

Court File No.

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

B E T W E E N:

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES
REGULATORY AUTHORITY OF ONTARIO**

Applicant

- and -

FIRST SWISS MORTGAGE CORP.

Respondent

APPLICATION UNDER SUBSECTION 37 OF THE *MORTGAGE BROKERAGES, LENDERS AND ADMINISTRATORS ACT, 2006*, S.O. 2006, c. 29, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED

**APPLICATION RECORD
(Appointment of Receiver
returnable March 17, 2023)**

March 15, 2023

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Lawyers for the Applicant

TO: **Service List**

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(As at March 15, 2023)

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Attn: Reza Nezami

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Noah Goldstein

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Proposed Receiver

GOLDHAR & ASSOCIATES LTD.

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Mississauga, Ontario L4W 4Y4

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Trustee in Bankruptcy

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Court File No.

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SUPERIOR COURT OF JUSTICE
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B E T W E E N:

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES
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Applicant

- and -

FIRST SWISS MORTGAGE CORP.

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APPLICATION UNDER SUBSECTION 37 OF THE *MORTGAGE BROKERAGES, LENDERS AND ADMINISTRATORS ACT, 2006*, S.O. 2006, c. 29, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing

- In writing
- In person
- By telephone conference
- By video conference

on **Friday, March 17, 2023, at 10:30 a.m.**

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto, Ontario M5G 1R7

TO: Service List

APPLICATION

1. The Applicant, the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario (“**FSRA**”) makes application for:
 - (a) if necessary, an order validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
 - (b) if necessary, an order pursuant to section 69.4 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), declaring that any stay of proceeding under section 69.3 thereof does not operate in respect of FSRA and/or in respect of this application;
 - (c) an order appointing KSV Restructuring Inc. (“**KSV**”) as receiver (“**Receiver**”) without security, of all of the assets, property and undertakings of First Swiss Mortgage Corporation (“**First Swiss**”) acquired for, or used in relation to a business carried on by First Swiss, including all proceeds thereof and any assets or property held by First Swiss in trust for any third party, and including all property vested in any trustee in bankruptcy of First Swiss, pursuant to Section 37 of the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, S.O. 2006, c. 29 (the “**MBLAA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”); and
 - (d) such further and other relief as to this Honourable Court may deem just.

2. The grounds for the application are:

The Parties

- (a) FSRA monitors regulated mortgage brokers and brokerages to ensure they uphold the required standard of conduct and possesses the ability to take enforcement action if mortgage brokers or brokerages fail to comply with the law.
- (b) First Swiss is a corporation incorporated under the laws of Canada and has its registered head office at 5700 Yonge St., Suite 200, Toronto, Ontario (“**5700 Yonge**”), which was also the address listed on its website.
- (c) First Swiss held itself out to be a “leading institutional lender for residential and commercial properties”.
- (d) First Swiss’ business is regulated by FSRA. First Swiss is licensed as a mortgage brokerage (license no. 10550) and a mortgage administrator (license no. 11956) under the MBLAA. First Swiss’ mailing address as a mortgage brokerage and mortgage administrator is listed as 5775 Yonge St., Suite 525, Toronto, Ontario (“**5775 Yonge**”).
- (e) Reza Nezami-Nia, also known as Reza Nezami, is an individual who resides in Richmond Hill, and at all material times was listed as the sole officer and director of First Swiss. Mr. Nezami is also listed as the Principal Broker on record for First Swiss (license no. M08003821).

Annual Information Return as Reported by First Swiss

- (f) In its 2021 Annual Information Return, First Swiss stated that:
 - (i) 5775 Yonge was its principal business address;
 - (ii) It had 34 mortgages under administration, with a total value of \$3,210,000 (with a total of 29 mortgages located in Ontario bearing a value of \$2,850,000); and
 - (iii) Mr. Nezami was the First Swiss compliance officer.

Complaints Received by FSRA

- (g) Beginning in March 2023, FSRA received a series of complaints concerning the conduct of First Swiss and its representatives from parties that had invested in mortgages through First Swiss. These complaints allege, among other things, that:
 - (i) First Swiss had failed to send statements of their mortgage investments;
 - (ii) First Swiss had failed to make payments when due to the complainants;
 - (iii) First Swiss was not responding promptly or at all when contacted via email, phone call or at its physical addresses;
 - (iv) mortgages administered by First Swiss were discharged without notice to their beneficial owners and without funds being repaid to them; and
 - (v) mortgages represented by First Swiss to have been entered into on behalf of beneficial owners were not registered on title.

The Baum and Green Investors

- (h) Daniel Baum, Rose Baum and Jared Green have sworn affidavits indicating, among other things, as follows:
 - (i) They began investing with First Swiss in 2011, 2012 and 2018 respectively.
 - (ii) Ms. Baum made 31 mortgage investments through First Swiss. The investments were made in her name and also in the names of her children and grandchildren. Mr. Baum made 8 mortgage investments through First Swiss. Mr. Green made 3 mortgage investments through First Swiss.
 - (iii) Pursuant to a servicing agreement and trust and beneficial owner agreement and subsequent addendum agreements for each of their respective mortgage investments, First Swiss assigned, transferred and set over to Ms. Baum, Mr. Baum and Mr. Green respectively, as beneficial owners and assignees, all of First Swiss' right, title and interest as mortgagee in the subject mortgages in which they had respectively invested.
 - (iv) Each time the mortgages they invested in were purported to be discharged, Ms. Baum, Mr. Baum and Mr. Green would either direct First Swiss to use the proceeds for reinvestment into new mortgages or be paid the principal amount under the mortgage.
 - (v) Ms. Baum currently has 11 active mortgages with First Swiss. Mr. Baum has 1 active mortgage with First Swiss. Mr. Green has 2 active mortgages with First Swiss.

- (vi) In February 2023, none of these investors received the required monthly interest payment from First Swiss in relation to any of their active mortgages.
- (vii) Ms. Baum, Mr. Baum and Mr. Green have recently discovered that certain mortgages were never registered against the subject properties.
- (viii) Ms. Baum, Mr. Baum and Mr. Green have also discovered that several of their respective active mortgage investments have been discharged without their knowledge.

Dancap

- (i) A representative of Dancap Private Equity Inc. (“**Dancap**”) has sworn an affidavit indicating, among other things, as follows:
 - (i) Dancap had a relationship with First Swiss as a mortgage investor dating back to 2013. Since that time, Dancap has funded approximately 85 residential second mortgages with First Swiss.
 - (ii) As at December 31, 2022, Dancap has 36 mortgage investments in Ontario and 24 mortgage investments in British Columbia through First Swiss as broker and administrator, for a total principal amount of approximately \$6.7 million.

- (iii) Dancap has not received a distribution for its December 20, 2022 statement or any later periods, but had previously received payments for all monthly statements.
- (iv) Dancap made several enquiries regarding the status of the outstanding payments. In response to those enquiries, First Swiss indicated that it was experiencing “banking issues” and ultimately, on March 7, 2023, indicated that payments would be halted due to a potential “restructuring process”.
- (v) Dancap obtained real property searches for various properties over which it was led to believe it held mortgages. As a result of those searches, Dancap learned that:
 - of the 36 Ontario mortgages, 8 were actively registered, 6 were never registered and the remaining 22 had been discharged between September 2017 and August 2022; and
 - of the 24 British Columbia mortgages, 2 were actively registered, 5 were never registered, 11 were “cancelled” between July of 2018 and November of 2022, and the status could not be determined on 6 mortgages.

Cessation of Operations

- (j) First Swiss has notified investors and the public generally that it has ceased operations.

- (k) On March 15, 2023, First Swiss made an assignment in bankruptcy

Appointment of a Receiver

- (l) It is in the public interest that a receiver be appointed over First Swiss's property.
- (m) It is just and convenient in the circumstances that a receiver be appointed over First Swiss's property.
- (n) The Applicant proposes that KSV be appointed as Receiver. KSV has agreed to accept the appointment.

BIA

- (o) This application is not stayed by the bankruptcy of First Swiss.
- (p) In any event, FSRA and investors in First Swiss would be materially prejudiced by a stay of this proceeding, and it is equitable on various grounds for this Court to make a declaration that such a stay does not operate in respect of FSRA and/or in respect of this application.

Statutory and Other Grounds

- (q) Section 37 of the *MBLAA*;
- (r) Section 101 of the *CJA*;
- (s) Section 69.4 of the *BIA*;

(t) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05, 16.08 and 38 of the *Rules of Civil Procedure*.

(u) Such further and other grounds as counsel may advise and this Honourable Court permits.

3. The following documentary evidence will be used at the hearing of the application:

(a) the affidavit of Cameron Clarke and the exhibits thereto;

(b) the affidavit of Rose Baum and the exhibits thereto;

(c) the affidavit of Daniel Baum and the exhibits thereto;

(d) the affidavit of Jared Green and the exhibits thereto;

(e) the affidavit of Elias Toby and the exhibits thereto; and

(f) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

March 15, 2023

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Lawyers for the Applicant

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL
SERVICES REGULATORY AUTHORITY**
Applicant

-and-

FIRST SWISS MORTGAGE CORP.

Respondent

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**ONTARIO
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PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

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Tab 2

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**CHIEF EXECUTIVE OFFICER of the
FINANCIAL SERVICES REGULATORY AUTHORITY OF ONTARIO**

Applicant

- and -

FIRST SWISS MORTGAGE CORP.

Respondent

AFFIDAVIT OF CAMERON CLARK

(Affirmed March 15, 2023)

I, Cameron Clark, of the City of Mississauga, in the Province of Ontario, an Investigator with the Financial Services Regulatory Authority of Ontario (“FSRA”),
AFFIRM:

1. I am an Investigator with FSRA and have been employed in this role since March 22, 2021. I have been employed by FSRA in market conduct and investigative roles since October 7, 2019. As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have stated the sources of my information and believe them to be true.
2. This affidavit is made in support of the application for an order appointing a receiver over First Swiss Mortgage Corp. (“First Swiss”) pursuant to section 37 of the *Mortgage*

Brokerages, Lenders and Administrators Act, 2006, S.O. 2006, c. 29 (the “MBLAA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended. I make this affidavit in good faith and for no improper purpose.

I. Background

3. FSRA records indicate that First Swiss is licensed as a mortgage brokerage under the MBLAA (licence no. 10550). FSRA records indicate that as a mortgage brokerage, the mailing address of First Swiss is 5775 Yonge Street, Suite 525, Toronto, Ontario, M2M 4J1. The Principal Broker on record for First Swiss is Reza Nezami-Nia. Attached as **Exhibit “A”** are FSRA licensing records for First Swiss as a mortgage brokerage.

4. FSRA records indicate that First Swiss is licensed as a mortgage administrator under the MBLAA (licence no. 11956). FSRA records indicate that as a mortgage administrator, the mailing address of First Swiss is 5775 Yonge Street, Suite 525, Toronto, Ontario, M2M 4J1. The contact on record is Eugene Trounev. Attached as **Exhibit “B”** are FSRA licensing records for First Swiss as a mortgage administrator.

5. In its 2021 Annual Information Return (filing deadline March 31, 2022), First Swiss stated that:

- a. 5775 Yonge Street, Suite 525, Toronto, Ontario was its principal business address.
- b. it had 34 mortgages under administration (29 in Ontario), with a total value of \$3,210,000 (\$2,850,000 in Ontario); and
- c. Reza Nezami-Nia was the First Swiss compliance officer.

On behalf of First Swiss, Eugene Trounev certified that:

“I am aware that it is an offense to make a false statement to the FSRA Chief Executive Officer under the Mortgage Brokerages, Lenders and Administrators Act, 2006, and that the information provided in this Annual Information Return is true to the best of my knowledge and belief”

Attached as **Exhibit “C”** is the 2021 Annual Information Return filed with FSRA by First Swiss as a mortgage administrator.

6. First Swiss corporate records from Corporations Canada indicate that First Swiss has a registered office address of 5700 Yonge Street, Suite 200, Toronto, Ontario, M2M 4K2. Reza Nezami-Nia is the sole director of First Swiss. Attached as **Exhibit “D”** is the First Swiss corporate profile from Corporations Canada dated March 15, 2023.

7. FSRA records indicate that Reza Nezami-Nia is designated as the principal broker of First Swiss (licence no. M08003821). The principal broker must take reasonable steps to ensure that the brokerage, and each broker and agent acting on its behalf, complies with every requirement established under the MBLAA. Attached as **Exhibit “E”** are FSRA licensing records for Reza Nezami-Nia.

8. FSRA records indicate that Eugene Trounev is licensed as a mortgage broker on behalf of First Swiss (licence no. M08004025). Attached as **Exhibit “F”** are FSRA licensing records for Eugene Trounev.

9. FSRA records indicate that Yana Papanyan is licensed as a mortgage broker on behalf of First Swiss (licence no. M08003839). Attached as **Exhibit “G”** are FSRA licensing records for Yana Papanyan.

10. FSRA records indicate that Patrick H. Dookram is licensed as a mortgage agent on behalf of First Swiss (licence no. M11000083). Attached as **Exhibit “H”** are FSRA licensing records for Patrick H. Dookram.

II. The Complaints

11. In March 2023, FSRA received four complaints¹ concerning the conduct of First Swiss and its representatives.

12. On March 7, 2023, Complainant A filed a complaint with FSRA. In the complaint, Complainant A alleged that First Swiss failed to send a statement and make a required payment on mortgages funded by Complainant A. Complainant A alleged that he was unable to contact First Swiss via email, phone call or at their address. Attached as **Exhibit “I”** is the complaint filed by Complainant A and supporting documents without names or other personal information.

13. On March 8, 2023, Complainant B filed a complaint with FSRA. In the complaint, Complainant B alleged that mortgages, funded by Complainant B and administered by First Swiss, had been discharged without funds being repaid to Complainant B. Complainant B alleged that payments on the mortgages stopped in February. Complainant B alleged that First Swiss have abandoned their offices at 7191 Yonge Street, Suite 911, Thornhill, Ontario and 5775 Yonge Street. Attached as **Exhibit “J”** is the complaint filed by Complainant B without supporting documents and without names or other personal information.

¹ The names and personal information of each complainant mentioned in this affidavit are not being disclosed publicly by FSRA for privacy reasons.

14. On March 9, 2023, Complainant C filed a complaint with FSRA. In the complaint, Complainant C alleged that First Swiss stopped paying monthly interest in December 2022 on mortgages funded by Complainant C. Complainant C alleged that he has had difficulty contacting First Swiss. Complainant C alleged that First Swiss failed to register mortgages on title in some cases. Attached as **Exhibit “K”** is the complaint filed by Complainant C and supporting documents without names or other personal information.

15. On March 14, 2023, Complainant D contacted FSRA through FSRA’s counsel. Complainant D filed a complaint with FSRA on March 15, 2023. Complainant D alleged that First Swiss failed to repay mortgages on maturity and that First Swiss ceased making interest payments on mortgages funded by Complainant D in February 2023. Complainant D alleged that First Swiss discharged mortgages without principal repayment. Attached as **Exhibit “L”** is the complaint filed by Complainant D and supporting documents without names or other personal information.

16. Based upon the complaints listed above, First Swiss appears to have under-reported the value of mortgages under administration in filings with FSRA, specifically the 2021 Annual Information Return (**Exhibit “C”**).

III. The Examination

17. On March 14, 2023, I attempted to conduct an examination of First Swiss pursuant to section 30 of the MBLAA.

a. 5775 Yonge Street

18. At approximately 12:40 pm on March 14, 2023, I attended at 5775 Yonge Street, Suite 525, Toronto, Ontario with my colleagues Chris Zolis (Director, Forensic Analysis and Investigations, FSRA), Igor Radomirovic (Senior Forensic Accountant, FSRA), and

Tamara Kido (Investigator, FSRA). This is the address identified in First Swiss' regulatory filings with FSRA, as described above.

19. I found that 5775 Yonge Street, Suite 525, appeared to be occupied by Suncorp Valuations Ltd, based on signage at the location. The doors were locked, and no one answered when we knocked.

20. There is no First Swiss signage at 5775 Yonge Street. No First Swiss representatives were available at 5775 Yonge Street.

21. I am informed by my colleague Chris Zolis that staff (Kamir Furlong and Anthony Nufrio) with Colliers International informed us that First Swiss has not occupied 5775 Yonge Street for a number of years.

22. Based on the foregoing, it appears that First Swiss does not occupy 5775 Yonge Street, Suite 525, Toronto, Ontario, despite listing this as their principal business address in filings with FSRA.

b. 5700 Yonge Street

23. At approximately 1:15 pm on March 14, 2023, I attended at 5700 Yonge Street, Suite 200, Toronto, Ontario with my colleague Tamara Kido (Investigator, FSRA). This address is listed in First Swiss corporate records (see: **Exhibit "D"**).

24. I found that 5700 Yonge Street, Suite 200, is occupied by Regus, a workspace rental company, which subleases office space to other companies.

25. I found signage for "First Swiss Group" at 5700 Yonge Street.

26. However, a receptionist employed by Regus (Julie Roberts) indicated that mail addressed to First Swiss received at 5700 Yonge Street is marked as return to sender.

27. I was unable to locate any representatives of First Swiss at 5700 Yonge Street.

28. As a result, I was unable to conduct an examination of First Swiss pursuant to section 30 of the MBLAA.

IV. Further Attempts to Contact First Swiss

29. I am informed by my colleague, Dmitrii Mazur (Compliance Officer, FSRA), that he attempted to contact First Swiss by telephone and email. Dmitrii Mazur informs me that he was unable to reach First Swiss. Attached as **Exhibit “M”** are Dmitrii Mazur’s notes regarding his telephone call to First Swiss retrieved from the FSRA Compliance and Enforcement Tracking System database. Attached as **Exhibit “N”** is a copy of the email that Dmitrii Mazur sent to First Swiss.

V. Bankruptcy

30. I have been provided with the Notice to Creditors/Stakeholders in the matter of the bankruptcy of First Swiss Mortgage Corp. by FSRA’s legal counsel. Attached as **Exhibit “O”** is a copy of the Notice to Creditors/Stakeholders, dated March 15, 2023, and related documents.

AFFIRMED remotely by Cameron Clark, of)
the City of Mississauga, in the Province of)
Ontario, before me at the City of Toronto, in)
the Province of Ontario, this 15th day of)
March, 2023 in accordance with O.Reg.)
431/20, Administering Oath or Declaration)
Remotely.

DocuSigned by:
Michael Scott
AC5DFB1007074C0...

Commissioner for Taking Affidavits, etc.

DocuSigned by:
Cameron Clark
BE440CA20B42435...

Cameron Clark

This is Exhibit "A"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



[Visit FSRA website](#)

[Français](#)



First Swiss Mortgage Corp. operating as First Swiss Asset Management

Mortgage Brokerage Licence Information:	
Licence #:	10550
Contact Information:	5775 Yonge Street, Suite 525 Toronto ON M2M4J1
Telephone:	416-227-2000
Principal Broker:	NEZAMI-NIA, REZA
Status:	Licensed
Inactive Date:	

You may print this page provided you do not modify its contents.

Information is current as of: March 15, 2023

This is Exhibit "B"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



[Visit FSRA website](#)

[Français](#)




First Swiss Mortgage Corp. operating as First Swiss Asset Management

Mortgage Administrator Licence Information:	
Licence #:	11956
Contact Information:	5775 Yonge Street, Suite 525 Toronto ON M2M4J1
Telephone:	416-227-2000
Contact:	TROUNEV, Eugene
Status:	Licensed
Inactive Date:	

You may print this page provided you do not modify its contents.

Information is current as of: March 15, 2023

This is Exhibit "C"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



AIR Guide (2021A)

Please note, that Administrator AIR has been submitted and changes can no longer be made.

Guide for completing the Mortgage Administrator Annual Information Return

Mortgage Brokerages, Lenders and Administrators Act, 2006, 'MBLAA'

Welcome to the 2021 Annual Information Return (AIR). The Financial Services Regulatory Authority of Ontario (FSRA) uses the information you provide in the AIR to help identify, assess and monitor risk in the mortgage brokering sector. The deadline to file the AIR is by **March 31, 2022**. The reporting period is January 1 to December 31, 2021; you must file even if you did not conduct any business during the reporting period.

Before you proceed

Only the Principal Representative of the licensed mortgage administrator can complete and submit the AIR. If you fail to file the AIR on time, FSRA may take steps to suspend or revoke your mortgage administrator licence. You may also be subject to an administrative monetary penalty. Any missed deadline will result in a warning letter on your file, which may increase the level of future enforcement action taken by FSRA.

Please note that any inquiries made to FSRA regarding the AIR must be made directly by the Principal Representative.

What you need to complete the AIR

- Recommended Internet requirements: Secure high-speed internet connection; JavaScript, cookies and pop-ups enabled. Recommended browsers - latest version of Google Chrome, Mozilla Firefox or Microsoft Edge. Internet Explorer is not supported
- Administrator licence number.
- Errors and omissions insurance policy number and expiry date.
- Total number and location of offices in Canada.
- Dollar value of mortgages administered in Canada, by region.

- Download and review the [Sample Questionnaire](#) in advance to determine what additional information you may need.

Completing the AIR

- **Data is automatically saved when you enter data into the AIR and navigate to a new question.**
- All questions must be answered as applicable.
- Questions can be answered in any order.
- Use the "Tab" key and/or the mouse to navigate through the items on each page.
- Use the links in the menu on the left to navigate to different parts of the AIR
- You are able to print a copy of the AIR at anytime by clicking on the printer icon located in the upper right corner of the page
- Pages that are incomplete or that have errors will be identified with an **Asterisk (*)** in the navigation menu on the left.
- Payment of the Mortgage Administrator Annual Regulatory Fee is required in order to submit the AIR
- To file the AIR with FSRA, click "Submit AIR Filing" on the Attestation page

Refer to the AIR [Frequently Asked Questions](#) for additional tips. You may also click on the camera icon located in the upper right corner of the screen to submit a question regarding any technical difficulties with the AIR.

Note: Consistent with FSRA's role in deterring deceptive or fraudulent conduct, practices and activities by the regulated sectors pursuant to s.3 (1)(g) of the *Financial Services Regulatory Authority of Ontario Act, 2016*, FSRA collaborates with other organizations, including fraud prevention organizations and law enforcement agencies, to help combat unlawful activity. Please be advised that the information you provide in the AIR may be shared with such organizations.

On average, entering information for the AIR online will require approximately 60 minutes to several hours to complete. Should you require additional time, you may return at a later time and date to complete the AIR.

If you have finished reading and understand the instructions, please proceed to the next page to begin.

General Information

The information listed on this page represents information on file with FSRA as of December 31, 2021

Legal Name of the administrator

First Swiss Mortgage Cor

Other authorized name First Swiss Asset Manage

Licence number 11956

Business type Corporation

Contact Name Eugene Trounev

Does the administrator have a CRA business number?: Yes No

CRA business number for the administrator (9 digit) 850525676

Principal place of business address 5775 Yonge Street Suite 5

Mailing address N/A

Phone number 416-227-2000

Fax number Fax Number

Contact email address admin@firstswissgroup.c

Consumer complaints E-mail address*: Complaints e-mail
admin@firstswissgroup.com

**Please indicate the email address to which consumers should direct complaints and/or general inquiries. This email address may be posted on the public register and may be provided to the public for the purposes of contacting the administrator.*

NOTE: If any of the above information has changed, you are required to notify the Financial Services Regulatory Authority of Ontario (FSRA) within 5 business days of the change by email at contactcentre@fsrao.ca.

THE ANNUAL INFORMATION RETURN AND ALL OF ITS QUESTIONS PERTAIN TO THE PERIOD COVERING JANUARY 1 TO DECEMBER 31, 2021. UNLESS OTHERWISE STATED THE RETURN IS DUE NO LATER THAN MARCH 31, 2022.

REMINDER: The administrator must file if it was licensed anytime between January 1, 2021 and December 31, 2021 whether or not it conducted business.

Reporting Changes

It is required to notify the Financial Services Regulatory Authority of Ontario (FSRA) within 5 business days of a change to the general information of an administrator by email at: contactcentre@fsrao.ca

Did any of the following information change during the reporting period, and did you report the changes to FSRA by email at contactcentre@fsrao.ca (Check all that apply):

Administrator Information	Changed? (Yes/No)	Reported? (Yes/No)
Address for Service	No <input type="checkbox"/>	
Address of Principal Place of Business	No <input type="checkbox"/>	
Email, Phone or Fax	No <input type="checkbox"/>	
Officers or Directors	No <input type="checkbox"/>	
Partners in Partnership	No <input type="checkbox"/>	
E&O Insurance	No <input type="checkbox"/>	
Open/Closed Offices	No <input type="checkbox"/>	

[O.Reg. 193/08 s.6,7,8,9,10, and 13](#)

Administrator Information

a. Errors & Omissions (E&O) Insurance Provider:

Other

Specify name of other E&O Provider:

ProLink Insurance inc

Indicate the liability limits under your current E&O policy 'Per Occurrence'

Other

If Other - Specify amount:

Specify amount
\$ 5,000,000

Indicate the liability limits under your current E&O policy 'Per Annual Aggregate'

Other

If Other - Specify amount:

Specify amount

\$ 5,000,000

Please upload a copy of the of the Mortgage Administrator's Errors & Omissions Insurance Certificate (PDF only) [i](#)

E&O policy #:

SRD572145-003925

E&O expiry date:

07/01/2022

b. What is the administrator's designated fiscal year-end?

08/31/2022

c. Is the mortgage administrator's auditor a licensed public accountant?

Yes

No

Note: Audited financial statements are required to be prepared by a licensed public account listed on CPA's public registry as good standing.

d. Did the administrator file financial information pursuant to [O. Reg. 193/08 s.3.](#)?

Yes

No

If No, provide an explanation

Current year audit is due to be completed by March 31 and it was delayed due to Covid closures and auditor schedule

e. If the administrator or its related persons/entities is also licensed as a mortgage brokerage with FSRA, enter the brokerage licence number here:

10550

"Related persons/entities" includes family members, affiliates, officers, directors, partners, employees, brokers, agents, principal shareholders, etc. of the administrator.

f. Does the administrator have a mortgage brokerage licence in another jurisdiction/province?:

Yes

No

g. Is the administrator a publicly traded company?

Yes

No

h. If No, is the administrator related to a publicly traded company?

Yes

No

Trust Account Information

The purpose of these questions is to verify compliance with legal obligations under the Mortgage Brokerages, Lenders and Administrators Act, 2006 (MBLAA)

1. Did the administrator have a trust account(s) during the reporting period?

Yes No

How many MBLAA trust accounts did the administrator have as at December 31, 2021?

1

Of the total number, how many MBLAA trust accounts did the administrator open during the reporting period?

0

What accounting system does the administrator use to keep track of deemed trust funds (including investors' funds remittance) and investor investment balances? If more than 1 system is used, please identify all and the purpose of each system.'

Mortgage office and quicklook , accounting and portfolio management

Did the administrator reconcile all of its MBLAA trust accounts?

Yes No

If yes, how often did the brokerage reconcile the trust accounts?

Monthly Quarterly
 Annually

Was interest earned from monies on deposit in your trust account, fully credited to the investor/lender?

Yes No

[O.Reg. 189/08 s.35, 36, 37](#)

2. Was there a shortfall, at any time during the reporting period, in any of the MBLAA trust accounts?

Yes No

[O.Reg. 189/08 s. 38](#)

Supervision of Operations

The purpose of these questions is to determine whether the administrator's operations are organized in a way that facilitates supervision and to facilitate examination/inspection planning by FSRA.

3. Indicate the total number of owners of the administrator, including any Directors, Officers, Partners and Beneficial Owners as at December 31, 2021?

1 ▼

List any owners of the administrator including Beneficial Owners, Directors, Officers or Partners, as at December 31, 2021.; where an owner is a corporation please include the ultimate Beneficial Owners.

If more than five, list the top five owners, based on the greatest percentage of ownership.

Owner's legal name	Percentage owned
6807771 Canada Corp	100%

Total percentage owned

100%

Where was the administrator's head office/principal place of business in Canada as at December 31, 2021?

Ontario ▼

NOTE: For the purpose of the AIR, "**head office**" is defined as: "A place of business where the administrator spends more than 50% of his or her time working on mortgage administration, **including** home offices."

4. Provide the following information about the administrator's offices for each Ontario region as at December 31st, 2021 as applicable:

Ontario Region	Number of Offices
Toronto (M)	1
Central Ontario (L)	0
Southwestern Ontario (N)	0
Eastern Ontario (K)	0
Northern Ontario (P)	0
Total number of offices	1

NOTE: Include your head office as well as all additional offices that are open to the public

5. Does the administrator have an individual designated to ensuring compliance with the *Mortgage Brokerages, Lenders and Administrators Act, 2006* (MBLAA)?

Yes

No

If yes, provide the name, email and phone number:

Compliance Officer Name:

Compliance Officer Name
 Reza Nezami-Nia

Compliance E-mail address:

Compliance e-mail
 admin@firstswissgroup.com

Compliance Phone Number:

Compliance Phone
 (416) 227-2000

Portfolio Details/Information

The purpose of these questions is to gather marketplace statistics.

Where mortgages specific, such as number of mortgages and dollar values, are requested, please provide information as at December 31, 2021.

Round dollar values to the nearest dollar - do not use decimals or cents.

6. Provide the following information on the administrator mortgage portfolio as at December 31, 2021:

	Total Mortgage Business	Mortgage Property Within Ontario
Total number of mortgages under administration	34	29
Total dollar value of mortgages under administration	\$ 3,210,000	\$ 2,850,000
Total number of investors in the mortgages under administration	34	29
Total number of mortgages in arrears	0	
Total dollar value of mortgages in arrears		
Total number of mortgages in arrears where foreclosure/power of sale proceedings commenced		
Total dollar value of mortgages in arrears where foreclosure/power of sale proceedings commenced		

7. Provide the following information regarding the underlying mortgage properties in Ontario under administration as at December 31, 2021:

Mortgage type	Number of mortgages under administration	Dollar value of mortgages under administration
Vacant Land	0	
Raw Land	0	
Development Properties (Construction)	0	
Income Producing Properties (Existing Buildings)	0	
Agricultural / Farmland	0	
Other (e.g. Hospitality)	0	
Residential	29	\$ 2,850,000
TOTAL	29	\$ 2,850,000

8. Provide the demographic of the investors in the mortgages under administration in Ontario as at December 31, 2021:

Investor Type	Number of Investors	Total Number of Mortgages Administered	Total Dollar Value Administered
Individual	29	29	\$ 2,850,000
Mortgage Investment Corporation (MIC)	0	0	
Mortgage Investment Entity (MIE) other than a MIC	0	0	
Regulated Financial Institution	0	0	
Other (e.g., Non-Regulated Financial Institution, Non-Individual Private)	0	0	

Investor Type	Number of Investors	Total Number of Mortgages Administered	Total Dollar Value Administered
Lender)			
TOTAL	<u>29</u>	<u>29</u>	<u>\$ 2,850,000</u>

Mortgage Investment Entity ("MIE") is a mortgage-financing business, other than a MIC, that pools together money from investors to lend on mortgages. MIEs can vary in organizational structure, and may be in trust, a limited partnership or a corporation.

Mortgage Investment Corporation ("MIC") is an investment/lending company designed specifically for mortgage investing or lending, in Canada, and governed by the Income Tax Act.

10. Did the administrator manage a Mortgage Investment Corporation (MIC) during the reporting period? Yes No

NOTE: For the purposes of the AIR, a **Mortgage Investment Corporation (MIC)** is an investment/lending company designed specifically for mortgage investing or lending, in Canada, and governed by the Income Tax Act.

The MIC is organized for investing in pools of mortgages, primarily residential, and manages a diversified and secured portfolio of mortgages. Profits generated by the MIC are distributed to its shareholders according to their proportionate share.

