

**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

**MOTION RECORD
(Re: Tolling Order)
Returnable May 15, 2025**

May 13, 2026

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Lawyers for the Court-appointed receiver of
EquityLine SPV Limited Partnership, KSV
Restructuring Inc.

TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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INDEX

TAB	DOCUMENT
1	Notice of Motion returnable May 15, 2026
2	Fifth Report of the Receiver, KSV Restructuring Inc., dated May 13, 2026
Appendix "A"	Receivership Order dated August 8, 2024
Appendix "B"	Mortgage Adjudication Protocol Approval Order dated April 30, 2026
Appendix "C"	Statement of Claim dated September 21, 2023
Appendix "D"	Statement of Defence and Counterclaim dated May 16, 2024
Appendix "E"	Third Party Claim dated May 24, 2024
3	Draft Tolling Order

TAB 1

**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 MOTION
(Tolling Order)
(Returnable May 15, 2026)**

KSV RESTRUCTURING INC. (“**KSV**”), in its capacity as Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of EquityLine SPV Limited Partnership (the “**Debtor**”) will make a motion to a Judge presiding over the Superior Court of Justice, Toronto (Commercial List) on April 30, 2026, at 9:30 am, or as soon thereafter as the motion can be heard, at 330 University Avenue, Toronto, Ontario by way of videoconference.

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

[x] by video conference.

THE MOTION IS FOR:

- (a) An order substantially in the form attached at Tab 3 of the Motion Record, *inter alia*, tolling any applicable limitation periods in respect of claims or proceedings in relation to the Van Dijk Proceeding (as defined in the Fifth Report of the Receiver) until further Order of this Court; and
- (b) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

- (a) Pursuant to an Order of the Superior Court of Justice, Toronto (Commercial List) dated August 8, 2024 (the “**Receivership Order**”), KSV was appointed as the Receiver, without security, of all assets, undertakings and properties of the Debtor;
- (b) In carrying out its mandate, the Receiver developed a mortgage adjudication protocol (the “**Protocol**”) to permit the orderly and court-supervised review of disputes concerning certain mortgages registered for the benefit of the Debtor. This Court approved the Protocol on April 30, 2026;
- (c) It has come to the Receiver’s attention that certain claims in relation to the Debtor or its property, including in connection with the matters to be addressed under the Protocol, may be subject to applicable limitation periods that may expire before the Protocol process is completed;
- (d) A tolling order is necessary and appropriate to preserve the potential claims and avoid multiple proceedings, in accordance with the efficient and centralized administration of this receivership, the stay and suspension already imposed by the

Receivership Order, and the single proceeding model for insolvency proceedings in Canada;

- (e) Rules 2.03, 3.02, 5.04(2) and 37 of the *Rules of Civil Procedure*;
- (f) Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and the inherent and equitable jurisdiction of the Court; and
- (g) Such further and other grounds as the lawyers may advise.

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

- (a) The Fifth Report of the Receiver dated May 13, 2026; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 13, 2026

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TO: **SERVICE LIST**

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

EQUITABLE BANK

Applicant

- and -

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

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EQUITABLE BANK

and

EQUITYLINE SPV LIMITED PARTNERSHIP

Applicant

Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

NOTICE OF MOTION

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SPV Limited Partnership, KSV Restructuring Inc.

TAB 2



**Fifth Report to Court of
KSV Restructuring Inc.
as Receiver and Manager of
EquityLine SPV Limited Partnership**

May 13, 2026

Contents

Page

1.0 Introduction..... 1

 1.1 Purpose of this Report2

 1.2 Restrictions2

2.0 The Van Dijk Mortgage2

3.0 The Receiver’s Requested Relief..... 3

4.0 Conclusion.....4

Appendices

Appendix

Tab

Receivership Order dated August 8, 2024A

Mortgage Adjudication Protocol Approval Order dated April 30, 2026.....B

Statement of Claim dated September 21, 2023C

Statement of Defence and Counterclaim dated May 16, 2024D

Third Party Claim dated May 24, 2024E



COURT FILE NUMBER: CV-24-00721560-00CL

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

B E T W E E N:

EQUITABLE BANK

APPLICANT

- AND -

EQUITYLINE SPV LIMITED PARTNERSHIP

RESPONDENT

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**FIFTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER AND MANAGER**

MAY 13, 2026

1.0 Introduction

1. Pursuant to an order issued by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on August 8, 2024 (the “**Receivership Order**”), KSV Restructuring Inc. (“**KSV**”) was appointed as the receiver and manager (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties of EquityLine SPV Limited Partnership (the “**Debtor**”) acquired for, or used in relation to, a business carried on by the Debtor, including all proceeds thereof (the “**Property**”). A copy of the Receivership Order is attached as **Appendix “A”**.
2. The Debtor is part of a group of companies known as the “EquityLine Group”, which operated in the mortgage services sector as of the date of the Receivership Order.
3. On April 30, 2026, the Court granted an order (the “**MAP Approval Order**”) approving a protocol to adjudicate eight impugned mortgages (collectively, the “**Impugned Mortgages**”) that form part of the Property (the “**Mortgage Adjudication Protocol**”). A copy of the MAP Order is attached as **Appendix “B”**.
4. This fifth report (the “**Fifth Report**”) is filed by KSV in its capacity as Receiver.

1.1 Purpose of this Report

1. The purpose of this Fifth Report is to provide the Court with information in respect of the case conference scheduled by the Receiver for May 15, 2026, and, in particular:
 - a) provide an overview of certain issues relating to the mortgage with respect to Mr. Van Dijk and the property municipally known as 19 – 700 Paisley Road, Guelph, Ontario (the “**Van Dijk Property**”), one of the Impugned Mortgages, and the related litigation that is now subject to the Mortgage Adjudication Protocol; and
 - b) provide the basis for the Receiver’s motion for a tolling order to prevent the expiry of any limitation periods regarding Mr. Van Dijk’s mortgage and related litigation.

1.2 Restrictions

1. In preparing this Fifth Report, the Receiver has relied upon: (i) discussions and information provided by representatives of Equitable Bank; (ii) certain of the Debtor’s unaudited books and records; (iii) information provided by the Debtor and its principal, Sergiy Shchavyelyev; and (iv) the pleadings filed by the parties in the litigation related to the Van Dijk mortgage (collectively, the “**Information**”).
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance as contemplated under the CAS in respect of the Information. Any party wishing to place reliance on the Information should perform its own diligence and the Receiver accepts no responsibility for any reliance placed on the Information in this Report by any party.
3. Additional background information regarding the Debtor and the reasons for the appointment of the Receiver are provided in the affidavit of Brendan Smith, Director, Specialized Finance of EQB, sworn May 31, 2024 (the “**Smith Affidavit**”). Copies of the Court materials filed in these proceedings are available on the Receiver’s case website at: <https://www.ksvadvisory.com/experience/case/equityline>.

2.0 The Van Dijk Mortgage

1. There are eight Impugned Mortgages and the related litigation is now subject to the Mortgage Adjudication Protocol and the MAP Order. One such mortgage and litigation relates to Mr. Van Dijk and the Van Dijk Property.
2. On May 12, 2022, a residential mortgage was registered in favour of Computershare Trust Company of Canada (“**Computershare**”), as the previous custodian of the Debtor’s mortgages, against the Van Dijk Property (the “**Van Dijk Mortgage**”) in the principal amount of \$360,000.
3. There is currently \$466,152 outstanding under the Van Dijk Mortgage.

