 days of the receipt of Amended Pleadings, if any.	

Revised Protocol -13 February 2026

#	Item	Process Point	Timeline	Notes
7.	Mortgagor Affidavits	Provide outline of their position	Within 20 days of the Receipt of the Supplemental AOD, if any. If not, within 20 days of the receipt of the Amended Pleadings.	
8	Cross Examination on AOD	Cross-examinations to be completed. Cross-examinations not to exceed 7-hour time limit under <i>Rule 31.05.1</i>	At the election of the parties, cross-examinations can occur before or after mandatory mediation.	
9	Mandatory Mediation	Parties to attend mediation with designated mediator (the "Mediator") who specialize in title fraud matters.	The Mediator will provide dates	Good availability confirmed with the Mediator.
10	Summary Trial (Commercial List)	If mediation unsuccessful, matter to be heard by designated trier of fact in summary trial.	Scheduled by Commercial List. <ul style="list-style-type: none"> Parties to attend case conference with trier of fact to establish protocol for hearing, including exchange of affidavits and expert reports as the case may be, and cross-examination on affidavits before trier of fact using summary trial procedures. The summary trial procedures will be approved by the trier of fact and include the use of affidavits as the evidence-in-chief with cross-examinations on the affidavits to test credibility, intent, knowledge, inconsistencies, etc. 	
11	Appeal	Parties may exercise appeal rights under <i>Courts of Justice Act</i> and <i>Rules of Civil Procedure</i>		

THIS IS EXHIBIT "H" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:


2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.

Campbell, Amanda

From: Denna Jalili <djalili@tgf.ca>
Sent: Wednesday, March 11, 2026 12:13 PM
To: Kraft, Kenneth; Brosseau, Renée; Wilson, Sara-Ann; Flis, Oliver; Tony Antoniou
Cc: Rebecca Kennedy; Deborah Berlach; Derek Harland; D. Robb English; Miranda Spence; Brian Chung; Alex Bernicchia-Freeman
Subject: EquityLine - Revised Protocol [IMAN-CLIENT.FID2012343]
Attachments: Litera Compare Redline - Schedule A - Mortgage Adjudication Protocol.pdf; Schedule _A_ - Mortgage Adjudication Protocol.docx

Follow Up Flag: Follow up
Flag Status: Flagged

[WARNING: EXTERNAL SENDER]

Good afternoon,

Please see attached the draft Protocol revised to accommodate many of your suggestions, including that a summary trial be used in lieu of an Approval Motion to adjudicate any Impugned Mortgages not resolved through prior mediation. We kindly ask that, should you have any incremental comments, that you mark up the attached draft and send a corresponding redline together with your comments, rather than revert a separate version of protocol.

While we should be close to agreement on the terms of the Protocol, there is not enough time to have it approved by Justice Cavanagh on March 13th, and therefore the date should be vacated. Please advise the Court accordingly. We will update the Service List thereafter.

Kind regards,

Denna



Denna Jalili | Associate | djalili@tgf.ca | Direct Line +1 416 304 0312 | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

PRIVILEGED & CONFIDENTIAL - This electronic transmission is subject to solicitor-client privilege and contains confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this e-mail in error, please notify our office immediately by calling (416) 304-1616 and delete this e-mail without forwarding it or making a copy. To Unsubscribe/Opt-Out of any electronic communication with Thornton Grout Finnigan, you can do so by clicking the following link: [Unsubscribe](#)

Mortgage Adjudication Protocol

A. Introduction

1. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated August 8, 2024 (the “**Receivership Order**”), KSV Restructuring Inc. was appointed receiver, without security, of the assets, undertakings and properties of EquityLine SPV Limited Partnership (in such capacity, the “**Receiver**”).
2. The purpose of this Mortgage Adjudication Protocol (the “**Protocol**”) is to establish a procedure for the orderly review and determination of the ~~e~~claims~~allegations~~ made by ~~ertain~~the mortgagors listed in Schedule “A” (the “**Objecting Mortgagors**”) who are recipients of loans advanced by EquityLine SPV Limited Partnership (“**EquityLine**”), who each allege that the mortgage(s) registered on title to their properties in favour of EquityLine¹ were improperly procured through fraud, including, but not limited to any claims that the mortgages constitute a “fraudulent instrument” within the meaning of the *Land Titles Act*, R.S.O. 1990, c. L.5.
3. On [] [], 2026, the Court granted an order approving ~~the~~this Protocol (the “**Protocol Approval Order**”).

~~4. The Protocol will be administered by the Receiver, under supervision of the Court.~~

B. Scope and Application of the Protocol

4. ~~5.~~ This Protocol applies solely to: (i) ~~e~~claims~~allegations and defences asserted~~ by Objecting Mortgagors in respect of loans advanced by EquityLine ~~who allege~~ that the mortgage registered on title to their property (each, an “**Impugned Mortgage**”) in favour of EquityLine was improperly procured through, or is based upon, a fraud; and (ii) where applicable, claims for losses asserted under the corresponding title insurance policies in respect of the Impugned Mortgages (the “**Title Insurance Claims**”). In particular, this

¹ Encompassing both mortgages registered directly in favour of EquityLine or by Computershare Trust Company of Canada as custodian of EquityLine’s interests.

Protocol governs the adjudication of whether such Impugned Mortgages ought to be deleted from title, and the manner in which the Title Insurance Claims are to be resolved or finally determined.

5. An Impugned Mortgage will be eligible for adjudication under this Protocol, irrespective of whether a claim was commenced by the Objecting Mortgagor prior to the Receivership Order, provided that such eligibility is without prejudice to any legal positions that would otherwise be available to the Receiver and Interested Parties (as defined below), including, without limitation, those under the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B.
6. Disputes relating solely to interest, fees, arrears, servicing, enforcement or other contractual issues unrelated to fraud are not within the scope of this Protocol.
7. Claims that have already been finally determined on the merits by a Court ~~or tribunal~~ of competent jurisdiction are not to be adjudicated under this Protocol.

C. Administration of Protocol

8. The Protocol will be administered by the Receiver, under supervision of the Court. The Receiver's responsibilities and duties in connection with the administration of the Protocol shall be governed strictly as set out hereunder or upon further Order of the Court.
9. To the extent that there is a conflict between the Protocol and any applicable contract for title insurance, the terms of the Protocol shall prevail, without prejudice to the Receiver's rights to submit and recover a claim under the applicable title insurance policy.
10. No Title Insurance Claim may be denied by the relevant title insurer on the basis of any act or omission of the Receiver in carrying out its duties in these receivership proceedings, including, without limitation, the Receiver's administration of or compliance with this Protocol.

D. ~~C.~~ Service

11. ~~8.~~ References to “service” or “deliver” in this Protocol shall mean service or delivery by e-mail to the last known e-mail address of the person to be served, and such service shall be deemed effective from the date of the e-mail.

E. ~~D.~~ Procedure

- I. ~~Objecting Mortgagor Initiation and Submission of Evidence~~ ~~— [] [], 2026 of Protocol~~
12. ~~9.~~ Within ~~45~~30 days of the issuance of the Court order approving this Protocol ~~(the “Mortgagor Claim Deadline”)~~, ~~all Objecting Mortgagors shall deliver to the Receiver a~~, ~~the Receiver shall issue a notice of claim (the “Notice of Claim”) to each Objecting Mortgagor setting out the basis for the Objecting Mortgagor’s liabilities to the estate of EquityLine. The Notice of Claim shall be prepared in the form set out hereto as Schedule “B”.~~
- II. Objecting Mortgagor Response to Notice of Claim and Submission of Evidence
13. Within 45 days of delivery to the Objecting Mortgagor of a Notice of Claim, (the “Mortgagor Dispute Deadline”), each Objecting Mortgagors shall deliver to the Receiver:
- (a) a mortgagor’s response to the claim (a “Mortgagor’s Response”) setting out the nature of the alleged fraud and the basis for the Objecting Mortgagor’s Dispute of the claim set out in the respective Notice of Claim. The Mortgagor’s Response shall be prepared in the form set out hereto as Schedule “C”;
- (b) a sworn or affirmed affidavit comprehensively setting out the nature of the alleged fraud and all supporting documentation upon which the Objecting Mortgagor intends to rely ~~(collectively, the “Mortgagor Materials”); and~~

(c) a sworn or affirmed affidavit of documents confirming that the Objecting Mortgagor has provided all relevant and non-privileged documents within its power, possession and control (collectively, the “Mortgagor Materials”).