14. Did the administrator administer any private mortgages other than a MIC? Yes No

A Private mortgage is a mortgage by a person or business who lends their own funds for a mortgage including Mortgage Investment Entities (other than MICs), other mortgage brokerages, and/or individual mortgage brokers or agents. A Mortgage Investment Entity ("MIE") is a mortgage-financing business that pools together money from investors to lend on mortgages. MIEs can vary in organizational structure, and may be a trust, a limited partnership or a corporation.

If Yes, complete the following for total number of private mortgages (other than MICs) in Ontario as at December 31, 2021:

Number of mortgages	<u>29</u>
Dollar value of mortgages	<u>\$ 2,850,000</u>

Number of private lenders	29
---------------------------	----

List the top five (5) private lenders the administrator funded from based on the value of mortgages:

Name	Number of mortgages	Dollar value of mortgages
Elizabeth Pironkov	3	\$ 203,000
Branimira Tzvetkova	2	\$ 190,000
Corey ward	1	\$ 93,000
Anna Schwartz	1	\$ 83,000
Lili Golbos	1	\$ 81,000

If more than five (5) private lenders, upload a list of all private lenders for whom the administrator administered for during the reporting period (provide the legal first and last name of an individual or the legal business name of an entity):

Please upload a file containing the list of private lenders. (PDF only) [i](#)

15. Does the administrator have in place, policies and procedures which relate to the disbursement of funds for all types of mortgage products under its administration? Yes No

16. Please provide the total number of instances of redemption or early repayment freezes, that the mortgage administrator put in place during the reporting period. 0

17. Did the administrator administer any non-qualified syndicated mortgages? Yes No

18. Did the administrator administer any qualified syndicated mortgages? Yes No

Qualified Syndicated Mortgage Investment ("QSMI") definition before July 1, 2021: A syndicated mortgage that meets all of the following criteria:

1. It is negotiated or arranged through a mortgage brokerage.
2. It secures a debt obligation on property that,
 - i) is used primarily for residential purposes,
 - ii) includes no more than a total of four units, and
 - iii) if used for both commercial and residential purposes, includes no more than one unit that is used for commercial purpose
3. At the time the syndicated mortgage is arranged, the amount of debt it secures, together with all other debt secured by mortgages on the property that have priority over, or the same priority as, the syndicated mortgage, does not exceed 90 per cent of the fair market value of the property relating to the mortgage, excluding any value that may be attributed to proposed or pending development of the property.
4. It is limited to one debt obligation whose term is the same as the term of the syndicated mortgage.
5. The rate of interest payable under it is equal to the rate of interest payable under the debt obligation.

A syndicated mortgage that secures a debt obligation incurred for the construction or development of property is not a qualified syndicated mortgage.

Non-qualified syndicated mortgage: A syndicated mortgage which does not meet the requirements of a qualified syndicated mortgage

The transfer of regulatory oversight of certain syndicated mortgages from FSRA to the Ontario Securities Commission ("OSC") took effect on July 1, 2021. The QSMI definition above has been replaced effective July 1, 2021 to align with the OSC definition. Please refer to FSRA Guidance on the Supervision Approach for Non-Qualified Syndicated Mortgage Investments with Permitted Client and Legacy Non-Qualified Syndicated Mortgage Investments for details.

Records Information

19. What format were your required records stored in?

Electronic	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Paper	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Were the required records retained at the administrator's principal place of business in Ontario?

Yes

No

[O.Reg. 193/08 s. 5](#)

Unimpaired Working Capital

20. Have you maintained \$25,000 of unimpaired working capital or other form of financial guarantee as approved by the FSRA Chief Executive Officer at all times throughout the year?

A mortgage administrator shall maintain a financial guarantee in an amount equal to \$25,000. [O.Reg.189/08,s.28\(1\)](#).

The financial guarantee may be unimpaired working capital or it may be another form of financial guarantee acceptable to the Chief Executive Officer. [O.Reg.189/08,s.28\(2\)](#).

Confirm that you have complied with these requirements Yes No

[O.Reg. 411/07 s. 1\(4\)](#)

Complaints and Complaint Handling

21. You are required to designate one or more individuals to receive and attempt to resolve complaints from the public, and each designated individual must be an employee of the mortgage administrator or someone who is otherwise authorized to act on its behalf. O. Reg. 189/08, s. 26 (2)

Confirm that you have complied with this requirement Yes No

[O.Reg. 189/08 s.26](#)

22. Total number of written complaints received by the administrator:

0

[O.Reg. 189/08 s.26](#)

Suitability

The purpose of these questions is to help further determine if the mortgage administrator is suitable to continue to be licensed.

23. Were any E&O claims made against the administrator during the reporting period in any Canadian jurisdiction? Yes No

24. During the reporting period, was a complaint made against the administrator to a regulatory body in any Canadian jurisdiction that was based, in whole or in part, on fraud, theft, deceit, misrepresentation, forgery or similar conduct? Yes No

25. During the reporting period, was the administrator or any of its Directors, Officers or Partners fined or were any monetary penalties imposed by any Canadian financial services regulator excluding FSRA? Yes No

26. During the reporting period, did the administrator or any of its Directors, Officers or Partners file for bankruptcy or have any overdue fines/monetary penalties owing to any Canadian financial services regulator excluding FSRA? Yes No

27. During the reporting period, was the administrator or any of its Directors, Officers or Partners subject to any charges laid under the laws of any Canadian province/ territory? Yes No

28. During the reporting period, was the administrator or any of its Directors, Officers or Partners fined or otherwise sanctioned by any Provincial/Federal courts? Yes No

29. During the reporting period, were any licences the administrator or any of its Directors, Officers or Partners held from a regulatory body/professional organization revoked or suspended? Yes No

30. Did the administrator or any of its Directors, Officers or Partners conduct any other business from the business' premises? Yes No

31. During the reporting period, was the administrator or any of its Directors, Officers or Partners named in a lawsuit (Statement of Claim, Counterclaim or Third-party Claim)? Yes No

[O.Reg. 189/08 s.40](#)

Closing Questions

32. FSRA published the Mortgage Brokers Regulators' Council of Canada (MBRCC) National Code of Conduct (the Code) which came into effect August 5, 2021.

Has the mortgage administrator incorporated the MBRCC National Code of Conduct into its policy and procedures? Yes No

33. Does the administrator have cyber security Policies and Procedures in place? Yes No

34. Does the administrator have cyber security insurance? Yes No

35. During the reporting period, did the administrator experience any cyber security incident which resulted in a breach of the administrator's computer systems/networks? Yes No

36. How long did it take to gather the information and complete the AIR?

Hours 4

Minutes 0

Payment of Annual Regulatory Fee

Annual Regulatory Fee has been paid on 2022-03-16

In order to retain the Mortgage Administrator's licence, the Annual Regulatory Fee of \$841 must be paid.

The Annual Regulatory Fee

- Supports the cost of FSRA as an independent regulator, and its priority to transform existing regulatory processes through a new organizational design, with enhanced capacity and staff expertise.
- The fee has been determined based on FSRA Rule 2019 - 001 Assessments and Fees.
- On or before the day on which a fiscal year ends, a corporation, partnership, sole proprietorship or other entity that has a mortgage administrator's licence shall pay a regulatory fee in respect of the next fiscal year of \$841.
- Payment of the fee is due to FSRA no later than March 31.

To learn more about the fees for the Mortgage sector, please visit: [Financial Services Regulatory Authority of Ontario Rule 2019-001 Assessments and Fees](#) and refer to Subsection 6.2

For more information, please refer to the question and answer page. You can also contact FSRA by emailing contactcentre@fsrao.ca or calling 1-800-668-0128.

Instructions

Attestation

I **Eugene Trounev** of **First Swiss Mortgage Corp.** ("The Administrator")

CERTIFY THAT:

I am aware that it is an offense to make a false statement to the FSRA Chief Executive Officer under the Mortgage Brokerages, Lenders and Administrators Act, 2006, and that the information provided in this Annual Information Return is true to the best of my knowledge and belief

REMINDER: Before submitting this return, please make sure that you have thoroughly reviewed all answers for accuracy. Once the AIR is submitted, no changes can be made. [Please click on the printer icon button on the top right to print or preview the AIR submission in a single web page.](#)

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This is Exhibit "D"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

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Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M

**Corporate Profile / Profil corporatif**

Date and time of Corporate Profile (YYYY-MM-DD)	2023-03-15 12:32 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
--	---------------------	--

CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination
	First Swiss Mortgage Corp.
Corporation number	Numéro de société ou d'organisation
	628571-6
Business number	Numéro d'entreprise
	850525676RC0001
Governing legislation	Régime législatif
	Canada Business Corporations Act (CBCA) - 2004-09-16 Loi canadienne sur les sociétés par actions (LCSA) - 2004-09-16
Status	Statut
	Active Active

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	5700 YONGE STREET, SUITE 200 TORONTO ON M2M 4K2 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS
Anniversary date (MM-DD)	(MM-JJ) Date anniversaire
	09-16
Filing period (MM-DD)	(MM-JJ) Période de dépôt
	09-16 to/au 11-15
Status of annual filings	Statut des dépôts annuels
	Not due 2023 N'est pas dû Filed 2022 Déposé Filed 2021 Déposé
Date of last annual meeting (YYYY-MM-DD)	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
	2022-10-17
Type	Type
	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	50	Nombre maximal
Current number	1	Nombre actuel
REZA NEZAMI-NIA	31, PLATINUM AVE., RICHMOND HILL ON L4E 4C7, Canada	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)	(AAAA-MM-JJ) Historique de la dénomination	
2004-09-16 to present / à maintenant	First Swiss Mortgage Corp.	
Certificates issued (YYYY-MM-DD)	(AAAA-MM-JJ) Certificats émis	
Certificate of Incorporation	2004-09-16	Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)	(AAAA-MM-JJ) Documents déposés	

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
--	---

This is Exhibit "E"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M

NEZAMI-NIA, REZA

Mortgage Agent/Broker Licence Information:	
Agent/Broker Name:	NEZAMI-NIA, REZA
Licence #:	M08003821
Brokerage Name:	First Swiss Mortgage Corp. operating as First Swiss Asset Management
Licence Class:	Principal Broker
Status:	Authorized to Sell
Issue Date:	April 1, 2022
Expiry Date:	March 31, 2023
<input type="button" value="Update Contact Information (email, address, telephone...)"/>	

You may print this page provided you do not modify its contents.

Information is current as of: March 15, 2023

This is Exhibit "F"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DEFB1607074C0

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



[Visit FSRA website](#)

[Français](#)




TROUNEV, EUGENE

Mortgage Agent/Broker Licence Information:	
Agent/Broker Name:	TROUNEV, EUGENE
Licence #:	M08004025
Brokerage Name:	First Swiss Mortgage Corp. operating as First Swiss Asset Management
Licence Class:	Broker
Status:	Authorized to Sell
Issue Date:	April 1, 2022
Expiry Date:	March 31, 2023
<div style="border: 1px solid gray; padding: 5px; display: inline-block; margin: 10px auto; width: 40%;"> Update Contact Information (email, address, telephone...) </div>	

You may print this page provided you do not modify its contents.

Information is current as of: March 15, 2023

This is Exhibit "G"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

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Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



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PAPANYAN, YANA

Mortgage Agent/Broker Licence Information:	
Agent/Broker Name:	PAPANYAN, YANA
Licence #:	M08003839
Brokerage Name:	First Swiss Mortgage Corp. operating as First Swiss Asset Management
Licence Class:	Broker
Status:	Authorized to Sell
Issue Date:	April 1, 2022
Expiry Date:	March 31, 2023
<input type="button" value="Update Contact Information (email, address, telephone...)"/>	

You may print this page provided you do not modify its contents.

Information is current as of: March 15, 2023

This is Exhibit "H"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

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Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



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DOOKRAM, PATRICK H

Mortgage Agent/Broker Licence Information:	
Agent/Broker Name:	DOOKRAM, PATRICK H
Licence #:	M11000083
Brokerage Name:	First Swiss Mortgage Corp. operating as First Swiss Asset Management
Licence Class:	Agent
Status:	Authorized to Sell
Issue Date:	April 1, 2022
Expiry Date:	March 31, 2023
<input type="button" value="Update Contact Information (email, address, telephone...)"/>	

You may print this page provided you do not modify its contents.

Information is current as of: March 15, 2023

This is Exhibit "I"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



Financial Services Regulatory
Authority of Ontario



Complaint Form

Instructions

To help with our review, please complete and sign the form and send us the following information:

- A copy of your complaint that was sent to the person/entity who you have a concern with
- Final response that the person/entity provided to resolve your complaint
- All documents that support your complaint (e.g., contracts, policy documents, emails, letters sent to or received from the person/entity etc.). You may attach the documents separately, if necessary.

Please note that we cannot review your complaint unless you have received a final response from the person/entity who your complaint is about. E.g., if you have a complaint about your Mortgage Agent, please make sure the Principal Broker has responded to you in writing. If you have a complaint with an Insurance Agent or an Insurance Company, please make sure their Ombudsman's Office has responded to you in writing. If your complaint is about a Credit Union, please make sure the officer or employee designated by the Credit Union to resolve your complaint has responded to your complaint in writing.

Please send this form and any documents that support your complaint to the attention of the "Complaints and Risk Assessment Branch" by email to contactcentre@fsrao.ca, by fax to 416 590-8480, or by regular mail to: 25 Sheppard Avenue West, Suite 100, Toronto, ON, M2N 6S6.

Contact Information

Last Name

Initials

First Name

Street Address

Unit Number

Street Number

Street Name

City

Province

Postal Code

Telephone Number

Fax Number (if available)

E-mail Address

Preferred method of contact

- Phone
 Email
 Letter

Who is your complaint with? (select all that apply)

- Credit Union/Caisse Populaire
 Mortgage Administrator
- Health Service Provider
(Health and rehabilitation clinics providing services to auto insurance accident benefit claimants)
 Mortgage Agent/Broker
- Insurance Agent/Adjuster
 Mortgage Brokerage
- Insurance Company
 Mortgage Lender
- Financial Planner/Financial Advisor
- Other, Specify: _____

What is your complaint about? (select all that apply)

- Accident and Sickness Insurance
- Automobile Insurance
- Billing for goods or services related to automobile accident benefits
- Disability Insurance
- Unapproved Credentialing body / Unapproved Credential
- Credentialing Body
- Individual using the Financial Planner or Financial Advisor title without an approved credential
- Insurance Investments
- Property Insurance
- Mortgage
- Life Insurance
- Other, Specify: _____

The complaint is against the following person/entity

Individual Name (if applicable)

Claim/Policy/Licence/Reference No.

FIRST SWISS MORTGAGE CORP

#11956 and #10550

Entity Name (if applicable)

EUGENE TROUNEV + REZA NEZAMI -NIA

Street Address

Unit Number <i>911</i>	Street Number <i>7191</i>	Street Name <i>YONGE ST</i>	
City <i>THORNHILL</i>		Province <i>ON</i>	Postal Code <i>L3T0C3</i>
Telephone Number <i>416-227-2000</i>	ext.	Fax Number	E-mail Address <i>adminfsm@firstswissgroup.com</i>

Complaint Details.

The date when you first became aware of the matter giving rise to your complaint (yyyy/mm/dd) *2023/03/03*

Briefly describe your complaint. Include facts and documents that are relevant to your complaint.

You may attach the documents separately, if necessary.

The company has failed to send last statement and payment. The emails are bouncing back, they do not return phone calls. They falsely post their address.

Please provide the name and details of the person who you attempted to resolve your complaint with:

Name of Contact <i>Patrick Dookram</i>	Email Address <i>patric.dookram@firstswiss.com</i>	Telephone Number <i>416-227-2000</i>
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Summary of steps you have taken to resolve your complaint to date. *x1 1013*

Final Position/Response

- I have attached the final response letter that the person/entity provided to me
- I have **not** attached the final response letter

If you have **not** attached the final response letter, explain why. Please note that the review of your complaint may be delayed if you do not provide documents to support your complaint.

Legal Action

Have you commenced legal action?

- Yes No

If yes, please explain

Notification and Consent

Your personal information is being collected by the Financial Services Regulatory Authority of Ontario ("FSRA") under the authority of the *Financial Services Regulatory Authority of Ontario Act*¹, as part of FSRA's role in regulating the financial services sectors and protecting the rights and interests of consumers. FSRA requires the personal information you have provided in this form to investigate your complaint.

FSRA may need to disclose your personal information to third parties as part of its review or ensuing investigation, if required. By signing below, you consent to FSRA's disclosure of the information contained on this form, and any additional information about your complaint to the following parties:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

If FSRA is required to share your personal information with a person or entity not listed above to resolve your complaint, you will be contacted to provide further consent.

If you have any questions about FSRA's collection and disclosure of your personal information, please contact:

Financial Services Regulatory Authority of Ontario
25 Sheppard Avenue West, Suite 100
Toronto, ON M2N 6S6
Telephone: (416) 250-7250
Toll Free: 1-800-668-0128
Fax: (416) 590-8480
TTY: 1-800-387-0584
Email: contactcentre@fsrao.ca

I hereby consent to FSRA's collection, use and disclosure of the information I have submitted in my complaint, including my personal information to:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

I do not consent to the collection, use and disclosure of the information I have submitted in my complaint.

Name (please print)

[REDACTED]

Date (yyyy/mm/dd)

2023/03/07

¹*Financial Services Regulatory Authority of Ontario Act, 2016, S.O., 2016, c 37, s 3(3).*



7191 Yonge St. Suite 911
Thornhill, ON L3T 0C4
Tel: (416) 227-2000
Fax: (416) 227-2008

Lic10550/11956

RESIDENTIAL SECOND MORTGAGE LOAN SERVICING AGREEMENT

Whereas:

- A. First Swiss Mortgage Corp. is licensed by the Province of Ontario, Canada as a Lender and Mortgage Administrator under Licenses # 10550 and 11956.
- B. The parties signing this Agreement as owner are the beneficial owners of certain mortgage loans, the details of which are set out on Schedule "A" hereto.
- C. The Owners derive their beneficial ownership of Loans by the terms of a Trust Agreement, dated as of the date of this indenture, between Servicer as Bare Trustee and the Owners as Beneficiary under which Servicer has no fiduciary or operational obligations or responsibilities and only hold the Loans in trust for the Owners as directed by them registered under the name First Swiss Mortgage Corp.
- D. The Owners seek to enter this Agreement to create the servicing obligations by which Servicer will act on behalf of the Owners in the capacity as manager and administrator of the Loans, on the terms hereinafter set out.

Now therefore, in consideration of the sum of Two (\$2.00) Dollars and other good and valuable consideration, the sufficiency and receipt of which is acknowledged by each of the parties, the parties hereto agree one with each of the others as follows:

Definitions:

"Default" means, in respect of a Loan, the failure to pay when due any amount required to be paid by the borrower, or the failure by the borrower to comply with or perform any covenant or obligation, in accordance with the terms of the Loan.

"Default Option" means a right given to an Owner, to be exercised in the event of a Default or if a Loan becomes non-performing, the terms and conditions of such Default Option being set out in paragraph 11 of this Agreement.

"Instruction" means the determination of any matter requiring a consent, approval or decision of an Owner or the Owners in respect of any Loan.

"Loan" means a single mortgage loan described in Schedule "A" hereto and "Loans" means all of the mortgage loans described in Schedule "A" hereto.

"Majority" means any combination of Owners owning greater than fifty (50%) per cent of the aggregate principal balance outstanding of the Loan or Loans on the date an Instruction is requested by Servicer in writing.

"Owner" means the individual beneficial owner and "Owners" means the collective beneficial owners, as the context requires, of certain mortgage loans, the details of which are set out on Schedule "A" hereto.

"Reimbursable Expenses" means all fees, costs, advances and expenses made or incurred by Servicer in exercising any authority throughout this Agreement.

"Servicer" means First Swiss Mortgage Corp.

"Servicing Fee or Servicing Fees " means the fee or fees paid or payable to Servicer for providing the services set out in this Agreement calculated and described in paragraph 6 herein.

"Trust Agreement" means an agreement made between the Servicer as Trustee and the Owners as beneficiaries under which Servicer has no fiduciary or operational obligations or responsibilities and only hold the Loans as bare trustee in trust for the Owners as directed by them.

"First Swiss Asset Management" is operated by and is a business of First Swiss Mortgage Corp.

1. Scope.

The Owners hereby engage Servicer to manage and administer the Loans. The scope of such engagement includes:

- (a) collecting all scheduled payments on the Loans;
- (b) reporting and accounting on all required financial aspects of the Loans;
- (c) protecting the security for the Loans;
- (d) consulting with the Owners and seeking Instruction from the Majority, as required on the Loans on non-routine collection matters; and

2. Term and Termination.

- (a) This Agreement shall commence on the first day of the month next ensuing after:
 - (i) all the Owners have signed this Agreement
 - (ii) all the details of the Loans have been completed in full on Schedule "A", and
 - (iii) all ancillary documents Servicer requires from the Owners to administer the Loans have been provided.
- (b) This Agreement shall terminate, in respect of any Loan, on the occurrence of any of the following events:
 - (i) re-payment in full of the Loan and registration of a discharge of the Loan;
 - (ii) thirty (30) days written notice by Servicer provided to the Owners terminating the engagement;

- (iii) subject to paragraph 7 below, the registration or transfer of titled interest to the Owners, by way of foreclosure, in the property that is security for any Loan;
- (iv) exercise by the Owners of the termination right set out in paragraph 6 herein; and
- (v) exercise by the Owners of a Default Option.

Forthwith following the termination of Servicer's engagement in respect to a Loan, Servicer shall deliver to the Owners all funds held by Servicer to be paid to the Owners, together with an appropriate accounting and all necessary documentation, after deducting or withholding all amounts owed to Servicer for outstanding Servicing Fees and Reimbursable Expenses. The Owners shall immediately pay Servicer any balance of monies due to Servicer.

3. Specific Loan Servicing Functions.

Servicer shall comply in all respects with the laws of the governing jurisdiction in the administration of the Loans and Servicer shall, where required in respect of any Loan:

- (a) issue statements to the borrower;
- (b) issue payout demands, beneficiary statements and mortgage ratings;
- (c) demand, receive and collect all Loan payments and deposit cheques by the next business day into Servicer's trust account and pay amounts owed to the Owners within 25 days of receipt;
- (d) issue annual statements to the borrower and Owners;
- (e) respond to borrower inquiries, demands and requests;
- (f) grant appropriate payment deferrals, but not of the maturity of any Loan, unless approved the Owner, or a Majority where required;
- (g) ensure the continued coverage of property insurance and monitor any claims affecting an Owner's interest in the security for any Loan;
- (h) receive default notices in respect to priority claims or encumbrances;
- (i) receive notices of property tax delinquencies;
- (j) execute and deliver on the Owners' behalf any documents required to exercise any rights or duties which an Owner may have under any Loan or Deed of Trust, including, but not limited to, substitution of trustee, request for full or partial reconveyance, payoff demands, beneficiary statements, declarations and notices of default, instructions to a Trustee (appointed or substituted) of any Deed of Trust;
- (k) upon receiving the Instruction of an Owner or a Majority, where required, initiate and direct judicial or non-judicial enforcement proceedings in respect of any Loan. Servicer shall communicate to the Owners any significant material information about collection proceedings concerning a Loan.

4. Fees, Expenditures, Disbursements and Protective Advances.

- (a) Each Owner hereby irrevocably authorizes and directs Servicer:
 - (i) to use all prudent efforts and practices to protect the Owners' interests in the Loans as Servicer deems expedient and proper;

(ii) to retain, instruct, authorize or direct third parties or outside services such as, but not limited to, contractors, appraisers, realtors, lawyers or foreclosure companies to further evaluate, protect and preserve the Owners' interests and Owners agree to co-operate with any such third party;

(iii) to conduct any investigative work, settlement negotiations, mediation or arbitration applications or proceedings or court actions as Servicer may, in its sole and unfettered discretion, deem appropriate or advisable;

(iv) to make such advances as are necessary and prudent in Servicer's absolute discretion to protect Owners' interests in the Loans, including advancing its own funds to pay priority claims, property or title insurance, power of sale, foreclosure or other collection expenses, repair, maintenance and management fees and expenses, commissions and advertising, litigation expenses and similar items, but not Loan payments.

(b) Servicer shall be repaid any Reimbursable Expenses within 10 days after written demand is provided to the Owners specifying the percentage share for which each Owner is responsible. Interest at the Loan rate shall be chargeable on any Reimbursable Expenses from the date any payments are due to the date of payment. Servicer may, at its discretion, be repaid in whole or in part for any Reimbursable Expenses by set-off from Loan payments as they are received, until the Reimbursable Expenses are repaid in full. To secure the obligation to repay any Reimbursable Expenses, the Owners hereby irrevocably assign to Servicer such portion of the Loan payments received as are required to pay the Reimbursable Expenses outstanding from time to time.

Servicer may produce a copy of this Agreement as evidence of the authority granted herein.

5. Loan Documents.

Servicer shall hold, on behalf of the Owners, all documents and files pertaining to the Loans.

6. Servicing Fee, Compensation.

(a) Servicing Fees shall be paid and satisfied by apportioning the interest payable in respect of each Loan. The Servicing Fee shall be an amount equal to two percentage points of the annual interest payable in respect of any Loan. (By way of example, the Servicing Fee apportionment of the interest payable on a Loan with an annual interest rate of 15.00% is 2.00% per annum and the Owners' share of the interest payable will be the remaining 13.00% per annum). The Servicing Fee shall be calculated and payable monthly as a deduction from the monthly payment received under any Loan before payment or deposit of any amount owed to the Owners. No principal portion of an amortized monthly payment shall be included in the calculation of Servicing Fees.

(b) Reimbursable Expenses and all other amounts chargeable or received by Servicer as fees for such items as beneficiary statements, demands, late charges, prepayment penalties, early closure fees, wiring fees, overnight charges, NSF fees, renewal fees, re-conveyance fees, advancing fees, bankruptcy administration fees or any fees charged by Servicer are all deemed

earned by Servicer as compensation for services rendered by Servicer in addition to Servicing Fees and shall not be set-off against, deducted from or reduce the Servicing Fees to which Servicer is entitled.

(c) The Servicing Fee for any Loan is subject to change by Servicer upon 30 days prior written notice to the Owners. Upon receipt of a notice of a change in the Servicing Fee for any Loan, an Owner, or a Majority, where required, may, by notice in writing delivered to Servicer within the 30 day notice period, terminate this Agreement in respect to that Loan or Loans for which Servicer seeks to change the Servicing Fee.

(d) Notwithstanding anything contained in this Agreement to the contrary and notwithstanding the termination of this Agreement in respect to any Loan, Servicer shall be deemed to have earned and shall be paid a Servicing Fee for a minimum of three (3) months for each Loan that forms part of this Agreement. In addition to the Servicing Fees paid, payable or deemed payable for each Loan, in the event of the termination of this Agreement by the Owners in respect of any Loan in accordance with this section, the Owners shall pay Servicer a fifty (\$50.00) dollar cancellation fee for each such Loan affected thereby.

7. Power of Sale and Real Estate Owned.

(a) The Power of Sale process is initiated by giving a notice to the borrower after 15 days of default and the Owners are notified of a default under the mortgage. The Owners agree that Servicer is appointed as sales representative for the Owners to liquidate any real estate acquired by the Owners by way of foreclosure proceedings under any Loan. All Servicing Fees payable prior to the acquisition of title by an Owner shall continue to be payable until title is acquired. The parties shall use their best efforts to negotiate a management agreement in respect to the administration and management of any such property transferred to an arm's length third party purchaser. The terms of the management agreement shall provide for commercially reasonable fees for services arranged or provided by Servicer and an irrevocable authorization and direction to Servicer to arrange or provide such services that may include, but are not limited to: (i) placing title or property insurance, (ii) repairs and maintenance, tenant relations, and security, (iii) leasing, (iv) contracting improvements and valuations, (v) retaining realtors or brokers, lawyers or accountants, to market or advertise property for sale, negotiate terms, review or prepare documents and complete transactions, (vi) reviewing and accepting offers to purchase at prices and on terms approved by the Owners or a Majority as required and (vii) executing necessary and appropriate documentation to complete transactions.

(b) The authority granted to Servicer in paragraph 4 above to arrange or make expenditures in respect of any Loan shall extend to the services provided by Servicer contemplated by this paragraph 7 and Servicer shall be repaid Reasonable Expenses in like manner. In addition Servicer may, at its discretion, be repaid in whole or in part for any Reimbursable Expenses by set-off from any Loan payments held, any rental payments as they are received, or the net proceeds of the sale of a property ('net proceeds' being defined as the proceeds of sale after the required payment of any amount to transfer clear title to a purchaser and any payments due to third parties retained by Servicer) prior to the payment of any balance remaining to the Owners, until the Reimbursable Expenses are repaid in full.

(c) To secure the obligation to repay any Reimbursable Expenses, the Owners hereby irrevocably assign to Servicer such portions of (i) any Loan payments still held by Servicer, (ii) any rental payments or other income amounts received by Servicer, (iii) any deposit credit due to the Owners from a realtor or broker, or (iv) the balance due on closing in respect of the sale of any property governed by this paragraph 7, as are required to pay the Reimbursable Expenses outstanding from time to time.

8. Representations and Warranties

Each Owner covenants, represents and warrants as follows:

- (a) the Owner has executed this Agreement as a principal for his or her own account or an 'affiliated' nominee or investment holding company and not for the benefit of any third party;
- (b) the Owner has the capacity to enter into this Agreement and perform the Owner's obligations hereunder and to give full effect to this Agreement;
- (c) this Agreement has been duly executed and delivered by the Owner and constitutes a valid and binding obligation enforceable in accordance with its terms, subject to the qualification that enforcement may be limited by bankruptcy, insolvency and other laws generally affecting the rights of creditors and subject to the availability of equitable remedies being in the discretion of a court of competent jurisdiction;
- (d) all information given by the Owner to Servicer in connection with this Agreement is true and correct;
- (e) the Owner understands and acknowledges that any sale or transfer of the Owner's rights or interests set out herein by the Owner may be restricted or limited and may require the consent of all or a Majority of the Owners in respect of any Loan or Loans;
- (f) the Owner has knowledge of the business risks applicable to this Agreement and has had an opportunity to ask and have answered by Servicer all questions that the Owner wished to raise with respect to (i) the business and affairs contemplated by this Agreement and (ii) the Loans and the properties secured thereby, to the Owner's full satisfaction;
- (g) Servicer has made no representations relating to the future performance of any Loan or given any projections or forecasts, financial or otherwise, to the Owner;
- (h) the Owner understands that the security for any Loan is directly related to the equity in the real estate secured by the Loan and that the value or marketability of real estate can change at any time and therefore equity in secured real estate can increase or decrease accordingly. The Owner hereby releases Servicer from any liability whatsoever in connection with the determination of the value of the secured real estate.

- (i) if any Loan has been previously managed or serviced by another servicing agent or by the Owner, any of whom have provided information to Servicer concerning a Loan, Servicer may rely on all such information provided to it and Servicer will have no duty or obligation to the Owner to research or confirm any such information given to Servicer; and
- (j) the Owner has been advised to obtain, and has obtained, independent legal and financial advice with respect to the transactions contemplated herein.