4. On September 21, 2023, a Statement of Claim (the “**SOC**”) was issued by the Debtor against Mr. Van Dijk to enforce the Van Dijk Mortgage beneficially held for the Debtor. A copy of the SOC is attached as **Appendix “C”**.
5. On May 16, 2024, Mr. Van Dijk filed a Statement of Defence (the “**SOD**”) and Counterclaim (the “**Counterclaim**”). A copy of the SOD and Counterclaim is attached as **Appendix “D”**.
6. On May 24, 2024, Mr. Van Dijk issued a Third Party Claim (the “**Third Party Claim**”) against the following parties: 2852874 Ontario Inc., 2799953 Ontario Inc., Danielle Harrison, Austin Acheson, Aid Almusri, Mortgage Maven Inc., Equityline SVP GP Inc. and Canada’s Choice Capital. A copy of the Third Party Claim is attached as **Appendix “E”**.
7. The Third Party Claim names Equityline SVP GP Inc.; however, this is likely meant to name Equityline SPV GP Inc. (the “**GP**”), the general partner of the Debtor.
8. The Receivership Order was granted prior to any Statement of Defence being filed with respect to the Counterclaim or any Third Party Claims. The Receivership Order has stayed the proceedings against the Property, the Debtor and the Receiver.
9. Pursuant to the MAP Order, the Van Dijk SOC was continued from Computershare to KSV, in its capacity as the Receiver of the Debtor. The Mortgage Adjudication Protocol and the MAP Order apply to the Van Dijk Mortgage and related litigation.

3.0 The Receiver’s Requested Relief

1. The Receiver’s counsel, Thornton Grout Finnigan LLP, has advised that the limitations period commenced on the date that the GP was served with the Third Party Claim.
2. The Receiver has been unable to confirm if or when the Third Party Claim was served on the GP. Assuming that the Third Party Claim was served on the date it was issued, there is a limitation period expiring on May 23, 2026, for the GP to file cross claims against the other third parties.
3. While the Receivership Order stays actions against the Property, the Debtor and the Receiver, it does not toll any applicable limitation periods.
4. The Receiver needs to take steps to preserve and protect the rights of the Debtor with respect to the Van Dijk Mortgage and related litigation. This requires the Receiver to defend against the Counterclaim and to have the GP defend the Third Party Claim and commence a cross claim against the other third parties. As set out above, the SOC has been continued in the name of KSV, in its capacity as the Receiver of the Debtor. Therefore, the Receiver can take steps to defend against the Counterclaim. However, the Third Party Claim named the GP, and not the Debtor.
5. While the Van Dijk Mortgage constitutes “Property” under the Receivership Order and is subject to same, the GP is not subject to the Receivership Order and KSV is not currently appointed over the GP. The Receiver cannot currently instruct counsel to defend the Counterclaim and commence cross claims on behalf of the GP.

6. Counsel to the Debtor and the EquityLine Group is Friedmans LLP. The Receiver has been unable to confirm if Friedmans LLP remains retained by the EquityLine Group and the GP in particular. In addition, the only director of the GP is Sergiy Shchavylyev who has been unresponsive during all recent steps in these proceedings.
7. The Receiver is considering whether it needs to expand the Receivership Order to include the GP, which would need to be on notice to the GP, its sole director and former counsel to the Debtor.
8. There is an urgent need for the limitations period to be tolled while the Receiver considers the best approach to having the GP engaged.
9. The Receiver recommends that this Court grant an order tolling all limitations periods in respect of the Van Dijk litigation until further order of the Court so that the GP's participation can be resolved. In the Receiver's view, no party will be prejudiced by the granting of such an order as no steps have been taken in the proceedings and such an order would allow time for the GP's involvement to be adjudicated if a consent resolution amongst the parties cannot be achieved.

4.0 Conclusion

1. Based on the foregoing, the Receiver recommends that the Court make an Order tolling the limitations periods in respect of the Van Dijk litigation and granting ancillary relief.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF
EQUITYLINE SPV LIMITED PARTNERSHIP
AND NOT IN ITS PERSONAL CAPACITY**

APPENDIX “A”



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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
JUSTICE JANA STEELE)
)
)
)

TUESDAY, THE 30th
DAY OF JULY, 2024

EQUITABLE BANK

Applicant

- and -

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

ORDER
(appointing Receiver)

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KSV Restructuring Inc. as receiver and manager ("**KSV**" and in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of EquityLine SPV Limited Partnership (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard before the Honourable Justice Jana Steele on July 29, 2024 at 330 University Avenue, Toronto, Ontario.

AND WHEREAS on reading the Affidavit of Brendan Smith sworn May 31, 2024 and the Exhibits thereto, the Affidavit of Jackson Chau sworn July 25, 2024 and the Exhibit thereto, the Affidavit of Stephen Murphy sworn July 25, 2024 and the Exhibits thereto, the Affidavit of Sergiy Shchavyelyev sworn July 16, 2024 and the Exhibits thereto, and on hearing the

submissions of counsel for the Applicant and the Respondent, no one else appearing although duly served as appears from the affidavits of service filed, and on reading the consent of KSV to act as the Receiver, the Honourable Justice Jana Steele issued an endorsement released July 30, 2024 providing that KSV be appointed as receiver (the “**Endorsement**”),

AND WHEREAS the Applicant and the Respondent have approved the form of Order, which is being signed by the Honourable Justice Kimmel to give effect to the Endorsement,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including but not limited to all mortgages held in the name of the Debtor or held in the name of Computershare Trust Company of Canada (“**Computershare**”), as custodian for the Debtor, together with all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$1,000,000, provided that the aggregate consideration for all such transactions does not exceed \$5,000,000, all before applicable taxes; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

4. THIS COURT ORDERS that all right, title and interest in the Property held by Computershare pursuant to a custodial agreement dated August 5, 2021 between Computershare and the Debtor (the “**Custodial Agreement**”), and pursuant to a title custodian acknowledgment agreement with Equitable Bank, the Debtor and Computershare dated August 5, 2021 (the “**Title Custodian Acknowledgement Agreement**”) be and are hereby transferred and assigned to the Receiver and Computershare is hereby released from any obligations under the Custodial Agreement and Title Custodian Acknowledgement Agreement without prejudice to Computershare’s right and ability to continue to rely on those clauses of the Custodial Agreement and Title Custodian Acknowledgement Agreement that survive resignation or termination including without limitation, Section 8.11 of the Title Custodian Agreement.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

6. THIS COURT ORDERS 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 any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure. Without limiting the generality of the foregoing, such Records includes those in the hands of EquityLine Services Corp.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this

paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

8. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property, including without limitation any and all Proceedings brought in the name of Computershare in respect of the Property ("**Computershare Proceedings**") shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings, including without limitation the Computershare Proceedings and any counterclaims asserted in the Computershare Proceedings, currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless

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

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

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

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$700,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

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

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

day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

29. THIS COURT ORDERS that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such solicitors may include Aird & Berlis LLP, solicitors for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent solicitors in respect of any legal advice or services where a conflict exists or may arise.

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

31. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

33. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

35. THIS COURT ORDERS that this Order and all of its provisions are effective as of the date of this order without any need for entry and filing.