14. ~~10.~~ The Mortgagor Materials shall comprise the Objecting Mortgagor’s complete evidentiary record for the purposes of this Protocol, subject only to (i) any further requests for documentation, particulars or information that the Receiver may make at any time, which the Objecting Mortgagor shall respond to within 14 days of such request by the Receiver; and (ii) any Reply Materials (defined below) ~~submitted~~delivered by the Objecting Mortgagor.

15. ~~11.~~ Objecting Mortgagors who do not file their materials by the Mortgagor ~~Claim~~Dispute Deadline shall be deemed to accept the validity and enforceability of their respective EquityLine mortgages and shall not be entitled to contest, within these receivership proceedings or otherwise, the validity of same or any enforcement action taken by the Receiver in respect thereof.

III. ~~H.~~ Delivery of Mortgagor Materials and EquityLine Materials to Interested Parties

16. ~~12.~~ Within 15 days of receipt of the Mortgagor Materials, the Receiver shall deliver the Mortgagor Materials to those parties that, in the Receiver’s sole discretion, have a sufficient interest in a given Objecting Mortgagor’s claim, which may include, as applicable:

- (a) EquityLine;
- (b) Computershare Trust Company of Canada;
- (c) The relevant title insurer;
- (d) Any party named as a defendant by the Objecting Mortgagor in litigation concerning the Impugned Mortgage, that the Receiver deems in its sole, unfettered discretion to have a sufficient interest in adjudication under this Protocol;
- (e) LAWPRO, where the alleged fraud may give rise to a potential professional liability claim; and

(f) Such other parties the Receiver considers appropriate or as the Court may direct (collectively, the “**Interested Parties**”).

17. ~~13.~~ Service of the Mortgagor Materials on an Interested Party in accordance with this section constitutes sufficient notice for the purposes of this Protocol and the Interested Parties served shall be bound by any adjudications made under this Protocol in respect of the relevant Impugned Mortgage.

18. ~~14.~~ The Receiver shall, within 15 days of receipt, deliver to the Interested Parties any documentation, information or particulars ~~submitted~~delivered in response to a request issued by the Receiver.

19. ~~15.~~ In addition, within ~~15~~20 days of receipt of the Mortgagor Materials, the Receiver shall deliver to the Objecting Mortgagors and Interested Parties all relevant and non-privileged documents within its power, possession and control relating to the subject Impugned Mortgage, subject to any confidentiality, privilege, or contractual obligations binding on the Receiver, including obligations owed to the relevant title insurer (the “**EquityLine Materials**”). In determining which materials are relevant, the Receiver may consider requests for specific documents made by the Objecting Mortgagor and/or Interested Parties.

IV. Receiver’s Disclosure Report

20. The Receiver will, concurrently with the EquityLine Materials, deliver a brief report (the “**Disclosure Report**”) confirming that the EquityLine Materials comprise all of the relevant and non-privileged documents that are reasonably accessible.

21. The Disclosure Report shall be subject to written interrogatories by the relevant title insurer, only. The title insurer shall deliver any such interrogatories within 7 days of delivery of the Disclosure Report, and the Receiver shall deliver written responses within 15 days of receipt of the interrogatories.

V. ~~III.~~ Responses by Interested Parties

22. ~~16.~~ Each Interested Party that receives the Mortgagor Materials pursuant to Section ~~D.E.H.III~~ of this Protocol shall, within 60 days of such receipt (the “**Interested Party Submission Deadline**”), deliver to the Receiver a written response by way of sworn or affirmed affidavit, together with any supporting documentation on which that Interested Party intends to rely (collectively, the “**Interested Party Materials**”). Any Interested Party that does not deliver Interested Party Materials by the Interested Party Submission Deadline shall be deemed to have elected not to provide a response.
23. ~~17.~~ The Interested Party Materials shall comprise the Interested Party’s complete evidentiary record for the purposes of this Protocol, subject only to any further requests for documentation, particulars or information that the Receiver may make at any time, which the Interested Party shall respond to within 14 days of such request by the Receiver.
24. ~~18.~~ The Receiver shall deliver the Interested Party Materials, and any follow-up documentation, particulars or information ~~submitted~~delivered in response to a request by the Receiver, to the relevant Objecting Mortgagor within 7 days of receipt of same.

VI. ~~IV.~~ Reply by Objecting Mortgagor

25. ~~19.~~ The Objecting Mortgagor shall have the right to deliver brief reply materials (the “**Reply Materials**”) in response to the evidence contained in the Interested Party Materials. The Objecting Mortgagor shall deliver Reply Materials to the Receiver within 7 days of receipt of the Interested Party Materials (the “**Reply Materials Submission Deadline**”). The Receiver shall promptly deliver same to the relevant Interested Parties.

~~V. Receiver’s Determination and Court Approval~~

- ~~20. If the Objecting Mortgagor’s claims are not resolved through prior Mediation (as set out in Section D.V, below) the Receiver shall make a determination in respect of the Impugned Mortgage (the “**Determination**”) based upon:-~~

~~(a) the Mortgagor Materials;~~

~~(b) the Equity Line Materials;~~

~~(c) the Interested Party Materials;~~

~~(d) the Reply Materials; and~~

~~(e) any additional documents provided pursuant to this Protocol, other than documents exchanged exclusively in furtherance of a Mediation.~~

~~21. The Receiver shall issue the Determination to the Objecting Mortgagor and Interested Parties within 60 days from the later of:~~

~~(a) the Reply Materials Submission Deadline; and~~

~~(b) termination of Mediation, if applicable.~~

~~22. Notwithstanding the foregoing, the Receiver shall at all times be entitled to seek the advice and directions of the Court in respect of any matter relating to an Impugned Mortgage or any Determination made in respect thereof.~~

~~23. If any Objecting Mortgagor or Interested Party wishes to dispute a Determination, such party must deliver to the Receiver, within 7 days of receipt of a Determination, a notice that such party is disputing the Determination (a "Notice of Dispute").~~

~~24. If a Notice of Dispute is received by the Receiver with respect to a Determination, the parties shall confer and attempt to agree on a timetable for the scheduling of a motion before the Court for an adjudication of the Determination. If the parties fail to agree on a timetable within 14 days of receipt of a Notice of Dispute, the parties shall attend before the Court for procedural directions and to establish a timetable for the hearing of such motion. Subject to the Court's directions, the motion shall be determined primarily on the materials submitted in accordance with this Protocol, including any transcripts of cross-examinations conducted in respect of the affidavit evidence submitted by the Objecting Mortgagor and/or Interested Parties.~~

~~25. Regardless of whether a Notice of Dispute is delivered, the Receiver shall seek Court approval of each Determination by way of a motion to this Court (the “Approval Motion”). Subject to any timetable established by paragraph 24, above, the Receiver shall serve motion materials in respect of an Approval Motion in accordance with the applicable practice directions of the Court.~~

~~26. If the Court approves a Determination, such Determination shall be final and binding on the Objecting Mortgagor and all Interested Parties in these receivership proceedings. The Court may make such further orders as it considers appropriate, including, without limitation, orders authorizing the Receiver to arrange for the discharge of the Impugned Mortgage or directing the appropriate land registrar to delete the Impugned Mortgage from title.~~

~~27. The Receiver may seek Court approval of multiple Determinations at the same time, including within a single motion or hearing, as the Receiver considers appropriate.~~

VII. ~~VI.~~ Mandatory Mediation (at the Receiver’s ~~Election~~election)

26. ~~28.~~ At any time following the commencement of the Mortgage Adjudication Protocol, the Receiver may, in its sole discretion, direct that the Objecting Mortgagor and any other Interested Party that the Receiver considers necessary or appropriate participate in a mediation (a “**Mediation**”).