9. Indemnities

Each Owner hereby indemnifies the Servicer and saves the Servicer harmless from any and all liability and all costs, expenses, damages and claims to which the Servicer may be exposed in respect to:

- (a) Owner's interference with Servicer's exercise of its duties herein or rejection of Servicer's written recommendations in the exercise of such duties,
- (b) Owner's default or breach of this Agreement,

10. Arbitration.

All disputes between the parties hereto and their respective officers, directors, agents, employees and assignees, arising out of this Agreement or relating to the Loans, including, the arranging and servicing of the Loans and any services in connection with any property acquired, shall be determined by binding arbitration in accordance with the governing arbitration legislation of the jurisdiction in which a property is situate, if such law exists. To the extent that it may be possible in any jurisdiction, all parties hereto agree that the arbitration proceedings shall be the final determination of any issue and no resort or recourse may be made to a court by way of appeal or circumvention of the arbitration mandate set out herein, provided that if legally permitted, required or expedient for enforcement purposes, an arbitration award or judgment may be entered in any court having jurisdiction. All parties hereto acknowledge that by agreeing to this arbitration mandate, they are waiving the right or ability to have the dispute litigated in a judicial process, with rights of discovery, application of the rules of evidence and appeal.

11. Default Option

In the event of a Loan in Default, the Owners of the Loan will have the right to exercise a Default Option. A Loan will qualify for a Default Option if it has been in Default for Ninety (90) days or more. The terms and conditions of the Default Option are:

- (a) Subject to availability and at the Servicer's discretion, the Default Option will include one of these three alternatives, each of which is described in this section:
 - (i) Mortgage Exchange
 - (ii) Mortgage Buy-Back
 - (iii) Default Management,

- (b) In addition to any regular notice advising the Owners of the status of a Loan, whether or not in Default, Servicer will provide the Owners with a special notice (the "Default Option Trigger Notice") advising that a Loan in Default qualifies for the Default Option. A Default Option Trigger Notice may be given at any time after the Loan continues to be in Default for Ninety (90) days. An Owner, or a Majority where required, must give notice in writing to Servicer, within ten (10) days of receiving a Default Option Trigger Notice that it wishes to exercise the Default Option specified by the Servicer.
- (c) If the Servicer offers a Mortgage Exchange, Servicer will include with Default Option Trigger Notice a list of up to three (3) alternative performing mortgage loans from its own portfolio that Servicer will make available to replace the Loan in default. The list provided shall contain sufficient details as to the location of the properties secured, the financial terms of the mortgage and a statement as to the payment history of each mortgage. Servicer shall not be required to provide any other information concerning the borrowers.
 - (i) Servicer shall offer a range of performing replacement mortgages, to the extent available, that approximate the principal balance of the Loan in Default within a range of plus or minus twenty thousand (\$20,000.00) dollars and an interest rate of plus or minus three (3%) per cent with a balance of term remaining from 3 months to 5 years. Servicer may endeavour, but shall not be required, to approximate loan to value ratio or location.
 - (ii) Servicer shall prepare all documents required to effect the exchange, including any title documents, releases, assignments or amending agreements and all parties covenant and agree to execute and deliver the documents and adjust all amounts as of a completion date to be the next business day following fifteen (15) days after the Owner's exercise of the Default Option.
 - (iii) Servicer will provide a statement of adjustments, adjusted as of the completion date, which will calculate:
 - 1. any principal balance differential to be credited to Servicer or Owners,
 - 2. the total of the monthly payments in arrears under the Loan in Default to be credited to the Owners, pro-rated to the completion date if a partial month.
- (d) If the Servicer offers a Mortgage Buy-Back, Servicer will offer to purchase the Loan in Default. If accepted by the Owner, Servicer will purchase the Loan in Default from the Owner at a value equal to the principal amount outstanding at the time of default.
 - (i) Servicer will provide a statement of adjustments, adjusted as of the completion date, which will calculate the total of the monthly payments in arrears under the Loan in Default to be credited to the Owners, pro-rated to the completion date if a partial month.

- (ii) Servicer shall prepare all documents required to effect the Buy-Back, including any title documents, releases, assignments or amending agreements and all parties covenant and agree to execute and deliver the documents and adjust all amounts as of a completion date to be the next business day following fifteen (15) days after the Owner's exercise of the Default Option.
- (e) If the Servicer offers Default Management, Servicer will handle the entire default management process and will pay for all costs associated with it, including legal fees and real estate sales commissions until the property is sold. Upon completion of the sale the Owner(s) will have the priority to receive principal amount and interest owing to them under the terms of the mortgage subject to the limit of the total available sales proceeds with no further liability to Servicer, but any excess funds (if any) after payout of principal and interest to Owner(s) will be for the account of Servicer as compensation for reimbursement of its costs. Servicer will provide a statement of adjustments, adjusted to the completion date of the Default Management process.
- (f) Once the Default Option is exercised no Servicing Fees or Reimbursable Expenses shall be payable by the Owners in respect of the Loan in default from the time that the Default first occurs.
- (g) Notwithstanding anything herein contained, if a Loan in Default is brought into good standing, redeemed or paid out prior to the scheduled completion of the Default Option or during the process of default management, the exercise of Default Option by the Owners shall be rendered null and void and this section shall not be applicable.

12. Notices

Any notice, demand, approval, consent, information, agreement, payment, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by registered mail. **The addresses for Notice are as follows:**

If intended for Servicer:

First Swiss Mortgage Corp.
911 - 7191 Yonge Street
Thornhill, Ontario
L3T 0C4

If intended for any Owner:

The address set out herein adjacent to each Owner's signature

Any Notice shall be deemed to have been validly and effectively given and received on the second business day next following the day it was posted.

13. General

(a) Gender and Number

Words importing the singular include the plural and vice versa. Words importing gender include all genders.

(b) Captions

The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.

(c) Obligations as Covenants

Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

(d) Applicable Law

Unless specifically not permitted by the laws of the jurisdiction where any property is situate, this Agreement shall be construed, interpreted, enforced and governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

(e) Currency

All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

(f) Invalidity

If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any party or circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

(g) Amendment of Agreement

No supplement, modification, waiver or termination (other than a termination pursuant to the terms of this Agreement) of this Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

(h) Calendar

For the purposes of this Agreement the terms "banking days" or "business days" shall mean any day of the week other than a Saturday, Sunday or civic or Statutory Holiday as may be applicable in the City of Toronto, Province of Ontario.

(i) Time

Time shall be of the essence of this Agreement. If anything herein is to be done on a day, which is not a business day, the same shall be done on the next succeeding business day. Unless otherwise provided hereto, all references to time shall mean Toronto, Ontario time.

(j) Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

(k) Entire Agreement

This Agreement and any instruments and other documents made as of the date hereof or contemplated herein to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto and supersedes and replaces all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. It is understood and agreed that there are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Agreement, whether expressed or implied, collateral or otherwise, except those set forth herein or the Schedules attached hereto.

(l) Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

(m) Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

(n) Assignment

No Owner may assign its rights and/or obligations hereunder and/or its interest herein in whole or in part (or agree to do so) without the prior written consent of Servicer, which consent may be withheld by Servicer in its sole and absolute discretion. The Owner shall provide Servicer with all information about any proposed assignee or assignment that Servicer requires.

(o) Expenses

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, financial advisors, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(p) Interpretation

The parties hereto acknowledge and agree that: (a) each party and its counsel have carefully reviewed the terms and provisions of this Agreement; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favour of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

(q) Third Party Beneficiaries

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any other person or entity, other than the parties hereto, and only the parties hereto shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Each party acknowledges and agrees that they are separate entities, each of which have entered into this Agreement for independent reasons and that the execution and performance of this Agreement, including but not limited to the agreements of the parties in this section, does not create a partnership or joint venture between the parties.

(r) Document Execution

This Agreement may be executed in several counterparts, each of which so executed is deemed to be an original, and such counterparts together constitute one and the same instrument. Execution of this Agreement or any document or notice hereunder by telefax, portable document format, tagged image format or other form of electronic signature constitutes valid, effective and binding execution of that document.

14. Schedules

Schedule "A" - Loans

In Witness Whereof the parties have executed this agreement:

Dated at Thornhill this 15th day of February, 2018

First Swiss Mortgage Corp.

Per: _____
Patrick Dookram – V.P. Trading & Portfolio Management
We have authority to bind the corporation

Per: _____
(name-title)
We have authority to bind the corporation

*Owner's
Full Name
(Please
Print):*

Signature:

_____ – Authorized Signing Officer

*Owner's
Full Name
(Please
Print):*

Signature:

Owner Mailing Address:

City: Toronto

Province: Ontario

Postal Code:

Work Phone:

Cell:

E-Mail:

Cheque payable to:

Instruction For Direct Deposit (please attach a void cheque)

Bank name

Account No.

Transit No.

Bank Address:

City:

Postal Code:

For internal use only

*Accepted by First Swiss Mortgage Corp
(Servicer)*

*Authorized Officer's Full Name (Please
Print):*

Signature:

Schedule A

(This Schedule is an integral part of this agreement)

1. Mortgage account number:	_____
Borrower(s) full names:	_____
Property address:	_____
Mortgage amount:	_____
Maturity date:	_____
Interest rate:	_____
2. Mortgage account number:	_____
Borrower(s) full names:	_____
Property address:	_____
Mortgage amount:	_____
Maturity date:	_____
Interest rate:	_____
3. Mortgage account number:	_____
Borrower(s) full names:	_____
Property address:	_____
Mortgage amount:	_____
Maturity date:	_____
Interest rate:	_____
4. Mortgage account number:	_____
Borrower(s) full names:	_____
Property address:	_____
Mortgage amount:	_____
Maturity date:	_____
Interest rate:	_____

Trust and Beneficial Owner Agreement (Mortgages)

This Agreement is made as of February 15, 2018

Between:

First Swiss Mortgage Corp. (the "Trustee")

- and -

[REDACTED] (the "Beneficial Owner")

Whereas:

- A. The Trustee will be the registered holder of a number of one or more mortgage loans as detailed on Schedule "A" annexed hereto (the "Mortgages").
- B. The Trustee and the Beneficial Owner have entered into an agreement whereby the Beneficial Owner has acquired, or has agreed to acquire, the Trustee's interest in the Mortgages or fund the proposed mortgages by Trustee as of the date or dates detailed on Schedule "A" as the acquisition or funding date.
- C. The Trustee has agreed to manage and administer the Mortgages on behalf of and for the benefit of the Beneficial Owner.
- D. The Beneficial Owner is the actual beneficial owner of the Mortgages from the time of acquisition or funding thereof and is entitled to all rights, privileges and advantages to be derived therefrom.


NOW THEREFORE for the sum of Two Dollars (\$2.00) and other good and valuable consideration, now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

- 1. The Trustee hereby declares that each of the Mortgages is held in trust by the Trustee as nominee and bare trustee for the sole use, benefit and advantage of the Beneficial Owner from the time of acquisition thereof by the Beneficial Owner.
- 2. The Trustee will, at the request and cost of the Beneficial Owner, transfer or assign each of the Mortgages to the Beneficial Owner at such time or times and in such manner, or otherwise deal with the Mortgages as the Beneficial Owner shall direct or appoint, and will at all times execute and do all such documents and things as may be necessary to procure the appropriate registrations or entries in the register of title to the real properties affected by the Mortgages to give effect to such transfer or assignment or if so required to protect the interest of the Beneficial Owner.
- 3. The Trustee and Beneficial Owner hereby declare that unless specifically agreed otherwise by the parties the principal balance and any income derived from the Mortgages received by the Trustee shall be held in trust for the Beneficial Owner and that all expenditures incurred in respect of the Mortgages shall be borne by the Beneficial Owner.
- 4. The Beneficial Owner hereby covenants with the Trustee to indemnify and hold harmless the Trustee, its successors, assigns, heirs and executors and will at all times keep the Trustee indemnified against all costs, damages, expenses, claims, proceedings and demands in respect of the Mortgages and any dealing therewith authorized by it.
- 5. The Trustee shall not be required to incur any expenditure in respect of any Mortgage except in so far as monies in respect thereof shall have been provided by the Beneficial Owner for that purpose by way of advanced funds or other arrangement.
- 6. The Beneficial Owner hereby ratifies, confirms and authorizes the acquisition, preparation or execution by the Trustee or any borrower or guarantor, of any and all documents or instruments which have heretofore or may hereafter be provided relating to any of the Mortgages including, without limitation, credit information, mortgage appraisals, approvals or commitments, collateral security for any of the Mortgages, identification or pre-authorized payment agreements, all of which are available to the Beneficial Owner for review.


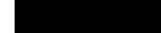
7. The Trustee and Beneficial Owner shall, from time to time, promptly take such action and execute and deliver such further documents as may be reasonably necessary or appropriate to give effect to the provisions and the intent of this Trust Agreement.
8. In this agreement words importing the singular include the plural and vice versa and words importing gender include all genders.
9. This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. No amendment of this agreement shall be binding unless in writing and signed by the parties.

The parties have executed this agreement as of the date first written above.

FIRST SWISS MORTGAGE CORP. (Trustee)

per: 
_____ We have authority to bind the corporation

per: _____
We have authority to bind the corporation

-Authorized Signing Officer



Witness

5. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

6. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

7. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

8. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Account No.	FSM20180209002
Statement Date	January 20, 2023
Statement Period	January 1, 2023
Portfolio Balance	\$191,382.60
Interest Paid in 2023	\$1,858.76

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 0102158KK 779 Colter Street, Newmarket, On L3X 2V4 13.99% Apr. 1, 2023	\$97,891.10	\$950.75	\$0.00	\$950.75
Mortgage # 110418VG 33-5957 152 Street, Surrey,B.C. V3S 3K4 13.99% June 1, 2023	\$38,496.50	\$373.89	\$0.00	\$373.89
Mortgage # 010917CS 15 Dexter Drive, Welland, ON L3C 4B3 13.99% November 1, 2023	\$21,998.00	\$213.65	\$0.00	\$213.65
Mortgage # 050917NL 4724 Tremblay Street, Val Therese, On P3P 1S5 13.99% Dec. 1, 2023	\$32,997.00	\$320.47	\$0.00	\$320.47
		GRAND TOTAL		\$1,858.76

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Account No.	FSM20180215001
Statement Date	January 20, 2023
Statement Period	January 1, 2023
Portfolio Balance	\$928,315.60
Interest Paid in 2023	\$9,015.71

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 250418ZA 5-1140 Eagle Ridge Drive, Coquitlam, B.C. V3E 1C2 13.99% June 1, 2023	\$90,191.80	\$875.97	\$0.00	\$875.97
Mortgage # 090518WP 185 Prospect Street, Newmarket, ON L3Y 3T7 13.99% July 1, 2023	\$142,987.00	\$1,388.73	\$0.00	\$1,388.73
Mortgage # 210618MM 5878 Chesterfield Ave., Duncan, B.C. V9L 3M7 13.99% Sept. 1, 2023	\$87,992.00	\$854.61	\$0.00	\$854.61
Mortgage # 131218AS 32156 Astoria Crescent, Abbotsford, B.C. V2T 4P5 13.99% Feb. 1, 2023	\$60,494.50	\$587.54	\$0.00	\$587.54
Mortgage # 260219JL 222-376 Highway 7 E., Richmond Hill, ON L4B 0C7 13.99% Apr. 1, 2023	\$54,995.00	\$534.12	\$0.00	\$534.12
Mortgage # 030619MM 1 South Park Drive, Orangeville, ON L9W 1R7 13.99% Aug. 1, 2023	\$83,592.40	\$811.87	\$0.00	\$811.87
Mortgage # 060619KW 35 Timber Ridge Court, Sudbury, ON P3E 6K1 13.99% Aug. 1, 2023	\$54,995.00	\$534.12	\$0.00	\$534.12
Mortgage # 220720AT 65 Bridgenorth Cres., Etobicoke, ON M9V 2M5 13.99% Sept. 1, 2023	\$39,596.40	\$384.57	\$0.00	\$384.57
Mortgage # 260719AN 345 Royal West Drive, Brampton, ON L6X 5J6 13.99% Sept. 1, 2023	\$98,991.00	\$961.43	\$0.00	\$961.43
Mortgage # 200522SM 2943 Gulfstream Way, Mississauga, ON L5N 6J9 13.99% July 1, 2023	\$164,985.00	\$1,602.38	\$0.00	\$1,602.38
Mortgage # 160822SC 2-9486 Woodbine Street, Chilliwack, B.C. V2P 5S4 13.99% Oct. 1, 2023	\$49,495.50	\$480.37	\$0.00	\$480.37
		GRAND TOTAL		\$9,015.71

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956

This is Exhibit "J"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



Financial Services Regulatory
Authority of Ontario



Complaint Form

Instructions

To help with our review, please complete and sign the form and send us the following information:

- A copy of your complaint that was sent to the person/entity who you have a concern with
- Final response that the person/entity provided to resolve your complaint
- All documents that support your complaint (e.g., contracts, policy documents, emails, letters sent to or received from the person/entity etc.). You may attach the documents separately, if necessary.

Please note that we cannot review your complaint unless you have received a final response from the person/entity who your complaint is about. E.g., if you have a complaint about your Mortgage Agent, please make sure the Principal Broker has responded to you in writing. If you have a complaint with an Insurance Agent or an Insurance Company, please make sure their Ombudsman's Office has responded to you in writing. If your complaint is about a Credit Union, please make sure the officer or employee designated by the Credit Union to resolve your complaint has responded to your complaint in writing.

Please send this form and any documents that support your complaint to the attention of the "Complaints and Risk Assessment Branch" by email to contactcentre@fsrao.ca, by fax to 416 590-8480, or by regular mail to: 25 Sheppard Avenue West, Suite 100, Toronto, ON, M2N 6S6.

Contact Information

Last Name

Initials

First Name

Street Address

Unit Number

Street Number

Street Name

City

Province

Postal Code

Telephone Number

Fax Number (if available)

E-mail Address

Preferred method of contact

- Phone Email Letter

Who is your complaint with? (select all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Credit Union/Caisse Populaire | <input type="checkbox"/> Mortgage Administrator |
| <input type="checkbox"/> Health Service Provider
(Health and rehabilitation clinics providing services to auto insurance accident benefit claimants) | <input type="checkbox"/> Mortgage Agent/Broker |
| <input type="checkbox"/> Insurance Agent/Adjuster | <input checked="" type="checkbox"/> Mortgage Brokerage |
| <input type="checkbox"/> Insurance Company | <input type="checkbox"/> Mortgage Lender |
| | <input type="checkbox"/> Financial Planner/Financial Advisor |
| | <input type="checkbox"/> Other, Specify: _____ |

What is your complaint about? (select all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Accident and Sickness Insurance | <input type="checkbox"/> Individual using the Financial Planner or Financial Advisor title without an approved credential |
| <input type="checkbox"/> Automobile Insurance | <input type="checkbox"/> Insurance Investments |
| <input type="checkbox"/> Billing for goods or services related to automobile accident benefits | <input type="checkbox"/> Property Insurance |
| <input type="checkbox"/> Disability Insurance | <input checked="" type="checkbox"/> Mortgage |
| <input type="checkbox"/> Unapproved Credentialing body / Unapproved Credential | <input type="checkbox"/> Life Insurance |
| <input type="checkbox"/> Credentialing Body | <input type="checkbox"/> Other, Specify: _____ |

The complaint is against the following person/entity

Individual Name (if applicable) Reza Nezami-Nia	Claim/Policy/Licence/Reference No. M08003821
Entity Name (if applicable) First Swiss Mortgage Corp. operating as First Swiss Asset Management Licence	

Street Address

Unit Number 911	Street Number 7191	Street Name Yonge St	
City Thornhill		Province	Postal Code
Telephone Number	ext.	Fax Number	E-mail Address

Complaint Details

The date when you first became aware of the matter giving rise to your complaint (yyyy/mm/dd) [2023/03/03](#)

Briefly describe your complaint. Include facts and documents that are relevant to your complaint. You may attach the documents separately, if necessary.

[This is a fraudulent business. They have abandoned their offices at 7191 Yonge St Suite 911 Thornhill Ontario with no forwarding address as well as their purported offices at 5775 Yonge St. The mortgages that they are claiming to be administering on our behalf have virtually all been discharged and NONE of the funds returned to us. They have continued to make monthly payments on these mortgages, sending out monthly statement, pretending they are still in place, until February, when the payments stopped, which alerted us. Our lawyers have all the documentation to demonstrate that these \(and other\) mortgages have been discharged, in some cases may years ago and NONE of the funds paid back to us. We don't know how many victims there are, our losses are at least \\$1.8 million. I've attached a typical "statement" for one of our companies. Most of these mortgages have been discharged, some 6 years ago!](#)

Please provide the name and details of the person who you attempted to resolve your complaint with:

Name of Contact	Email Address	Telephone Number
-----------------	---------------	------------------

Summary of steps you have taken to resolve your complaint to date.

[Met with our lawyers, determine that virtually all of the mortgages have been discharged without paying us out. The Broker has gone silent.](#)

Final Position/Response

- I have attached the final response letter that the person/entity provided to me
- I have **not** attached the final response letter

If you have **not** attached the final response letter, explain why. Please note that the review of your complaint may be delayed if you do not provide documents to support your complaint.

Dear Clients,

This notice is to advise you of the following:

First Swiss Mortgage Corp currently experiencing operational and financial challenges that has limited its activities and liquidity. This event mainly was caused by substantial decrease of business volume and significant number and amount of payout requests. Currently all payments and transactions are halted until further notice in order to sustain the platform.

Due to staff absences and shortage along with potential restructuring process we are unable to respond to your emails or calls promptly but we will respond when possible.

Please use the email address of this notice for your communications in order for them to be received.

We are continuing to work on this matter and will advise you when any update is available.

Regards,
First Swiss Mortgage Corp
Admin Team
adminfsm@firstswissgroup.com

Legal Action

Have you commenced legal action?

- Yes No

If yes, please explain

Am waiting to hear back from York Regional Police.

Notification and Consent

Your personal information is being collected by the Financial Services Regulatory Authority of Ontario (“FSRA”) under the authority of the *Financial Services Regulatory Authority of Ontario Act*¹, as part of FSRA’s role in regulating the financial services sectors and protecting the rights and interests of consumers. FSRA requires the personal information you have provided in this form to investigate your complaint.

FSRA may need to disclose your personal information to third parties as part of its review or ensuing investigation, if required. By signing below, you consent to FSRA’s disclosure of the information contained on this form, and any additional information about your complaint to the following parties:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

If FSRA is required to share your personal information with a person or entity not listed above to resolve your complaint, you will be contacted to provide further consent.

If you have any questions about FSRA’s collection and disclosure of your personal information, please contact:

Financial Services Regulatory Authority of Ontario
 25 Sheppard Avenue West, Suite 100
 Toronto, ON M2N 6S6
 Telephone: (416) 250-7250
 Toll Free: 1-800-668-0128
 Fax: (416) 590-8480
 TTY: 1-800-387-0584
 Email: contactcentre@fsrao.ca

I hereby consent to FSRA’s collection, use and disclosure of the information I have submitted in my complaint, including my personal information to:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

I do not consent to the collection, use and disclosure of the information I have submitted in my complaint.

Name (please print)

[Redacted Name]

Date (yyyy/mm/dd)

2023/03/08

¹*Financial Services Regulatory Authority of Ontario Act, 2016, S.O. 2016, c 37, s 3(3).*

This is Exhibit "K"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1007074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



Financial Services Regulatory
Authority of Ontario



Complaint Form

Instructions

To help with our review, please complete and sign the form and send us the following information:

- A copy of your complaint that was sent to the person/entity who you have a concern with
- Final response that the person/entity provided to resolve your complaint
- All documents that support your complaint (e.g., contracts, policy documents, emails, letters sent to or received from the person/entity etc.). You may attach the documents separately, if necessary.

Please note that we cannot review your complaint unless you have received a final response from the person/entity who your complaint is about. E.g., if you have a complaint about your Mortgage Agent, please make sure the Principal Broker has responded to you in writing. If you have a complaint with an Insurance Agent or an Insurance Company, please make sure their Ombudsman's Office has responded to you in writing. If your complaint is about a Credit Union, please make sure the officer or employee designated by the Credit Union to resolve your complaint has responded to your complaint in writing.

Please send this form and any documents that support your complaint to the attention of the "Complaints and Risk Assessment Branch" by email to contactcentre@fsrao.ca, by fax to 416 590-8480, or by regular mail to: 25 Sheppard Avenue West, Suite 100, Toronto, ON, M2N 6S6.

Contact Information

Last Name

Initials

First Name

Street Address

Unit Number

Street Number

Street Name

City

Province

Postal Code

Telephone Number

Fax Number (if available)

E-mail Address

Preferred method of contact

- Phone Email Letter

Who is your complaint with? (select all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Credit Union/Caisse Populaire | <input checked="" type="checkbox"/> Mortgage Administrator |
| <input type="checkbox"/> Health Service Provider
(Health and rehabilitation clinics providing services to auto insurance accident benefit claimants) | <input checked="" type="checkbox"/> Mortgage Agent/Broker |
| <input type="checkbox"/> Insurance Agent/Adjuster | <input type="checkbox"/> Mortgage Brokerage |
| <input type="checkbox"/> Insurance Company | <input type="checkbox"/> Mortgage Lender |
| | <input type="checkbox"/> Financial Planner/Financial Advisor |
| | <input type="checkbox"/> Other, Specify: _____ |

What is your complaint about? (select all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Accident and Sickness Insurance | <input type="checkbox"/> Individual using the Financial Planner or Financial Advisor title without an approved credential |
| <input type="checkbox"/> Automobile Insurance | <input type="checkbox"/> Insurance Investments |
| <input type="checkbox"/> Billing for goods or services related to automobile accident benefits | <input type="checkbox"/> Property Insurance |
| <input type="checkbox"/> Disability Insurance | <input type="checkbox"/> Mortgage |
| <input type="checkbox"/> Unapproved Credentialing body / Unapproved Credential | <input type="checkbox"/> Life Insurance |
| <input type="checkbox"/> Credentialing Body | <input checked="" type="checkbox"/> Other, Specify: <u>suspected fraud</u> |

The complaint is against the following person/entity

Individual Name (if applicable) Reza Nezami (Director of First Swiss Mortgage Corporation)	Claim/Policy/Licence/Reference No. Mtg Lic 10550/11956
Entity Name (if applicable) First Swiss Mortgage Corporation	

Street Address

Unit Number 525	Street Number 5775	Street Name Yonge Street	
City Toronto		Province Ontario	Postal Code M2M 4J1
Telephone Number 416-227-2000	ext.	Fax Number 416-227-2008	E-mail Address adminfsm@firstswissgroup.com

Complaint Details

The date when you first became aware of the matter giving rise to your complaint (yyyy/mm/dd) 2023/03/07

Briefly describe your complaint. Include facts and documents that are relevant to your complaint. You may attach the documents separately, if necessary.

In December 2022, First Swiss stopped paying monthly interest on our mortgages and claimed they were having banking issues. Since then, we have had difficulty getting a hold of anyone who works there. On Tuesday, March 7th, we received an email from First Swiss (attachment #2) indicating they are having operational challenges and staff shortages and a potential restructuring. We and other investors we have spoken with have tried to get in contact with First Swiss with no success. Our suspicion is that there has been fraudulent activity happening at First Swiss. We recently performed title searches and found that some of the mortgages have not been registered.

Given the lack of communication from First Swiss, we are unable to complete Steps 1 and 2 in the formal submission process as outlined on your website including a "Final Response Letter".

Please provide the name and details of the person who you attempted to resolve your complaint with:

Name of Contact Reza Nezami	Email Address reza.nezami@firstswissgroup.com	Telephone Number 416-569-9805
---------------------------------------	---	---

Summary of steps you have taken to resolve your complaint to date.

Over the past week or so, we called and emailed Reza Nezami multiple times. Yesterday was the first time we were able to get a hold of him at the number provided above. The call last about 3 minutes before he hung up. Any question we asked he responded with "our lawyers and insurers will be in touch with you." When we asked for the name of his legal counsel and simply said they will be in touch with us.

We spoke with Patrick Dookman (patrick.dookram@firstswissam.com; 416 276 8570) over the phone on Wednesday,

March 8th. Patrick worked at First Swiss for over 10 years until last Friday (per his comment). Patrick claims that he does not know what is happening at First Swiss and is unable to provide any details and suggested we get in contact with Reza. As far as we know, there are no other active employees at First Swiss.

Final Position/Response

- I have attached the final response letter that the person/entity provided to me
- I have **not** attached the final response letter

If you have **not** attached the final response letter, explain why. Please note that the review of your complaint may be delayed if you do not provide documents to support your complaint.

The two contacts at First Swiss that we've dealt with in the past (Reza and Patrick) have been unresponsive and unable to provide any direct answers to our queries. Given the sequence of events that have unfolded over the past week and the lack of communication from Reza and Patrick, we believe that the best course of action is to immediately submit a formal complaint and bypass the Response Letter and to have an investigator review our case as soon as possible.

Legal Action

Have you commenced legal action?

- Yes No

If yes, please explain

On Wednesday, March 8th we engaged Steven Graff of Aird & Berlis LLP and we are currently assembling documentation for him. His contact information can be found below:

T 416.865.7726
M 416.894.5090
F 416.863.1515
E sgraff@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

Notification and Consent

Your personal information is being collected by the Financial Services Regulatory Authority of Ontario (“FSRA”) under the authority of the *Financial Services Regulatory Authority of Ontario Act*¹, as part of FSRA’s role in regulating the financial services sectors and protecting the rights and interests of consumers. FSRA requires the personal information you have provided in this form to investigate your complaint.

FSRA may need to disclose your personal information to third parties as part of its review or ensuing investigation, if required. By signing below, you consent to FSRA’s disclosure of the information contained on this form, and any additional information about your complaint to the following parties:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

If FSRA is required to share your personal information with a person or entity not listed above to resolve your complaint, you will be contacted to provide further consent.

If you have any questions about FSRA’s collection and disclosure of your personal information, please contact:

Financial Services Regulatory Authority of Ontario

25 Sheppard Avenue West, Suite 100

Toronto, ON M2N 6S6

Telephone: (416) 250-7250

Toll Free: 1-800-668-0128

Fax: (416) 590-8480

TTY: 1-800-387-0584

Email: contactcentre@fsrao.ca

I hereby consent to FSRA’s collection, use and disclosure of the information I have submitted in my complaint, including my personal information to:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

I do not consent to the collection, use and disclosure of the information I have submitted in my complaint.

Name (please print)

[REDACTED]

Date (yyyy/mm/dd)

2023/03/09

¹*Financial Services Regulatory Authority of Ontario Act, 2016*, S.O. 2016, c 37, s 3(3).

From: [REDACTED]
Sent: March 9, 2023 12:25 PM
To: [REDACTED]
Subject: FW: Notice to Clients

From: adminfsm adminfsm <adminfsm@firstswissgroup.com>
Sent: Tuesday, March 7, 2023 12:01:10 AM
Subject: [EXTERNAL] Notice to Clients

CAUTION: This email originated from outside of the organization. Be careful with the links and attachments, especially those that require you to sign in.

Dear Clients,

This notice is to advise you of the following:

First Swiss Mortgage Corp currently experiencing operational and financial challenges that has limited its activities and liquidity. This event mainly was caused by substantial decrease of business volume and significant number and amount of payout requests. Currently all payments and transactions are halted until further notice in order to sustain the platform.

Due to staff absences and shortage along with potential restructuring process we are unable to respond to your emails or calls promptly but we will respond when possible.

Please use the email address of this notice for your communications in order for them to be received.

We are continuing to work on this matter and will advise you when any update is available.

Regards,
First Swiss Mortgage Corp
Admin Team
adminfsm@firstswissgroup.com

Trust and Beneficial Owner Agreement (Mortgages)

This Agreement is made as of JUNE 26, 2013

Between:

First Swiss Mortgage Corp. (the "Trustee")

- and -

[REDACTED] (the "Beneficial Owner")

Whereas:

- A. The Trustee will be the registered holder of a number of one or more mortgage loans as detailed on Schedule "A" annexed hereto (the "Mortgages").
- B. The Trustee and the Beneficial Owner have entered into an agreement whereby the Beneficial Owner has acquired, or has agreed to acquire, the Trustee's interest in the Mortgages or fund the proposed mortgages by Trustee as of the date or dates detailed on Schedule "A" as the acquisition or funding date.
- C. The Trustee has agreed to manage and administer the Mortgages on behalf of and for the benefit of the Beneficial Owner.
- D. The Beneficial Owner is the actual beneficial owner of the Mortgages from the time of acquisition or funding thereof and is entitled to all rights, privileges and advantages to be derived therefrom.