Digitally signed by
Jessica Kimmel
Date: 2024.08.08
09:40:57 -04'00'

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver and manager (the "**Receiver**") of the assets, undertakings and properties EquityLine SPV Limited Partnership acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

and

Applicant

Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at TORONTO

ORDER
(Appointing Receiver)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street
Suite 1800
Toronto, ON M5J 2T9

Robb English (LSO # 19862F)
Tel: (416) 865-4748
Email: renchis@airdberlis.com

Miranda Spence (LSO # 60621M)
Tel: (416) 865-3414
Email: mspence@airdberlis.com

Lawyers for Equitable Bank

APPENDIX “B”



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

THURSDAY, THE 30TH

JUSTICE MYERS

)

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 KSV Restructuring Inc. (“**KSV**”) in its capacity as Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of EquityLine SPV Limited Partnership (“**EquityLine**”) for approval of the Mortgage Adjudication Protocol (as defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report of the Receiver dated January 5, 2026, the Supplement to the Fourth Report of the Receiver dated March 30, 2026, the Second Supplement to the Fourth Report of the Receiver dated April 10, 2026, the cross-motion record of First Canadian Title Insurance Company Ltd. (“**FCT**”) dated April 7, 2026 and supplementary cross-motion record of FCT dated April 21, 2026, and the appendices and exhibits thereto, as applicable (collectively, the

“**Motion Materials**”), and on hearing the submissions of counsel for the Receiver, FCT and TitlePLUS, and on reading the consent of the Receiver, FCT, TitlePLUS, Phyllis Nola Hinds and Lyle Auton, no one else opposing for any other interested person, although duly served as evidenced by the Lawyer’s Certificates of Service of Denna Jalili, filed and Affidavits of Service of Ying (Teddy) Ouyang, filed.

SERVICE

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

APPROVAL OF THE MORTGAGE ADJUDICATION 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, and, as applicable, FCT or 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.

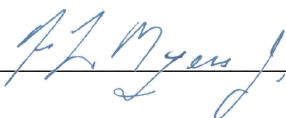
ELIGIBILITY

4. **THIS COURT ORDERS** that the persons listed in Schedule “B” hereto are eligible to participate in the Mortgage Adjudication Protocol, irrespective of whether they have yet to commence a Protocol Proceeding. For certainty, the Estate of Cindy Hunter-Parkhill shall be eligible to commence a Protocol Proceeding and participate in the Mortgage Adjudication Protocol, without prejudice to any defences available in respect thereof.

CONTINUANCE OF THE PROTOCOL PROCEEDINGS

5. **THIS COURT ORDERS** that the proceedings listed in Schedule “C”, as amended from time to time by the Receiver (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 “D”.

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.



Justice FL
Myers

Digitally signed by Justice
FL Myers
Date: 2026.04.30 11:01:18
-04'00'

SCHEDULE "A"

Mortgage Adjudication Protocol

#	Item	Process Point	Timeline
1	Document Disclosure – Policy Obligation	Mortgagee/Receiver to provide all relevant documents to title insurers in accordance with the applicable title insurance policies.	ASAP
2.	Orders to Continue	Insured Mortgagee/Receiver to obtain orders to continue the litigation replacing Computershare with the Insured Mortgagee/ Receiver	April 30, 2026
3.	Amendment(s) to Pleadings	Insured Mortgagee/Receiver, Mortgagor and named parties in pleadings (the " Parties ") to amend pleadings on consent	Within 30 days of Court approval.
4.	Exchange of Affidavits of Documents	Parties to exchange affidavits of documents (" AOD "). Usual production requirements pursuant to Rules 29 and 30 apply.	Within 30 days of amended pleadings, if any.
5.	Mandatory Mediation	Parties to attend mediation with a designated mediator (the " Mediator ") who specializes in title fraud matters.	The Mediator will provide dates
6.	Examinations for Discovery on AOD	Examinations to be completed. Examinations not to exceed 7-hour time limit under Rule 31.05.1.	Scheduled following an unsuccessful mediation
7	Summary Trial (Commercial List)	If mediation unsuccessful, matter to be heard by designated trier of fact in a summary trial. Parties to attend case conference with trier of fact to establish the protocol for the hearing, including transfer of matter to Commercial List, exchange of affidavits and expert reports as the case may be, and cross-examination on affidavits before trier of fact using summary trial procedures.	Scheduled by Commercial List.
8	Appeal	Parties may exercise appeal rights under the <i>Courts of Justice Act</i> and <i>Rules of Civil Procedure</i>	

SCHEDULE "B"
Eligible Mortgagors

Mortgagor	Address
Lynda Sharon Talmage	17-280 Thaler Avenue, Kitchner ON
Adrian Van Dijk	19-700 Paisley Road, Guelph ON
Margaret Ellen Jank	132 Swift Crescent, Guelph ON
Lyle Auton	22 Lord Roberts Drive, Toronto ON
Barry William Hinchberger	123 Southmoor Drive, Kitchener ON
Phyllis Nola Hinds	30 Cherrywood Avenue, Toronto ON
The Estate of Barbara Burton	99 Kalmar Avenue, Toronto ON
The Estate of Cindy Hunter-Parkhill	7044 Leeming Street, Toronto ON

SCHEDULE “C”
Protocol Proceedings

Court File No.	Style of Cause
CV-23-00695067-0000	COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff -and- BARBARA BURTON, GILLIAN FRANCES BURTON and DEBORAH ANNE BURTON Defendants
CV-23-00704595-0000	COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff -and- PHYLLIS NOLA HINDS Defendants
CV-22-00080355-00A1 and CV-22-00080355- 00A1	COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff -and- BARRY WILLIAM HINSCHBERGER and LISA MARIE HINSCHBERGER Defendants -and- 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
CV-24-00722566-0000	LYLE AUTON, by his Litigation Guardian, LUCUS ALEXANDER AUTON Plaintiff -and-

	<p>EQUITYLINE SPV GP INC., EXTEND FINANCIAL LTD., ALTERNATIVE LENDING GROUP INC., THE MORTGAGE MAVEN INC., AID AL-MUSRI, STEPHEN MARTIN PRICE, DANIELLE SHANNON HARRISON, HARRISON LEGAL PROFESSIONAL CORPORATION, SIMON DAVID MORRIS, and JOHN/JANE DOE(S) and JOHN/JANE DOE CORPORATION(S)</p> <p style="text-align: right;">Defendants</p>
<p>CV-22-00080208-00A1 and CV-22-00080208- 00A1</p>	<p>COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">LYNDA SHARON TALMAGE</p> <p style="text-align: right;">Defendant</p> <p style="text-align: center;">-and-</p> <p>DANIELLE SHAROON HARRISON, HARRISON LEGAL PROFESSIONAL CORPORATION, THE MORTGAGE MAVEN INC, EQUITYLINE SPV GP INC, SERGIY SHCHAVYELYEV, SERGIY PRZHEBELSKY, HASKELL HILLEL NUSSBAUM, SHAPIRO LAWYERS, CANADAS CHOICE CAPITAL O/A 2799953 ONTARIO INC., ANAS AYYOUB, 13273261 CANADA INC., FINANCEIT CANADA INC, and SNAP HOME FINANCE CORP</p> <p style="text-align: right;">Third Parties</p>
<p>CV-23-00002794-0000 and CV-23-00002794- 00A1</p>	<p>COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">ADRIAN VAN DIJK</p> <p style="text-align: right;">Defendant</p> <p style="text-align: center;">-and-</p> <p>2852874 ONTARIO INC., 2799953 ONTARIO INC., DANIELLE HARRISON, AUSTIN ACHESON, AID ALMUSRI,</p>

	<p>MORTGAGE MAVEN INC., EQUITYLINE SVP GP INC. and CANADA'S CHOICE CAPITAL</p> <p>Third Parties</p>
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SCHEDULE "D"