27. ~~29.~~ Upon such direction, the parties shall attend a Mediation before [Chris Papadopoulos](#), or such other person as may be appointed by the Court (the “**Mediator**”) within 30 days of the Receiver’s direction, subject to the Mediator’s availability.

28. ~~30.~~ Participation in the Mediation shall be mandatory for the Objecting Mortgagor and each Interested Party directed by the Receiver to participate.

29. ~~31.~~ The fees and expenses of the Mediator shall be paid in accordance with an agreement reached among the parties participating in the Mediation acting reasonably, failing which such fees and expenses shall be paid as directed by the Court.

30. ~~32.~~ All communications made exclusively during the course of Mediation shall be without prejudice and strictly confidential. For greater clarity, no communications, documents or information exchanged exclusively in the course of a Mediation shall be included in, attached to or relied upon in any Approval Motion, Notice of Dispute or other Court proceeding arising under this Protocol, except as may be necessary to enforce a settlement approved by the Court.
31. ~~33.~~ Subject to Section ~~DE.VIII~~, the absence, failure or termination of any Mediation shall not suspend or extend any deadline set out in this Protocol.

VIII. Summary Trial

32. If the Objecting Mortgagor's claims are not resolved through prior Mediation (as set out in Section E.VII), the matter shall proceed to a summary trial ("Summary Trial") before a judge sitting on the Court based upon:
- (a) the Mortgagor Materials;
 - (b) the EquityLine Materials;
 - (c) the Interested Party Materials;
 - (d) the Reply Materials; and
 - (e) any additional documents provided pursuant to this Protocol, other than documents exchanged exclusively in furtherance of a Mediation.
33. Subject to Court availability, within 14 days of the delivery of Reply Materials, or the termination of Mediation, as the case may be, the parties will attend a case conference to establish a protocol for the Summary Trial (the "Pre-Trial Case Conference").
34. The order granted at Pre-Trial Case Conference shall govern the procedure for the Summary Trial, subject to any further orders of the Court.

IX. Control of EquityLine's Position during Summary Trial

35. Unless the relevant title insurer delivers a Waiver (defined below) to the Receiver at least 7 days before the Pre-Trial Case Conference, the Receiver shall have carriage and control

- of EquityLine's position in any summary trial conducted pursuant to this Protocol, including final authority over all legal positions taken in connection therewith.
36. If the relevant title insurer delivers a Waiver, the title insurer may assume carriage and control of EquityLine's position in the applicable Summary Trial; provided that the Receiver may decline to permit such assumption of carriage where the Receiver, in its sole discretion acting reasonably, determines that a conflict exists between the conduct of the Summary Trial and the fiduciary duties owed by the Receiver to the stakeholders of EquityLine.
37. If, at any time after a title insurer has assumed carriage and control of EquityLine's position in a Summary Trial pursuant to paragraph 36, the Receiver determines, in its sole discretion, that the manner in which the Summary Trial is being conducted conflicts with the fiduciary duties owed by the Receiver to the stakeholders of EquityLine, the Receiver may immediately resume carriage and control of EquityLine's position in the Summary Trial. Upon resuming such carriage and control, the Receiver may take such steps as it considers appropriate in the circumstances, including requesting an adjournment of the Summary Trial or continuing with the Summary Trial. Any such resumption of carriage and control by the Receiver shall not constitute a breach of any obligation owed to the relevant title insurer and shall not, in whole or in part, form the basis for any denial, limitation or reservation of coverage under any applicable title insurance policy.
38. "Waiver" means a written and irrevocable waiver delivered by the relevant title insurer to the Receiver, substantially in the form attached hereto as Schedule "D" pursuant to which the title insurer unequivocally and unconditionally waives any right to deny, limit, restrict or otherwise dispute coverage under any applicable title insurance policy issued in respect of the Impugned Mortgage on the basis of, arising from, or in connection with the conduct, acts or omissions of EquityLine or its general partner, EquityLine GP Inc., Sergiy Shchavyelyev, or any of EquityLine's past or present, directors, officers or employees.

X. ~~VII.~~ Extension to Deadlines

39. ~~34.~~ The Receiver may extend any deadline under this Protocol on a reasonable basis by written notice to the relevant Objecting Mortgagor and Interested Parties.

40. ~~35.~~ Any other party to this Protocol may extend a deadline hereunder upon obtaining the written consent of the Receiver or with leave of the Court. In considering any such request, the Receiver may, in its sole discretion, solicit the views of the relevant Objecting Mortgagor and/or Interested Parties, as applicable.

F. ~~E.~~ Proceeds of Sale

41. ~~36.~~ If an Objecting Mortgagor intends to sell, or has sold, property encumbered by an Impugned Mortgage, the net sale proceeds attributable to that Impugned Mortgage shall be paid to the Receiver to be held in trust, pending the ~~Determination and any related Court~~ outcome of the Summary Trial and any further court orders. The Receiver will hold those proceeds in an interest-bearing trust account (the “**Sale Proceeds**”).

42. ~~37.~~ The Sale Proceeds shall be held in place of the Impugned Mortgage and any related claims in these receivership proceedings, without prejudice to any Objecting Mortgagor’s rights with respect to such proceeds, including any claim that the Impugned Mortgage is void or unenforceable due to fraud. For further clarity, payment of Sale Proceeds into trust under this section shall not constitute an admission as to the validity or enforceability of the Impugned Mortgage.

G. ~~F.~~ Determination of Title Insurance Claims

43. ~~38.~~ Within ~~60~~30 days following the Court’s ~~determination from the Approval Motion~~ decision on the merits of a Summary Trial, the applicable title insurer shall make a determination regarding coverage in respect of the relevant Title Insurance Claims (“**Coverage Determination**”), and the applicable title insurer shall deliver its Coverage Determination to the Receiver, relevant Objecting Mortgagor and Interested Parties, in writing.

44. ~~39.~~ If the Receiver wishes to dispute a Coverage Determination made by the applicable title insurer, the Receiver shall deliver a notice of dispute to the title insurer within 14 days of receipt of a Coverage Determination (a “**Coverage Dispute Notice**”). If the Receiver accepts a Coverage Determination, the Receiver may seek Court approval of its decision to do so. The title insurer is not required to obtain Court approval of its Coverage Determinations.
45. ~~40.~~ If a Coverage Dispute Notice is delivered by the Receiver, the parties shall subsequently confer and attempt to agree on a timetable for the scheduling of a motion before the Court for an adjudication of the Coverage Dispute Notice. If an agreement on a timetable cannot be reached within 14 days of receipt of a Coverage Dispute Notice, a Court attendance shall be scheduled for procedural directions and to establish a timetable for the hearing of such motion. Subject to the Court’s directions, the motion shall be determined primarily on the materials ~~submitted~~delivered to the Receiver in accordance with this Protocol, including any transcripts of cross-examinations conducted in respect of the affidavit evidence ~~submitted~~delivered by the Objecting Mortgagor and/or Interested Parties.
46. ~~41.~~ The Court’s adjudication of the issues in respect of a Coverage Dispute Notice shall be final and binding on the applicable title insurer, relevant Objecting Mortgagor and Interested Parties in these receivership proceedings, and the Court may make such further orders as it considers appropriate.
47. ~~42.~~ The Receiver may request adjudication by the Court of multiple Coverage Dispute Notices at the same time, including within a single motion or hearing, as the Receiver considers appropriate.

H. ~~G.~~ **Notice**

48. ~~43.~~ All notices, service or delivery of materials to the Receiver in connection with this Protocol shall be effected by e-mail to the Receiver, as follows:

KSV RESTRUCTURING INC.