NOW THEREFORE for the sum of Two Dollars (\$2.00) and other good and valuable consideration, now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

- 1. The Trustee hereby declares that each of the Mortgages is held in trust by the Trustee as nominee and bare trustee for the sole use, benefit and advantage of the Beneficial Owner from the time of acquisition thereof by the Beneficial Owner.
- 2. The Trustee will, at the request and cost of the Beneficial Owner, transfer or assign each of the Mortgages to the Beneficial Owner at such time or times and in such manner, or otherwise deal with the Mortgages as the Beneficial Owner shall direct or appoint, and will at all times execute and do all such documents and things as may be necessary to procure the appropriate registrations or entries in the register of title to the real properties affected by the Mortgages to give effect to such transfer or assignment or if so required to protect the interest of the Beneficial Owner.
- 3. The Trustee and Beneficial Owner hereby declare that unless specifically agreed otherwise by the parties the principal balance and any income derived from the Mortgages received by the Trustee shall be held in trust for the Beneficial Owner and that all expenditures incurred in respect of the Mortgages shall be borne by the Beneficial Owner.
- 4. The Beneficial Owner hereby covenants with the Trustee to indemnify and hold harmless the Trustee, its successors, assigns, heirs and executors and will at all times keep the Trustee indemnified against all costs, damages, expenses, claims, proceedings and demands in respect of the Mortgages and any dealing therewith authorized by it.
- 5. The Trustee shall not be required to incur any expenditure in respect of any Mortgage except in so far as monies in respect thereof shall have been provided by the Beneficial Owner for that purpose by way of advanced funds or other arrangement.
- 6. The Beneficial Owner hereby ratifies, confirms and authorizes the acquisition, preparation or execution by the Trustee or any borrower or guarantor, of any and all documents or instruments which have heretofore or may hereafter be provided relating to any of the Mortgages including, without limitation, credit information, mortgage appraisals, approvals or commitments, collateral security for any of the Mortgages, identification or pre-


authorized payment agreements, all of which are available to the Beneficial Owner for review.

7. The Trustee and Beneficial Owner shall, from time to time, promptly take such action and execute and deliver such further documents as may be reasonably necessary or appropriate to give effect to the provisions and the intent of this Trust Agreement.
8. In this agreement words importing the singular include the plural and vice versa and words importing gender include all genders.
9. This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. No amendment of this agreement shall be binding unless in writing and signed by the parties.

The parties have executed this agreement as of the date first written above

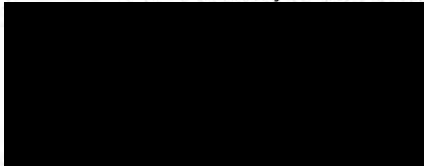
FIRST SWISS MORTGAGE CORP. (Trustee)

per:


We have authority to bind the corporation

per:

We have authority to bind the corporation



Witness

Schedule A. - (This Schedule is an integral part of this agreement)

Mortgages

1. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

2. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

3. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

4. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

5. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

6. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Account No.	FSM20130618001
Statement Date	January 20, 2023
Statement Period	January 1, 2023
Portfolio Balance	\$6,685,658.50
Interest Paid in 2023	\$76,465.87

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 537510 11219 Eds Line, Harwich, On N0P 1A0 13.99% Oct. 1, 2021	\$68,310.00	\$796.95	\$0.00	\$796.95
Mortgage # 544489 2603 Comet Court, Mississauga, On L5K 2S1 14.49% Dec. 1, 2019	\$37,396.60	\$436.29	\$0.00	\$436.29
Mortgage # 599337 45813 Lewis Avenue, Chilliwack, BC V2P 3C3 13.99% Sept. 1, 2017	\$71,493.50	\$834.09	\$0.00	\$834.09
Mortgage # 604347 890 Bradley Dyne Road, Victoria, BC V8L 5H1 12.99% Dec. 1, 2017	\$161,985.00	\$1,754.84	\$0.00	\$1,754.84
Mortgage # 603785 2227 Players Drive, Victoria, BC V9B 0L2 13.99% Dec. 1, 2017	\$197,982.00	\$2,309.79	\$0.00	\$2,309.79
Mortgage # 604010 54 Sweetwood Circle, Brampton, ON L7A 2X7 13.99% Dec. 1, 2018	\$43,996.00	\$513.29	\$0.00	\$513.29
Mortgage # 597919 1155 Mainland Street, Unit 305, Vancouver, BC V6B 5P2 13.99% Jan. 1, 2019	\$123,188.80	\$1,437.20	\$0.00	\$1,437.20
Mortgage # 605384 1201 Knight Trail, Milton, ON L9T 5R9 13.99% Jan. 1, 2018	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 170217TG 3075 Trethewey Street, Unit 42, Abbotsford, BC V2T 3R4 13.99% Apr. 1, 2018	\$92,391.60	\$1,077.90	\$0.00	\$1,077.90
Mortgage # 020817AD 4986 Uplands Drive, Kamloops, BC V2C 6M8 13.99% May 1, 2018	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 010517GW 2558 Parkview Lane, Unit 305, Port Coquitlam, BC V3C 6L8 13.99% July 1, 2018	\$73,693.30	\$859.76	\$0.00	\$859.76
Mortgage # 040517RT 10425 Young Road, Chilliwack, BC V2P 8C4 13.99% July 1, 2018	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 220617PE 8744 144 Street, Surrey, BC V3R 2K1 13.99% Sept. 1, 2019	\$71,493.50	\$834.09	\$0.00	\$834.09
Mortgage # 070917JL 32 Angela Cres., Niagara-on-the-Lake, ON L0S 1J1 13.99% Oct. 1, 2019	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57


Mortgage # 131117DG 7707 Darcel Avenue, Unit 25, Mississauga, ON L4T 3W9 13.99% Dec. 1, 2021	\$43,996.00	\$513.29	\$0.00	\$513.29
Mortgage # 201017TS 15 Royal Avenue, Unit 1602, New Westminister, B.C. V3L 0A9 13.99% Jan. 1, 2019	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 081117DD 176 Spadina Road, Brampton, ON L6X 4X6 13.99% Jan. 1, 2019	\$65,994.00	\$769.93	\$0.00	\$769.93
Mortgage # 051217SK 419 Amberley Crescent, Tecumseh, ON N8N 3L8 13.99% Feb. 1, 2019	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 301117IA 3080 Cantelon Crescent, Mississauga, ON L5N 3J8 13.99% Feb. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 131217DG 98 Sentinel Road, Toronto, ON M3J 1S9 13.99% Feb. 1, 2021	\$61,594.40	\$718.60	\$0.00	\$718.60
Mortgage # 110118YB 57 Brickyard Way, Unit 57, Brampton, ON L6V 4M3 13.99% Mar. 1, 2020	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 050218MF 1888 Faylee Crescent, Pickering, ON L1V 3B1 13.99% Mar. 1, 2019	\$106,690.30	\$1,244.72	\$0.00	\$1,244.72
Mortgage # 090218RA 10444 128 th Street, Surrey, B.C. V3T 5J1 13.99% Apr. 1, 2021	\$52,795.20	\$615.94	\$0.00	\$615.94
Mortgage # 090418SG 10769 Erskine Street, Maple Ridge, B.C. V2W 0E9 13.99% June 1, 2020	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 110618GA 1-7473 14 th Avenue, Burnaby, B.C. V3N 1Z8 13.99% August 1, 2021	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 110618MR 1223 Azinger Lane, Mississauga, ON L5E 0A7 13.99% September 1, 2019	\$94,591.40	\$1,103.57	\$0.00	\$1,103.57
Mortgage # 120818RS 205-2628 Maple Street, Port Coquitlam, B.C. V3C 0E2 13.99% Nov. 1, 2019	\$197,982.00	\$2,309.79	\$0.00	\$2,309.79
Mortgage # 261018IR 14498 101A Ave., Unit 111, Surrey, B.C. V3R 0T1 13.99% Jan. 1, 2021	\$137,487.50	\$1,604.02	\$0.00	\$1,604.02
Mortgage # 191118SN 11 Beaumont Drivet, Ajax, ON L1T 1R9 13.99% Jan. 1, 2020	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 171218JB 112 Glenwood Drive, Chatham, ON N7L 3X6 13.99% Feb. 1, 2020	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73

Mortgage # 080119MS 27 Courtleigh Square, Brampton, ON L6Z 1J2 13.99% Feb. 1, 2020	\$76,993.00	\$898.25	\$0.00	\$898.25
Mortgage # 040219HT 273 Millen Road, Stoney Creek, ON L8E 2H1 13.99% Mar. 1, 2021	\$236,478.50	\$2,758.92	\$0.00	\$2,758.92
Mortgage # 080319MC 8084 120A Street, Unit 309, Surrey, B.C. V3W 1V2 13.99% May 1, 2021	\$126,488.50	\$1,475.70	\$0.00	\$1,475.70
Mortgage # 050319MW 33 Neapolitan Drive, Toronto, ON M1P 4B2 13.99% May 1, 2020	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 230419LL 103 Mountainash Road, Brampton, ON L6R 1H7 13.99% June 1, 2020	\$60,494.50	\$705.77	\$0.00	\$705.77
Mortgage # 290519DJ 315 Duckworth Street, Barrie, ON L4M 2X5 13.99% July 1, 2020	\$67,093.90	\$782.76	\$0.00	\$782.76
Mortgage # 270619CC 26 Hopkins Crescent, Bradford, ON L3Z 0R6 13.99% Sept. 1, 2021	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73
Mortgage # 160719DG 8139 Bobcat Drive, Mission, B.C. V2V 6B2 13.99% Sept. 1, 2020	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 240719JC 123 Connaught Crescent, Bolton, ON L7E 2S4 13.99% Oct. 1, 2020	\$65,994.00	\$769.93	\$0.00	\$769.93
Mortgage # 270819KO 41 New Pines Trail, Brampton, ON L6Z 0G9 13.99% Oct. 1, 2020	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 240719AA 27 Forsey Lane, Bowmanville, ON L1C 0P8 13.99% Nov. 1, 2021	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 050919EP 2034-3033 Finch Ave. W., Toronto, ON M9M 0A3 13.99% Nov. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 260919MF 2499 Hayseed Close, North Vancouver, B.C. V7M 1N4 13.99% Dec. 1, 2020	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 211019MA 969 Cristina Court, Mississauga, ON L5J 4S1 13.99% Dec. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 081019JB 4312 Bellevue Drive, Vernon, B.C. V1T 9C1 13.99% Dec. 1, 2020	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73

Mortgage # 311019BF 244 Arthur Street, Oshawa, ON L1H 1N6 13.99% Feb. 1, 2021	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 250719RN 6160 Danube Road, Richmond, B.C. V7C 3H9 13.99% Feb. 1, 2021	\$131,988.00	\$1,539.86	\$0.00	\$1,539.86
Mortgage # 291119MT 11511 Turtle Bay Court, Lake Country, B.C. V4X 1X9 13.99% Feb. 1, 2021	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 200611AR 327 Dolman Street, Breslau, ON N0B 1M0 13.99% Aug. 1, 2021	\$60,495.00	\$705.78	\$0.00	\$705.78
Mortgage # 270820TJ 25 Chieftain Crescent, Barrie, ON L4N 4L4 13.99% Nov. 1, 2021	\$131,988.00	\$1,539.86	\$0.00	\$1,539.86
Mortgage # 040920JS 103-1990 E Kent Ave. S., Vancouver, B.C. V5P 4X5 13.99% Oct. 1, 2021	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 301020MB 61 Allegranza Avenue, Woodbridge, ON L4H 4S3 13.99% Dec. 1, 2021	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 090222AF 122 Topham Terrace, Ottawa, ON K4A 5C1 13.99% Mar. 1, 2023	\$114,439.50	\$1,335.13	\$0.00	\$1,335.13
Mortgage # 130422AI 203-189 National Avenue, Vancouver, B.C. V6A 4L8 13.99% May 1, 2023	\$175,984.00	\$2,053.15	\$0.00	\$2,053.15
Mortgage # 250822JL 2710 Truscott Drive, Mississauga, ON L5J 2B7 13.99% Oct. 1, 2023	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 170822SH 5946 148 Street, Surrey, B.C. V3S 3B8 13.99% Nov. 1, 2023	\$115,489.50	\$1,347.38	\$0.00	\$1,347.38
Mortgage # 230922HB 14 Spachman Street, Kitchener, ON N2R 0N5 13.99% Nov. 1, 2023	\$175,984.00	\$2,053.15	\$0.00	\$2,053.15
Mortgage # 131022AC 1410-270 Palmdale Drive, Toronto, ON MIT 3N8 13.99% Dec. 1, 2023	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 220822CP 28 Greybeaver Trail, Toronto, ON MIC 4N9 13.99% Dec. 1, 2023 (Interest Adjustment Amount)	\$109,990.00	\$506.26	\$0.00	\$506.26
Mortgage # 090922MZ 3006-59 Annie Craig Drive, Toronto, ON M8V 0C4 13.99% Dec. 1, 2023 (Interest Adjustment Amount)	\$87,992.00	\$405.00	\$0.00	\$405.00
			GRAND TOTAL	\$76,465.87

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956

This is Exhibit "L"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



Financial Services Regulatory
Authority of Ontario



Complaint Form

Instructions

To help with our review, please complete and sign the form and send us the following information:

- A copy of your complaint that was sent to the person/entity who you have a concern with
- Final response that the person/entity provided to resolve your complaint
- All documents that support your complaint (e.g., contracts, policy documents, emails, letters sent to or received from the person/entity etc.). You may attach the documents separately, if necessary.

Please note that we cannot review your complaint unless you have received a final response from the person/entity who your complaint is about. E.g., if you have a complaint about your Mortgage Agent, please make sure the Principal Broker has responded to you in writing. If you have a complaint with an Insurance Agent or an Insurance Company, please make sure their Ombudsman's Office has responded to you in writing. If your complaint is about a Credit Union, please make sure the officer or employee designated by the Credit Union to resolve your complaint has responded to your complaint in writing.

Please send this form and any documents that support your complaint to the attention of the "Complaints and Risk Assessment Branch" by email to contactcentre@fsrao.ca, by fax to 416 590-8480, or by regular mail to: 25 Sheppard Avenue West, Suite 100, Toronto, ON, M2N 6S6.

Contact Information

Last Name

[Redacted]

Initials

First Name

[Redacted]

Street Address

Unit Number

Street Number

Street Name

[Redacted]

[Redacted]

[Redacted]

City

[Redacted]

Province

[Redacted]

Postal Code

[Redacted]

Telephone Number

[Redacted]

Fax Number (if available)

[Redacted]

E-mail Address

[Redacted]

Preferred method of contact

Phone

Email

Letter

Who is your complaint with? (select all that apply)

Credit Union/Caisse Populaire

Mortgage Administrator

Health Service Provider
(Health and rehabilitation clinics providing services to auto insurance accident benefit claimants)

Mortgage Agent/Broker

Mortgage Brokerage

Insurance Agent/Adjuster

Mortgage Lender

Insurance Company

Financial Planner/Financial Advisor

Other, Specify: _____

What is your complaint about? (select all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Accident and Sickness Insurance | <input type="checkbox"/> Individual using the Financial Planner or Financial Advisor title without an approved credential |
| <input type="checkbox"/> Automobile Insurance | <input type="checkbox"/> Insurance Investments |
| <input type="checkbox"/> Billing for goods or services related to automobile accident benefits | <input type="checkbox"/> Property Insurance |
| <input type="checkbox"/> Disability Insurance | <input checked="" type="checkbox"/> Mortgage |
| <input type="checkbox"/> Unapproved Credentialing body / Unapproved Credential | <input type="checkbox"/> Life Insurance |
| <input type="checkbox"/> Credentialing Body | <input type="checkbox"/> Other, Specify: _____ |

The complaint is against the following person/entity

Individual Name (if applicable) REZA NEZAMI, CEO	Claim/Policy/Licence/Reference No. 10550 and 11956
--	--

Entity Name (if applicable) FIRST SWISS MORTGAGE CORP.
--

Street Address

Unit Number 200	Street Number 5700	Street Name YONGE STREET	
City TORONTO		Province Ontario	Postal Code M2M 4K2
Telephone Number 416-227-2000	ext.	Fax Number	E-mail Address

Complaint Details

The date when you first became aware of the matter giving rise to your complaint (yyyy/mm/dd) **2022/02/27**

Briefly describe your complaint. Include facts and documents that are relevant to your complaint. You may attach the documents separately, if necessary.

FAILURE TO REPAY MORTGAGES ON MATURITY AS REQUIRED AND AS REQUESTED
FAILURE TO PAY INTEREST AS REQUIRED IN FEBRUARY 2023
FRAUDULENT DISCHARGE OF MORTGAGES WITHOUT REPAYMENT

DETAILS PROVIDED IN SEPARATE DOCUMENT ATTACHED

Please provide the name and details of the person who you attempted to resolve your complaint with:

Name of Contact PATRICK DOOKRAM	Email Address patrick.dookram@firstswissam.com	Telephone Number 416-227-2000
---	--	---

Summary of steps you have taken to resolve your complaint to date.

DETAILS PROVIDED IN SEPARATE DOCUMENT ATTACHED
dozens of emails
phone calls with Reza, CEO
Text messages

Final Position/Response

- I have attached the final response letter that the person/entity provided to me
- I have **not** attached the final response letter

If you have **not** attached the final response letter, explain why. Please note that the review of your complaint may be delayed if you do not provide documents to support your complaint.

[There was not any adequate response - just a litany of deflecting, stalling, lying techniques and excuses.](#)

Legal Action

Have you commenced legal action?

- Yes No

If yes, please explain

Notification and Consent

Your personal information is being collected by the Financial Services Regulatory Authority of Ontario (“FSRA”) under the authority of the *Financial Services Regulatory Authority of Ontario Act*¹, as part of FSRA’s role in regulating the financial services sectors and protecting the rights and interests of consumers. FSRA requires the personal information you have provided in this form to investigate your complaint.

FSRA may need to disclose your personal information to third parties as part of its review or ensuing investigation, if required. By signing below, you consent to FSRA’s disclosure of the information contained on this form, and any additional information about your complaint to the following parties:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

If FSRA is required to share your personal information with a person or entity not listed above to resolve your complaint, you will be contacted to provide further consent.

If you have any questions about FSRA’s collection and disclosure of your personal information, please contact:

Financial Services Regulatory Authority of Ontario

25 Sheppard Avenue West, Suite 100

Toronto, ON M2N 6S6

Telephone: (416) 250-7250

Toll Free: 1-800-668-0128

Fax: (416) 590-8480

TTY: 1-800-387-0584

Email: contactcentre@fsrao.ca

I hereby consent to FSRA’s collection, use and disclosure of the information I have submitted in my complaint, including my personal information to:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

I do not consent to the collection, use and disclosure of the information I have submitted in my complaint.

Name (please print)

Date (yyyy/mm/dd)

2023/03/15

¹*Financial Services Regulatory Authority of Ontario Act, 2016, S.O. 2016, c 37, s 3(3).*

Additional Information Regarding Complaint against First Swiss Mortgage

My first interaction with First Swiss was in June 2012 when I invested in a mortgage of approximately \$100,000. I became aware of first Swiss as a result of a friend of mine working there. This friend was married to the owner Reza Nezami at the time, but subsequently divorced a few years later.

The principal person I have been dealing with since 2012 is Patrick Dookram whose title was V.P. Trading & Portfolio Management.

The structure of a proposed deal in the early days would be for First Swiss to send me details of a proposed deal and details of the proposed purchaser/borrower of the property, along with evidence of income and ability to support the transaction and information on loan to value via underwriting they had done based on the appraisal. In later years the extent of the documentation provided became less and less.

Over the course of ten years or so I had frequent interactions with First Swiss regarding the pay out of certain mortgages and the renewal of certain mortgages as well as new mortgages that I wanted to invest in. There were a number of mortgages I did not invest in that were proposed to me and certain others that I did say yes to also over the same time. I frequently asked for updates of the status of various mortgages from my own year-end audit, accounting and tax purposes which were provided.

Over the course of approximately 10 years my exposure to Swiss First increased to eleven different mortgages in varying amounts aggregating to about \$750,000. (Note certain mortgages were formally transferred to my family members and I advised First Swiss who indicated they had amended their records internally.

Over this ten year period interest payments were paid on a regular basis by way of direct deposits to my bank account. I can only recall one situation where interest payments were delayed which was apparently due to a administrative error and corrected relatively quickly thereafter.

In February 2022 I requested a meeting with Patrick to discuss the status of the various mortgages and ask for an update of the status of each of the mortgages which was provided to me by way of a fax attached to an e-mail. On February 27, 2022), realizing my exposure to first Swiss was in excess of what I felt comfortable with and due to other investment commitments I had made. I requested that first Swiss repay the proceeds of the mortgages I had to reduce the exposure by about \$500,000. This was in recognition of the fact that the vast majority of mortgages were only one year in duration and therefore within a 12 month period all the mortgages were up for renewal. My expectation was upon maturity they would be refinanced by someone else and I would get paid out.

Additional Information Regarding Complaint against First Swiss Mortgage

From March 2022 all the way to February 2023 I corresponded with first Swiss approximately a dozen times asking for a repayment of the existing mortgages by e-mail. A litany of reasons/excuses were provided as to why it hadn't happened ranging from "I have been away" "We're working on it" "It will be done shortly" the holidays delayed things" or it is in process" or "it will be done shortly," "just a couple of weeks"

Over that time frame one mortgage amounting to about \$49,000 was paid out.

On January 13th after expressing a great deal of frustration about the lack of progress on my request from February of 2022 I was advised by Patrick that that he had escalated my request and I needed to talk to Reza, the CEO/Owner.

Reza called me and left a message on my voicemail indicating that that things were in progress and that he would get back to me soon. I called him back several times and got no answer and finally I texted him.

The following is a transcription of my text messages with Reza from January 18 to the most recent date.

Wednesday, Jan 18 · 2:04 PM

Texting with Reza (SMS/MMS)

Reza I'm trying you again for the fourth time since you left me a message last week and would appreciate a call back at this number thank you. [Client]

Hi [Client] I didn't receive any messages , I just received an email now from office saying you were trying to reach me , I can call you shortly

I will be tied up at 2:30

Voicemail 1 New 0 Urgent

Tuesday, Jan 31 · 12:07 AM

Reza on Wednesday it will be two weeks since we spoke. Can you please tell me when I can expect additional funds payout ? Thanks.

Tuesday, Jan 31 · 10:01 AM

They are actively working on it, several interested parties are arranging their liquidity and cash to take over your portfolio. I can not give you exact date but it is being actively pursued. Thank you

Tuesday, Jan 31 · 1:35 PM

Thanks 😊

If you can't do it all at once one at a time over a short period of time is okay. Just conscious of the daily interest cost of having drawn on my line of credit while I wait for even some funds.

I understand , we are going to explore all possibilities, will keep posted and should have some happening soon

Tuesday, Jan 31 · 2:54 PM

Okay 👍

Wednesday, Feb 8 · 2:42 PM

Additional Information Regarding Complaint against First Swiss Mortgage

doing my weekly check in as it has been a week since our last correspondence to see if there has been any progress?

Hi I am away till Monday and not up to date on it, I will update you by Tuesday, majority of smaller investors are crunched in their liquidity because of rate, real estate , ... the larger investors want to do larger amount and are savvy, we are making it work but don't want to show urgency. I will update you Thank you

Thursday, Feb 16 · 8:36 AM

Reza i did not hear from you on Tuesday as promised. I have another large capital call to make next week. do i need to arrange financing for that as well? Are there any funds that are imminent ?

Hi, there is a small portion around 70-80k that someone will take (within a week or so) there is another individual for about 250k and he is working in his liquidity and it may take 2-3 weeks before he can finalize it.

okay then i will make short term alterative arrangements with an expectation of repaying it in the next 2-3 weeks when i get funds from you

Friday, Feb 24 · 12:12 PM

Reza just checking in as another week has passed. Are you getting close to having funds transferred?

Monday, Feb 27 · 8:38 AM

I am away for few days , I will check with them at office

Tuesday, Mar 7 · 4:08 PM

Left a voicemail please call me back.

Wednesday, Mar 8 · 9:13 AM

Just got the email. Really disappointed.

Mar 8, 9:13 AM·SMS

On March 5th I sent a message to Patrick indicating that I hadn't seen the interest payments for February hit the accounts yet.

I followed up because I had not heard from Patrick by calling First Swiss directly.


Patrick's number went to somebody else's voicemail box.

On March 8th I saw the letter from First Swiss indicating their supposed financial and operational difficulties.

After receiving this I contacted corporate counsel. I provided him with a list of mortgages that I has funded. He did a search of each of these (10 in Ontario and one in BC) and generally found none of the mortgages were registered in the name of First Swiss. They had been either repaid or financed with another party, some as much as 12-24 months earlier.

To date I am owed principal of more than \$700,000 plus accrued interest.

This is Exhibit "M"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M

File #50854: [REDACTED] vs First Swiss Mortgage Corp.

workbasket cets file search my cets files file home file This Site: File #50854: [REDACTED] [REDACTED]

File #50854: [REDACTED] vs First Swiss Mortgage Corp. > File Activity > Case Notes (Dmitrii Mazur)

File Activity: Case Notes (Dmitrii Mazur)

Alert Me Version History

File Type Stream	Complaint
Process	File Review or Update
Activity	File Review/Update
Description	Case Notes (Dmitrii Mazur)
Activity Priority	(2) Normal
Start Date	3/14/2023
Due Date	
End Date	
Activity Status	In Progress
Assigned/Referred to Area	Market Conduct Compliance Unit
Assigned/Referred to Staff	Dmitrii Mazur
Assigned/Referred Date	3/15/2023

FYI

Activity Notes

March 14, 2023

CO took over the review of this file.

CO requested Teranet lending activities information on First Swiss and received certain files, showing the distribution of mortgages per region and average amount of mortgages First Swiss deal it. Pls refer to docs 3-8, 11 on CETS.

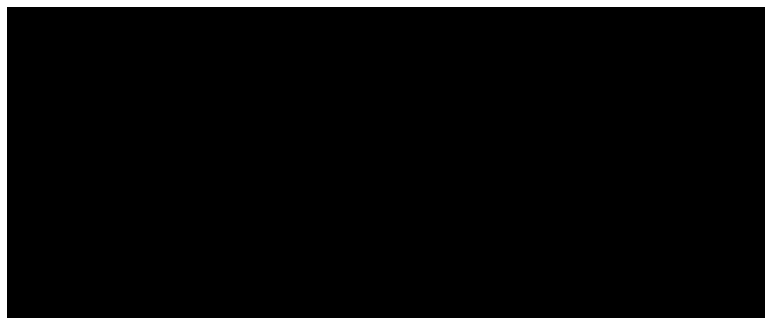


March 15, 2023

CO attempted to contact First Swiss at 948am and 950am at the following phone numbers:

1. 416-227-2000 - general line - no response, certain entries are invalid.
2. 416-227-2000 ext 3113 - not valid. Unable to reach
3. 416-227-2000 ext 3054 - not valid. Unable to reach

- 4. 416-227-2000 ext 1013 - VM only. System invited to leave a VM.
- 5. 416-838-9262 - belongs to Yana Papanyan, underwriter at First Swiss - System invited to leave a VM that would be transcribed later for the receiver.




Form Template

Form

Content Type: File Review or Update
Version: 3.0
Created at 3/15/2023 11:53 AM by Dmitrii Mazur
Last modified at 3/15/2023 11:57 AM by Dmitrii Mazur

This is Exhibit "N"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M

From: [Dmitrii Mazur](#)
To: admin@firstswissgroup.com; eugene.trounev@firstswissgroup.com; yana.papanyan@firstswissgroup.com; reza.nezami@firstswissgroup.com; patrick.dookram@firstswissgroup.com
Bcc: cets2-file50857@spprod.int; cets2-file50854@spprod.int; cets2-file50866@spprod.int
Subject: URGENT - Files 50857, 50854, 50857 - First Swiss Mortgage Corp. - email to First Swiss of March 15, 2023 - URGENT
Date: Wednesday, March 15, 2023 11:36:00 AM
Importance: High

Good morning,

I am Compliance Officer at FSRA, mortgage brokering regulator.

My office attempted to contact First Swiss Mortgage Corp. o/a First Swiss Asset Management ("First Swiss") earlier today over the phone to discuss several complaints that mortgage investors submitted to FSRA against First Swiss, alleging that First Swiss stopped making payments on the investors' respective investments made in the mortgages lent by First Swiss to the borrowers. We understand that First Swiss also acts/acted as a mortgage administrator on those mortgages.

FSRA was unable to reach your office at your general 416-227-2000 line and at the following extensions we have on our licensing records: 3113, 3054, 1013.

FSRA also attempted to contact your office at 416-838-9262 – we understand this number belongs to Ms. Yana Papanyan (underwriter at First Swiss).


Pursuant to sections 29 and 30 of MBLAA, 2006, please accept this email as a follow up and action it **today** by contacting the individual below.

Regards,

Dmitrii Mazur
Compliance Officer
Market Conduct
Financial Services Regulatory Authority (FSRA)
Phone #1: 416-590-7002
Phone #2: 437-774-4663
Email: dmitrii.mazur@fsrao.ca
www.fsrao.ca

If you have received this message in error, please notify me immediately and delete this e-mail and any attachments without copying, distributing or disclosing their contents.

This is Exhibit "O"
to the Affidavit of Cameron Clark affirmed
before me this 15th day of March 2023

DocuSigned by:

AC5DFB1607074C0...

Michael Scott
Commissioner for Taking Affidavits
LSO number 72381M



Administrative Office
1220 Eglinton Avenue, West
Toronto, ON M6C 2E3
t. 905 766 1300
f. 905 361 0488
www.shedthedebt.ca

Court / Estate No.: 31-2921746

**IN THE MATTER OF THE BANKRUPTCY OF
FIRST SWISS MORTGAGE CORP.
OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

NOTICE TO CREDITORS/STAKEHOLDERS

Please be advised that **FIRST SWISS MORTGAGE CORP.** (“**Debtor**” or the “**Bankrupt**” or “**FSM**”) made an assignment in bankruptcy on the **15th day of March 2023** and **Goldhar & Associates Ltd** has been appointed by the office of Superintendent of Bankruptcy as the trustee of the estate of the bankrupt subject to affirmation by the creditors in the first meeting of creditors.

Please take note that the first meeting of creditors for the estate is scheduled for April 4, 2023 at 2.00 PM, at the Trustee’s office and through Zoom using link :

<https://us06web.zoom.us/j/81139047561?pwd=bnJUVVQxbFhd1ZYmJObTdEc0hNUT09>

Meeting ID: 811 3904 7561; Passcode: 777674

Please find enclosed herewith:

- i. Notice of Bankruptcy and First Meeting of Creditors,
- ii. Certificate of Appointment
- iii. Debtor’s sworn Statement of Affairs as provided to the trustee by the bankrupt/officer of the bankrupt corporation.
- iv. Proof of claim form and a checklist to assist in completing the proof of claim form
- v. Proxy Form

Some creditors/investors have been listed at \$1 for notice purpose, as the exact amount owing was not available with the officer of bankrupt corporation.