Protocol Proceedings as Continued

Court File No.	Amended 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</p> <p align="right">Plaintiff</p> <p align="center">-and-</p> <p align="center">BARBARA BURTON, GILLIAN FRANCES BURTON and DEBORAH ANNE BURTON</p> <p align="right">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</p> <p align="right">Plaintiff</p> <p align="center">-and-</p> <p align="center">PHYLLIS NOLA HINDS</p> <p align="right">Defendant</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</p> <p align="right">Plaintiff</p> <p align="center">-and-</p> <p align="center">BARRY WILLIAM HINSCHBERGER and LISA MARIE HINSCHBERGER</p> <p align="right">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,</p> <p align="right">Third Parties</p>

CV-24-00722566-0000	<p style="text-align: center;">LYLE AUTON, by his Litigation Guardian, LUCUS ALEXANDER AUTON</p> <p style="text-align: right;">Plaintiff</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP, EXTEND FINANCIAL LTD., ALTERNATIVE LENDING GROUP INC., THE MORTGAGE MAVEN INC., AID AL-MUSRI, STEPHEN MARTIN PRICE, DANIELLE SHANNON HARRISON, HARRISON LEGAL PROFESSIONAL CORPORATION, SIMON DAVID MORRIS, and JOHN/JANE DOE(S) and JOHN/JANE DOE CORPORATION(S)</p> <p style="text-align: right;">Defendants</p>
CV-22-00080208-0000 and CV-22-00080208- 00A1	<p style="text-align: center;">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP</p> <p style="text-align: right;">Plaintiff</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">LYNDA SHARON TALMAGE</p> <p style="text-align: right;">Defendant</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">DANIELLE SHARON HARRISON, HARRISON LEGAL PROFESSIONAL CORPORATION, THE MORTGAGE MAVEN INC, EQUITYLINE SPV GP INC, SERGIY SHCHAVYELYEV, SERGIY PRZHEBELSKY, HASKELL HILLEL NUSSBAUM, SHAPIRO LAWYERS, CANADAS CHOICE CAPITAL O/A 2799953 ONTARIO INC., ANAS AYYOUB, 13273261 CANADA INC., FINANCEIT CANADA INC, and SNAP HOME FINANCE CORP</p> <p style="text-align: right;">Third Parties</p>

CV-23-00002794-0000 and CV-23-00002794- 00A1	<p>KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP Plaintiff</p> <p>-and-</p> <p>ADRIAN VAN DIJK Defendant</p> <p>-and-</p> <p>2852874 ONTARIO INC., 2799953 ONTARIO INC., DANIELLE HARRISON, AUSTIN ACHESON, AID ALMUSRI, MORTGAGE MAVEN INC., EQUITYLINE SVP Third Parties</p>
--	--

EQUITABLE BANK
Applicant

and

EQUITYLINE SPV LIMITED PARTNERSHIP |

Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER

(Approval of Mortgage Adjudication Protocol)

THORNTON GROUT FINNIGAN LLP

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

Rebecca Kennedy (LSO# 61146S)

Tel: (416) 304-0603

Email: rkennedy@tgf.ca

Derek Harland (LSO# 79504N)

Tel: (416) 304-1127

Email: dharland@tgf.ca

Denna Jalili (LSO# 84976N)

Tel: (416) 304-0312

Email: djalili@tgf.ca

Lawyers for the Court-appointed receiver of EquityLine
SPV Limited Partnership, KSV Restructuring Inc.

APPENDIX “C”



B E T W E E N:

COURT FILE NO.:

ONTARIO
SUPERIOR COURT OF JUSTICE

COMPUTERSHARE TRUST COMPANY OF CANADA

PLAINTIFF

- and -

ADRIAN VAN DIJK

DEFENDANT

STATEMENT OF CLAIM (GENERAL)

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages:

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s)' lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY (20) DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or the United States of America, the period for serving and filing your Statement of Defence is FORTY (40) DAYS. If you are served outside Canada and the United States of America, the period is SIXTY (60) DAYS.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten (10) more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF(S)' CLAIM, and \$1,000.00. for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff(s)' claim and \$400.00 for costs and have the costs assessed by the Court.

3

TAKE NOTICE THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: September 20, 2023

Issued by _____

Local Registrar
Superior Court of Justice
491 Steeles Avenue East
Milton ON L9T1Y7

To: ADRIAN VAN DIJK
19-700 Paisley Road
Guelph ON, N1K 1A3

CLAIM

1. The Plaintiff's claim is against the Defendants, ADRIAN VAN DIJK, for:
 - (a) payment of the amount of \$370,937.94 due under covenants contained in a mortgage Instrument No.: WC672686;
 - (b) possession of the mortgaged premises;
 - (c) interest at the rate of 9.99% per annum, calculated monthly, not in advance, on the sum of \$370,937.94 from September 20, 2023 to the date of judgment;
 - (d) post-judgment interest at the rate of 9.99% per annum, calculated monthly, not in advance, until payment in full is received;
 - (e) the cost of this action on a solicitor and client basis.

2. The Plaintiff's claim is on a mortgage made between the said, ADRIAN VAN DIJK, as mortgagor, and COMPUTERSHARE TRUST COMPANY OF CANADA, as mortgagee, and registered on May 12, 2022, as Instrument No. WC672686, in the Land Registry Office for the Land Titles Division of Wellington (No. 61), under which mortgage the said mortgagors mortgaged the lands herein described.
3. The said mortgage provides for payment by monthly instalments of \$2,097.00, each on the 1st day of each and every month, in each and every year from and including, June 1, 2022 to and including May 1, 2023, and the balance, if any, of the said principal sum and interest shall become due and payable on May 1, 2023.
4. The said mortgage was transferred to, EQUITYLINE SPV GP INC. by Transfer of Charge, registered on August 19, 2022, as Instrument No. WC682580, and subsequently transferred to COMPUTERSHARE TRUST COMPANY OF CANADA, by Transfer of Charge registered on August 19, 2022, as Instrument No. WC682581.
5. The said mortgage provides that the aforesaid monthly instalments when received are applied first to interest calculated as aforesaid on the principal unpaid from time to time, and the balance, if any, of the said monthly instalments are applied on account of and in reduction of the principal.

6. The said mortgage provides that default under any terms or covenants contained in the mortgage or under any terms or covenants contained in any encumbrance in priority or subsequent to the mortgage, or in payment of the realty taxes for the said property, shall constitute default under the herein mortgage.

7. The said mortgage provides that the Mortgagee may pay all premiums of insurance and all taxes and rates which shall from time to time fall due and be unpaid in respect of the mortgaged premises, and that such payments together with all costs, charges and expenses which may be incurred in taking, recovering and keeping possession of the said lands, legal fees on solicitor and client basis, and generally in any other proceedings taken in connection with or to realize this security shall be with interest at the rate aforesaid, a charge upon the said lands and any such amounts paid by the mortgagee shall be added to the debt hereby secured and shall be payable forthwith.

8. The said mortgage provides that upon maturity, and at the sole option of the Chargee/Mortgagee, the Chargor(s)/Mortgagor(s) and Guarantor(s), if any, shall be deemed to have accepted and the mortgage shall be automatically extended for a term equal to the original mortgage loan, at a rate of interest commencing on the first day of the extended term, equal to the rate of interest of the immediately previous term plus 3.00% per annum, calculated and payable interest only monthly, together with a renewal fee equivalent to the all Deduction Fee at the time or origination of the mortgage loan, or three (3) months interest, whichever is greater, of the then

outstanding balance, said renewal fee to be due and payable on the first day of the extended term failing which same shall automatically be added to the then outstanding balance of the mortgage loan.