220 Bay St. Suite 1300,
Toronto, ON M5J 2W4

Mitch Vininsky

Tel: 416-932-6013

Email: mvininsky@ksvadvisory.com

Tony Trifunovic

Tel: 416-932-6013

Email: ttrifunovic@ksvadvisory.com

and to the Receiver's independent legal counsel, as follows:

THORNTON GROUT FINNIGAN LLP

100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rebecca Kennedy

Tel: (416) 304-0603

Email: rkennedy@tgf.ca

Derek Harland

Tel: (416) 304-1127

Email: dharland@tgf.ca

Denna Jalili

Tel: (416) 304-0312

Email: djalili@tgf.ca

Schedule "A"

Objecting Mortgages

<u>Mortgagor</u>	<u>Address</u>	<u>Interested Parties</u>

[TABLE TO BE COMPLETED]

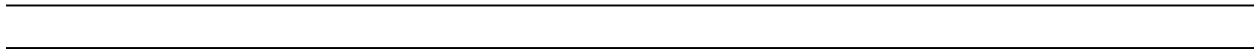
Schedule "B"

Notice of Claim

<u>Mortgagor:</u>	
<u>Property:</u>	
<u>Amount Claimed:</u>	
<u>Title Insurer:</u>	
<u>Interested Parties</u>	

Take notice that Equityline SPV Limited Partnership has asserted a claim against the above noted Mortgagor and Property, the particulars of which are as follows and as may be particularized in pleadings attached hereto:

KSV Restructuring Inc., Court-Appointed Receiver of
Equityline SPV Limited Partnership
220 Bay Street, Suite 1300, PO Box 20
Toronto, Ontario M5J 2W4



Certification:

I hereby certify that:

- 1. I am the Mortgagor or an authorized representative of the Mortgagor.
- 2. I have knowledge of all the circumstances connected with this response.
- 3. The Mortgagor asserts this response against the Equityline as set out above.
- 4. All available documentation in support of this response, including an Affidavit of Documents, is being provided with this response.

<u>Signature:</u> _____	<u>Witness:</u> _____
<u>Name:</u> _____	<u>Name:</u> _____
<u>Title:</u> _____	<u>Address:</u> _____

Schedule “D”

Title Insurer Waiver

TO: KSV Restructuring Inc., in its capacity as court-appointed receiver of EquityLine SPV Limited Partnership (“EquityLine”)

RE: Title Insurance Policy No. [●]

The undersigned title insurer (the “Title Insurer”) hereby irrevocably, unequivocally and unconditionally waives any right to deny, limit, restrict or otherwise dispute coverage under the above-noted title insurance policy insuring the EquityLine mortgage registered against the property municipally known as [insert municipal address] and insured under the above-noted title insurance policy on the basis of, arising from, or in connection with the conduct, acts or omissions of:

- (a) EquityLine Limited Partnership;
- (b) EquityLine GP Inc.;
- (c) Sergiy Shchavyelyev; or
- (d) any past or present officers, directors, employees or advisors of EquityLine.

The Title Insurer further acknowledges that any assumption or resumption of carriage and control of EquityLine’s position in a summary trial by the Receiver pursuant to the mortgage adjudication protocol dated March [●], 2026 shall not, in whole or in part, constitute a basis to deny, limit or restrict coverage under the policy.

DATED this ___ day of _____, 2026.

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 2026-03-11 11:52:03 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://tgf.cloudimanager.com/CLIENT/20231119/9	
Modified DMS: iw://tgf.cloudimanager.com/CLIENT/20231119/12	
Changes:	
<u>Add</u>	170
Delete	101
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	4
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	275

Mortgage Adjudication Protocol

A. Introduction

1. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated August 8, 2024 (the “**Receivership Order**”), KSV Restructuring Inc. was appointed receiver, without security, of the assets, undertakings and properties of EquityLine SPV Limited Partnership (in such capacity, the “**Receiver**”).
2. The purpose of this Mortgage Adjudication Protocol (the “**Protocol**”) is to establish a procedure for the orderly review and determination of the allegations made by the mortgagors listed in **Schedule “A”** (the “**Objecting Mortgagors**”) who are recipients of loans advanced by EquityLine SPV Limited Partnership (“**EquityLine**”), who each allege that the mortgage(s) registered on title to their properties in favour of EquityLine¹ were improperly procured through fraud, including, but not limited to any claims that the mortgages constitute a “fraudulent instrument” within the meaning of the *Land Titles Act*, R.S.O. 1990, c. L.5.
3. On [] [], 2026, the Court granted an order approving this Protocol (the “**Protocol Approval Order**”).

B. Scope and Application of the Protocol

4. This Protocol applies solely to: (i) allegations and defences asserted by Objecting Mortgagors in respect of loans advanced by EquityLine that the mortgage registered on title to their property (each, an “**Impugned Mortgage**”) in favour of EquityLine was improperly procured through, or is based upon, a fraud; and (ii) where applicable, claims for losses asserted under the corresponding title insurance policies in respect of the Impugned Mortgages (the “**Title Insurance Claims**”). In particular, this Protocol governs the adjudication of whether such Impugned Mortgages ought to be deleted from title, and the manner in which the Title Insurance Claims are to be resolved or finally determined.

¹ Encompassing both mortgages registered directly in favour of EquityLine or by Computershare Trust Company of Canada as custodian of EquityLine’s interests.

5. An Impugned Mortgage will be eligible for adjudication under this Protocol, irrespective of whether a claim was commenced by the Objecting Mortgagor prior to the Receivership Order, provided that such eligibility is without prejudice to any legal positions that would otherwise be available to the Receiver and Interested Parties (as defined below), including, without limitation, those under the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B.
6. Disputes relating solely to interest, fees, arrears, servicing, enforcement or other contractual issues unrelated to fraud are not within the scope of this Protocol.
7. Claims that have already been finally determined on the merits by a Court of competent jurisdiction are not to be adjudicated under this Protocol.

C. Administration of Protocol

8. The Protocol will be administered by the Receiver, under supervision of the Court. The Receiver's responsibilities and duties in connection with the administration of the Protocol shall be governed strictly as set out hereunder or upon further Order of the Court.
9. To the extent that there is a conflict between the Protocol and any applicable contract for title insurance, the terms of the Protocol shall prevail, without prejudice to the Receiver's rights to submit and recover a claim under the applicable title insurance policy.
10. No Title Insurance Claim may be denied by the relevant title insurer on the basis of any act or omission of the Receiver in carrying out its duties in these receivership proceedings, including, without limitation, the Receiver's administration of or compliance with this Protocol.

D. Service

11. References to "service" or "deliver" in this Protocol shall mean service or delivery by e-mail to the last known e-mail address of the person to be served, and such service shall be deemed effective from the date of the e-mail.

E. Procedure

I. Initiation of Protocol

12. Within 30 days of the issuance of the Court order approving this Protocol, the Receiver shall issue a notice of claim (the “**Notice of Claim**”) to each Objecting Mortgagor setting out the basis for the Objecting Mortgagor’s liabilities to the estate of EquityLine. The Notice of Claim shall be prepared in the form set out hereto as **Schedule “B”**.

II. Objecting Mortgagor Response to Notice of Claim and Submission of Evidence

13. Within 45 days of delivery to the Objecting Mortgagor of a Notice of Claim, (the “**Mortgagor Dispute Deadline**”), each Objecting Mortgagors shall deliver to the Receiver:
- (a) a mortgagor’s response to the claim (a “**Mortgagor’s Response**”) setting out the nature of the alleged fraud and the basis for the Objecting Mortgagor’s Dispute of the claim set out in the respective Notice of Claim. The Mortgagor’s Response shall be prepared in the form set out hereto as **Schedule “C”**;
 - (b) a sworn or affirmed affidavit comprehensively setting out the nature of the alleged fraud and all supporting documentation upon which the Objecting Mortgagor intends to rely; and
 - (c) a sworn or affirmed affidavit of documents confirming that the Objecting Mortgagor has provided all relevant and non-privileged documents within its power, possession and control (collectively, the “**Mortgagor Materials**”).
14. The Mortgagor Materials shall comprise the Objecting Mortgagor’s complete evidentiary record for the purposes of this Protocol, subject only to (i) any further requests for documentation, particulars or information that the Receiver may make at any time, which the Objecting Mortgagor shall respond to within 14 days of such request by the Receiver; and (ii) any Reply Materials (defined below) delivered by the Objecting Mortgagor.