Filing your proof of claim is sufficient notice to us of any disagreement you may have with respect to the amount reported as due to you in the initial documents of statement of affairs. The completed claim can be delivered to the Trustee’s office by mail, courier, facsimile, electronic mail, or in person.

The financial information is as provided by the bankrupt and is neither reviewed nor audited by the Trustee and the Trustee is not expressing an opinion with respect to the validity, accuracy or the reliability of the information contained herein. Any creditor/stakeholder relying on the information contained herein should do so at their sole discretion.

Creditors are encouraged to attend the creditors meeting. Creditors can also appoint a person to represent them at the creditors’ meeting by submitting a properly completed proxy form (enclosed) with the proof of claim form. All corporations must name a proxy.

Dated at the City of Mississauga in the Province of Ontario, this 15th day of March 2023

Goldhar & Associates Ltd – Licensed Insolvency Trustee
Trustee of the estate of First Swiss Mortgage Corp., a bankrupt
And not in personal or corporate capacity

Richard Goldhar

Per: Richard Goldhar, CIRP, LIT

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2921746
Estate No. 31-2921746

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

Original Amended

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario

Take notice that:

1. FIRST SWISS MORTGAGE CORP. filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against FIRST SWISS MORTGAGE CORP.) on the 15th day of March 2023 and the undersigned, Goldhar & Associates Ltd., was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 4th day of April 2023 at 2:00 PM at Or Via Zoom, 1220 Eglinton Avenue West, Toronto, ON or <https://us06web.zoom.us/j/81139047561?pwd=bnJUVVQxbIFhd1ZYmJObTdEc0hNUT09>, Meeting Id : 811 3904 7561, Passcode : 777674.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at the City of Toronto in the Province of Ontario, this 15th day of March 2023.

Goldhar & Associates Ltd. - Licensed Insolvency Trustee

1220 Eglinton Avenue West
Toronto ON M6C 2E5
Phone: (855) 541-5114 Fax: (905) 361-0488



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-2921746
Estate No.: 31-2921746

In the Matter of the Bankruptcy of:

FIRST SWISS MORTGAGE CORP.

Debtor

GOLDHAR & ASSOCIATES LTD

Licensed Insolvency Trustee

Ordinary Administration

Date and time of bankruptcy:	March 15, 2023, 11:31	Security:	\$0.00
Date of trustee appointment:	March 15, 2023		
Meeting of creditors:	April 04, 2023, 14:00 via zoom 81139047561 Code# 777674 Toronto, Ontario Canada,		
Chair:	Official Receiver		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: March 15, 2023, 11:39

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902



District of:
 Division No. -
 Court No.
 Estate No.

Original Amended

- Form 78 -
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario

To the bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 15th day of March 2023. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
263,275.82	0.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
0.00	1.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
263,275.82	Good
2. Secured creditors as per list "B"	1.00
0.00	Doubtful
3. Preferred creditors as per list "C"	2,348,387.00
4,001.00	Bad
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
470,000.00	Estimated to produce
Total liabilities	1.00
737,276.82	4. Bills of exchange, promissory note, etc., as per list "F" ...
Surplus	0.00
NIL	5. Deposits in financial institutions
	1.00
	6. Cash
	0.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	0.00
	9. Real property or immovable as per list "G"
	1.00
	10. Furniture
	0.00
	11. RRSPs, RRIFs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	25,000.00
	13. Interests under wills
	0.00
	14. Vehicles
	0.00
	15. Other property, as per list "H"
	1.00
	If bankrupt is a corporation, add:
	Amount of subscribed capital
	310,100.00
	Amount paid on capital
	310,100.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	25,005.00
	Deficiency
	712,271.82

I, Reza Nezami-Nia, of the City of Vaughan in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 15th day of March 2023 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Toronto in the Province of Ontario, on this 15th day of March 2023.


 Richard G Goldhar, Commissioner of Oaths
 For the Province of Ontario
 Goldhar & Associates Ltd.
 Expires August 25, 2025


 Reza Nezami-Nia

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario

List "A"
 Unsecured Creditors

FIRST SWISS MORTGAGE CORP.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	6807771 Canada Corp. Landlord	5700 Yonge Street Woodbridge ON M2M 4K2	1.00	0.00	1.00
2	6807771 Canada Corp. Shareholder Loan	5700 Yonge Street Woodbridge ON M2M 4K2	182,000.00	0.00	182,000.00
3	Alexander Dobrynin	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
4	Alexis Bernard	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
5	Ana Akalski	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
6	Anna Tsirakidis	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
7	Applied Business Software Inc. 13425	2847 Gundry Ave. Long Beach CA 90755 USA	273.24	0.00	273.24
8	Bell Mobility c/o FCT Default Solutions 416 227 2000 (433)	PO Box 2514, Stn B London ON N6A 4G9	129.89	0.00	129.89
9	Bjkan	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
10	Bob Angle	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
11	Carl Daley	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
12	Carmen Griscil	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
13	Cedric Daley	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
14	Chris Pironkov	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
15	Cindy Smith	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
16	Coffee Electric	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
17	Constant Contact	Reservoir Place, 1601 Trapelo Road Waltham MA 02451 US	2,288.25	0.00	2,288.25
18	Corey Ward	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
19	CRA - Tax - Ontario 850525676 RC0001/RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1.00	0.00	1.00
20	Dan Baum	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
21	Dan Horchik	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00

15-Mar-2023

Date


 Reza Nozami-Nia

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario
 List "A"
 Unsecured Creditors
FIRST SWISS MORTGAGE CORP.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	Dave Van Segbrook	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
23	Denis Levasseur	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
24	Denise Lachanceward	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
25	Diana Kondratiev	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
26	Digital Business Systems Inc. 864973854	310-2800 fourteenth Ave Markham ON L3R 0E4	141.40	0.00	141.40
27	Donghui Li	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
28	Dongning Li	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
29	Dora-Lynn Davies	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
30	Dortan	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
31	Doug Macey	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
32	Elias Toby	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
33	Eros Nikoili	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
34	fernewinck	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
35	Financial Services Regulatory Authority of Ontario Attn: Cheryl Allison	100-25 Sheppard Ave W North York ON M2N 6S6	1.00	0.00	1.00
36	Gail Gilbert	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
37	Google Inc.	1600 Amphitheatre Pkwy Mountain View CA 94043 USA	1.00	0.00	1.00
38	Grace Liang	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
39	HostIPapa Inc.	115 George St., Suite 511 Oakville ON L6J 0A2	1.00	0.00	1.00
40	Indre paskauskas	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
41	Iron Mountain 49302	195 Summerlea Road Brampton ON L6T 4P6	224.92	0.00	224.92
42	Ivan Kotev	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
43	Jaclyn Toby	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00

15-Mar-2023

Date


 Reza Nezami-Nia

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
 FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario

List "A"
 Unsecured Creditors

FIRST SWISS MORTGAGE CORP.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
44	Jane McDonald	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
45	Jared Green	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
46	Jeff Shatford	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
47	Jennifer Nikolli (Courteaux)	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
48	Jerry Kafleh	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
49	Joe Bartella	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
50	Joey Cee	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
51	Jonathan Chin	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
52	Kamal	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
53	Karl Fetter Attn: kari3825@gmail.com	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
54	Karolina Pironkov	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
55	Kerry Mail	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
56	Kienan T.U.	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
57	Kirk	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
58	Landark C	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
59	Lili Golbous	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
60	Lina Dhingra	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
61	Lisa Iakovleva	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
62	Lisa Tigno	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
63	Liz Gabison	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
64	Lorne Rose	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
65	Luke Martin	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00

15-Mar-2023

Date


 Reza Nezami-Nia

District of:
Division No.
Court No.
Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario

List "A"
Unsecured Creditors

FIRST SWISS MORTGAGE CORP.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
66	Manju Mehta	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
67	Mariana Holder	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
68	Mark Radoja	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
69	Mark Schwartz	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
70	Mcnguyen	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
71	Ministry of Finance - ON PST, EHT & Other Taxes Attn: Mrs. Asta Albery	Ministry of Revenue 33 King Street West 6th Floor Oshawa ON L1H 8H5	1.00	0.00	1.00
72	Mom And Dad	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
73	Nestor Repetski	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
74	Nicholas Ng	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
75	Patrick H Dookram Employee	5700 Yonge St., Suite 200 Toronto ON M2M 4K2	6,839.26	0.00	6,839.26
76	Paul Davies	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
77	Penelope & Nicholas Smith-Rassenti	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
78	PowerStream Inc.	161 Cityview Blvd. Woodbridge ON L4H 0A9	1.00	0.00	1.00
79	Ravin-Evercom	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
80	Ray Paskauskas	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
81	Robert Karass	7636 Yonge Street Vaughan ON L4J 1V9	1.00	0.00	1.00
82	Rogers Communications / CBV Collection 9-2003-4576	c/o FCT Default Solutions PO Box 2514, Stn B London ON N6A 4G9	14.63	0.00	14.63
83	Rose Baum	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
84	Russell Battaglia	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
85	Sasha Akalski	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
86	Sherri Drew-Ochal	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00

15-Mar-2023

Date

Reza Nezami-Ma

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario

List "A"
 Unsecured Creditors

FIRST SWISS MORTGAGE CORP.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
87	Shinhan Bank Canada 730-000-007225	B2 - 5095 Yonge St North York ON M2N 7H3	40,000.00	0.00	40,000.00
88	Steve & Nancy Kay	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
89	Syed A Raza Professional Corporation, CPA	810-3601 Highway 7 East Markham ON L3R 0M3	1.00	0.00	1.00
90	Tali Schwartz	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
91	Tariq Shaik	5700 Yonge St., Suite 200 Toronto ON M2M 4K2	25,990.00	0.00	25,990.00
92	Upkar Arora	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
93	Valia Petrov-Iaydjieva	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
94	Veranova Properties Limited - Toronto 148061	812 - 505 Consumers Rd North York ON M2J 3V6	2,237.03	0.00	2,237.03
95	VOIP.MS 202206242664	2480 Boul. des Entreprises, Suite 200 Terrebonne QC J6X 4J8	155.94	0.00	155.94
96	Weebob56	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
97	Wendy Repetski	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	1.00	0.00	1.00
98	Workplace Safety and Insurance Board Attn: Eric Kupka	200 Front St W, 22nd Floor Toronto ON M5V 3J1	1.00	0.00	1.00
99	Xerox Canada Ltd. Attn: Chantal Maillet 1-263206518	3400 Bould de Maisonneuve 0 9e étage Montréal QC H3Z 3G1	311.93	0.00	311.93
100	Yana Papanyan Employee	5700 Yonge St. Suite 200 Toronto ON M2M 4K2	2,583.33	0.00	2,583.33
Total:			263,275.82	0.00	263,275.82

15-Mar-2023

Date


 Reza Nezami-MB

District of:
Division No. -
Court No.
Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario
List "B"
Secured Creditors

FIRST SWISS MORTGAGE CORP.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total: 0.00			0.00	0.00	0.00

15-Mar-2023

Date

Reza Nezami-Nia

District of:
 Division No.
 Court No.
 Estate No.

FORM 7B – Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario
 List "C"
 Preferred Creditors for Wages, Rent, etc.

FIRST SWISS MORTGAGE CORP.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	CRA - Tax - Ontario 850525676 RP 0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	Deemed Trust Claim	-	1.00	0.00	1.00
2	Patrick H Dookram Employee	5700 Yonge St., Suite 200 Toronto ON M2M 4K2	Employee	-	2,000.00	0.00	2,000.00
3	Yana Papanyan Employee	5700 Yonge St. Suite 200 Toronto ON M2M 4K2	Employee	-	2,000.00	0.00	2,000.00
Total:					4,001.00	0.00	4,001.00

15-Mar-2023

Date

Reza Nezami-Nia

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario
 List "D"
 Contingent or Other Liabilities

FIRST SWISS MORTGAGE CORP.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	CRA - Tax - Ontario 850525676 RP 0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	470,000.00	0.00		Deemed Trust Claim
Total:			470,000.00	0.00		

15-Mar-2023

Date

Reza Nezami-Nia

District of:
 Division No.
 Court No.
 Estate No.

FORM 7B -- Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario
 List "E"
 Debts Due to the Bankrupt
FIRST SWISS MORTGAGE CORP.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Various Mortgages	5700 Yonge Street, Suite 200 Toronto ON M2M 4K2	Various Mortgages	1.00 2,348,387.00 0.00		16-Sep-2004	1.00	Mortgages
Total:				1.00 2,348,387.00 0.00			1.00	

15-Mar-2023

Date

Reza Nezami-Nia

District of:
Division No. -
Court No.
Estate No.

FORM 78 - Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario
List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

FIRST SWISS MORTGAGE CORP.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

15-Mar-2023

Date

Reza Nezami-Nia

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario
 List "G"

Real Property or Immovables Owned by Bankrupt

FIRST SWISS MORTGAGE CORP.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Land - Rockland - 8457 Highway 17 - Abandoned Service Station	100%	First Swiss Mortgage Corp.	1.00		0.00
Total:			1.00		0.00

15-Mar-2023

Date

Reza Nezami-Nia

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Concluded

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
 of the City of Toronto, in the Province of Ontario
 List "H"
 Property

FIRST SWISS MORTGAGE CORP.
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.	Possession of bankrupt	Furniture, computer, equipment, etc	3,000.00	1.00
(c) Cash in financial institutions	Shinhan Bank of Canada 5095 Yonge St. Unit B2 North York ON M2N 6Z4	700 120	1.00	1.00
	Shinhan Bank of Canada 5095 Yonge St Unit B2 North York ON M2N 6Z4	700 241	0.00	0.00
	Shinhan Bank of Canada 5095 Yonge St Unit B2 North York ON M2N 6Z4	700	0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities		GIC - Non-Redeemable - 703-000-240264	25,000.00	25,000.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Potential refund of prepaid expense or insurance policy	1.00	1.00
			Total:	25,003.00

15-Mar-2023

Date

Reza Nezami-Nia

Goldhar & Associates Ltd.
1220 Eglinton Avenue West
Toronto ON M6C 2E5
Phone: (855) 541-5114 Fax: (905) 361-0488
E-mail: poc@goldhar.ca

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2921746
Estate No. 31-2921746

- FORM 31 -
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the bankruptcy of FIRST SWISS MORTGAGE CORP. of the City of Toronto in the Province of Ontario and the claim of _____, creditor.
I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 15th day of March 2023, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

District of Ontario
Division No. 09 - Toronto
Court No. 31-2921746
Estate No. 31-2921746

FORM 31 --- Concluded
In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario

- E. CLAIM BY WAGE EARNER OF \$ _____
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,
- G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

Witness

Creditor

Phone Number: _____
Fax Number : _____
E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.
WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.
Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2921746
Estate No. 31-2921746

- FORM 36 -
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to be
my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
Goldhar & Associates Ltd. - Licensed Insolvency Trustee

1220 Eglinton Avenue West
Toronto ON M6C 2E5
Fax: (905) 361-0488
E-mail: poc@goldhar.ca

Goldhar & Associates Ltd.
1220 Eglinton Avenue West
Toronto ON M6C 2E5
Phone: (855) 541-5114 Fax: (905) 361-0488
E-mail: poc@goldhar.ca

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2921746
Estate No. 31-2921746

- FORM 31 -
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the bankruptcy of FIRST SWISS MORTGAGE CORP. of the City of Toronto in the Province of Ontario and the claim of _____, creditor.
I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 15th day of March 2023, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

District of Ontario
Division No. 09 - Toronto
Court No. 31-2921746
Estate No. 31-2921746

FORM 31 --- Concluded
In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario

- E. CLAIM BY WAGE EARNER OF \$ _____
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,
- G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

Witness

Creditor

Phone Number: _____
Fax Number : _____
E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.
WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.
Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2921746
Estate No. 31-2921746

- FORM 36 -
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Bankruptcy of
FIRST SWISS MORTGAGE CORP.
of the City of Toronto, in the Province of Ontario

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to be
my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
Goldhar & Associates Ltd. - Licensed Insolvency Trustee

1220 Eglinton Avenue West
Toronto ON M6C 2E5
Fax: (905) 361-0488
E-mail: poc@goldhar.ca

CHECKLIST FOR PROOFS OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and, where required, proxy form in a complete and accurate manner. Please specifically check each requirement.

PROOF OF CLAIM

- ▶ The signature of a witness is required;
- ▶ The claim must be signed personally by the individuals;
- ▶ If the creditor is a corporation, the full and complete legal name of the company or firm must be stated;
- ▶ Give the complete address, including postal code, where all notices or correspondence is to be forwarded, the name of the person to contact, the phone number and fax number.

PARAGRAPH 1

- ▶ Please state your name, city of residence, and if you are completing the declaration for a corporation or another person, your position or title.

PARAGRAPH 3

- ▶ State the date of bankruptcy, proposal of receivership and the amount of your claim;
- ▶ A detailed statement of account must be attached and must show the date, number and amount of all the invoices, charged credits or payments;
- ▶ A statement of account is not complete if it begins with an amount brought forward;
- ▶ The amount of the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 4

- ▶ An ordinary creditor must check subparagraph A. A preferred creditor must set out on an attached schedule the particulars of your priority;
- ▶ A secured creditor must check subparagraph C. You must insert the value at which you assess each of your securities and provide a certified true copy of the security documents as registered.

PARAGRAPH 5

Strike out "are" or "are not" as applicable to you. You would be considered a related person if:

- ▶ You are related to blood or marriage to the debtor;
- ▶ If the debtor is a corporation and you were a shareholder or if your company was controlled by the same shareholders as the debtor corporation.

PARAGRAPH 6

All creditors must attach a detailed list of all payments or credits received or granted, as follows:

- ▶ Within the 3 months preceding the bankruptcy or proposal, if the creditor and the debtor are not related;
- ▶ Within 12 months preceding the bankruptcy or proposal, if the creditor and debtor are related.

In the case of an individual's bankruptcy only, you may request some or all of the items stated after paragraph 6.

GENERAL PROXY

A creditor may appoint a proxy by completing the proxy form, if the creditor is a corporation, the proxy form must be completed in the corporate name and signature witness.

NOTES

- ▶ Only creditors who have filed claims in the proper manner before the time appointed for the meeting of creditors are entitled to vote;
- ▶ A creditor may vote either in person or by proxy;
- ▶ A debtor may not be appointed a proxy at any meeting of his creditors;
- ▶ The trustee may be appointed as a proxy for any creditors;
- ▶ A corporation may vote by an authorized agent at the meeting of creditors;
- ▶ In order to have the right to vote, a person must himself be a creditor or be the holder of a property executed proxy showing the name of the creditor;
- ▶ Only creditors who filed claims in the proper form with the trustee are entitled to share in any distribution that may be made.

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL
SERVICES REGULATORY AUTHORITY**
Applicant

-and-

FIRST SWISS MORTGAGE CORP.

Respondent

Court File No.

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

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF CAMERON CLARKE

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

George Benchetrit (LSO No. 34163H)

Tel: (416) 218-1141

E-mail: george@chaitons.com

Laura Culleton (LSO No. 82428R)

Tel: (416) 218-1128

E-mail: laurac@chaitons.com

Lawyers for the Applicant

Tab 3

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES REGULATORY AUTHORITY
OF ONTARIO**

Applicant

- and -

FIRST SWISS MORTGAGE CORPORATION

Respondent

**AFFIDAVIT OF ROSE BAUM
(Affirmed March 15, 2023)**

I, **ROSE BAUM**, of the City of Toronto, in the Province of Ontario, AFFIRM AND SAY:

1. I am an individual residing in the City of Toronto. I have worked in the real estate property management business for the last 35 years at East West Management Inc. I am 78 years old and the mother of three children and five grandchildren (with one more on the way). I reference that because over approximately the last 11 years I have made dozens of investments with First Swiss Mortgage Corporation ("**First Swiss**"), many of which were in the names of and/or for the direct benefit of my children and grandchildren. I viewed these investments as a way to provide for my family. Because of my investments and interactions with First Swiss, I have personal knowledge of the matters contained herein, except where I make statements on the basis of information and belief, in which case I state the source of my information and believe it to be true.

2. In affirming this affidavit, I do not intend to, and do not, waive any applicable privilege.

3. I have read the affidavit of my son, Daniel Baum, affirmed on March 15, 2023 ("**Daniel's Affidavit**") and the affidavit of my nephew, Jared Green, affirmed on March 15, 2023, and both are true to the best of my knowledge. Capitalized terms not otherwise defined herein have the

meanings ascribed to them in Daniel's Affidavit. All dollar amounts set out in this affidavit are denominated in Canadian Dollars unless otherwise indicated.

BACKGROUND

Introduction to First Swiss

4. In or around late 2011, my son, Daniel Baum, introduced me to the VP of Portfolio Management at First Swiss, Patrick Dookram and a Managing Director, Jane Knop. The opportunity to invest in first-ranking and second-ranking mortgages through First Swiss appealed to me, as, among other reasons, I am familiar with the real estate market (having worked in the real estate property management business for the last thirty-five (35) years).

First Swiss' Representations

5. Based on my discussions with Mr. Dookram and Ms. Knop, I understood the structure of the investments in First Swiss to be as described in Daniel's Affidavit, including as set out in the First Swiss Overview Presentation.

INVESTMENTS WITH FIRST SWISS

A. Past Mortgages

6. After reviewing a few mortgage opportunities from Mr. Dookram, I first began investing in mortgages through First Swiss in March 2012. I made investments in my own name and also in the names of my children and grand children, as I was investing in their future.

7. From March 2012 through August 2019, I made thirty-one (31) mortgage investments through First Swiss. For the purposes of providing an example in terms of the documentation that I received for each mortgage which I invested in, attached collectively as **Exhibit "A"** are copies of an addendum agreement to the servicing agreement and trust and beneficial owner agreement and a direction from me to First Swiss. Pursuant to the addendum agreement, among other things, First Swiss assigned, transferred, and set over to me, as beneficial owner and assignee, all of First Swiss' right, title and interest as mortgagee in the subject mortgage which I invested in.

8. Each time the mortgages that I invested in were purported to be discharged, I would either direct First Swiss to use the proceeds for reinvestment into new mortgages or be paid the

principal amount under the mortgage. I would then enter into similar addendums referenced above for each new mortgage that I invested in.

9. Over the course of March 2012 through August 2019, I invested in several mortgages through First Swiss. My mortgage investments through First Swiss outlined below have all been purported to be discharged, with me directing First Swiss to either use the proceeds for reinvestment into new mortgages or repayment of the principal amount to me:

- (a) In or around March 2012, mortgage in the amount of \$39,550 registered against title to the property municipally known as 102 Sweetwood Circle, Brampton, Ontario;
- (b) In or around March 2012, mortgage in the amount of \$66,825 registered against title to the property municipally known as 10 Shoreland Crescent, Toronto, Ontario;
- (c) In or around April 2012, mortgage in the amount of \$39,550 registered against title to the property municipally known as 365 Atlas Avenue, Toronto, Ontario;
- (d) In or around August 2012, mortgage in the amount of \$93,500 registered against title to the property municipally known as 141 Elvaston Drive, Toronto, Ontario;
- (e) In or around August 2012, mortgage in the amount of \$38,500 registered against title to the property municipally known as 289 Wayside Court, Ottawa, Ontario;
- (f) In or around August 2012, mortgage in the amount of \$40,975 registered against title to the property municipally known as 76 Collings Avenue, Bradford, Ontario;
- (g) In or around August 2012, mortgage in the amount of \$45,100 registered against title to the property municipally known as 35 Sherwood Forest Drive, Markham, Ontario (the "**Sherwood Mortgage**");
- (h) In or around September 2012, mortgage in the amount of \$56,500 registered against title to the property municipally known as 3003 Freshwater Way, Ottawa, Ontario (the "**Freshwater Mortgage**");

- (i) In or around September 2012, mortgage in the amount of \$38,899 registered against title to the property municipally known as 38 Merrickville Way, Brampton Ontario;
- (j) In or around October 2012, mortgage in the amount of \$36,300 registered against title to the property municipally known as 1620 Canadore Crescent, Ottawa, Ontario;
- (k) In or around December 2012, mortgage in the amount of \$66,000 registered against title to the property municipally known as 6542 Alderwood Trail, Mississauga, Ontario;
- (l) In or around February 2013, mortgage in the amount of \$51,980 registered against title to the property municipally known as 26 Badger Avenue, Brampton, Ontario;
- (m) In or around June 2013, mortgage in the amount of \$107,500 registered against title to the property municipally known as 55 Munro Crescent, Uxbridge, Ontario;
- (n) In or around August 2013, mortgage in the amount of \$39,600 registered against title to the property municipally known as 13 Dusty Road, Brampton, Ontario;
- (o) In or around August 2013, mortgage in the amount of \$43,600 registered against title to the property municipally known as 4 Hardcastle Court, Brampton, Ontario;
- (p) In or around September 2013, mortgage in the amount of \$70,525 registered against title to the property municipally known as 1895 Rosebank Road, Pickering, Ontario;
- (q) In or around September 2013, mortgage in the amount of \$70,001 registered against title to the property municipally known as 760 Glengarry Boulevard, Cornwall, Ontario;
- (r) In or around October 2013, mortgage in the amount of \$23,100 registered against title to the property municipally known as 328 Helen Drive, Strathroy, Ontario;

- (s) In or around December 2013, mortgage in the amount of \$270,311 registered against title to the property municipally known as 332 Maplegrove Avenue, Bradford, Ontario; and

In or around June 2014, mortgage in the amount of \$169,344 registered against title to the property municipally known as 216 Shadywood Crescent, Point Clark, Ontario.

Active Mortgages

10. The mortgages outlined below are all active investments that I have through First Swiss:
 - (a) In or around May 2012, mortgage in the amount of \$34,650 registered against title to the property municipally known as 21 Highwood Road, Brampton, Ontario (the "**Highwood Mortgage**");
 - (b) In or around March 2013, mortgage in the amount of \$61,600 registered against title to the property municipally known as 379 Rosegate Way, Oakville, Ontario;
 - (c) In or around March 2013, mortgage in the amount of \$45,100 registered against title to the property municipally known as 2 Erie Avenue, London, Ontario (the "**Erie Mortgage**");
 - (d) In or around March 2014, mortgage in the amount of \$19,798 registered against title to the property municipally known as 25 Silver Trail, Barrie, Ontario;
 - (e) In or around October 2014, mortgage in the amount of \$160,415 registered against title to the property municipally known as 118 Muskoka Road West, Port Carling, Ontario;
 - (f) In or around March 2018, mortgage in the amount of \$86,392 registered against title to the property municipally known as 136 Boom Road, Maple, Ontario (the "**Boom Mortgage**");
 - (g) In or around August 2018, mortgage in the amount of \$131,988 registered against title to the property municipally known as 57 Beaumonde Heights Drive, Toronto, Ontario (the "**Beaumonde Mortgage**");

- (h) In or around December 2018, mortgage in the amount of \$98,991 registered against title to the property municipally known as 78 Lathbury Street, Brampton, Ontario;
- (i) In or around March 2019, mortgage in the amount of \$54,995 registered against title to the property municipally known as 83 Borough Drive, Toronto, Ontario (the **"Borough Mortgage"**);
- (j) In or around May 2019, mortgage in the amount of \$76,993 registered against title to the property municipally known as 92 Blackthorn Drive, Vaughan, Ontario; and
- (k) In or around August 2019, mortgage in the amount of \$80,292 registered against title to the property municipally known as 974 Ferndale Crescent, Newmarket, Ontario (the **"Ferndale Mortgage"**) (collectively, the **"Active Mortgages"**).

First Swiss Fails to Make Required Interest Payments

11. In February 2023, I did not receive the required monthly interest payment from First Swiss in respect of the Active Mortgages for the month of January 2023.

12. On or around March 9, 2023, Daniel contacted me to enquire whether I had received my interest payments for January 2023. I advised him that I had not. Daniel advised me that he also did not receive any interest payment from First Swiss for January 2023.

13. Also on March 9, 2023, I called Mr. Dookram to enquire why I had not received the interest payments from First Swiss for January 2023 and he responded by asking whether I had received "the memo" from First Swiss and that he was no longer with First Swiss.

14. At or around that same time, Daniel and I had a discussion in which we agreed he would take the lead on trying to look into what happened with our investments with First Swiss. From that point onward, I have had no firsthand dealings with First Swiss. Instead, my knowledge of events is based on what Daniel has been able to uncover, as well as information revealed through property searches that my lawyers had conducted on the properties in which I thought I held a beneficial interest.

B. Certain Mortgages Never Registered on Title

15. As set out below, I discovered that First Swiss misrepresented to me that my investments were put in the following mortgages, as the parcel registers show that the following mortgages were never registered on title against the subject properties:

- (a) Sherwood Mortgage;
- (b) Freshwater Mortgage; and
- (c) Beaumonde Mortgage.

16. Copies of the parcel registers for the properties in which the Sherwood Mortgage, Freshwater Mortgage, and Beaumonde Mortgage were represented to be registered on title to are attached as **Exhibits "B", "C" and "D"**, respectively.

17. I was also advised by Jared that he has also discovered that certain of his mortgage investments had never been registered on title against the properties, contrary to the express representations of First Swiss that these mortgages existed and were registered on title.

C. Active Mortgages Discharged Without Repayment

18. As set out below, I discovered that several of my active mortgage investments have been discharged without my knowledge:

- (a) *Erie Mortgage*. This mortgage was discharged on June 27, 2018.
- (b) *Highwood Mortgage*. This mortgage was discharged on June 24, 2019.
- (c) *Borough Mortgage*. This mortgage was discharged on November 8, 2019.
- (d) *Boom Mortgage*. This mortgage was discharged on February 7, 2020.
- (e) *Ferndale Mortgage*. This mortgage was discharged on July 9, 2021.

19. Copies of the parcel registers for the properties secured by the Erie Mortgage, Highwood Mortgage, Borough Mortgage, Boom Mortgage, and Ferndale Mortgage (collectively, the **"Discharged Mortgages"**) are attached as **Exhibits "E", "F", "G", "H", and "I"**, respectively.

20. First Swiss has never provided me with notice that the Discharged Mortgages were in fact discharged. Further, First Swiss has never repaid me the principal amount under these

Discharged Mortgages. Rather, I continued to receive monthly interest payments in respect of the Discharged Mortgages up until December 2022. Attached as **Exhibit “J”** are the account statements for December 2019, 2020, 2021 and October 2022 provided by First Swiss which showed that the Discharged Mortgages remained in place, even though they were previously discharged.

21. I am advised by my nephew, Jared Green, and Daniel that they have also discovered similar issues with First Swiss: certain of their mortgage investments were also previously discharged without any notice being given to them and no repayment of the principal amount under the subject mortgages being discharged.

First Swiss Halts All Payments Without any Cogent Explanation

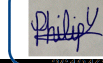
22. On March 9, 2023, I received a notice (the **“Notice”**) which stated, among other things, that all payments and transactions were halted until further notice, First Swiss was unable to respond to emails or calls in a prompt manner due a potential restructuring process, and to contact its legal counsel for further information regarding the insolvency and liquidation process. A copy of the Notice is attached as **Exhibit “K”**.

23. I am advised by Daniel and Jared that they also received the Notice at approximately the same time that I did.

24. I share the concerns set out in Daniel’s Affidavit and support the appointment for a receiver for the reasons he set out in his affidavit.

AFFIRMED remotely via videoconference, by Rose Baum, stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in Province of Ontario, this 15 day of March, 2023, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely.*

DocuSigned by:



36124C4218DD47C...

Commissioner for Taking Affidavits, etc.
PHILIP YANG

DocuSigned by:



009980AAB71847E...


ROSE BAUM

EXHIBIT "A"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:

38124C4218DD47C...