9. The said mortgage was last renewed effective May 1, 2023, for further period of one (1) year.
10. The said mortgage provides that upon default of payment of monies hereby secured or payable, the balance of the principal and interest shall immediately become due and payable at the option of the Mortgagee.
11. The said mortgage provides that "on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances."
12. Default in the payment of the monthly payments under the mortgage occurred on July 1, 2023, and still continues, and the Plaintiff claims payment by the Defendant, ADRIAN VAN DIJK, of the amount due under the mortgage as follows:

PRINCIPAL as at June 1, 2023	\$360,000.00
Interest to September 20, 2023 (111 days @ 9.99% / \$98.54 per day)	<u>\$ 10,937.94</u>
Balance due and owing as at September 20, 2023	\$370,937.94

11. The following is a description of the mortgaged premises:

PIN : 71793 - 0019 LT

UNIT 19, LEVEL 1, WELLINGTON CONDOMINIUM PLAN NO. 93 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PT LT 3, CON. 1, DIVISION E, PTS 1, 2 AND 3, 61R7660; GUELPH; S/T EASEMENT IN FAVOUR OF UNION GAS LIMITED OVER PT 2, 61R7660 AS IN ROS190568, MORE FULLY DESCRIBED IN SCHEDULE A OF DECLARATION LT26403, GUELPH;

Municipally known as: **19-700 PAISLEY RD, GUELPH ON, N1K 1A3**

12. The Plaintiff proposes that this action be tried at Milton, Ontario, Canada.

Date: September 20, 2023

TERRY M. WALMAN, ESQ.
Barrister and Solicitor
1240 Bay Street, Suite 202
Toronto, Ontario, M5R 2A7
TEL (416) 961-0001
FAX (416) 961-5329
Email: terry@terrywalman.com
LSUC #23931E
FILE NO.: 23-10240 / ka

COMPUTERSHARE TRUST COMPANY OF CANADA

and

ADRIAN VAN DIJK

Plaintiff

Defendant

COURT FILE NO.:

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at MILTON

STATEMENT OF CLAIM

TERRY M. WALMAN, ESQ.
Barrister and Solicitor
1240 Bay Street, Suite 202
Toronto, Ontario, M5R 2A7
TEL (416) 961-0001 / FAX (416) 961-5329
Email: terry@terrywalman.com

SOLICITOR FOR THE PLAINTIFF(S)
LSUC #23931E
File No.: 23-10240 / ka

APPENDIX “D”

Court File No. CV-23-00002794-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

COMPUTERSHARE TRUST COMPANY OF CANADA

Plaintiff

and

ADRIAN VAN DIJK

Defendant

STATEMENT OF DEFENCE AND COUNTERCLAIM

1. The Defendant, Adrian Van Dijk, admits the allegations contained in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11 of the Statement of Claim.
2. The Defendant, Adrian Van Dijk, denies the allegations contained in the remainder of the Statement of Claim.
3. The Defendant is currently 72 years of age.
4. The Defendant spent his life working at a warehouse, with his average yearly earnings over the last 10 years before he retired of approximately \$38,000.00.
5. In recent years the Defendant lost his financial competency, which was unfortunately not recognized by friends and family.
6. In 2016, the Defendant was contacted by a salesman, who convinced Adrian he needed an air optimizer and HEPA filtration system and that it could be provided at an affordable cost.

-2-

7. The Defendant was in good health and his condominium unit was well-built and in excellent condition. There was no need for an air optimizer and HEPA filtration system whatsoever.

8. The sales pitch was that the work was not only needed for his health but would also increase the value of his condominium unit and give him safety and comfort at affordable rates.

9. The Defendant is a trusting soul, ill-equipped to deal with liars and cheats.

10. He was neither given a chance to read the contracts let alone obtain advice regarding them, nor was he given a copy of the contracts in advance so that anyone could read them and advise or assist him.

11. The Defendant purchased the air optimizer and HEPA filtration system for the price many multiples of what it was worth and a security interest was registered against his home.

12. The Defendant, having been identified as an easy mark, was contacted by other salesmen, who appeared at his door and used the same sales pitch to sell him more entirely unneeded and oppressively overpriced items including, but not restricted to, a new HVAC system, home plumbing valve upgrades to protect against non-existent sewage backups, home renovations, and had his home disinfected to remove non-existent mold. He was also contacted by salesmen who promised to protect him against the other salesmen and the security interests registered against his home regarding unneeded and aggressively overpriced items.

-3-

13. Again, the Defendant was neither given a chance to read the contracts, let alone obtain advice regarding them, nor was he given a copy of the contracts so that anyone could read them and advise or assist him.

14. More sales people appeared and more completely unneeded items worth a fraction of the prices charged were sold to the Defendant with no contract details provided. All of the purchases involved 100% financing which was done concurrently with the sale and directly by the salespeople acting for the company. The actions of the sales people were predatory, dishonest and the epitome of bad faith.

15. Most of the transactions involved financing and included provisions that allowed them to place security against Adrian's home, which was done

- (i) Charge registered on 2016/04/20 by Skymark Financial Corporation ("Skymark") as Instrument No. WC466269, purportedly regarding an optimizer and HEPA;
- (ii) Charge registered on 2016/05/06 by Skymark as Instrument No. WC467967, purportedly regarding optimizer and HEPA;
- (iii) Charge registered on 2017/08/18 by Home Trust Company ("Home Trust") as Instrument No. WC513995, purportedly regarding heating, ventilation, water and A/C;
- (iv) Charge registered on 2020/07/08 by Silver Fund Mortgage Investment Corporation as Instrument No. WC60698;

-4-

- (v) Charge registered on 2020/10/16 by Home Trust as Instrument No. WC613080, purportedly regarding heating, ventilation, water and A/C, later assigned to Utilebill Home Services Inc. by Instrument No. WC513995;
- (vi) Charge registered on 2021/05/18 by Canada's Choice Capital ("Canada's Choice") as Instrument No. WC633999, purportedly regarding home disinfecting and mold treatment;
- (vii) Charge registered on 2021/08/26 by Canada's Choice as Instrument No. WC645917, purportedly regarding home disinfecting and mold treatment;
- (viii) Charge registered on 2021/12/03 by Financeit Canada Inc. as Instrument No. WC656503, purportedly regarding attic insulation and cameras;
- (ix) A later charge registered 2022/09/21 by 2799953 Ontario Inc. as Instrument No. WC685462, purportedly regarding a washroom renovation.

16. Unfortunately, the Defendants troubles were only beginning.

17. In August 2020, the Defendant was contacted by Austin Acheson, whom he had met earlier, who advised him of the security interests and that he was assisting those like the Defendant who had been deceived by dishonest sales people. He advised he could overturn the contracts and remove the security interests. Acheson further advised the Defendant that his services would be paid by those who had deceived the Defendant. Acheson had the Defendant sign a contract with ECC (Eliminate Contracts Consultants) and provided documents from a legal firm DaCruz, Sommers. Nothing of note occurred.

-5-

18. In 2022, the Defendant was contacted by a person named Arihes who was associated with Acheson and referred him to a mortgage broker, the Mortgage Maven Inc., Aid Almusri (“Almusri”) and a lawyer, Danielle Shannon Harrison (“Harrison”). Harrison had previously acted for at least one of the financial companies against the Defendant, which was not disclosed to the Defendant. Almusri and Harrison worked together and advised the Defendant that she would represent and protect him.