15. Objecting Mortgagors who do not file their materials by the Mortgagor Dispute Deadline shall be deemed to accept the validity and enforceability of their respective EquityLine mortgages and shall not be entitled to contest, within these receivership proceedings or otherwise, the validity of same or any enforcement action taken by the Receiver in respect thereof.

III. Delivery of Mortgagor Materials and EquityLine Materials to Interested Parties

16. Within 15 days of receipt of the Mortgagor Materials, the Receiver shall deliver the Mortgagor Materials to those parties that, in the Receiver's sole discretion, have a sufficient interest in a given Objecting Mortgagor's claim, which may include, as applicable:
- (a) EquityLine;
 - (b) Computershare Trust Company of Canada;
 - (c) The relevant title insurer;
 - (d) Any party named as a defendant by the Objecting Mortgagor in litigation concerning the Impugned Mortgage, that the Receiver deems in its sole, unfettered discretion to have a sufficient interest in adjudication under this Protocol;
 - (e) LAWPRO, where the alleged fraud may give rise to a potential professional liability claim; and
 - (f) Such other parties the Receiver considers appropriate or as the Court may direct (collectively, the "**Interested Parties**").
17. Service of the Mortgagor Materials on an Interested Party in accordance with this section constitutes sufficient notice for the purposes of this Protocol and the Interested Parties served shall be bound by any adjudications made under this Protocol in respect of the relevant Impugned Mortgage.
18. The Receiver shall, within 15 days of receipt, deliver to the Interested Parties any documentation, information or particulars delivered in response to a request issued by the Receiver.
19. In addition, within 20 days of receipt of the Mortgagor Materials, the Receiver shall deliver to the Objecting Mortgagors and Interested Parties all relevant and non-privileged

documents within its power, possession and control relating to the subject Impugned Mortgage, subject to any confidentiality, privilege, or contractual obligations binding on the Receiver, including obligations owed to the relevant title insurer (the “**EquityLine Materials**”). In determining which materials are relevant, the Receiver may consider requests for specific documents made by the Objecting Mortgagor and/or Interested Parties.

IV. Receiver’s Disclosure Report

20. The Receiver will, concurrently with the EquityLine Materials, deliver a brief report (the “**Disclosure Report**”) confirming that the EquityLine Materials comprise all of the relevant and non-privileged documents that are reasonably accessible.
21. The Disclosure Report shall be subject to written interrogatories by the relevant title insurer, only. The title insurer shall deliver any such interrogatories within 7 days of delivery of the Disclosure Report, and the Receiver shall deliver written responses within 15 days of receipt of the interrogatories.

V. Responses by Interested Parties

22. Each Interested Party that receives the Mortgagor Materials pursuant to Section E.III of this Protocol shall, within 60 days of such receipt (the “**Interested Party Submission Deadline**”), deliver to the Receiver a written response by way of sworn or affirmed affidavit, together with any supporting documentation on which that Interested Party intends to rely (collectively, the “**Interested Party Materials**”). Any Interested Party that does not deliver Interested Party Materials by the Interested Party Submission Deadline shall be deemed to have elected not to provide a response.
23. The Interested Party Materials shall comprise the Interested Party’s complete evidentiary record for the purposes of this Protocol, subject only to any further requests for documentation, particulars or information that the Receiver may make at any time, which the Interested Party shall respond to within 14 days of such request by the Receiver.

24. The Receiver shall deliver the Interested Party Materials, and any follow-up documentation, particulars or information delivered in response to a request by the Receiver, to the relevant Objecting Mortgagor within 7 days of receipt of same.

VI. Reply by Objecting Mortgagor

25. The Objecting Mortgagor shall have the right to deliver brief reply materials (the “**Reply Materials**”) in response to the evidence contained in the Interested Party Materials. The Objecting Mortgagor shall deliver Reply Materials to the Receiver within 7 days of receipt of the Interested Party Materials (the “**Reply Materials Submission Deadline**”). The Receiver shall promptly deliver same to the relevant Interested Parties.

VII. Mandatory Mediation (at the Receiver’s election)

26. At any time following the commencement of the Mortgage Adjudication Protocol, the Receiver may, in its sole discretion, direct that the Objecting Mortgagor and any other Interested Party that the Receiver considers necessary or appropriate participate in a mediation (a “**Mediation**”).
27. Upon such direction, the parties shall attend a Mediation before Chris Papadopoulos, or such other person as may be appointed by the Court (the “**Mediator**”) within 30 days of the Receiver’s direction, subject to the Mediator’s availability.
28. Participation in the Mediation shall be mandatory for the Objecting Mortgagor and each Interested Party directed by the Receiver to participate.
29. The fees and expenses of the Mediator shall be paid in accordance with an agreement reached among the parties participating in the Mediation acting reasonably, failing which such fees and expenses shall be paid as directed by the Court.
30. All communications made exclusively during the course of Mediation shall be without prejudice and strictly confidential. For greater clarity, no communications, documents or information exchanged exclusively in the course of a Mediation shall be included in, attached to or relied upon in any Approval Motion, Notice of Dispute or other Court

proceeding arising under this Protocol, except as may be necessary to enforce a settlement approved by the Court.

31. Subject to Section E.IX, the absence, failure or termination of any Mediation shall not suspend or extend any deadline set out in this Protocol.

VIII. Summary Trial

32. If the Objecting Mortgagor's claims are not resolved through prior Mediation (as set out in Section E.VII), the matter shall proceed to a summary trial ("**Summary Trial**") before a judge sitting on the Court based upon:

- (a) the Mortgagor Materials;
- (b) the EquityLine Materials;
- (c) the Interested Party Materials;
- (d) the Reply Materials; and
- (e) any additional documents provided pursuant to this Protocol, other than documents exchanged exclusively in furtherance of a Mediation.

33. Subject to Court availability, within 14 days of the delivery of Reply Materials, or the termination of Mediation, as the case may be, the parties will attend a case conference to establish a protocol for the Summary Trial (the "**Pre-Trial Case Conference**").

34. The order granted at Pre-Trial Case Conference shall govern the procedure for the Summary Trial, subject to any further orders of the Court.

IX. Control of EquityLine's Position during Summary Trial

35. Unless the relevant title insurer delivers a Waiver (defined below) to the Receiver at least 7 days before the Pre-Trial Case Conference, the Receiver shall have carriage and control of EquityLine's position in any summary trial conducted pursuant to this Protocol, including final authority over all legal positions taken in connection therewith.

36. If the relevant title insurer delivers a Waiver, the title insurer may assume carriage and control of EquityLine's position in the applicable Summary Trial; provided that the

Receiver may decline to permit such assumption of carriage where the Receiver, in its sole discretion acting reasonably, determines that a conflict exists between the conduct of the Summary Trial and the fiduciary duties owed by the Receiver to the stakeholders of EquityLine.

37. If, at any time after a title insurer has assumed carriage and control of EquityLine's position in a Summary Trial pursuant to paragraph 36, the Receiver determines, in its sole discretion, that the manner in which the Summary Trial is being conducted conflicts with the fiduciary duties owed by the Receiver to the stakeholders of EquityLine, the Receiver may immediately resume carriage and control of EquityLine's position in the Summary Trial. Upon resuming such carriage and control, the Receiver may take such steps as it considers appropriate in the circumstances, including requesting an adjournment of the Summary Trial or continuing with the Summary Trial. Any such resumption of carriage and control by the Receiver shall not constitute a breach of any obligation owed to the relevant title insurer and shall not, in whole or in part, form the basis for any denial, limitation or reservation of coverage under any applicable title insurance policy.
38. **“Waiver”** means a written and irrevocable waiver delivered by the relevant title insurer to the Receiver, substantially in the form attached hereto as Schedule **“D”** pursuant to which the title insurer unequivocally and unconditionally waives any right to deny, limit, restrict or otherwise dispute coverage under any applicable title insurance policy issued in respect of the Impugned Mortgage on the basis of, arising from, or in connection with the conduct, acts or omissions of EquityLine or its general partner, EquityLine GP Inc., Sergiy Shchavyelyev, or any of EquityLine's past or present, directors, officers or employees.