Commissioner for Taking Affidavits

3 Rose

#505615

5/1/2012

3

	<u>Name</u>	<u>Occupation</u>
Applicant:	Lavern Reid	Junior Accountant
Co-Applicant:	Terraine Brown	Call Centre Restructuring Collector

<u>Company</u>	<u>Yrs With Company</u>	<u>Income</u>	<u>Monthly Savings</u>
CI Investments	8	\$46,000.00	\$385.00
BMO	6	\$45,000.00	

Mortgage Details

Loan Type:	Debt Consolidation Loan
Mortgage Amount:	\$34,650.00
Interest Rate:	13.99%
Monthly Payments:	\$392.67
Maturity Date:	
Term:	1 Year
Rank of Mortgage:	Second

Property

Address:	21 Highwood Road Brampton, On L6Z 4T7
Type:	2 Storey Detached Residential
Purchase Price:	
Appraised Value:	\$455,000.00
Loan to Value (LTV):	90.58%
Appraised By:	Home Value Inc.

First Mortgage

Institution:	MERIX Financial	
Amount:	\$377,500.00	
Interest Rate:	3.70%	
Payments:	\$819.25	Semi-Monthly
Maturity Date:	June 15, 2013	

Monthly Payment to Investor:	\$336.53
Annual Payment to Investor:	\$4,038.36

Rose
 @ 4/20/12
 #496
 Out
 Start @ 5/1/12 -

Monthly Combined Income:	\$5,500.00
Monthly Mortgage Payments:	
First Mortgage (MERIX)	\$1,640.00
Second Mortgage (FSMC)	\$392.67
Monthly Income Remaining:	\$3,467.33



**First Swiss
Mortgage Corp.**

5700 Yonge St. Suite 200
Toronto, ON M2M 4k2
Tel: (416) 227-2000
Fax: (416) 227-2008

Lit 10550/11956

Rose

RECEIPT

③

First Swiss Mortgage Corp.
5700 Yonge Street, Suite 200
Toronto, Ontario M2M 4K2

Trust Account Receipt
No: 0020
Date: 04 / 23 / 2012

Received from	Rose Baum
Address	8C-1 St. Thomas Street, Toronto, ON M5S 3M5
The sum of	\$34,650.00 CAD
Purpose	Purchase of the following mortgages investment: Mtg#505615 21 Highwood Road, Brampton ON L6Z 4T7 - \$34,650.00

Terms Funds will be held in trust for the purpose of purchasing the mortgage(s) listed above. Should the funding or closing of any of the proposed mortgage(s) not take place for any reason, funds remaining in trust will be returned unless instructed by you otherwise.

Received by: *Patricia Noorbin*
FIRST SWISS MORTGAGE CORP.

ROSE BAUM
1 SAINT THOMAS ST UNIT 8C
TORONTO, ONTARIO
M5S 3M5

496

Date 2012-04-23
Y Y Y Y M M D D

Pay to the order of Trust Annuity Mgt. Corp \$34,650-
Thirty Four Thousand Six Hundred 100 DOLLARS
& Fifty

PRIVATE BANKING
686 FINCH AVE. E.
NORTH YORK, ONTARIO M2K 2E6

note # 505615

⑈ 496 ⑈ ⑆ 0 1 5 3 2 ⑈ 0 0 4 ⑆ ⑈ 5 1 7 1 4 3 ⑈ 0 ⑈

Handwritten scribble and the number 3

ADDENDUM AGREEMENT

This is an addendum to the following agreements:

1. Servicing Agreement dated February 2, 2012
2. Trust and Beneficial Owner Agreement dated February 2, 2012
3. Assignment of Mortgages dated March 5, 2012

made between **Rose Baum ("Baum") and
First Swiss Mortgage Corp. ("First Swiss")**

Re: **Second Mortgages listed on Schedule "A2"**

In consideration of the premises, other good and valuable consideration and the sum of Two (\$2.00) Dollars paid by each party to the other, the sufficiency and receipt of which is acknowledged by each of the parties and the sum of Thirty-Four Thousand, Six Hundred Fifty Dollars (\$34,650.00) of lawful money of Canada paid by Baum to First Swiss, the parties hereto agree:

1. The second mortgages listed on Schedule "A1" hereto shall, from and after the date set out herein, be treated, incorporated and included as second mortgages for the purposes set out in the respective agreements listed above, to be dealt with as provided therein as with all other mortgages listed on the respective Schedules attached thereto.
2. First Swiss, as assignor hereby assigns, transfer and set over unto Baum, as beneficial owner and assignee, its successors and assigns all of First Swiss' right, title and interest as mortgagee in and to each and every mortgage listed on Schedule "A1" hereto and the benefit and advantage thereof and of all covenants and agreements contained therein on the part of each mortgagor or any guarantor or indemnifier thereof to be observed, performed or kept and all moneys thereby reserved or payable thereunder and hereafter to become due, payable or owing.

This Addendum shall be deemed to be attached to each of the agreements referred to above.

Dated at Toronto this 8th day of May, 2012

FIRST SWISS MORTGAGE CORP.

per: *Patrick Norhern*
Authorized Signing Officer
I have authority to bind the corporation

[Signature]
ROSE BAUM

[Signature]
Witness

Schedule A2. - (This Schedule is an integral part of this agreement)

Mortgages

1. Mortgage account number: 505615
Borrower(s) full names: Lavern Reid
Terraine Brown
Property address: 21 Highwood Road
Brampton, Ontario, L6Z 4T7
Mortgage amount: \$34,650.00
Maturity date: June 1, 2013
Interest rate: 13.99%

2. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

3. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

4. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

Reid #505615

Payment Schedule – Mortgage Account # 505615

Rose Baum
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5
 (416) 716-6414

Mortgage Account # 505615
 Lavern Reid & Terraine Brown
 21 Highwood Road
 Brampton, ON L6Z 4T7
 Mortgage Amount on Purchase Date: \$34,650.00
 Maturity Date: June 1, 2013
 Interest Rate: 13.99%
 Monthly Payment (I): \$392.67

Date	Principal Balance	Monthly Payments @ 13.99%		11.99% Interest	2% Interest	Payment to Investor (11.99% Interest + Principal)	Payment to First Swiss (2% Servicing Fee)
		Interest	Principal				
05-08-12	\$34,650.00						
06-01-12	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
07-01-12	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
08-01-12	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
09-01-12	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
10-01-12	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
11-01-12	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
12-01-12	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
01-01-13	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
02-01-13	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
03-01-13	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
04-01-13	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
05-01-13	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14
06-01-13	\$34,650.00	\$392.67	\$0.00	\$336.53	\$56.14	\$336.53	\$56.14

Certification of designated classes of lenders and investors

For the purposes of this Regulation, a person or entity is a member of a designated class of lenders and investors if the person or entity is a member of any of the following classes:

- 1. The Crown in right of Ontario, Canada or any province or territory of Canada.
- 2. A brokerage acting on its own behalf.
- 3. A financial institution.
- 4. A corporation that is a subsidiary of a person or entity described in paragraph 1, 2 or 3.
- 5. A corporation that is an approved lender under the *National Housing Act* (Canada)
- 6. An administrator or trustee of a registered pension plan within the meaning of subsection 248 (1) of the *Income Tax Act* (Canada)
- 7. A person or entity who is registered as an adviser or dealer under the *Securities Act* when the person or entity is acting as a principal or as an agent or trustee for accounts that are fully managed by the person or entity,
- 8. A person or entity who is registered under securities legislation in another province or territory of Canada with status comparable to that described in paragraph 7 when the person or entity is acting as a principal or as an agent or trustee for accounts that are fully managed by the person or entity.
- 9. A person or entity, other than an individual, who has net assets of at least \$5 million as reflected in its most recently-prepared financial statements, and who provides written confirmation of this to the brokerage.
- 10. An individual who, alone or together with his or her spouse, has net assets of at least \$5 million and who provides written confirmation of this to the brokerage.
- 11. An individual who, alone or together with his or her spouse, beneficially owns financial assets (being cash, securities within the meaning of the *Securities Act*, the cash surrender value of a life insurance contract, a deposit or evidence of a deposit) that have an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1 million and who provides written confirmation of this to the brokerage.

- 12. An individual whose net income before taxes in each of the two most recent years exceeded \$200,000 or whose net income before taxes in each of those years combined with that of his spouse in each of those years exceeded \$300,000, who has a reasonable expectation of exceeding the same net income or combined net income, as the case may be, in the current year and who provides written confirmation of this to the brokerage.

- 13. A person or entity in respect of which all of the owners of interest, other than the owners of voting securities required by law to be owned by directors, are persons or entities described in paragraph 1 to 12.

In this section.

“spouse” means spouse as defined in section 29 of the *Family Law Act*.

I certify that at least one of the above qualifications applies to me as per my initials above.

Name: Rose Baum

Signature: 

Date: February 2, 2012



First Swiss
Asset Management

5775 Yonge St. Suite 525
Toronto, ON M2M 4J1
Tel: (416) 227-2000
Fax: (416) 227-2008

May 1, 2013

Rose Baum
8C-1 St. Thomas Street
Toronto, Ontario
M5S 3M5

Maturing Mortgage Investment

Dear Rose,

Please take notice that the following mortgage will be maturing on June 1, 2013:

Mortgage No. 505615
Interest Rate: 13.99%
Address: 21 Highwood Road
Brampton, Ontario
L6Z 4T7

Handwritten initials and number 3

Principal Balance at Maturity: \$34,650.00

Please instruct First Swiss Mortgage Corp. as to how you would like to proceed in regards to the maturing principal amount.

I/(We) *Rose Baum*

- Would like to re-invest the maturing proceeds
- Will not be re-investing the maturing proceeds

Investor Signature: *[Signature]* Date: *5/1/13*

Sincerely,

Patrick Dookram


Patrick Dookram
Vice President Trading & Portfolio Management
416-227-2000 ext. 3113
patrick.dookram@firstswissgroup.com

EXHIBIT "B"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:


38124C4218DD47C...

Commissioner for Taking Affidavits

LAND
REGISTRY
OFFICE #65

02914-0108 (LT)

PAGE 1 OF 3

PREPARED FOR Vanessa1

ON 2023/03/13 AT 22:47:48

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

PROPERTY DESCRIPTION: PT LT 160 PL 5810 AS IN R471718 ; S/T VM8997; CITY OF MARKHAMPROPERTY REMARKS:ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 02914-0418

PIN CREATION DATE:

1999/10/22

OWNERS' NAMES

SHEN, KEXING
PEI, HUIXIA

CAPACITY SHARE

JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/03/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/10/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/10/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/10/25 **</p>						
VM8945	1959/10/21	AGREEMENT			VILLAGE OF MARKHAM	C
VM8997	1959/11/20	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	C
VM10105	1961/11/20	RELEASE				C
REMARKS: VM8945						
R471718	1988/06/16	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	KIOULAFOSKI, JOHN KIOULAFOSKI, HELEN	
R471719	1988/06/16	CHARGE		*** COMPLETELY DELETED ***	ROYAL TRUST CORPORATION OF CANADA	
R503683	1989/04/10	CHARGE		*** COMPLETELY DELETED ***		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
R718446	1998/03/19	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ROYAL TRUST CORPORATION OF CANADA	ROYAL TRUST CORPORATION OF CANADA THE TORONTO-DOMINION BANK	
		REMARKS: RE; CHARGE R503683				
R718502	1998/03/20	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ROYAL TRUST CORPORATION OF CANADA	THE TORONTO-DOMINION BANK	
		REMARKS: RE; R471719				
R732454	1998/11/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** KIOULAFOSKI, JOHN KIOULAFOSKI, HELEN	THE TORONTO-DOMINION BANK	
YR649523	2005/06/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: RE: R503683				
YR653426	2005/06/17	TRANSFER		*** COMPLETELY DELETED *** KIOULAFOSKI, HELEN KIOULAFOSKI, JOHN	DONG, FENG HUANG, FANG	
YR653427	2005/06/17	CHARGE		*** COMPLETELY DELETED *** DONG, FENG HUANG, FANG	BANK OF MONTREAL	
YR679531	2005/08/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: RE: R732454				
YR684845	2005/08/16	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)				
YR705567	2005/09/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: RE: R471719				
YR1264217	2008/12/09	CHARGE		*** COMPLETELY DELETED *** DONG, FENG HUANG, FANG	CANADIAN IMPERIAL BANK OF COMMERCE	
YR1265666	2008/12/11	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				BANK OF MONTREAL		
	<i>REMARKS: RE: YR653427</i>					
YR1763677	2011/12/22	TRANSFER		*** COMPLETELY DELETED *** DONG, FENG HUANG, FANG	ZHANG, YAN GUAN, YATING	
	<i>REMARKS: PLANNING ACT STATEMENTS</i>					
YR1763678	2011/12/22	CHARGE		*** COMPLETELY DELETED *** ZHANG, YAN GUAN, YATING	THE TORONTO-DOMINION BANK	
YR1767731	2012/01/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	<i>REMARKS: YR1264217.</i>					
YR2135506	2014/06/02	TRANSFER	\$493,000	GUAN, YATING ZHANG, YAN	SHEN, KEXING PEI, HUIXIA	C
YR2135507	2014/06/02	CHARGE	\$493,000	SHEN, KEXING PEI, HUIXIA	THE TORONTO-DOMINION BANK	C
YR2145277	2014/06/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	<i>REMARKS: YR1763678.</i>					

EXHIBIT "C"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Philip", is enclosed within a blue rounded rectangular border.

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Commissioner for Taking Affidavits

LAND
REGISTRY
OFFICE #4

04595-1533 (LT)

PAGE 1 OF 3

PREPARED FOR Vanessa1

ON 2023/03/13 AT 22:54:22

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

PROPERTY DESCRIPTION: LOT 100, PLAN 4M1428; CITY OF OTTAWAPROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2008/02/21.ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUSRECENTLY:
SUBDIVISION FROM 04595-1428PIN CREATION DATE:
2011/04/04OWNERS' NAMES
BAKOV, MICHAEL
BAKOV, TATYANACAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2011/04/04 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
OC346867	2004/06/25	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1527423 ONTARIO LTD.	CLARKE, JOSEPH CORNELIUS	
OC796679	2007/11/15	NOTICE		*** DELETED AGAINST THIS PROPERTY *** 1527423 ONTARIO LTD.	CLARKE, JOSEPH CORNELIUS	
REMARKS: OC346867						
OC946681	2009/01/19	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY *** MATTAMY (HALF MOON BAY) LIMITED	CITY OF OTTAWA	
OC949328	2009/01/29	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY *** MATTAMY (HALF MOON BAY) LIMITED	ROGERS CABLE COMMUNICATIONS INC./COMMUNICATIONS ROGERS CABLE INC.	
REMARKS: PLANNING ACT STATEMENTS						
OC949329	2009/01/29	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CLARKE, JOSEPH CORNELIUS	ROGERS CABLE COMMUNICATIONS INC./COMMUNICATIONS ROGERS CABLE INC.	
REMARKS: OC346867 TO OC949328						
OC1135995	2010/07/16	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA		C
REMARKS: AIRPORT ZONING REGULATION						
OC1214573	2011/03/11	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY *** ROGERS COMMUNICATIONS INC.		
REMARKS: OC949328						

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
4M1428	2011/03/30	PLAN SUBDIVISION				C
OC1219895	2011/03/30	NO SUB AGREEMENT		CITY OF OTTAWA	MATTAMY (HALF MOON BAY) LIMITED	C
OC1219898	2011/03/30	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CLARKE, JOSEPH CORNELIUS	CITY OF OTTAWA	
		REMARKS: OC346867 TO OC1219895				
OC1219899	2011/03/30	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** CITY OF OTTAWA		
		REMARKS: PLEASE SEE DOCUMENT FOR COMPLIANCE REQUIREMENTS				
OC1222144	2011/04/05	APL ANNEX REST COV		MATTAMY (HALF MOON BAY) LIMITED		C
		REMARKS: NO EXPIRY.				
OC1222146	2011/04/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CLARKE, JOSEPH CORNELIUS		
		REMARKS: OC346867.				
OC1222860	2011/04/07	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR		
		REMARKS: DELETING OC946681				
OC1224622	2011/04/14	TRANSFER REL&ABAND		*** COMPLETELY DELETED *** ROGERS COMMUNICATIONS INC.	MATTAMY (HALF MOON BAY) LIMITED ST. GEORGES, PATRICK ROBERT NEI, INNA MCPHEE, DAVID LANGLEY KIM-MCPHEE, EUN WOO	
		REMARKS: OC949328.				
OC1226154	2011/04/19	APL DEL INH ORDER		*** COMPLETELY DELETED *** CITY OF OTTAWA		
		REMARKS: OC1219899.				
OC1285458	2011/09/20	TRANSFER		*** COMPLETELY DELETED *** MATTAMY (HALF MOON BAY) LIMITED	JONES, WINDELL WASHINGTON	
OC1285459	2011/09/20	CHARGE		*** COMPLETELY DELETED *** JONES, WINDELL WASHINGTON	COMPUTERSHARE TRUST COMPANY OF CANADA	
OC1963728	2018/01/05	CHARGE		*** COMPLETELY DELETED ***		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
OC1970618	2018/02/05	DISCH OF CHARGE		JONES, WINDELL WASHINGTON *** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	CANADIAN WESTERN TRUST COMPANY	
		REMARKS: OC1285459.				
OC2075024	2019/01/31	APL (GENERAL)		*** COMPLETELY DELETED *** DIRECTOR, FAMILY RESPONSIBILITY OFFICE FOR THE BENEFIT OF INGRID JEAN		
		REMARKS: CONTAINS SUPPORT PROVISIONS AND CREATES A CHARGE				
OC2100084	2019/05/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** DIRECTOR, FAMILY RESPONSIBILITY OFFICE FOR THE BENEFIT OF: INGRID JEAN		
		REMARKS: OC2075024.				
OC2272989	2020/10/26	NO SEC INTEREST		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
OC2311668	2021/02/05	TRANSFER	\$610,000	JONES, WINDELL WASHINGTON	BAKOV, MICHAEL BAKOV, TATYANA	C
OC2311669	2021/02/05	CHARGE	\$610,000	BAKOV, MICHAEL BAKOV, TATYANA	CANADIAN IMPERIAL BANK OF COMMERCE	C
OC2312551	2021/02/09	DISCHARGE INTEREST		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
		REMARKS: OC2272989.				
OC2325839	2021/03/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN WESTERN TRUST COMPANY		
		REMARKS: OC1963728.				

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

EXHIBIT "D"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:


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Commissioner for Taking Affidavits

LAND
REGISTRY
OFFICE #66

07316-0087 (LT)

PAGE 1 OF 3

PREPARED FOR Vanessa1

ON 2023/03/08 AT 23:45:29

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

PROPERTY DESCRIPTION: LT 444 PLAN 5475 S/T EB203678 ETOBICOKE , CITY OF TORONTOPROPERTY REMARKS:ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK 2300

PIN CREATION DATE:

1993/08/09

OWNERS' NAMES

THARMARATNAM, THARMASUTHAHARAN
THARMASUTHAHARAN, SUTHARJINY

CAPACITY SHARE

JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1993/08/09 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE" OF 1993/08/09					
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1993/07/13 **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 1993/08/09 **					
EB203678	1958/08/28	TRANSFER EASEMENT			BELL TELEPHONE CO. OF CANADA	C
EB216402	1959/06/12	AGREEMENT			TOWNSHIP OF ETOBICOKE	C
EB220328	1959/08/27	AGREEMENT				C
	REMARKS: CONSENT ATTACHED					
EB412063	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORT, CANADA	C
	REMARKS: AIRPORT ZONING REGULATION					
EB519925	1980/01/15	TRANSFER		*** COMPLETELY DELETED ***	BAVA, FRANK BAVA, TINA	
TB818092	1992/03/10	CHARGE		*** COMPLETELY DELETED ***		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
C876672	1994/02/01	NOTICE		*** COMPLETELY DELETED *** BAVA, FRANK BAVA, TINA	SEARCHFIELD, ROSIMA MARGARET SEARCHFIELD, ROSINA MARGARET	
		REMARKS: TB818092				
E12515	1996/06/20	TRANSFER		*** COMPLETELY DELETED *** BAVA, FRANK BAVA, TINA	ISLAMIC CO-OPERATIVE HOUSING CORPORATION LTD.	
E15540	1996/07/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** SEARCHFIELD, ROSINA MARGARET		
		REMARKS: RE: TB818092				
E317117	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		REMARKS: PEARSON AIRPORT ZONING REGULATION				
AT489162	2004/05/18	TRANSFER		*** COMPLETELY DELETED *** ISLAMIC CO-OPERATIVE HOUSING CORPORATION LTD.	SHOUKRY, HALAH	
AT489164	2004/05/18	TRANSFER		*** COMPLETELY DELETED *** SHOUKRY, HALAH	SHOUKRY, AHMED SHOUKRY, SOUD	
AT489165	2004/05/18	CHARGE		*** COMPLETELY DELETED *** SHOUKRY, AHMED SHOUKRY, SOUD	CITIZENS BANK OF CANADA	
AT1152163	2006/05/31	CHARGE		*** COMPLETELY DELETED *** SHOUKRY, AHMED SHOUKRY, SOUD	CITIZENS BANK OF CANADA	
AT2161534	2009/08/28	APL CH NAME OWNER		*** COMPLETELY DELETED *** SHOUKRY, SOUD	SHOUKRY, SOUAD	
AT2161542	2009/08/28	APL OF SURV-LAND		*** COMPLETELY DELETED *** SHOUKRY, AHMED	SHOUKRY, SOUAD	
AT2162586	2009/08/28	CHARGE		*** COMPLETELY DELETED *** SHOUKRY, SOUAD	ROYAL BANK OF CANADA	

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2538646	2010/10/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** CITIZENS BANK OF CANADA		
		REMARKS: AT489165.				
AT3873434	2015/05/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** CITIZENS BANK OF CANADA		
		REMARKS: AT1152163.				
AT3876670	2015/05/06	TRANSMISSION-LAND		*** COMPLETELY DELETED *** SHOUKRY, SOUAD	SHOUKRY, DOA AHMED SHOUKRY, SOUAD - ESTATE	
AT3876703	2015/05/06	TRANS PERSONAL REP	\$515,000	SHOUKRY, DOA AHMED	THARMARATNAM, THARMASUTHAHARAN THARMASUTHAHARAN, SUTHARJINY	C
AT3876704	2015/05/06	CHARGE	\$504,661	THARMARATNAM, THARMASUTHAHARAN THARMASUTHAHARAN, SUTHARJINY	FIRST NATIONAL FINANCIAL GP CORPORATION	C
AT3904955	2015/06/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: AT2162586.				
AT4499921	2017/03/01	CHARGE	\$50,000	THARMARATNAM, THARMASUTHAHARAN THARMASUTHAHARAN, SUTHARJINY	EVEREST FINANCE CORPORATION	C

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


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

EXHIBIT "E"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:


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Commissioner for Taking Affidavits

LAND
REGISTRY
OFFICE #33

08394-0360 (LT)

PAGE 1 OF 3

PREPARED FOR Vanessa1

ON 2023/03/13 AT 23:08:41

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

PROPERTY DESCRIPTION: PT LTS 2, 3, 4 & 8, PL 442(4TH), PT 3, 33R4046; LONDONPROPERTY REMARKS:ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1994/06/06

OWNERS' NAMES

MCCLEAN-TAMBORRO, NICHOLLE MICHELLE

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1994/06/06 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE"	OF 1994/06/06				
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1994/06/03 **				
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 1994/06/06 **					
33R4046	1979/10/15	PLAN REFERENCE				C
558949	1979/10/16	AGREEMENT			THE CORPORATION OF THE CITY OF LONDON	C
	REMARKS: SKETCH	ATTACHED				
810882	1988/08/15	TRANSFER		*** COMPLETELY DELETED ***	HUNTE, KEVIN RICHARD HUNTE, LINDA JEANETTE	
810883	1988/08/15	CHARGE		*** COMPLETELY DELETED ***	CANADA TRUSTCO MORTGAGE COMPANY	
ER154099	2002/04/24	CHARGE		*** COMPLETELY DELETED *** HUNTE, KEVIN RICHARD HUNTE, LINDA JEANETTE	THE TORONTO-DOMINION BANK	

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER205472	2003/02/04	TRANSFER		*** COMPLETELY DELETED *** HUNTE, KEVIN RICHARD HUNTE, LINDA JEANETTE	SLOTE-ANDERSON, KELLY JEAN	
ER205473	2003/02/04	CHARGE		*** COMPLETELY DELETED *** SLOTE-ANDERSON, KELLY JEAN	MAPLE TRUST COMPANY	
ER207641	2003/02/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: RE: ER154099				
ER209799	2003/03/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA TRUSTCO MORTGAGE COMPANY		
		REMARKS: RE: 810883				
ER341478	2005/02/15	TRANSFER	\$166,900	SLOTE-ANDERSON, KELLY JEAN	MCCLEAN-TAMBORRO, NICHOLLE MICHELLE	C
		REMARKS: PLANNING ACT STATEMENTS				
ER341479	2005/02/15	CHARGE		*** COMPLETELY DELETED *** MCCLEAN-TAMBORRO, NICHOLLE MICHELLE	FIRST NATIONAL FINANCIAL CORPORATION	
ER346772	2005/03/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** MAPLE TRUST COMPANY		
		REMARKS: RE: ER205473				
ER547424	2007/12/07	CHARGE		*** COMPLETELY DELETED *** MCCLEAN-TAMBORRO, NICHOLLE MICHELLE	AMS PROPERTIES INC.	
ER864832	2013/02/07	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: INCOME TAX ACT				
ER867817	2013/03/05	CHARGE		*** COMPLETELY DELETED *** MCCLEAN-TAMBORRO, NICHOLLE MICHELLE	HOME TRUST COMPANY	
ER867818	2013/03/05	CHARGE		*** COMPLETELY DELETED *** MCCLEAN-TAMBORRO, NICHOLLE MICHELLE	FIRST SWISS MORTGAGE CORP.	
ER867819	2013/03/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** MCCLEAN-TAMBORRO, NICHOLLE MICHELLE	FIRST SWISS MORTGAGE CORP.	
		REMARKS: ER867818				

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER868024	2013/03/06	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: ER864832.				
ER870302	2013/03/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** AMS PROPERTIES INC.		
		REMARKS: ER547424.				
ER893127	2013/08/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL CORPORATION		
		REMARKS: ER341479.				
ER1118782	2017/08/01	LR'S ORDER		LAND REGISTRAR, MIDDLESEX LAND REGISTRY OFFICE		C
		REMARKS: AMENDING THE PREFIX/SUFFIX FOR THE PLAN NUMBER IN THE PROPERTY DESCRIPTION				
ER1123027	2017/08/18	NO SEC INTEREST	\$12,400	2035881 ONTARIO INC.		C
		REMARKS: EXPIRY: AUGUST 18, 2022.				
ER1167138	2018/05/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
		REMARKS: ER867817.				
ER1168065	2018/05/04	CHARGE		*** COMPLETELY DELETED *** MCCLEAN-TAMBORRO, NICHOLLE MICHELLE	ROYAL BANK OF CANADA	
ER1177197	2018/06/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SWISS MORTGAGE CORP.		
		REMARKS: ER867818.				
ER1290663	2020/03/02	CHARGE	\$310,000	MCCLEAN-TAMBORRO, NICHOLLE MICHELLE	ROYAL BANK OF CANADA	C
ER1290664	2020/03/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: ER1168065.				