19. Harrison and Almusri advised the Defendant that they would later provide him with a reverse mortgage that would pay all the costs and provide him with an income.

20. They further advised that they would later obtain a loan for which he didn’t have to pay anything and remove the security interests.

21. Harrison met with the Defendant and had him sign documents for a mortgage to Equityline Mortgage Investment Corp. in the sum of \$360,000.00 as of April 2022, which was neither advanced or registered.

22. Harrison later met with the Defendant via zoom and had him sign more documents, some of which apparently related to the mortgage to Computershare in the sum of \$360,000.00 which was registered 2022/05/12 as Instrument No. WC672686.

23. Harrison later arranged a second mortgage to 2852874 Ontario Inc. to make several months of payments of the Computershare mortgage.

24. Harrison is an officer and director of 2852874 Ontario Inc., which was not disclosed to the Defendant.

-6-

25. Both Harrison and Almusri advised the Defendant that they were representing him and did not explain the facts or documents to him and instead used his reliance on them as a lawyer and mortgage broker, respectively, to have him sign for short-term mortgages, which mortgages benefited others as opposed to himself.

26. Harrison and Almusri advised the Defendant he had to do some renovations to his home to qualify for the reverse mortgage. They further advised they knew a good contractor, Belli-Reno, who knew the renovations needed and would do them. In reliance on Harrison and Almusri, the Defendant hired Belli-Reno for the recommended work. Belli-Reno is an unregistered business name and with unknown entities behind it. It appears unknown to the world, save Harrison and Almusri.

27. The monies from the Computershare's mortgage were not received by the Defendant. They were used to pay the fraudulent security interests, fees of Almusri, fees of Harrison, who has since been sanctioned by the LSO for similar actions, to prepay Belli-Reno \$130,000.00 for the wildly excessive and unreasonable costs of the unneeded and poorly done renovations and to pay a few months of the Computershare monthly payments.

28. During the process of the mortgages, the mortgage papers were signed twice, changed from being prepaid for a year to having no prepayment, the second mortgage was done and Harrison operated her own firm clandestinely despite her being employed by Keyser Mason Bell LLP.

29. The representations of Harrison and Almusri were completely false, other than knowing Belli-Reno. They were fraudulent, their actions a conspiracy and done in bad faith.

-7-

30. Computershare knew, or should have known, that it would be impossible for the Defendant to comply with the terms of the mortgage.

31. At best, Harrison knew or should have known that she was facilitating a fraud upon the Defendant. At worst, Harrison was involved in the conspiracy to defraud the Defendant.

32. The Defendant pleads that Computershare knew or should have known of the foregoing actions and further that Harrison, Almusri, and the Mortgage Maven Inc. were its de facto agents for whose actions it is responsible.

33. The Defendant pleads that he was a victim of fraud and received little, if any, value from the monies.

34. The Defendant, Adrian Van Dijk, asks that this action be dismissed with costs.

COUNTERCLAIM

35. The Plaintiff by Counterclaim, Adrian Van Dijk, claims against the Defendant by Counterclaim, Computershare Trust Company of Canada:

(a) a discharge of the mortgage identified as Instrument No. WC672686 registered by Computershare Trust Company of Canada in the sum of \$360,000.00;

(b) in the alternative to (a):

i. Judgment against Computershare Trust Company of Canada in the sum of \$360,000.00 plus any amounts, fees and interest added to the mortgage registered as Instrument No. WC672686;

-8-

ii. prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

iii. postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;

(c) the costs of this proceeding, plus all applicable taxes; and

(d) such further and other Relief as to this Honourable Court may deem just.

36. The Plaintiff by Counterclaim, Adrian Van Dijk, repeats and relies upon the allegations in the Statement of Defence in support of the Counterclaim.

March 14, 2024

**LOWES, SALMON, GADBOIS &
CLARKE**

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Waterloo ON N2L 4C6

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Lawyers for the Defendant

TO: **GLENN E. COHEN PROFESSIONAL
CORPORATION**
141 Adelaide St. W. Suite 400
Toronto, Ontario M5H 3L5

Glenn E. Cohen (LSO#19469R)
E: glenn@glenncohenlaw.ca
Tel: 647-404-2791

Lawyers for the Plaintiff

COMPUTERSHARE TRUST COMPANY OF CANADA
Plaintiff

-and- ADRIAN VAN DIJK
Defendant

Court File No. CV-23-00002794-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

STATEMENT OF DEFENCE AND COUNTERCLAIM

LOWES, SALMON, GADBOIS & CLARKE

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Lawyers for the Defendant,
Adrian Van Dijk

File Number: 12012

RCP-F 4C (September 1, 2020)

APPENDIX “E”



Court File No. CV-23-00002794-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

COMPUTERSHARE TRUST COMPANY OF CANADA

Plaintiff

and

ADRIAN VAN DIJK

Defendant

and

2852874 ONTARIO INC., 2799953 ONTARIO INC., DANIELLE HARRISON,
AUSTIN ACHESON, AID ALMUSRI, MORTGAGE MAVEN INC.,
EQUITYLINE SVP GP INC. and CANADA'S CHOICE CAPITAL

Third Parties

THIRD PARTY CLAIM

TO THE THIRD PARTIES

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by way of a Third Party Claim in an action in this Court.

The action was commenced by the Plaintiff against the Defendant for the relief claimed in the Statement of Claim served with this Third Party Claim. The Defendant has defended the action on the grounds set out in the Statement of Defence served with this Third Party Claim. The Defendant's Claim against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS THIRD PARTY CLAIM, you or an Ontario lawyer acting for you must prepare a defence in Form 29B prescribed by the *Rules of Civil Procedure*, serve it on the lawyers for the other parties or, where a party does not have a lawyer, serve it on

-2-

the party, and file it, with proof of service, WITHIN TWENTY DAYS after this Third Party Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Third Party Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Third Party Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Third Party Defence.

YOU MAY ALSO DEFEND the action by the Plaintiff against the Defendant by serving and filing a Statement of Defence within the time for serving and filing your Third Party Defence.

IF YOU FAIL TO DEFEND THIS THIRD PARTY CLAIM, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE AMOUNT OF THE THIRD PARTY CLAIM AGAINST YOU, and \$1,500 for costs, within the time for serving and filing your Third Party Defence, you may move to have the Third Party Claim dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the amount of the Third Party Claim and \$400 for costs and have the costs assessed by the Court.

Date _____ Issued by _____
Local Registrar

Address of 491 Steeles Avenue East
court office: Milton ON L9T 1Y7

TO: 2852874 Ontario Inc.
707-481 Vaughan Rd.
Toronto, ON M6C 2P6

AND TO: 2799953 Ontario Inc.
600-3250 Bloor St. W.
Toronto, ON M8X 2X9

AND TO: Danielle Harrison

-3-

AND TO: Austin Acheson
33 Edmunds Cres.
London, ON N5Z 4J1

AND TO: Aid Almusri

AND TO: Mortgage Maven Inc.
332 Marlee Ave.
Toronto, ON M6B 3H8

AND TO: Equityline SVP GP Inc.
550 Hwy 7 Ave. E., Suite 338
Richmond Hill, ON L4B 3Z4

AND TO: Canada's Choice Capital
600-3250 Bloor St. West
Toronto, ON

-4-

CLAIM

1. The Defendant, Adrian Van Dijk, claims against the Third Parties as follows:

I. As against the Third Party, 2852874 Ontario Inc. (“2852874”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of 2852874;
- (b) contribution and indemnity under sections 2 and 3 of the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (d) a discharge of the Mortgage identified as instrument number WC683928 registered by 2852874 in the sum of \$15,000.00;
- (e) Judgment in the sum of \$15,000.00, plus any amounts, fees and interest added to the Mortgage registered as instrument number WC683928;
- (f) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (g) the costs of the main action, plus all applicable taxes;
- (h) the costs of this Third Party Claim, plus all applicable taxes; and

-5-

(i) Such further and other Relief as to this Honourable Court may deem just.