X. Extension to Deadlines

39. The Receiver may extend any deadline under this Protocol on a reasonable basis by written notice to the relevant Objecting Mortgagor and Interested Parties.
40. Any other party to this Protocol may extend a deadline hereunder upon obtaining the written consent of the Receiver or with leave of the Court. In considering any such request,

the Receiver may, in its sole discretion, solicit the views of the relevant Objecting Mortgagor and/or Interested Parties, as applicable.

F. Proceeds of Sale

41. If an Objecting Mortgagor intends to sell, or has sold, property encumbered by an Impugned Mortgage, the net sale proceeds attributable to that Impugned Mortgage shall be paid to the Receiver to be held in trust, pending the outcome of the Summary Trial and any further court orders. The Receiver will hold those proceeds in an interest-bearing trust account (the “**Sale Proceeds**”).
42. The Sale Proceeds shall be held in place of the Impugned Mortgage and any related claims in these receivership proceedings, without prejudice to any Objecting Mortgagor’s rights with respect to such proceeds, including any claim that the Impugned Mortgage is void or unenforceable due to fraud. For further clarity, payment of Sale Proceeds into trust under this section shall not constitute an admission as to the validity or enforceability of the Impugned Mortgage.

G. Determination of Title Insurance Claims

43. Within 30 days following the Court’s decision on the merits of a Summary Trial, the applicable title insurer shall make a determination regarding coverage in respect of the relevant Title Insurance Claims (“**Coverage Determination**”), and the applicable title insurer shall deliver its Coverage Determination to the Receiver, relevant Objecting Mortgagor and Interested Parties, in writing.
44. If the Receiver wishes to dispute a Coverage Determination made by the applicable title insurer, the Receiver shall deliver a notice of dispute to the title insurer within 14 days of receipt of a Coverage Determination (a “**Coverage Dispute Notice**”). If the Receiver accepts a Coverage Determination, the Receiver may seek Court approval of its decision to do so. The title insurer is not required to obtain Court approval of its Coverage Determinations.

45. If a Coverage Dispute Notice is delivered by the Receiver, the parties shall subsequently confer and attempt to agree on a timetable for the scheduling of a motion before the Court for an adjudication of the Coverage Dispute Notice. If an agreement on a timetable cannot be reached within 14 days of receipt of a Coverage Dispute Notice, a Court attendance shall be scheduled for procedural directions and to establish a timetable for the hearing of such motion. Subject to the Court's directions, the motion shall be determined primarily on the materials delivered to the Receiver in accordance with this Protocol, including any transcripts of cross-examinations conducted in respect of the affidavit evidence delivered by the Objecting Mortgagor and/or Interested Parties.
46. The Court's adjudication of the issues in respect of a Coverage Dispute Notice shall be final and binding on the applicable title insurer, relevant Objecting Mortgagor and Interested Parties in these receivership proceedings, and the Court may make such further orders as it considers appropriate.
47. The Receiver may request adjudication by the Court of multiple Coverage Dispute Notices at the same time, including within a single motion or hearing, as the Receiver considers appropriate.

H. Notice

48. All notices, service or delivery of materials to the Receiver in connection with this Protocol shall be effected by e-mail to the Receiver, as follows:

KSV RESTRUCTURING INC.

220 Bay St. Suite 1300,
Toronto, ON M5J 2W4

Mitch Vininsky

Tel: 416-932-6013

Email: mvininsky@ksvadvisory.com

Tony Trifunovic

Tel: 416-932-6013

Email: ttrifunovic@ksvadvisory.com

and to the Receiver's independent legal counsel, as follows:

THORNTON GROUT FINNIGAN LLP

100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rebecca Kennedy

Tel: (416) 304-0603
Email: rkennedy@tgf.ca

Derek Harland

Tel: (416) 304-1127
Email: dkharland@tgf.ca

Denna Jalili

Tel: (416) 304-0312
Email: djalili@tgf.ca

Schedule "A"
Objecting Mortgages

Mortgagor	Address	Interested Parties

[TABLE TO BE COMPLETED]

Certification:

I hereby certify that:

1. I am the Mortgagor or an authorized representative of the Mortgagor.
2. I have knowledge of all the circumstances connected with this response.
3. The Mortgagor asserts this response against the Equityline as set out above.
4. All available documentation in support of this response, including an Affidavit of Documents, is being provided with this response.

Signature: _____ Name: _____ Title: _____	Witness: _____ Name: _____ Address: _____ _____ _____
---	---

Schedule “D”**Title Insurer Waiver**

TO: KSV Restructuring Inc., in its capacity as court-appointed receiver of **EquityLine SPV Limited Partnership** (“**EquityLine**”)

RE: Title Insurance Policy No. [●]

The undersigned title insurer (the “**Title Insurer**”) hereby irrevocably, unequivocally and unconditionally waives any right to deny, limit, restrict or otherwise dispute coverage under the above-noted title insurance policy insuring the EquityLine mortgage registered against the property municipally known as **[insert municipal address]** and insured under the above-noted title insurance policy on the basis of, arising from, or in connection with the conduct, acts or omissions of:

- (a) EquityLine Limited Partnership;
- (b) EquityLine GP Inc.;
- (c) Sergiy Shchavyelyev; or
- (d) any past or present officers, directors, employees or advisors of EquityLine.

The Title Insurer further acknowledges that any assumption or resumption of carriage and control of EquityLine’s position in a summary trial by the Receiver pursuant to the mortgage adjudication protocol dated March [●], 2026 shall not, in whole or in part, constitute a basis to deny, limit or restrict coverage under the policy.

DATED this ____ day of _____, 2026.

THIS IS EXHIBIT "I" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:

Oliver Flis

2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.

March 19, 2026

WITH PREJUDICE

Sent Via E-mail

rkennedy@tgf.ca; djalili@tgf.ca; dharland@tgf.ca; chung@airdberlis.com; mspence@airdberlis.com; renglish@airdberlis.com; abernicchia-freeman@airdberlis.com; dberlach@sblegal.ca

All:

**Re: Equitable Bank v. EquityLine SPV Limited Partnership (Court File No. CV-24-00721560-00CL)
– Mortgage Adjudication Protocol**

We have reviewed the Receiver's revised mortgage adjudication protocol dated March 11, 2026 (the "**Receiver Protocol**") against the protocol proposed by First Canadian Title ("**FCT**") and TitlePlus (the "**Insurers**") on February 13, 2026 (the "**Insurer Protocol**"). There are several areas of alignment between the parties, including the procedural consolidation of the mortgagors' claims into the Receivership and a mandatory mediation process, which we remain hopeful will result in the claims being settled. We similarly acknowledge the Receiver's general agreement to a summary trial process in the event that the claims do not settle. However, we remain of the view that the Insurer Protocol is the more appropriate form of protocol, subject to further discussion of minor modifications to address concerns that do not affect the substance of the Insurers' contractual rights. We provide the following comments to frame that discussion.

a. The Protocol Must Provide for Threshold Documentary Disclosure

The Receiver Protocol fails to provide for the threshold documentary disclosure required by the applicable title insurance policies and the duty to cooperate, as set out in the Insurer Protocol and our repeated prior correspondence. Fulsome affidavits of documents in accordance with the *Rules of Civil Procedure* will be necessary for cross-examinations and ultimate adjudication of claims that do not settle.

b. Formal Pleadings Are Necessary to Trigger the Insurers' Duty to Defend

The process in paragraphs 5 and 12-15 of the Receiver Protocol-initiating and responding to claims via the Notice of Claim and Mortgagor's Response (Schedules "B" and "C") is insufficient to trigger the Insurers' duty to defend. Formal pleadings are required to trigger the duty to defend. The applicable title insurance policies specifically contemplate this: paragraph 4 of the Conditions of the FCT policies states that FCT "shall provide for the defence of an Insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy".