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

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

EXHIBIT "F"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:



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Commissioner for Taking Affidavits

LAND
REGISTRY
OFFICE #43

14235-0989 (LT)

PAGE 1 OF 5

PREPARED FOR Vanessa1

ON 2023/03/13 AT 22:30:13

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

PROPERTY DESCRIPTION: LOT 144, PLAN 43M1276, S/T RIGHT IN FAVOUR OF WEST MAYFIELD DEVELOPMENTS LTD., FOR THE LATER OF FIVE (5) YEARS FROM 98 02 26 OR THE ACCEPTANCE AND ASSUMPTION OF THE SERVICES CONSTRUCTED RESPECTING PL 43M1276, AS IN LT1809697.; CITY OF BRAMPTON

PROPERTY REMARKS:ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 14235-0020

PIN CREATION DATE:

1998/02/04

OWNERS' NAMES

BROWN, TERRAINE
REID, LAVERN

CAPACITY SHARE

TCOM
TCOM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/02/04						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/02/03 **						
43R16353	1988/12/02	PLAN REFERENCE				C
RO945982	1990/08/01	AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE CITY OF BRAMPTON	
43R20116	1993/11/04	PLAN REFERENCE				C
LT1749321	1997/08/01	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** WILSON, LORNE JAMES WILSON, JOANNE ELIZABETH	WEST MAYFIELD DEVELOPMENTS LTD.	
REMARKS: PLANNING ACT STATEMENTS						
LT1749322	1997/08/01	CHARGE		*** DELETED AGAINST THIS PROPERTY *** WEST MAYFIELD DEVELOPMENTS LTD.	WILSON, LORNE JAMES WILSON JOANNE ELIZABETH	
LT1749323	1997/08/01	CHARGE		*** DELETED AGAINST THIS PROPERTY *** WEST MAYFIELD DEVELOPMENTS LTD.	GERANIUM HOMES LIMITED	
LT1772548	1997/10/22	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** GERANIUM HOMES LIMITED	SUMMER VALLEY (BRAMPTON) LTD.	
REMARKS: LT1749323						
LT1801777	1998/01/29	CHARGE		*** DELETED AGAINST THIS PROPERTY *** WEST MAYFIELD DEVELOPMENTS LTD.	THE MUTUAL TRUST COMPANY	
LT1801778	1998/01/29	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				SUMMER VALLEY (BRAMPTON) LTD.	THE MUTUAL TRUST COMPANY	
				REMARKS: LT1749323 & LT1772548 TO LT1801777		
LT1801878	1998/01/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** TACC CONSTRUCTION LTD.		
43M1276	1998/01/30	PLAN SUBDIVISION				C
LT1802496	1998/01/30	PLAN DOCUMENT		*** DELETED AGAINST THIS PROPERTY *** WEST MAYFIELD DEVELOPMENTS LTD.		
				REMARKS: EXPIRED INTEREST DELETED 2020/09/15 JHOLT		
LT1802497	1998/01/30	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE CITY OF BRAMPTON		
				REMARKS: SUB AGT.- LTS 1 TO 195, BLKS 196 TO 200, 204 TO 209, 218, 220, 228 TO 232 ; TR EASE TO CITY- PT LTS 147, 148, 151 & 152 ; TR EASE TO REGION-BLK 215 ; TR TO CITY- BLKS 201 TO 209, 211 TO 217, 219, 221 TO 224		
LT1809320	1998/02/26	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** TACC CONSTRUCTION LTD.		
				REMARKS: DELETES LT1801878		
LT1809375	1998/02/26	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
				REMARKS: DELETES RO945982		
LT1809376	1998/02/26	NOTICE AGREEMENT		THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL		C
LT1809377	1998/02/26	POSTPONEMENT		*** COMPLETELY DELETED *** THE MUTUAL TRUST COMPANY	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	
				REMARKS: LT1749323 & LT1772548 TO LT1809376 CORRECTION: LT1801777 TO LT1809376 BY MICHEL COTE 98 02 26 DELETED FROM 14235-0902 BY L.OTTEN ON 2003/11/04. COMPLETELY DELETED BY J.LALONDE ON 2004/07/23 CORRECTIONS: 'PARTY: SUMMER VALLEY (BRAMPTON) LTD.' DELETED ON 1998/03/05 BY MICHEL COTE. 'PARTY: THE MUTUAL TRUST COMPANY' ADDED ON 1998/03/05 BY MICHEL COTE.		
LT1809378	1998/02/26	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** SUMMER VALLEY (BRAMPTON) LTD.	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	
				REMARKS: LT1749323 & LT1772548 TO LT1809376		
LT1809379	1998/02/26	POSTPONEMENT		*** COMPLETELY DELETED *** WILSON, LORNE JAMES	THE CORPORATION OF THE CITY OF BRAMPTON	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				REMARKS: LT1749322 TO LT1809376 DELETED BY C. DERUITER ON 2010/06/24 CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14235-0901 IN ERROR AND WAS RE-INSTATED ON 1999/09/21 BY LIGIA REIS.		
LT1809392	1998/02/26	APL ANNEX REST COV		WEST MAYFIELD DEVELOPMENTS LTD.	THE REGIONAL MUNICIPALITY OF PEEL	C
LT1809393	1998/02/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** SUMMER VALLEY (BRAMPTON) LTD.		
				REMARKS: RE: LT1749323		
LT1809697	1998/02/26	TRANSFER		*** COMPLETELY DELETED *** WEST MAYFIELD DEVELOPMENTS LTD.	SUMMER VALLEY (BRAMPTON) LTD.	
LT1809751	1998/02/26	CHARGE		*** COMPLETELY DELETED *** SUMMER VALLEY (BRAMPTON) LTD.	WEST MAYFIELD DEVELOPMENTS LTD.	
LT1809752	1998/02/26	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** WEST MAYFIELD DEVELOPMENTS LTD.	THE MUTUAL TRUST COMPANY	
				REMARKS: LT1809751		
LT1811057	1998/03/02	CHARGE		*** COMPLETELY DELETED *** SUMMER VALLEY (BRAMPTON) LTD.	THE MUTUAL TRUST COMPANY	
LT1856812	1998/08/14	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 1265653 ONTARIO LIMITED C.O.B. AA CEFAL MECHANICAL GROUP		
				REMARKS: DELETED FROM 14235-0902 BY L.OTTEN ON 2003/11/04. COMPLETELY DELETED BY JLALONDE ON 2004/08/25		
LT1860135	1998/08/25	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	1265653 ONTARIO LIMITED C.O.B. AS CEFAL MECHANICAL GROUP	
				REMARKS: RE: LT1856812		
PR49026	2001/02/23	DISCH PART CHARGE		*** COMPLETELY DELETED *** WILSON, LORNE JAMES WILSON JOANNE ELIZABETH		
				REMARKS: RE: LT1749322		
PR49027	2001/02/23	DISCH OF CHARGE		CLARICA TRUST COMPANY		C
				REMARKS: RE: LT1801777		
PR49028	2001/02/23	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CLARICA TRUST COMPANY	DI BATTISTA * GAMBIN DEVELOPMENTS LIMITED	
				REMARKS: LT1809751		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR49029	2001/02/23	DISCH OF CHARGE		DI BATTISTA * GAMBIN DEVELOPMENTS LIMITED		C
		REMARKS: RE: LT1809751				
PR118741	2001/08/03	DISCH PART CHARGE		*** COMPLETELY DELETED *** THE MUTUAL TRUST COMPANY		
		REMARKS: RE: LT1811057				
PR118742	2001/08/03	TRANSFER		*** COMPLETELY DELETED *** SUMMER VALLEY (BRAMPTON) LTD.	ANDRADE, MARIA LUCIA ANDRADE, JOSE	
PR118743	2001/08/03	CHARGE		*** COMPLETELY DELETED *** ANDRADE, MARIA LUCIA ANDRADE, JOSE	ROYAL BANK OF CANADA	
PR1134900	2006/09/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: RE: PR118743				
PR1758627	2010/01/04	CHARGE		*** COMPLETELY DELETED *** ANDRADE, JOSE ANDRADE, MARIA LUCIA	ROYAL BANK OF CANADA	
PR1851624	2010/06/30	TRANSFER	\$420,000	ANDRADE, JOSE ANDRADE, MARIA LUCIA	BROWN, TERRAINE REID, LAVERN	C
PR1851625	2010/06/30	CHARGE		*** COMPLETELY DELETED *** BROWN, TERRAINE REID, LAVERN	COMPUTERSHARE TRUST COMPANY OF CANADA	
PR1866280	2010/07/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: PR1758627.				
PR2191404	2012/05/08	CHARGE		*** COMPLETELY DELETED *** BROWN, TERRAINE REID, LAVERN	FIRST SWISS MORTGAGE CORP.	
PR2191405	2012/05/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** BROWN, TERRAINE REID, LAVERN	FIRST SWISS MORTGAGE CORP.	
		REMARKS: PR2191404.				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3331838	2018/06/05	CHARGE		*** COMPLETELY DELETED *** BROWN, TERRAINE REID, LAVERN	SECURE CAPITAL MIC INC.	
PR3496327	2019/06/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SWISS MORTGAGE CORP.		
		REMARKS: PR2191404.				
PR3497753	2019/06/26	CHARGE		*** COMPLETELY DELETED *** BROWN, TERRAINE REID, LAVERN	COMPUTERSHARE TRUST COMPANY OF CANADA	
PR3498096	2019/06/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** SECURE CAPITAL MIC INC.		
		REMARKS: PR3331838.				
PR3518775	2019/08/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		REMARKS: PR1851625.				
PR3861995	2021/06/30	CHARGE	\$432,000	BROWN, TERRAINE REID, LAVERN	FIRST NATIONAL FINANCIAL GP CORPORATION	C
PR3905604	2021/09/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		REMARKS: PR3497753.				

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


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

EXHIBIT "G"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:


36124C4218DD47C...

Commissioner for Taking Affidavits



LAND
REGISTRY
OFFICE #66

12765-0138 (LT)

PAGE 1 OF 4
PREPARED FOR Vanessa1
ON 2023/03/13 AT 22:44:31

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

PROPERTY DESCRIPTION: UNIT 4, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 1765 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLK B, PLAN M-1410 DESIGNATED AS PARTS 2, 3, & 4 PLAN 66R-22358.;S/T AND T/W AN EASE AS SET OUT IN SCHEDULE A OF THE DECLARATION AT-1125601.CITY OF TORONTO ; S/T AN EASEMENT IN FAVOUR OF ROGERS CABLE COMMUNICATIONS INC. AS IN AT1147769; S/T AN EASEMENT IN FAVOUR OF FUTUREWAY COMMUNICATIONS INC. AS IN AT1147771

PROPERTY REMARKS:ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 06000-0478

PIN CREATION DATE:

2006/05/12

OWNERS' NAMES

HE, XUE QIN

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2006/05/04 **						
A322820	1971/07/16	NOTICE				C
C514483	1988/10/26	NOTICE				C
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1988/10/25' TO '1988/10/26' ON 1995/12/11 BY HELEN DELINE.						
C754001	1992/01/08	APL (GENERAL)		T. EATON HOLDINGS LIMITED		C
REMARKS: RELEASE AND PARTIAL RELEASE OF RIGHTS OF WAY AS IN COURT ORDER ATTACHED						
C910276	1994/08/23	NOTICE		THE OMNI AT THE CITY CENTRE INC.	THE CORPORATION OF THE CITY OF SCARBOROUGH	C
REMARKS: C514483						
E129828	1997/11/20	NOTICE		THE OMNI AT THE CITY CENTRE INC.	THE CORPORATION OF THE CITY OF SCARBOROUGH	C
REMARKS: C514483 & C910276. I HEREBY AUTHORIZE THE LAND REGISTRAR TO DELETE THIS NOTICE WITHOUT NOTICE OR APPLICATION UPON THE DELETION OF C514483 AND C910276.						
E452428	2001/09/05	NOTICE AGREEMENT		THE OMNI AT THE CITY CENTRE INC.	CITY OF TORONTO	C
AT507115	2004/06/04	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 360 AT THE CITY CENTRE INC.	ROYAL BANK OF CANADA	
AT507116	2004/06/04	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** 360 AT THE CITY CENTRE INC.	ROYAL BANK OF CANADA	
REMARKS: RENTS AT507115 DELETED UNDER AT1179417						
AT507152	2004/06/04	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 360 AT THE CITY CENTRE INC.	ST. PAUL GUARANTEE INSURANCE COMPANY	
REMARKS: SHOULD BY AT507152 POSTONES AT507115 AND AT507116 THE MARK IS INAPPLICABLE.						
AT507206	2004/06/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ST. PAUL GUARANTEE INSURANCE COMPANY	ROYAL BANK OF CANADA	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: AT507152 POSTPONES AT507152 AND AT507116 SHOULD BE AT507152 POSTPONES AT507115 AND AT507116, AMENDED 2004-09-03 BY TERRY BULLERWELL						
AT1044329	2006/01/25	NOTICE	\$2	CITY OF TORONTO	360 AT THE CITY CENTRE INC.	C
AT1095477	2006/03/27	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROYAL BANK OF CANADA	CITY OF TORONTO	
REMARKS: AT507115 TO AT1095385						
AT1095478	2006/03/27	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ST. PAUL GUARANTEE INSURANCE COMPANY	CITY OF TORONTO	
REMARKS: AT507152 TO AT-1095385;						
TCP1765	2006/05/01	PLAN CONDOMINIUM				C
AT1125601	2006/05/01	DECLARATION CONDO		360 AT THE CITY CENTRE INC.	360 AT THE CITY CENTRE INC.	C
CORRECTIONS: 'PARTY' CHANGED FROM '360 AT THE CITY OF CENTRE INC.' TO '360 AT THE CITY CENTRE INC.' ON 2006/05/25 BY KARL WIERCINSKI. 'PARTY' CHANGED FROM '360 AT THE CITY OF CENTRE INC.' TO '360 AT THE CITY CENTRE INC.' ON 2006/05/25 BY KARL WIERCINSKI.						
AT1147765	2006/05/26	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO.1765		C
REMARKS: BY-LAW NO.1						
AT1147766	2006/05/26	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO.1765		C
REMARKS: BY-LAW NO.2						
AT1147767	2006/05/26	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO.1765		C
REMARKS: BY-LAW NO.3						
AT1147768	2006/05/26	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO.1765		C
REMARKS: BY-LAW NO.4						
AT1147769	2006/05/26	TRANSFER EASEMENT		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1765	ROGERS CABLE COMMUNICATIONS INC.	C
AT1147770	2006/05/26	POSTPONEMENT		*** COMPLETELY DELETED *** ST. PAUL GUARANTEE INSURANCE COMPANY	ROGERS CABLE COMMUNICATIONS INC.	
REMARKS: AT507152 TO AT1147769						
AT1147771	2006/05/26	TRANSFER EASEMENT		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1765	FUTUREWAY COMMUNICATIONS INC.	C
AT1147772	2006/05/26	POSTPONEMENT		*** COMPLETELY DELETED *** ST. PAUL GUARANTEE INSURANCE COMPANY	FUTUREWAY COMMUNICATIONS INC.	
REMARKS: AT507152 TO AT1147771						
AT1147773	2006/05/26	NOTICE AGREEMENT		360 AT THE CITY CENTRE INC.	CITY OF TORONTO	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1765	
				REMARKS: THIS NOTICE WILL BE EFFECTIVE FOR AN INDETERMINATE TIME		
AT1164559	2006/06/12	TRANSFER		*** COMPLETELY DELETED *** 360 AT THE CITY CENTRE INC.	SHAMS, YASMIN UL-HAQ, SHAMS	
AT1164560	2006/06/12	CHARGE		*** COMPLETELY DELETED *** SHAMS, YASMIN UL-HAQ, SHAMS	THE TORONTO-DOMINION BANK	
AT1179417	2006/06/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
				REMARKS: RE: AT507115		
AT1179467	2006/06/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ST. PAUL GUARANTEE INSURANCE COMPANY		
				REMARKS: RE: AT507152		
AT1799959	2008/06/06	TRANSFER		*** COMPLETELY DELETED *** SHAMS, YASMIN UL-HAQ, SHAMS	SHOKRALLA, SHADY	
AT1799960	2008/06/06	CHARGE		*** COMPLETELY DELETED *** SHOKRALLA, SHADY	THE TORONTO-DOMINION BANK	
AT1843702	2008/07/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: RE: AT1164560		
AT3348333	2013/07/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: AT1799960.		
AT3790633	2015/01/19	CHARGE		*** COMPLETELY DELETED *** SHOKRALLA, SHADY	THE TORONTO-DOMINION BANK	
AT3975088	2015/08/12	TRANSFER		*** COMPLETELY DELETED *** SHOKRALLA, SHADY	HENRY, DEANNE ALYCE	
AT3975089	2015/08/12	CHARGE		*** COMPLETELY DELETED *** HENRY, DEANNE ALYCE	MERIDIAN CREDIT UNION LIMITED	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4007786	2015/09/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: AT3790633.				
AT4411986	2016/11/25	NO CHNG ADDR CONDO		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1765		C
AT4467845	2017/01/24	NO CHNG ADDR CONDO		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1765		C
		REMARKS: 83 BOROUGH DR. SCARBOROUGH, ON M1P 5E4				
AT4653860	2017/08/14	CHARGE		*** COMPLETELY DELETED *** HENRY, DEANNE ALYCE	MERIDIAN CREDIT UNION LIMITED	
AT4660249	2017/08/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** MERIDIAN CREDIT UNION LIMITED		
		REMARKS: AT3975089.				
AT5086244	2019/02/28	CHARGE		*** COMPLETELY DELETED *** HENRY, DEANNE ALYCE	FIRST SWISS MORTGAGE CORP.	
AT5086245	2019/02/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HENRY, DEANNE ALYCE	FIRST SWISS MORTGAGE CORP.	
		REMARKS: AT5086244.				
AT5287972	2019/11/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SWISS MORTGAGE CORP.		
		REMARKS: AT5086244.				
AT5288020	2019/11/08	TRANSFER	\$406,880	HENRY, DEANNE ALYCE	HE, XUE QIN	C
AT5288021	2019/11/08	CHARGE		*** COMPLETELY DELETED *** HE, XUE QIN	HSBC BANK CANADA	
AT5315750	2019/12/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** MERIDIAN CREDIT UNION LIMITED		
		REMARKS: AT4653860.				
AT6246631	2022/12/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
		REMARKS: AT5288021.				

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


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

EXHIBIT "H"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:


36124C4218DD47C...

Commissioner for Taking Affidavits



LAND
REGISTRY
OFFICE #65

70012-2277 (LT)

PAGE 1 OF 3
PREPARED FOR Vanessa1
ON 2023/03/13 AT 22:48:50

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

PROPERTY DESCRIPTION: LOT 35, PLAN 65M3708, S/T EASE IN FAVOUR OF LT 34, PL 65M3708, OVER PT 36, PL 65R27266 AS IN YR553640. T/W EASE OVER PT LOT 36, PL 65M3708 PT 37, 65R27266 AS IN YR576481; S/T RT FOR A PERIOD OF 4 YRS. FROM 2004/12/13 OR THE PASSING BY VAUGHAN OF A BY-LAW TO ASSUME SUB. WORK WHICHEVER IS LATER AS IN YR576481.; CITY OF VAUGHAN

PROPERTY REMARKS:ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

RE-ENTRY FROM 03327-3693

PIN CREATION DATE:

2015/06/08

OWNERS' NAMES

ADAMS, CECILIA ANNAN

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/06/08 **						
LT1249444	1998/02/18	NOTICE AGREEMENT		VENTURON DEVELOPMENT (MAPLE) CORPORATION VENTURON DEVELOPMENT (JANE) CORPORATION	THE CORPORATION OF THE CITY OF VAUGHAN	C
		REMARKS: ALL PARTS VARIOUS LANDS				
YR380328	2003/10/29	NOTICE		HYDRO VAUGHAN DISTRIBUTION INC.	FOREST HILL HOMES (MAPLE) LTD.	C
YR380348	2003/10/29	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF VAUGHAN	FOREST HILL HOMES (MAPLE) LTD.	C
65M3708	2003/12/11	PLAN SUBDIVISION				C
YR402373	2003/12/11	PLAN DOCUMENT		FOREST HILL HOMES (MAPLE) LTD.		C
YR478454	2004/06/03	APL ANNEX REST COV		FOREST HILL HOMES (MAPLE) LTD.		C
		REMARKS: FOR 20 YRS FROM 2004/06/03				
65R27266	2004/07/21	PLAN REFERENCE				C
YR537216	2004/09/22	BYLAW		THE CORPORATION OF THE CITY OF VAUGHAN		C
		REMARKS: PART LOT CONTROL				
YR1924412	2012/12/13	TRANSFER	\$2	KUMI, FRANCIS ODURO, NOAH KINGSLEY	ADAMS, CECELIA ANNAN	C
YR1934936	2013/01/16	APL CH NAME OWNER		ADAMS, CECELIA ANNAN	ADAMS, CECILIA ANNAN	C
		REMARKS: YR1924412				
YR1934937	2013/01/16	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ADAMS, CECILIA ANNAN	THE EQUITABLE TRUST COMPANY	
YR1987692	2013/06/07	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ADAMS, CECILIA ANNAN	AMEYAW, ALEX	

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2435379	2016/02/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** AMEYAW, ALEX		
	REMARKS: YR1987692.					
YR2435380	2016/02/25	CHARGE		*** COMPLETELY DELETED *** ADAMS, CECILIA ANNAN	EQUITABLE BANK	
YR2449947	2016/03/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** EQUITABLE BANK		
	REMARKS: YR1934937.					
YR2633856	2017/03/02	CHARGE		*** COMPLETELY DELETED *** ADAMS, CECILIA ANNAN	THE BANK OF NOVA SCOTIA	
YR2656468	2017/04/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** EQUITABLE BANK		
	REMARKS: YR2435380.					
YR2671557	2017/05/19	NO SEC INTEREST		*** COMPLETELY DELETED *** ENERCARE HOME AND COMMERCIAL SERVICES INC.		
YR2804016	2018/03/12	CHARGE		*** COMPLETELY DELETED *** ADAMS, CECILIA ANNAN	FIRST SWISS MORTGAGE CORPORATION	
YR2804025	2018/03/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** ADAMS, CECILIA ANNAN	FIRST SWISS MORTGAGE CORPORATION	
	REMARKS: YR2804016.					
YR2928476	2019/02/08	CHARGE		*** COMPLETELY DELETED *** ADAMS, CECILIA ANNAN	HOME TRUST COMPANY	
YR2936951	2019/03/08	DISCHARGE INTEREST		*** COMPLETELY DELETED *** ENERCARE HOME AND COMMERCIAL SERVICES INC.		
	REMARKS: YR2671557.					
YR2948988	2019/04/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
	REMARKS: YR2633856.					
YR3065472	2020/02/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SWISS MORTGAGE CORPORATION		
	REMARKS: YR2804016.					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3065681	2020/02/07	CHARGE		*** COMPLETELY DELETED *** ADAMS, CECILIA ANNAN	ROYAL BANK OF CANADA	
YR3082967	2020/03/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
	REMARKS: YR2928476.					
YR3190613	2021/01/07	CHARGE	\$1,000,000	ADAMS, CECILIA ANNAN	ROYAL BANK OF CANADA	C
YR3197113	2021/01/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: YR3065681.					

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


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

EXHIBIT "I"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits



LAND
REGISTRY
OFFICE #65

03616-0112 (LT)

PAGE 1 OF 3
PREPARED FOR Vanessa1
ON 2023/03/13 AT 22:51:22

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

PROPERTY DESCRIPTION: PCL 113-1 SEC M81; LT 113 PL M81 ; NEWMARKET

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1997/11/17

OWNERS' NAMES

KESHTKAR, MOJTABA
SHAHBAZIJAFARI, LEILA
SHAHBAZIJAFARI, HASSAN

CAPACITY SHARE

JTEN 66.67% INT
JTEN 66.67% INT
TCOM 33.33% INT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/11/17 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/11/17**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/11/14 **</p>						
LT18050	1979/08/28	AGR SUBDIVISION			THE CORPORATION OF THE TOWN OF NEWMARKET	C
LT18051	1979/08/28	TRANSFER EASEMENT		*** COMPLETELY DELETED ***	THE CORPORATION OF THE TOWN OF NEWMARKET	
REMARKS: EXPIRES 1999/07/24 AMENDED 2000/11/28 BY DEB WALLEN, ADLR						
LT24275	1980/06/26	TRANSFER		*** COMPLETELY DELETED ***	HEARTY, GERALD HEARTY, GWENNETH	
LT1041716	1995/06/13	CHARGE		*** COMPLETELY DELETED ***	THE BANK OF NOVA SCOTIA	
REMARKS: \$50,000.00 UP TO A MAXIMUM						
YR2718374	2017/08/16	TRANSFER		*** COMPLETELY DELETED *** HEARTY, GERALD HEARTY, GWENNETH	PILUSO, NICHOLE	
YR2718375	2017/08/16	CHARGE		*** COMPLETELY DELETED *** PILUSO, NICHOLE	EQUITABLE BANK	
YR2718459	2017/08/16	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** PILUSO, NICHOLE	EQUITABLE BANK	
YR2719058	2017/08/17	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR, YORK REGION LAND REGISTRY OFFICE		
REMARKS: AMENDING PROPERTY DESCRIPTION.						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2757398	2017/11/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
		REMARKS: LT1041716.				
YR2920105	2019/01/16	CHARGE		*** COMPLETELY DELETED *** PILUSO, NICHOLE	ROYAL BANK OF CANADA	
YR2926498	2019/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** EQUITABLE BANK		
		REMARKS: YR2718375.				
YR2985398	2019/07/18	TRANSFER	\$800,000	PILUSO, NICHOLE	KESHTKAR, MOJTABA SHAHBAZIJAFARI, LEILA SHAHBAZIJAFARI, HASSAN	C
		REMARKS: PLANNING ACT STATEMENTS.				
YR2985399	2019/07/18	CHARGE		*** COMPLETELY DELETED *** KESHTKAR, MOJTABA SHAHBAZIJAFARI, LEILA SHAHBAZIJAFARI, HASSAN	ROYAL BANK OF CANADA	
YR2997975	2019/08/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: YR2920105.				
YR3000447	2019/08/27	CHARGE		*** COMPLETELY DELETED *** KESHTKAR, MOJTABA SHAHBAZIJAFARI, LEILA SHAHBAZIJAFARI, HASSAN	FIRST SWISS MORTGAGE CORP.	
YR3000448	2019/08/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** KESHTKAR, MOJTABA SHAHBAZIJAFARI, LEILA SHAHBAZIJAFARI, HASSAN	FIRST SWISS MORTGAGE CORP.	
		REMARKS: YR3000447.				
YR3279161	2021/07/08	CHARGE	\$900,000	KESHTKAR, MOJTABA SHAHBAZIJAFARI, HASSAN SHAHBAZIJAFARI, LEILA	CANADIAN IMPERIAL BANK OF COMMERCE	C
YR3279819	2021/07/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SWISS MORTGAGE CORP.		

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03616-0112 (LT)

PAGE 3 OF 3
PREPARED FOR Vanessa1
ON 2023/03/13 AT 22:51:22

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


REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: YR3000447.				
YR3331957	2021/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: YR2985399.				

EXHIBIT "J"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:


30124C4218DD47C...

Commissioner for Taking Affidavits



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Rose Baum	Account No.	FSM20120202001
8C-1 St. Thomas Street	Statement Date	December 20, 2019
Toronto, Ontario	Statement Period	December 1, 2019
M5S 3M5	Portfolio Balance	\$220,033.00
	Interest Paid in 2019	\$25,664.28

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 505615 21 Highwood Road, Brampton, On L6Z 4T7 13.99% June 1, 2018	\$34,650.00	\$336.53	\$0.00	\$336.53
Mortgage # 120218BA 136 Boom Road, Maple, On L6A 3X9 12.99% April 1, 2019	\$86,392.00	\$840.73	\$0.00	\$840.73
Mortgage # 081118RP 78 Lathbury Street, Brampton, On L7A 0R8 13.99% January 1, 2020	\$98,991.00	\$961.43	\$0.00	\$961.43
			GRAND TOTAL	\$2,138.69

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



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STATEMENT OF INVESTMENT INCOME

Daniel Baum, Shirley Sommerman, Eileen Sommerman
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5

Account No. FSM20120424001
 Statement Date December 20, 2019
 Statement Period December 1, 2019
 Portfolio Balance \$494,420.58
 Interest Paid in 2019 \$45,320.81

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 525641 2 Erie Avenue, London, On N6J 1J1 13.99% March 1, 2018	\$33,825.00	\$328.52	\$0.00	\$328.52
Mortgage # 528790 379 Rosegate Way, Oakville, On L6H 6M3 14.99% April 1, 2018	\$46,200.00	\$485.18	\$0.00	\$485.18
Mortgage # 549946 25 Silver Trail, Barrie, On L4N 2S2 14.24% April 1, 2016	\$14,848.65	\$147.15	\$0.00	\$147.15
Mortgage # 541395 118 Muskoka Road W., Port Carling, On P0B 1J0 7.99% October 1, 2020	\$150,419.58	\$863.62	\$290.18	\$1,153.80
Mortgage # 220518TT 57 Beaumonde Heights Drive, Toronto, On M9V 1V7 13.99% August 1, 2019	\$131,988.00	\$1,281.91	\$0.00	\$1,281.91
Mortgage # 060319SC 92 Blackthorn Drive, Vaughan, On L6A 3N5 13.99% April 1, 2020	\$76,993.00	\$747.78	\$0.00	\$747.78
Mortgage # 080419MK 974 Ferndale Crescent, Newmarket, On L3Y 6B7 13.99% September 1, 2020	\$40,146.35	\$389.92	\$0.00	\$389.92
			GRAND TOTAL	\$4,534.26

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STATEMENT OF INVESTMENT INCOME

Eileen Sommerman in Trust for Blanche Sommerman	Account No.	FSM20120815001
8C-1 St. Thomas Street	Statement Date	December 20, 2019
Toronto, Ontario	Statement Period	December 1, 2019
M5S 3M5	Portfolio Balance	\$149,520.43
	Interest Paid in 2019	\$12,334.25

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 525641 2 Erie Avenue, London, On N6J 1J1 13.99% March 1, 2018	\$11,275.00	\$109.51	\$0.00	\$109.51
Mortgage # 528790 379 Rosegate Way, Oakville, On L6H 6M3 14.99% April 1, 2018	\$15,400.00	\$161.73	\$0.00	\$161.73
Mortgage # 549946 25 Silver Trail, Barrie, On L4N 2S2 14.24% April 1, 2016	\$4,949.55	\$49.05	\$0.00	\$49.05
Mortgage # 541395 2712 118 Muskoka Road W., Port Carling, On P0B 1J0 7.99% Oct. 1, 2020	\$22,754.53	\$130.64	\$43.90	\$174.54
Mortgage # 290119DH 904 – 83 Borough Drive, Toronto, On M1P 5E5 13.99% Mar. 1, 2020	\$54,995.00	\$534.12	\$0.00	\$534.12
Mortgage # 080419MK 974 Ferndale Crescent, Newmarket, On L3Y 6B7 13.99% September 1, 2020	\$40,146.35	\$389.92	\$0.00	\$389.92
			GRAND TOTAL	\$1,418.87

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STATEMENT OF INVESTMENT INCOME

Rose Baum	Account No.	FSM20120202001
8C-1 St. Thomas Street	Statement Date	December 21, 2020
Toronto, Ontario	Statement Period	December 1, 2020
M5S 3M5	Portfolio Balance	\$220,033.00
	Interest Paid in 2020	\$25,664.28

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 505615 21 Highwood Road, Brampton, On L6Z 4T7 13.99% June 1, 2018	\$34,650.00	\$336.53	\$0.00	\$336.53
Mortgage # 120218BA 136 Boom Road, Maple, On L6A 3X9 12.99% April 1, 2019	\$86,392.00	\$840.73	\$0.00	\$840.73
Mortgage # 081118RP 78 Lathbury Street, Brampton, On L7A 0R8 13.99% January 1, 2021	\$98,991.00	\$961.43	\$0.00	\$961.43
			GRAND TOTAL	\$2,138.69

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



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STATEMENT OF INVESTMENT INCOME

Daniel Baum, Shirley Sommerman, Eileen Sommerman
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5

Account No. FSM20120424001
 Statement Date December 21, 2020
 Statement Period December 1, 2020
 Portfolio Balance \$490,786.50
 Interest Paid in 2020 \$50,796.06

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 525641 2 Erie Avenue, London, On N6J 1J1 13.99% March 1, 2018	\$33,825.00	\$328.52	\$0.00	\$328.52
Mortgage # 528790 379 Rosegate Way, Oakville, On L6H 6M3 14.99% April 1, 2018	\$46,200.00	\$485.18	\$0.00	\$485.18
Mortgage # 549946 25 Silver Trail, Barrie, On L4N 2S2 14.24% April 1, 2016	\$14,848.65	\$147.15	\$0.00	\$147.15
Mortgage # 541395 118 Muskoka Road W., Port Carling, On P0B 1J0 7.99% October 1, 2021	\$146,785.50	\$842.93	\$313.83	\$1,156.76
Mortgage # 220518TT 57 Beaumonde Heights Drive, Toronto, On M9V 1V7 13.99% August 1, 2019	\$131,988.00	\$1,281.91	\$0.00	\$1,281.91
Mortgage # 060319SC 92 Blackthorn Drive, Vaughan, On L6A 3N5 13.99% April 1, 2021	\$76,993.00	\$747.78	\$0.00	\$747.78
Mortgage # 080419MK 974 Ferndale Crescent, Newmarket, On L3Y 6B7 13.99% September 1, 2021	\$40,146.35	\$389.92	\$0.00	\$389.92
			GRAND TOTAL	\$4,537.22

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



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STATEMENT OF INVESTMENT INCOME

Eileen Sommerman in Trust for Blanche Sommerman
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5

Account No. FSM20120815001
 Statement Date December 21, 2020
 Statement Period December 1, 2020
 Portfolio Balance \$148,970.71
 Interest Paid in 2020 \$16,479.57

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 525641 2 Erie Avenue, London, On N6J 1J1 13.99% March 1, 2018	\$11,275.00	\$109.51	\$0.00	\$109.51
Mortgage # 528790 379 Rosegate Way, Oakville, On L6H 6M3 14.99% April 1, 2018	\$15,400.00	\$161.73	\$0.00	\$161.73
Mortgage # 549946 25 Silver Trail, Barrie, On L4N 2S2 14.24% April 1, 2016	\$4,949.55	\$49.05	\$0.00	\$49.05
Mortgage # 541395 2712 118 Muskoka Road W., Port Carling, On P0B 1J0 7.99% Oct. 1, 2021	\$22,204.81	\$127.51	\$47.47	\$174.98
Mortgage # 290119DH 904 – 83 Borough Drive, Toronto, On M1P 5E5 13.99% Mar. 1, 2020	\$54,995.00	\$534.12	\$0.00	\$534.12
Mortgage # 080419MK 974 Ferndale Crescent, Newmarket, On L3Y 6B7 13.99% September 1, 2021	\$40,146.35	\$389.92	\$0.00	\$389.92
			GRAND TOTAL	\$1,419.31

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STATEMENT OF INVESTMENT INCOME

Rose Baum	Account No.	FSM20120202001
8C-1 St. Thomas Street	Statement Date	December 20, 2021
Toronto, Ontario	Statement Period	December 1, 2021
M5S 3M5	Portfolio Balance	\$220,033.00
	Interest Paid in 2021	\$25,664.28

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 505615 21 Highwood Road, Brampton, On L6Z 4T7 13.99% June 1, 2018	\$34,650.00	\$336.53	\$0.00	\$336.53
Mortgage # 120218BA 136 Boom Road, Maple, On L6A 3X9 12.99% April 1, 2019	\$86,392.00	\$840.73	\$0.00	\$840.73
Mortgage # 081118RP 78 Lathbury Street, Brampton, On L7A 0R8 13.99% January 1, 2022	\$98,991.00	\$961.43	\$0.00	\$961.43
			GRAND TOTAL	\$2,138.69