II. As against the Third Party, 2799953 Ontario Inc. (“2799952”):

(a) An accounting of the benefit the Defendant received pursuant to the actions of 2799952;

(b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;

(b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;

(c) a discharge of the Security Interest identified as instrument number WC685462 registered by 2799953 in the sum of \$40,349.00;

(d) Judgment in the sum of \$40,349.00 plus any amounts, fees and interest added to the Security Interest registered as instrument number WC685462;

(d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;

(f) the costs of the main action, plus all applicable taxes;

(g) the costs of this Third Party Claim, plus all applicable taxes; and

(h) Such further and other Relief as to this Honourable Court may deem just.

-6-

III. As against the Third Party, Danielle Harrison (“Harrison”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Harrison;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$450,000.00;
- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

IV. As against the Third Party, Austin Acheson (“Acheson”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Acheson;

-7-

- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$450,000.00;
- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

V. As against the Third Parties, Aid Almusri and Mortgage Maven Inc. (“Almusri and Mortgage Maven”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Almusri and Mortgage Maven;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;

-8-

- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$450,000.00;
- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

VI. As against the Third Party, Equityline SVP GP Inc. (“Equityline”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Equityline;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$2.00 plus any amounts, fees and interest added to the Transfer of Charges registered as instrument numbers WC682580 and WC682581;

-9-

- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

VII. As against the Third Party, Silver Fund Mortgage Investment Corporation (“Silver Fund”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Silver Fund;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$41,593.60 plus any amounts and interests added thereto for the Mortgage registered as instrument number WC603698;
- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;

-10-

- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

VIII. As against the Third Party, Canada's Choice Capital:

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Canada's Choice Capital;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$12,099.00 plus any amounts, fees and interest added to the Security Interest registered as instrument number WC633999;
- (d) Judgment in the further sum of \$2.00, plus any amounts, fees and interest added to the Security Interest registered as instrument number WC645917;
- (e) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;

-11-

(g) the costs of this Third Party Claim, plus all applicable taxes; and

(h) Such further and other Relief as to this Honourable Court may deem just.

2. The Defendant pleads and relies upon the allegations in the Statement of Defence and Counterclaim.

3. The Defendant states that the Third Parties are liable for any amounts owing to the Plaintiff in the main action.

4. The Defendant states that the Third Parties owed a duty of care to the Defendant.

5. The Defendant states that the Third Parties breached the applicable standards of care.

6. The Defendant states that the damages claimed in the main action by the Plaintiff were caused by the Third Parties.

7. The Plaintiff is an individual residing in Guelph, Ontario.

8. The Third Party, 2852874 Ontario Inc., is a corporation registered under the laws of the Province of Ontario with an office located at 707-481 Vaughan Road, Toronto, Ontario.

9. The Third Party, 2799953 Ontario Inc., is a corporation registered under the laws of the Province of Ontario with an office located at 600-3250 Bloor Street West, Toronto, Ontario.

10. The Third Party, Danielle Harrison, is an Ontario lawyer whose licence to practice law is suspended. She is also an officer and director of 2852874.

11. The Third Party, Austin Acheson,

-12-

12. The Third Party, Aid Almusri (“Almusri”) is a mortgage agent employed at Mortgage Maven Inc. On August 22, 2023 the Financial Services Regulatory Authority of Ontario refused to renew his licence and imposed administrative penalties totalling \$77,000.00.

13. The Third Party, Mortgage Maven Inc., is a mortgage brokerage licensed under *Mortgage Brokerages, Lenders and Administrators Act*, 2006, S.O. 2006, c. 29, as amended.

14. The Third Party, Equityline SVP GP Inc., is a corporation registered under the laws of the Province of Ontario with an office located at 550 Hwy 7 Ave., East, Suite 338, Richmond Hill, Ontario.

15. The Third Party, Canada’s Choice Capital, is a corporation registered under the laws of the Province of Ontario and has an office located at 600-3250 Bloor Street West, Toronto, Ontario.

16. The Defendant is currently 72 years of age.

17. The Defendant spent his life working at a warehouse, with his average yearly earnings over the last 10 years before he retired of approximately \$38,000.00.

18. In recent years the Defendant lost his financial competency, which was unfortunately not recognized by friends and family.

19. In 2016, the Defendant was contacted by a salesman, who convinced Adrian he needed an air optimizer and HEPA filtration system and that it could be provided at an affordable cost.

-13-

20. The Defendant was in good health and his condominium unit was well-built and in excellent condition. There was no need for an air optimizer and HEPA filtration system whatsoever.

21. The sales pitch was that the work was not only needed for his health but would also increase the value of his condominium unit and give him safety and comfort at affordable rates.

22. The Defendant is a trusting soul, ill-equipped to deal with liars and cheats.

23. He was neither given a chance to read the contracts let alone obtain advice regarding them, nor was he given a copy of the contracts in advance so that anyone could read them and advise or assist him.

24. The Defendant purchased the air optimizer and HEPA filtration system for the price many multiples of what it was worth and a security interest was registered against his home.

25. The Defendant, having been identified as an easy mark, was contacted by other salesmen, who appeared at his door and used the same sales pitch to sell him more entirely unneeded and oppressively overpriced items including, but not restricted to, a new HVAC system, home plumbing valve upgrades to protect against non-existent sewage backups, home renovations, and had his home disinfected to remove non-existent mold. He was also contacted by salesmen who promised to protect him against the other salesmen and the security interests registered against his home regarding unneeded and aggressively overpriced items.

-14-

26. Again, the Defendant was neither given a chance to read the contracts, let alone obtain advice regarding them, nor was he given a copy of the contracts so that anyone could read them and advise or assist him.

27. More sales people appeared and more completely unneeded items worth a fraction of the prices charged were sold to the Defendant with no contract details provided. All of the purchases involved 100% financing which was done concurrently with the sale and directly by the salespeople acting for the company. The actions of the sales people were predatory, dishonest and the epitome of bad faith.

28. Most of the transactions involved financing and included provisions that allowed them to place security against Adrian's home, which was done

- (i) Charge registered on 2016/04/20 by Skymark Financial Corporation ("Skymark") as Instrument No. WC466269, purportedly regarding an optimizer and HEPA;
- (ii) Charge registered on 2016/05/06 by Skymark as Instrument No. WC467967, purportedly regarding optimizer and HEPA;
- (iii) Charge registered on 2017/08/18 by Home Trust Company ("Home Trust") as Instrument No. WC513995, purportedly regarding heating, ventilation, water and A/C;
- (iv) Charge registered on 2020/07/08 by Silver Fund Mortgage Investment Corporation as Instrument No. WC60698;

-15-

- (v) Charge registered on 2020/10/16 by Home Trust as Instrument No. WC613080, purportedly regarding heating, ventilation, water and A/C, later assigned to Utilebill Home Services Inc. by Instrument No. WC513995;
- (vi) Charge registered on 2021/05/18 by Canada's Choice Capital ("Canada's Choice") as Instrument No. WC633999, purportedly regarding home disinfecting and mold treatment;
- (vii) Charge registered on 2021/08/26 by Canada's Choice as Instrument No. WC645917, purportedly regarding home disinfecting and mold treatment;
- (viii) Charge registered on 2021/12/03 by Financeit Canada Inc. as Instrument No. WC656503, purportedly regarding attic and cameras;
- (ix) A later charge registered 2022/09/21 by 2799953 Ontario Inc. as Instrument No. WC685462, purportedly regarding a washroom renovation.