Moreover, given that statements of claim or counterclaims have already been issued by some of the mortgagors, the process in the Receiver Protocol would be duplicative and would not properly respond to

the claims that have already been commenced. We reiterate that pleadings may need to be amended in response to the mortgagors' claims, which the Insurer Protocol reasonably provides shall occur on the consent of the parties.

c. The Protocol Cannot Prevail Over the Title Insurance Policies

The Receiver Protocol cannot prevail over the terms of the applicable title insurance policies without the Insurers' consent. A court-appointed receiver steps into the shoes of the debtor and cannot unilaterally amend contracts entered into by the debtor with third parties prior to the receivership.¹

In particular, we underscore that the Insurers have the right under the applicable title insurance policies to assume and control the defence of the mortgagors' claims. The Receiver cannot unilaterally dispense with the Insurers' rights under the policies, particularly given that the Receiver is also an insured.

d. The Receiver Cannot Absolve Itself of EquityLine's Conduct, Acts, Omissions, and Liabilities

The Receiver cannot absolve itself of its own conduct, acts, omissions, and liabilities, nor those of EquityLine, as contemplated in paragraphs 10 and 38 of the Receiver Protocol and the Title Insurer Waiver (Schedule "D"). Where a receiver seeks to enforce a contract on the debtor's behalf, it cannot simultaneously avoid the debtor's burdens. The Receiver cannot expect the benefit of coverage under the policies while absolving itself of its own and EquityLine's obligations.

e. A Summary Trial Must Have a Fulsome Evidentiary Record and Procedure

The above comments regarding the Insurers' right to assume and control the defence of the mortgagors' claims, and the absence of any basis upon which the Receiver can absolve itself of EquityLine's burdens, are equally applicable to the summary trial process proposed at paragraphs 32-38 of the Receiver Protocol, particularly to the extent that process contemplates the delivery of the Title Insurer Waiver enclosed as Schedule "D" of the Receiver Protocol.

The evidentiary parameters proposed for summary trial will significantly limit the record before the court and will not adequately address the mortgagors' claims, which may require expert reports and will require cross-examinations on fulsome affidavits of documents to properly test credibility, intent, knowledge, and inconsistencies.

¹ As the Supreme Court of Canada confirmed in *Peace River Hydro Partners v. Petrowest Corp.*, [2022 SCC 41](#), at paras. 109-110

Path Forward

If the Receiver maintains that the court has jurisdiction to impose terms prevailing over the policies, we invite the Receiver to schedule a case conference with Justice Kimmel for directions. We are prepared to discuss the above further and, if necessary, confer on a timetable for either a case conference or a motion to determine the appropriate way forward.

Yours truly,

Dentons Canada LLP



Kenneth Kraft
Counsel

KK/of

cc: Renee Brosseau, Dentons Canada LLP
Sara-Ann Wilson, Dentons Canada LLP
Oliver Flis, Dentons Canada LLP
Tony Antoniou, Antoniou Law

THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF JOHN TRACY SWORN BEFORE
ME THIS 7th DAY OF APRIL, 2026.

Signed by:

Oliver Flis

2D6E2BFA12994D8...

A Commissioner for Taking Affidavits, etc.

Revised Protocol ~~-13 February-~~ 7 April 2026

#	Item	Process Point	Timeline	Notes
1	Document Disclosure – Policy Obligation	Insured Mortgagee/ <u>Receiver</u> to provide all relevant documents to title insurers in accordance with the applicable title insurance policies.	ASAP	The obligation is ongoing. A detailed list was provided to the Insured Mortgagee to facilitate production on 18 January 2026. This obligation is not part of the court <u>Court</u> approved protocol it is an obligation of the Insured pursuant to the policies.
2	Transfer Orders	Insured Mortgage <u>Mortgagee/Receiver</u> to obtain orders to transfer all litigation matters to the Commercial List	March 13 <u>April 30</u> , 2026	Rule 131.01(3) <u>13.1.02</u> . This can be done by the Insured Mortgagee in a basket motion. It is a simple matter.
3.	Orders to Continue	Insured Mortgagee/ <u>Receiver</u> to obtain orders to continue transferring all litigation matters	March 13 <u>April 30</u> , 2026	Rule 11. This can be done in a basket motion. It is a simple matter. Insured Mortgagee will also have to lift the stay
4	Exchange of Affidavits of Documents	<u>Insured</u> Mortgagee/ <u>Receiver</u> , Mortgagor and named parties in pleadings (the “ Parties ”) to exchange affidavits of documents (“ AOD ”). Usual production requirements pursuant to Rules 29 and 30 <u>30</u> apply.	<u>Within 30 days of court approval of the protocol.</u>	Insured Mortgagee will provide estimated timeline to produce documents to title insurers.
5.	Amendment(s) to Pleadings	Parties to amend pleadings on consent following the receipt of the AOD	Within 30 days of the receipt of the AOD	Rule 26.01 Protocol to confirm it is on consent to avoid unnecessary delay. All rights reserved with respect to defenses including limitations.
6.	Supplemental AOD	Contingent on amendments to pleadings	Within 20 days of the receipt of Amended Pleadings, if any.	
7.	Mortgagor Affidavits	Provide outline of their position	Within 20 days of the Receipt of the Supplemental AOD, if any. If not, within 20 days <u>later</u> of the receipt of	

Revised Protocol ~~-13 February-~~ 7 April 2026

#	Item	Process Point	Timeline	Notes
			the <u>(a) AOD (b) Amended Pleadings (c) Supplemental AOD.</u>	
8	Cross-Examination <u>E</u> xaminations <u>xaminations</u> for Discovery <u>for Discovery</u> on AOD <u>AODs</u>	Cross-examinations <u>Examinations</u> to be completed. - Cross-examinations <u>Examinations</u> not to exceed 7-hour time limit under Rule 31.05.1.	At the election of the parties, cross-examinations <u>Parties,</u> <u>examinations</u> can occur before or after mandatory mediation.	
9	Mandatory Mediation	Parties to attend mediation with <u>a</u> designated mediator (the "Mediator") who specializes <u>specializes</u> in title fraud matters.	The Mediator will provide dates	Good availability confirmed with the Mediator:- <u>Chris Papadopoulos</u>
10	Summary Trial (Commercial List)	If mediation unsuccessful, matter to be heard by designated trier of fact in summary trial.	Scheduled by Commercial List. <ul style="list-style-type: none"> Parties to attend case conference with trier of fact to establish protocol for hearing, including exchange of affidavits and expert reports as the case may be, and cross-examination on affidavits before trier of fact using summary trial procedures. The summary trial procedures will be approved by the trier of fact and include the use of affidavits as the evidence-in-chief with cross-examinations on the affidavits to test credibility, intent, knowledge, 	

Revised Protocol ~~-13 February-~~ 7 April 2026

#	Item	Process Point	Timeline	Notes
			inconsistencies, etc.	
11	Appeal	Parties may exercise appeal rights under <i>Courts of Justice Act</i> and <i>Rules of Civil Procedure</i>		

Summary report:	
Litera Compare for Word 11.12.0.83 Document comparison done on 4/6/2026 12:41:42 PM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original filename: C:\Users\fliso\Downloads\Fraud Claim Litigation Protocol 12 February 2026.docx	
Modified filename: C:\Users\fliso\Downloads\Fraud Claim Litigation Protocol - 7 Apr 2026.docx	
Changes:	
<u>Add</u>	26
Delete	17
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	43

EQUITABLE BANK
Applicant

-and-

EQUITYLINE SPV LIMITED PARTNERSHIP
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JOHN TRACY

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

Renée Brosseau (LSO # 47074B)
Tel: 416-863-4650

renee.brosseau@dentons.com

Kenneth Kraft (LSO # 31919P)
Tel: 416-863-4374

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)
Tel: 416-863-4402

sara.wilson@dentons.com

*Lawyers for Stewart Title Guaranty Company and FCT
Insurance Company Ltd.*

Tab 3

Court File No. CV-24-00721560-00CL

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

THE HONOURABLE)
)
JUSTICE) DAY OF APRIL, 2026

**IN THE MATTER OF THE RECEIVERSHIP OF EQUITYLINE
SPV LIMITED PARTNERSHIP**

B E T W E E N:

EQUITABLE BANK

Applicant

- and -

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

ORDER

THIS MOTION, made by First Canadian Title Insurance Company Ltd. (“FCT”) for, among other things, approval of the Mortgage Adjudication Protocol (defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Cross-Motion Record of FCT, dated April 7, 2026, the Motion Record of KSV Restructuring Inc, in its capacity as receiver (the “Receiver”), dated March 30, 2026, the Factum of the Receiver dated April ●, 2026, and the Factum of FCT dated April ●, 2026, and on hearing the submissions of counsel for the Receiver, counsel for FCT, and any such other counsel and parties as were present as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of ●, sworn ●, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Cross-Motion Record of FCT is hereby abridged and validated so that this cross-motion is properly returnable today, and hereby dispenses with further service thereof.