29. Unfortunately, the Defendant's troubles were only beginning.

30. In August 2020, the Defendant was contacted by Acheson, whom he originally met in 2020, and who advised him of the security interests and that he was assisting those like the Defendant who had been deceived by dishonest sales people. He advised he could overturn the contracts and remove the security interests. Acheson further advised the Defendant that his services would be paid by those who had deceived the Defendant. Acheson had the Defendant sign a contract with ECC (Eliminate Contracts Consultants) and provided documents from a legal firm DaCruz, Sommers. Nothing of note occurred.

-16-

31. In 2022, the Defendant was contacted by a person named Arihes who referred him to a mortgage broker, Mortgage Maven and Almasri and a lawyer, Harrison, who had previously acted for at least one of the financial companies against the Defendant, which was not disclosed to the Defendant. Almusri and Harrison worked together and advised the Defendant that she would represent and protect him.

32. Harrison eventually had the Defendant sign papers that she told him would obtain a loan which would cost him nothing and remove the security interests.

33. Both Harrison and Almusri advised the Defendant that they were representing him and did not explain the facts or documents to him and instead used his reliance on them as a lawyer and mortgage broker, respectively, to have him sign for a short-term mortgage, which mortgage benefited others as opposed to himself.

34. Shortly thereafter, Harrison and Almusri advised the Defendant that he needed to do some renovations to his home in order to qualify for the mortgage.

35. Harrison and Almusri then advised the Defendant they knew a good contractor, Belli-Reno, who knew the renovations needed and would do them. In reliance on Harrison and Almusri, the Defendant hired Belli-Reno for the recommended work. Belli-Reno is an unregistered business name and with unknown entities behind it. It appears unknown to the world save Harrison and Almusri.

36. The representations of Harrison and Almusri were completely false, other than knowing Belli-Reno. They were fraudulent, their actions a conspiracy and done in bad faith.

-17-

37. Harrison had the Defendant sign documents for a mortgage to Equityline Mortgage Investment Corp. in the sum of \$360,000.00 as of April 2022, but which wasn't requested.

38. Harrison had him sign more documents, some of which apparently related to the mortgage to Computershare in the sum of \$360,000.00 which was registered 2022/05/12 as Instrument No. WC672686 and others which apparently related to a second mortgage to 2852874 Ontario Inc. in the sum of \$15,000.00, which was registered 2022/09/01 as Instrument No. WC683928.

39. The second mortgage to 2852874 Ontario Inc. was apparently arranged to make the first year of payments of the Computershare mortgage, which was done by parties unknown, delaying the Defendants and his caregivers from discovering the fraudulent conspiracy enacted against him.

40. Harrison is an officer and director of 2852874 Ontario Inc., which was not disclosed to the Defendant.

41. The monies from the Computershare's mortgage were not received by the Defendant. They were used to pay the fraudulent security interests, fees of Almusri, fees of Harrison, who has since been sanctioned by the LSO for similar actions and the wildly excessive and unreasonable costs of the unneeded and poorly done renovations by Belli-Reno.

42. During the process of finalizing the Computershare mortgage, the mortgage changed from being prepaid for a year to having no prepayment, Harrison left Keyser Mason Bell LLP to practice on her own and Computershare retained a lawyer Haskell Nussbaum of Shapiro Lawyers as opposed to Harrison.

-18-

43. Harrison and the Mortgage Maven Inc. knew, or should have known, that it would be impossible for the Defendant to comply with the terms of the mortgages.

44. At best, Harrison, Almusri and the Mortgage Maven Inc. knew, or should have known, that they were facilitating a fraud upon the Defendant. At worst, they were all involved in the conspiracy to defraud the Defendant.

45. In the summer of 2022, the Defendant was upset that Belli-Reno, the contractor recommended by Harrison and which had been prepaid \$130,000.00, had done little to any work. He was contacted by Jordan Orejas and Adil Chaudry of Simply Contract Consulting Ltd., who represented to him that he had been taken advantage of contrary to the *Consumer Protection Act* of Ontario and they could assist him for the paltry sum of \$20,000.00.

46. The Defendant duly paid the \$20,000.00 and did not have any further contact or communications from Orejas, Chaudry or Simply Contract Consulting Ltd., nor was any work done on his behalf.

47. As of late summer 2022, the Defendant was contacted by a contractor who advised they would do the washroom work not done by Belli-Reno. The Defendant agreed and ended up with a mortgage in the sum of \$40,349.00 registered by 2799953 as instrument number WC685462 against his property on 2022/09/24.

48. Minimal, if any, work was done to the Defendant's washroom by 2799953 or anyone else.

49. The Defendant pleads that he was a victim of fraud and received little, if any, value from the monies.

-19-

50. Based on the foregoing, the Defendant seeks contribution and indemnity from the Third Parties.

51. The Defendant, Adrian Van Dijk, requests that this Third Party Claim is heard at the same time as or immediately following the main action.

**LOWES, SALMON, GADBOIS &
CLARKE**

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Lawyers for the Defendant,
Adrian Van Dijk

RCP-E 29A (July 1, 2007)

COMPUTERSHARE TRUST
COMPANY OF CANADA
Plaintiff

-and- ADRIAN VAN DIJK
Defendant

-and- 2852874 ONTARIO INC. et al.
Third Parties

Court File No. CV-23-00002794-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
MILTON

THIRD PARTY CLAIM

LOWES, SALMON, GADBOIS & CLARKE

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Lawyers for the Defendant,
Adrian Van Dijk

File Number: 12012

RCP-F 4C (September 1, 2020)

EQUITABLE BANK
Applicant

and

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

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

Proceedings commenced at Toronto

**FIFTH REPORT OF THE RECEIVER,
KSV RESTRUCTURING INC.**

THORNTON GROUT FINNIGAN LLP

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Lawyers for the Court-appointed receiver of EquityLine
SPV Limited Partnership, KSV Restructuring Inc.

TAB 3

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record of the Receiver is hereby validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF TIME PERIOD

2. **THIS COURT ORDERS** that, to the extent any prescription, time or limitation period may hereafter expire relating to the proceedings bearing court file numbers CV-23-00002794-0000 and CV-23-00002794-00A1 (the “**Van Dijk Proceeding**”), the term of such prescription, time or limitation period shall hereby be deemed to be suspended and extended from the date of this Order until further Order of this Court.

3. **THIS COURT ORDERS** that no person may rely on any prescription, time or limitation defence in respect of any claim or proceeding in relation to the Van Dijk Proceeding during the period referred to in paragraph 2 of this Order.

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

5. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. Toronto Time on the date of this Order.

EQUITABLE BANK
Applicant

and

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(Tolling Order)

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Lawyers for the Court-appointed receiver of EquityLine
SPV Limited Partnership, KSV Restructuring Inc.

EQUITABLE BANK

Applicant

and

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD
(Re: Tolling Order)
Returnable May 15, 2025**

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