APPROVAL OF THE FCT PROTOCOL

2. **THIS COURT ORDERS** that the mortgage adjudication protocol (the “**Mortgage Adjudication Protocol**”) attached hereto as Schedule “A”, and the procedures contemplated therein, are hereby approved for the adjudication of the Protocol Proceedings (as defined below), subject to such amendments as may be made to the Mortgage Adjudication Protocol by the Receiver, FCT, and TitlePlus on consent.

3. **THIS COURT ORDERS** that the Receiver is authorized and directed to take such steps as may be necessary or advisable to carry out and perform its obligations under the Mortgage Adjudication Protocol.

TRANSFER AND CONTINUANCE OF THE PROTOCOL PROCEEDINGS

4. **THIS COURT ORDERS** that the proceedings listed in Schedule “B” (the “**Protocol Proceedings**”) are hereby transferred to the Commercial List.

5. **THIS COURT ORDERS** that the Protocol Proceedings are hereby continued and that the title of the proceedings in all documents issued, served, or filed after the date of this Order be as listed in Schedule “C”.

6. **THIS COURT ORDERS** that the parties to the Protocol Proceedings shall be permitted to amend pleadings as set out in the Mortgage Adjudication Protocol, without the need for a further court order or the consent of the parties, and without prejudice to all parties’ rights to assert defences.

COSTS

7. **THIS COURT ORDERS** that costs of this cross-motion, inclusive of all taxes and disbursements, shall be fixed in the amount of \$ _____ , payable by the Receiver to FCT.
8. **THIS ORDER BEARS INTEREST** at the rate of 4.0 percent per year commencing on the date of this Order.
-

SCHEDULE "A"

Mortgage Adjudication Protocol

Revised Protocol - 7 April 2026

#	Item	Process Point	Timeline
1	Document Disclosure – Policy Obligation	Insured Mortgagee/Receiver to provide all relevant documents to title insurers in accordance with the applicable title insurance policies.	ASAP
2	Transfer Orders	Insured Mortgagee/Receiver to obtain orders to transfer all litigation matters to the Commercial List	April 30, 2026
3.	Orders to Continue	Insured Mortgagee/Receiver to obtain orders to continue transferring all litigation matters	April 30, 2026
4	Exchange of Affidavits of Documents	Insured Mortgagee/Receiver, Mortgagor and named parties in pleadings (the “Parties”) to exchange affidavits of documents (“AOD”). Usual production requirements pursuant to Rules 29 and 30 apply.	Within 30 days of court approval of the protocol.
5.	Amendment(s) to Pleadings	Parties to amend pleadings on consent following the receipt of the AOD	Within 30 days of the receipt of the AOD
6.	Supplemental AOD	Contingent on amendments to pleadings	Within 20 days of the receipt of Amended Pleadings, if any.
7.	Mortgagor Affidavits	Provide outline of their position	Within 20 days of the later of the receipt of the (a) AOD (b) Amended Pleadings (c) Supplemental AOD.
8	Examinations for Discovery on AODs	Examinations to be completed. Examinations not to exceed 7-hour time limit under Rule 31.05.1.	At the election of the Parties, examinations can occur before or after mandatory mediation.
9	Mandatory Mediation	Parties to attend mediation with a designated mediator (the “Mediator”) who specializes in title fraud matters.	The Mediator will provide dates
10	Summary Trial (Commercial List)	If mediation unsuccessful, matter to be heard by designated trier of fact in summary trial.	Scheduled by Commercial List. <ul style="list-style-type: none"> Parties to attend case conference with trier of fact to establish protocol for hearing, including exchange of affidavits and expert reports as the case may be, and cross-examination on affidavits before trier of fact using summary trial procedures.

Revised Protocol - 7 April 2026

#	Item	Process Point	Timeline
			<ul style="list-style-type: none">• The summary trial procedures will be approved by the trier of fact and include the use of affidavits as the evidence-in-chief with cross-examinations on the affidavits to test credibility, intent, knowledge, inconsistencies, etc.
11	Appeal	Parties may exercise appeal rights under <i>Courts of Justice Act</i> and <i>Rules of Civil Procedure</i>	

SCHEDULE “B”

Proceedings Transferred to Commercial List

Court File No.	Style of Cause
CV-23-00695067-0000	<p>COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff</p> <p>-and-</p> <p>BARBARA BURTON, GILLIAN FRANCES BURTON and DEBORAH ANNE BURTON Defendants</p>
CV-23-00704595-0000	<p>COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff</p> <p>-and-</p> <p>PHYLLIS NOLA HINDS Defendants</p>
CV-22-00080355-00A1 and CV-22-00080355- 00A1	<p>COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff</p> <p>-and-</p> <p>BARRY WILLIAM HINSCHBERGER and LISA MARIE HINSCHBERGER Defendants</p> <p>-and-</p> <p>SIMON MORRIS, MORRIS & MORRIS LLP, JOEL KELMAN, EID ALMUSRI, THE MORTGAGE MAVEN INC, EQUITYLINE SPV GP INC, SERGIY SHCHAVYELYEV, SERGIY PRZHEBELSKY, HASKELL HILLEL NUSSBAUM, SHAPIRO LAWYERS, CANADAS CHOICE CAPITAL /ANAS AYYOUB, Third-Parties</p>

SCHEDULE "C"

Protocol Proceedings as Continued

Court File No.	Style of Cause
CV-23-00695067-0000	<p align="center">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP Plaintiff</p> <p align="center">-and-</p> <p align="center">BARBARA BURTON, GILLIAN FRANCES BURTON and DEBORAH ANNE BURTON Defendants</p>
CV-23-00704595-0000	<p align="center">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP Plaintiff</p> <p align="center">-and-</p> <p align="center">PHYLLIS NOLA HINDS Defendants</p>
CV-22-00080355-00A1 and CV-22-00080355- 00A1	<p align="center">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP Plaintiff</p> <p align="center">-and-</p> <p align="center">BARRY WILLIAM HINSCHBERGER and LISA MARIE HINSCHBERGER Defendants</p> <p align="center">-and-</p> <p align="center">SIMON MORRIS, MORRIS & MORRIS LLP, JOEL KELMAN, EID ALMUSRI, THE MORTGAGE MAVEN INC, EQUITYLINE SPV GP INC, SERGIY SHCHAVYELYEV, SERGIY PRZHEBELSKY, HASKELL HILLEL NUSSBAUM, SHAPIRO LAWYERS, CANADAS CHOICE CAPITAL /ANAS AYYOUB, Third-Parties</p>

EQUITABLE BANK
Applicant

-and-

EQUITYLINE SPV LIMITED PARTNERSHIP
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

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

Renée Brosseau (LSO # 47074B)
Tel: 416-863-4650

renee.brosseau@dentons.com

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: 416-863-4402

sara.wilson@dentons.com

*Lawyers for Stewart Title Guaranty Company and
FCT Insurance Company Ltd.*

EQUITABLE BANK
Applicant

and

Court File No. CV-24-00721560-00CL
EQUITYLINE SPV LIMITED PARTNERSHIP
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

CROSS-MOTION RECORD

DENTONS CANADA LLP

The Toronto-Dominion Centre
77 King Street West, Suite 400
Toronto, ON M5K 0A1

Renée Brosseau (LSO # 47074B)

Tel: 416-863-4650

renee.brosseau@dentons.com

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: 416-863-4402

sara.wilson@dentons.com

*Lawyers for Stewart Title Guaranty Company and FCT
Insurance Company Ltd.*