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



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STATEMENT OF INVESTMENT INCOME

Daniel Baum, Shirley Sommerman, Eileen Sommerman
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5

Account No. FSM20120424001
 Statement Date December 20, 2021
 Statement Period December 1, 2021
 Portfolio Balance \$486,856.29
 Interest Paid in 2021 \$50,536.97

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 525641 2 Erie Avenue, London, On N6J 1J1 13.99% March 1, 2018	\$33,825.00	\$328.52	\$0.00	\$328.52
Mortgage # 528790 379 Rosegate Way, Oakville, On L6H 6M3 14.99% April 1, 2018	\$46,200.00	\$485.18	\$0.00	\$485.18
Mortgage # 549946 25 Silver Trail, Barrie, On L4N 2S2 14.24% April 1, 2016	\$14,848.65	\$147.15	\$0.00	\$147.15
Mortgage # 541395 118 Muskoka Road W., Port Carling, On P0B 1J0 7.99% October 1, 2022	\$142,855.29	\$820.55	\$339.41	\$1,159.96
Mortgage # 220518TT 57 Beaumonde Heights Drive, Toronto, On M9V 1V7 13.99% August 1, 2019	\$131,988.00	\$1,281.91	\$0.00	\$1,281.91
Mortgage # 060319SC 92 Blackthorn Drive, Vaughan, On L6A 3N5 13.99% April 1, 2022	\$76,993.00	\$747.78	\$0.00	\$747.78
Mortgage # 080419MK 974 Ferndale Crescent, Newmarket, On L3Y 6B7 13.99% September 1, 2021	\$40,146.35	\$389.92	\$0.00	\$389.92
			GRAND TOTAL	\$4,540.42

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



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STATEMENT OF INVESTMENT INCOME

Eileen Sommerman in Trust for Blanche Sommerman
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5

Account No. FSM20120815001
 Statement Date December 20, 2021
 Statement Period December 1, 2021
 Portfolio Balance \$148,376.17
 Interest Paid in 2021 \$16,440.38

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 525641 2 Erie Avenue, London, On N6J 1J1 13.99% March 1, 2018	\$11,275.00	\$109.51	\$0.00	\$109.51
Mortgage # 528790 379 Rosegate Way, Oakville, On L6H 6M3 14.99% April 1, 2018	\$15,400.00	\$161.73	\$0.00	\$161.73
Mortgage # 549946 25 Silver Trail, Barrie, On L4N 2S2 14.24% April 1, 2016	\$4,949.55	\$49.05	\$0.00	\$49.05
Mortgage # 541395 2712 118 Muskoka Road W., Port Carling, On P0B 1J0 7.99% Oct. 1, 2022	\$21,610.27	\$124.13	\$51.34	\$175.47
Mortgage # 290119DH 904 – 83 Borough Drive, Toronto, On M1P 5E5 13.99% Mar. 1, 2020	\$54,995.00	\$534.12	\$0.00	\$534.12
Mortgage # 080419MK 974 Ferndale Crescent, Newmarket, On L3Y 6B7 13.99% September 1, 2021	\$40,146.35	\$389.92	\$0.00	\$389.92
			GRAND TOTAL	\$1,419.80

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Rose Baum	Account No.	FSM20120202001
8C-1 St. Thomas Street	Statement Date	October 20, 2022
Toronto, Ontario	Statement Period	October 1, 2022
M5S 3M5	Portfolio Balance	\$220,033.00
	Interest Paid in 2022	\$21,386.90

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 505615 21 Highwood Road, Brampton, On L6Z 4T7 13.99% June 1, 2018	\$34,650.00	\$336.53	\$0.00	\$336.53
Mortgage # 120218BA 136 Boom Road, Maple, On L6A 3X9 12.99% April 1, 2019	\$86,392.00	\$840.73	\$0.00	\$840.73
Mortgage # 081118RP 78 Lathbury Street, Brampton, On L7A 0R8 13.99% January 1, 2022	\$98,991.00	\$961.43	\$0.00	\$961.43
			GRAND TOTAL	\$2,138.69

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



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 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Daniel Baum, Shirley Sommerman, Eileen Sommerman
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5

Account No. FSM20120424001
 Statement Date October 20, 2022
 Statement Period October 1, 2022
 Portfolio Balance \$483,337.51
 Interest Paid in 2022 \$41,901.03

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 525641 2 Erie Avenue, London, On N6J 1J1 13.99% March 1, 2018	\$33,825.00	\$328.52	\$0.00	\$328.52
Mortgage # 528790 379 Rosegate Way, Oakville, On L6H 6M3 14.99% April 1, 2018	\$46,200.00	\$485.18	\$0.00	\$485.18
Mortgage # 549946 25 Silver Trail, Barrie, On L4N 2S2 14.24% April 1, 2016	\$14,848.65	\$147.15	\$0.00	\$147.15
Mortgage # 541395 118 Muskoka Road W., Port Carling, On P0B 1J0 7.99% October 1, 2022	\$139,336.51	\$800.52	\$362.30	\$1,162.82
Mortgage # 220518TT 57 Beaumonde Heights Drive, Toronto, On M9V 1V7 13.99% August 1, 2019	\$131,988.00	\$1,281.91	\$0.00	\$1,281.91
Mortgage # 060319SC 92 Blackthorn Drive, Vaughan, On L6A 3N5 13.99% April 1, 2022	\$76,993.00	\$747.78	\$0.00	\$747.78
Mortgage # 080419MK 974 Ferndale Crescent, Newmarket, On L3Y 6B7 13.99% September 1, 2021	\$40,146.35	\$389.92	\$0.00	\$389.92
			GRAND TOTAL	\$4,543.28

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



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 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Eileen Sommerman in Trust for Blanche Sommerman
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5

Account No. FSM20120815001
 Statement Date October 20, 2022
 Statement Period October 1, 2022
 Portfolio Balance \$147,843.87
 Interest Paid in 2022 \$13,668.08

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 525641 2 Erie Avenue, London, On N6J 1J1 13.99% March 1, 2018	\$11,275.00	\$109.51	\$0.00	\$109.51
Mortgage # 528790 379 Rosegate Way, Oakville, On L6H 6M3 14.99% April 1, 2018	\$15,400.00	\$161.73	\$0.00	\$161.73
Mortgage # 549946 25 Silver Trail, Barrie, On L4N 2S2 14.24% April 1, 2016	\$4,949.55	\$49.05	\$0.00	\$49.05
Mortgage # 541395 2712 118 Muskoka Road W., Port Carling, On P0B 1J0 7.99% Oct. 1, 2022	\$21,077.97	\$121.10	\$54.81	\$175.91
Mortgage # 290119DH 904 - 83 Borough Drive, Toronto, On M1P 5E5 13.99% Mar. 1, 2020	\$54,995.00	\$534.12	\$0.00	\$534.12
Mortgage # 080419MK 974 Ferndale Crescent, Newmarket, On L3Y 6B7 13.99% September 1, 2021	\$40,146.35	\$389.92	\$0.00	\$389.92
			GRAND TOTAL	\$1,420.24


Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956

EXHIBIT "K"

referred to in the Affidavit of

ROSE BAUM

Affirmed March 15, 2023

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits

From: [adminfsm adminfsm](#)
Subject: Notice to Clients
Date: Thursday, March 9, 2023 11:40:54 PM

Dear Clients,

We are sending this notice to advise you of the following:

First Swiss Mortgage Corp currently experiencing operational and financial challenges that has limited its activities and liquidity. This event mainly was caused by substantial decrease of business volume and significant numbers and amounts of payout requests. Currently all payments and transactions are halted until further notice in order to sustain the platform.

Due to staff absences and shortage along with potential restructuring process we are unable to respond to your emails or calls promptly but we will respond when possible.

Please use the email address of this notice for your communications in order for them to be received.

We are continuing to work on this matter and will advise you when any update is available.

For all further inquiries regarding the insolvency and liquidation process please contact the legal counsel Mr. Robert Karrass at robert@karrasslaw.com

Regards,

First Swiss Mortgage Corp

Admin Team

=

**CHIEF EXECUTIVE OFFICER OF THE
FINANCIAL SERVICES REGULATORY
AUTHORITY OF ONTARIO**

-and-

FIRST SWISS MORTGAGE CORPORATION

Court File No.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**AFFIDAVIT OF ROSE BAUM
(AFFIRMED MARCH 15, 2023)**

STIKEMAN ELLIOTT LLP

Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street
Toronto, ON M5L 1B9

Maria Konyukhova (LSO#: 52880V)

Tel: (416) 869-5230

Email: mkonyukhova@stikeman.com

Aaron Kreaden (LSO#: 60157U)

Tel: (416) 869-5565

Email: akreaden@stikeman.com

Philip Yang (LSO#: 82084O)

Tel: (416) 869-5593

Email: pyang@stikeman.com

Lawyers for Daniel Baum, Rose Baum, and
Jared Green

Tab 4

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES REGULATORY AUTHORITY
OF ONTARIO**

Applicant

- and -

FIRST SWISS MORTGAGE CORPORATION

Respondent

**AFFIDAVIT OF DANIEL BAUM
(Affirmed March 15, 2023)**

I, **DANIEL BAUM**, of the City of Toronto, in the Province of Ontario, **AFFIRM
AND SAY:**

1. I am an individual residing in the City of Toronto. I am currently the head of an investment team for a division of Constellation Software Inc. Before that, I worked in various capacities in the financial sectors, including as a business analyst at McKinsey & Co from 2006 to 2008, an associate at Birch Hill Equity Partners from 2008-2011 and the managing partner of my own private equity firm from 2013 until 2018. Over the past decade or so, I have made several investments with First Swiss Mortgage Corporation ("**First Swiss**"), and also have knowledge of the investments in First Swiss that were made by my mother, Rose Baum, and my cousin, Jared Green. As such, I have personal knowledge of the matters to which I hereinafter depose, except where I make statements on the basis of information and belief, in which case I state the source of the information and believe it to be true.

2. In affirming this affidavit, I do not intend to and do not waive any privilege that otherwise applies.

BACKGROUND

Introduction to First Swiss

3. In 2008, I was an associate at Birch Hill Equity Partners Management Inc. ("**Birch Hill**"). During my time at Birch Hill, I had met Jane Knop, who, at the time, was employed by the Canadian Pension Plan Investment Board.

4. When I was applying to Harvard Business School in 2010, knowing that Ms. Knop had previously attended the school, I reached out to Ms. Knop to enquire more about her experience. In our discussions, she mentioned that she was working at First Swiss.

5. In or around February 2011, I met with Ms. Knop to discuss a potential investment opportunity through First Swiss. At that time, Ms. Knop was a managing director at First Swiss and was married to Reza Nezami, who she described to me as the other managing director and founder of First Swiss. All of my interactions with First Swiss were through Ms. Knop and the VP of Portfolio Management, Patrick Dookram.

6. Attached as **Exhibit "A"** is a copy of the corporate profile report for First Swiss retrieved on March 13, 2023, which indicates that First Swiss is incorporated under the laws of Canada with its registered head office located at 5700 Yonge Street, Suite 200, Toronto, Ontario, M2M 4K2.

7. Attached as **Exhibit "B"** are copies of printouts from the website of the Financial Services Regulatory Authority of Ontario ("**FSRA**") which indicates that First Swiss' business is regulated by FSRA, having both a mortgage administrator license (#11956) and mortgage brokerage license (#10550) with FSRA.

First Swiss' Representations

8. When meeting with Ms. Knop, I received a copy of a presentation providing an overview of investment opportunities with First Swiss (the "**First Swiss Overview Presentation**").

9. The First Swiss Overview Presentation stated, among other things:

- (a) investors may invest in mortgages directly such that they would have direct security to the home and borrower;

- (b) interest on the mortgages accrue at a rate of 12-17% per annum and were paid monthly to investors;
- (c) mortgages were typically for residential properties located in the Greater Toronto Area and matured after one year; and
- (d) in the event of a mortgage default (non-payment for 90 days or more), investors would be provided with the option to exchange the mortgage with a performing one.

10. Additionally, Ms. Knop advised that any mortgage investments through First Swiss would be either first-ranking or second-ranking charges against the subject property and that investors beneficially owned one hundred percent (100%) of the mortgages they invest in. In other words, investors would essentially be providing the mortgagee with a loan that would be secured against their property. The intention was for the loan to be repaid within a year plus the prescribed interest rate that would be payable monthly.

INVESTMENTS WITH FIRST SWISS

Past Mortgages

11. On April 18, 2011, I made my first investment in the principal amount of \$48,400 into a second-ranking mortgage against the property municipally known as 5030 Heatherleigh Avenue, Unit 25, Mississauga, Ontario (the "**Heatherleigh Mortgage**").

12. Pursuant to the terms of the mortgage loan servicing agreement and the trust and beneficial owner agreement dated April 18, 2011 (the "**Servicing and Beneficial Owner Agreements**"), I was the beneficial owner of the Heatherleigh Mortgage. These terms reflect First Swiss' representations that investors fully owned the mortgages which they invested in. Copies of the Servicing and Beneficial Owner Agreements are collectively attached as **Exhibit "C"**.

13. On September 19, 2011, I received a letter from First Swiss advising that the Heatherleigh Mortgage had been discharged and that I was entitled to the principal balance of \$48,400 plus my portion of the accrued interest from September 1, 2011 to September 19, 2011, being \$325.53. A copy of this letter is attached as **Exhibit "D"**.

14. After the Heatherleigh Mortgage was discharged, Mr. Dookram presented me with an opportunity to invest in a second-ranking mortgage against the property municipally known as 2 McCron Crescent, Barrie, Ontario (the "**McCron Property**").

15. On October 27, 2011, I entered into an addendum agreement to the Servicing and Beneficial Owner Agreements and directed First Swiss to reinvest the principal amount of \$46,400 received from the discharged Heatherleigh Mortgage into a second-ranking mortgage against the McCron Property (the "**McCron Mortgage**"). Pursuant to the addendum agreement, among other things, First Swiss assigned, transferred, and set over to me, as beneficial owner and assignee, all of First Swiss' right, title and interest as mortgagee in the McCron Mortgage. Copies of the addendum agreement and the direction are collectively attached as **Exhibit "E"**.

16. On November 2, 2012, I received a letter from First Swiss advising that the McCron Mortgage had been discharged and that I was entitled to \$46,749.04, representing the principal repayment plus accrued interest, less servicing fees. A copy of this letter is attached as **Exhibit "F"**.

17. Each time the mortgages that I invested in were purported to be discharged, I would receive discharge letters similar to the ones I received for the Heatherleigh Mortgage and the McCron Mortgage. I would then either direct First Swiss to use the proceeds for reinvestment into new mortgages or be paid the principal amount under the mortgage. I entered into similar addendums to the Servicing and Beneficial Owner Agreements for each new mortgage I invested in.

18. Over the course of July 2012 through September 2013, I invested in several other mortgages through First Swiss, which are briefly outlined below:

- (a) In or around June 2012, a second-ranking mortgage in the amount of \$59,890 registered against title to the property municipally known as 49 Givon Street, Vaughan, Ontario;
- (b) In or around October 2012, a second-ranking mortgage in the amount of \$41,500 registered against title to the property municipally known as 64 Luella Crescent, Brampton, Ontario;

- (c) In or around October 2012, a second-ranking mortgage in the amount of \$42,375 registered against title to the property municipally known as 30 Needlewood Lane, Brampton, Ontario;
- (d) In or around March 2013, a second-ranking mortgage in the amount of \$66,000 registered against title to the property municipally known as 12 Finchley Drive, Ottawa, Ontario;
- (e) In or around May 2013, a second-ranking mortgage in the amount of \$39,600 registered against title to the property municipally known as 385 Mill Street, Kitchener, Ontario (the "**Mill Street Mortgage**"); and
- (f) In or around September 2013, a second-ranking mortgage in the amount of \$55,000 registered against title to the property municipally known as 55 Beaverbrook Crescent, Vaughan, Ontario.

19. When each of the above-referenced mortgages were purported to be discharged, I either re-invested into a new mortgage or chose to have the principal returned to me. With the Mill Street Mortgage proceeds, I reinvested \$36,296.70 into the Oxford Mortgage (as defined below).

Active Mortgage

20. On December 30, 2013, I directed First Swiss to use the principal amount of \$36,296.70 received from the discharge of the Mill Street Mortgage to purchase the second-ranking mortgage against the property municipally known as 114-1100 Oxford Street, Oshawa, Ontario (the "**Oxford Mortgage**").

21. Pursuant to the terms of the addendum agreement, the Oxford Mortgage has a stated maturity date of January 1, 2015. I was advised by Mr. Dookram that the Oxford Mortgage has been renewing every year. However, I have never received a renewal letter. A copy of the addendum agreement in respect of the Oxford Mortgage is attached as **Exhibit "G"**.

22. The Oxford Mortgage is the only active mortgage investment that I beneficially own through First Swiss.

Ms. Baum and Mr. Green's Investments with First Swiss

23. Shortly after I began investing in mortgages through First Swiss, I introduced my mother, Rose Baum, to Mr. Dookram and Ms. Knop. I am advised by my mother and believe that she made her first investment with First Swiss in or around March 2012, and that she has made several investments (approximately thirty-one (31)) over the course of March 2012 through August 2019. Further, I am advised by my mother and believe that, as at today's date, she has eleven (11) active mortgage investments through First Swiss with approximately the principal amount of \$851,214.25 outstanding in respect of same.

24. In or around September 2018, I introduced my cousin, Jared Green, to Mr. Dookram. I am advised by Jared and believe that he made his first investment with First Swiss in or around February 2019. Further, I am advised by Jared and believe that he has three (3) active mortgage investments through First Swiss with approximately the principal amount of \$289,473.50 outstanding in respect of same.

FIRST SWISS HALTS ALL PAYMENTS AND DISCOVERY OF MISREPRESENTATIONS

First Swiss Fails to Make Required Interest Payments

25. On or around March 7, 2023, Jared reached out to me and advised me that he requested First Swiss to repay the principal amount due and payable under one of his mortgages that had matured, but that Mr. Dookram had been evasive and difficult to contact. Additionally, Jared had not received his required monthly interest payment from First Swiss in respect of his active mortgage investments for the month of January 2023, which were due to be paid in February 2023.

26. After my conversation with Jared, I noticed that I had also not received my scheduled monthly interest payment for January 2023 from First Swiss. I spoke with my mother shortly thereafter, who also advised that she had not received same from First Swiss.

Oxford Mortgage Discharged Without Repayment

27. As Jared advised me that he was unable to recuperate the principal amount under one of his mortgages which had matured and none of us having received any interest payments for January 2023, I became concerned that something was amiss. Accordingly, on March 9, 2023, I

instructed my legal counsel to pull the parcel register for the property secured by the Oxford Mortgage (the "**Oxford Parcel Register**").

28. Pursuant to the Oxford Parcel Register, the Oxford Mortgage had been discharged on June 19, 2019. A copy of the Oxford Parcel Register is attached hereto as **Exhibit "H"**.

29. First Swiss has never provided me with notice that the Oxford Mortgage was discharged, and I was never repaid the principal amount under the Oxford Mortgage. Rather, on January 28, 2023, Mr. Dookram wrote in response to my enquiry on whether there was a term for the Oxford Mortgage and stated that the "Mortgage is maturing on Jan. 1, 2024. If you need to get out of it before then, give me a few months notice and I will try to accommodate." A copy of this correspondence is attached hereto as **Exhibit "I"**.

30. Further, the account statements for December 2019, 2020, 2021, and 2022 provided by First Swiss (the "**2019-2022 December Account Statements**") showed that the Oxford Mortgage remained in place, even though it was discharged on June 19, 2019. I continued to receive the monthly interest payments in respect of the Oxford Mortgage up until December 2022. Copies of the 2019-2022 December Account Statements are collectively attached hereto as **Exhibit "J"**.

31. I am advised by Jared and my mother and believe that they have also discovered similar issues with First Swiss: certain of their mortgage investments were also previously discharged without any notice being given to them and no repayment of the principal amount under the subject mortgages being discharged.

32. I am also advised by Jared and my mother and verily believe that they have also discovered certain of their mortgage investments were never registered on title against the properties, contrary to the express representations of First Swiss that these mortgages existed and were registered on title.

33. A central premise of my investments with First Swiss is that they would be secured by a charge. If and when the charge was discharged, my principal was to be returned. The fact that mortgages were discharged without notice to me and without repayment of the funds I advanced is very concerning. I also do not know on what basis I (or my mother or Jared for that matter) was receiving interest payments when the mortgage had been discharged previously.

First Swiss Halts All Payments Without any Cogent Explanation

34. I am advised by my mother and believe that she contacted Mr. Dookram on or around March 9, 2023, who responded by asking my mother if she had received “the memo” from First Swiss and that he was no longer with First Swiss.

35. Also on March 9, 2023, I contacted the founder of First Swiss, Mr. Nezami directly, to enquire as on the status of the overdue interest payment for January 2023. In response on the same date, Mr. Nezami advised that a notice (the “**Notice**”) regarding First Swiss had been sent out and that he would have it re-sent to me. A copy of the email chain between myself and Mr. Nezami dated March 9, 2023 is attached as **Exhibit “K”**. I checked my email and confirm that the Notice was never previously sent to me.

36. Within minutes after my correspondence with Mr. Nezami, I received the Notice which stated, among other things, that all payments and transactions were halted until further notice, First Swiss was unable to respond to emails or calls in a prompt manner due to a potential restructuring process, and to contact its legal counsel for further information regarding the insolvency and liquidation process. A copy of the Notice is attached hereto as **Exhibit “L”**.

37. I am advised by my mother and Jared and believe that they had also received the Notice for the first time at approximately the same time that I did.

38. On March 10, 2023, I emailed First Swiss’ legal counsel (who had been identified on the Notice), Robert Karrass, for further information regarding the insolvency and liquidation process. In response, Mr. Karrass advised that First Swiss was in the early stages of filing for bankruptcy and that no additional information was available at that time. A copy of the email chain between myself and Mr. Karrass is attached as **Exhibit “M”**.

39. On March 13, 2023, my mother, Jared, and I retained, Stikeman Elliott LP (“**Stikeman**”). When Stikeman contacted counsel for First Swiss, he acknowledged that they had “significant concerns” regarding the conduct of First Swiss’ VP of Portfolio Management. A copy of this email chain is attached as **Exhibit “N”**.

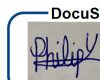
40. On March 14, 2023, in response to Rose’s, Jared’s, and my advice that we were prepared to move to appoint a receiver over the property of First Swiss in short order, counsel

for First Swiss advised that First Swiss was “in the process of communicating with FSRA to have them engage in an investigation and likely to appoint a receiver.” A copy of this email is attached hereto **Exhibit “O”**.

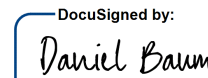
APPOINTMENT OF KSV AS RECEIVER OF FIRST SWISS IS NECESSARY, JUST, AND APPROPRIATE

41. Upon learning that the mortgages that were intended to secure Jared’s, my mother’s and my investments had been discharged without notice to us and that we were no longer being paid interest, I had significant concerns about the possibility for wrongdoing. Those concerns were only amplified by the confirmation provided by First Swiss’ counsel that it too suspects wrongdoing. While First Swiss’ counsel indicates that they have identified the source of the problem in the VP of Portfolio Management, I am not aware of the basis for that view, or how it is possible that others involved in First Swiss, especially the Managing Director and Founder, were not aware that numerous mortgages appeared to have been discharged without accounting for the funds to investors. I note that, in many cases, these mortgages appeared to have been discharged several years ago. Given the red flags, lack of information, and unanswered questions, I am hopeful that a Receiver will provide the most commercially reasonable, efficient, and practical method to identify the extent of the wrongdoing and protect what is left of my family’s investments. Without an order immediately appointing the Receiver, Rose’s, Jared’s, and my funds may continue to be misappropriated, and certain mortgages may be discharged without repayment back to Rose, Jared, myself, or other investors with a beneficial interests in their mortgages.

AFFIRMED remotely via videoconference, by Daniel Baum, stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in Province of Ontario, this 15 day of March, 2023, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely.*

DocuSigned by:

3012401218DD47C...

Commissioner for Taking Affidavits, etc.
PHILIP YANG

DocuSigned by:

630DC3C3042E4EC...

DANIEL BAUM

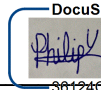
EXHIBIT "A"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:



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Commissioner for Taking Affidavits




Government
of Canada

Gouvernement
du Canada

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Federal Corporation Information - 628571-6

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

628571-6

Business Number (BN)

850525676RC0001

Corporate Name

First Swiss Mortgage Corp.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2004-09-16

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

Registered Office Address

5700 YONGE STREET
SUITE 200

TORONTO ON M2M 4K2
Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 50

REZA NEZAMI-NIA
31, PLATINUM AVE.
RICHMOND HILL ON L4E 4C7
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

09-16

Date of Last Annual Meeting

2022-10-17

Annual Filing Period (MM-DD)

09-16 to 11-15

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2023 - Not due

2022 - Filed

2021 - Filed

Corporate History

Corporate Name History

2004-09-16 to Present

First Swiss Mortgage Corp.

Certificates and Filings

Certificate of Incorporation

2004-09-16

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[Start New Search](#)

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Date Modified:


2023-02-10

EXHIBIT "B"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:

36424C4218DD47C...

Commissioner for Taking Affidavits



First Swiss Mortgage Corp. operating as First Swiss Asset Management

Mortgage Brokerage Licence Information:	
Licence #:	10550
Contact Information:	5775 Yonge Street, Suite 525 Toronto ON M2M4J1
Telephone:	416-227-2000
Principal Broker:	NEZAMI-NIA, REZA
Status:	Licensed
Inactive Date:	

FSRA is actively working on upgrading our systems. Our goal is to improve your overall experience with FSRA. This will take time and we appreciate your patience. As we continue to transform our digital presence, you will begin to see improvements and enhancements starting with re-branding our systems to FSRA.

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Information is current as of: March 15, 2023

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First Swiss Mortgage Corp. operating as First Swiss Asset Management

Mortgage Administrator Licence Information:	
Licence #:	11956
Contact Information:	5775 Yonge Street, Suite 525 Toronto ON M2M4J1
Telephone:	416-227-2000
Contact:	TROUNEV, Eugene
Status:	Licensed
Inactive Date:	

FSRA is actively working on upgrading our systems. Our goal is to improve your overall experience with FSRA. This will take time and we appreciate your patience. As we continue to transform our digital presence, you will begin to see improvements and enhancements starting with re-branding our systems to FSRA.

You may print this page provided you do not modify its contents.

Information is current as of: March 15, 2023

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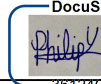
EXHIBIT "C"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:

A blue DocuSigned signature box containing a handwritten signature in blue ink that appears to read "Philip".

36124C4218DD47C...

Commissioner for Taking Affidavits

Trust and Beneficial Owner Agreement (Mortgages)

This Agreement is made as of April 18, 2011

Between:

First Swiss Mortgage Corp. (the "Trustee")

- and -

Daniel Baum (the "Beneficial Owner")

Whereas:

- A. The Trustee is the registered holder of a number of one or more second mortgage loans as detailed on Schedule "A" annexed hereto (the "Mortgages").
- B. The Trustee and the Beneficial Owner have entered into an agreement whereby the Beneficial Owner has acquired, or has agreed to acquire, the Trustee's interest in the Mortgages as of the date or dates detailed on Schedule "A" as the acquisition date.
- C. The Trustee has agreed to manage and administer the Mortgages on behalf of and for the benefit of the Beneficial Owner.
- D. The Beneficial Owner is the actual beneficial owner of the Mortgages from the time of acquisition thereof and is entitled to all rights, privileges and advantages to be derived there from.

NOW THEREFORE for the sum of Two Dollars (\$2.00) and other good and valuable consideration, now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

- 1. The Trustee hereby declares that each of the Mortgages is held in trust by the Trustee as nominee and bare trustee for the sole use, benefit and advantage of the Beneficial Owner from the time of acquisition thereof by the Beneficial Owner.
- 2. The Trustee will, at the request and cost of the Beneficial Owner, transfer or assign each of the Mortgages to the Beneficial Owner at such time or times and in such manner, or otherwise deal with the Mortgages as the Beneficial Owner shall direct or appoint, and will at all times execute and do all such documents and things as may be necessary to procure the appropriate registrations or entries in the register of title to the real properties affected by the Mortgages to give effect to such transfer or assignment or if so required to protect the interest of the Beneficial Owner.
- 3. The Trustee and Beneficial Owner hereby declare that unless specifically agreed otherwise by the parties the principal balance and any income derived from the Mortgages received by the Trustee shall be held in trust for the Beneficial Owner and that all expenditures incurred in respect of the Mortgages shall be borne by the Beneficial Owner.

4. The Beneficial Owner hereby covenants with the Trustee to indemnify and hold harmless the Trustee, its successors, assigns, heirs and executors and will at all times keep the Trustee indemnified against all costs, damages, expenses, claims, proceedings and demands in respect of the Mortgages and any dealing therewith authorized by it.
5. The Trustee shall not be required to incur any expenditure in respect of any Mortgage except in so far as monies in respect thereof shall have been provided by the Beneficial Owner for that purpose by way of advanced funds or other arrangement.
6. The Beneficial Owner hereby ratifies, confirms and authorizes the acquisition, preparation or execution by the Trustee or any borrower or guarantor, of any and all documents or instruments which have heretofore or may hereafter be provided relating to any of the Mortgages including, without limitation, credit information, mortgage appraisals, approvals or commitments, collateral security for any of the Mortgages, identification or pre-authorized payment agreements, all of which are available to the Beneficial Owner for review.
7. The Trustee and Beneficial Owner shall, from time to time, promptly take such action and execute and deliver such further documents as may be reasonably necessary or appropriate to give effect to the provisions and the intent of this Trust Agreement.
8. In this agreement words importing the singular include the plural and vice versa and words importing gender include all genders.
9. This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. No amendment of this agreement shall be binding unless in writing and signed by the parties.

The parties have executed this agreement as of the date first written above.

FIRST SWISS MORTGAGE CORP. (Trustee)

per: _____
We have authority to bind the corporation

per: _____
We have authority to bind the corporation

DANIEL BAUM (Beneficial Owner)

Witness

Schedule A. - (This Schedule is an integral part of this agreement)

Mortgages

1. Mortgage account number:	69858
Borrower(s) full names:	Mukkarm Khalid Minhas Iffat Minhas
Property address:	5030 Heatherleigh Avenue, Unit 25 Mississauga, Ontario L5V 2G7
Mortgage amount:	\$48,400
Maturity date:	April 1, 2012
Interest rate:	16%

2. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	

3. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	

4. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	



5700 Yonge St. Suite 200
Toronto, ON M2M 4K2
Tel: (416) 227-2000
Fax: (416) 227-2008

Lic10550/11956

MORTGAGE LOAN SERVICING AGREEMENT

Whereas:

- A. First Swiss Mortgage Corp. ("Servicer") is licensed by the Province of Ontario, Canada as a Lender and Mortgage Administrator under Licenses # 10550 and 11956.
- B. The parties signing this Agreement as owner (described individually as an "Owner" and collectively as the "Owners") are the beneficial owners of certain mortgage loans, the details of which are set out on Schedule "A" hereto (described individually as a "Loan" and collectively as the "Loans").
- C. The Owners derive their beneficial ownership of Loans by the terms of a Trust Agreement, dated as of the date of this indenture, between the Servicer as Bare Trustee and the Owners as Beneficiary under which the Servicer has no fiduciary or operational obligations or responsibilities and only hold the Loans in trust for the Owners as directed by them.
- D. The Owners seek to enter this Agreement to create the servicing obligations by which the Servicer will act on behalf of the Owners in the capacity as manager and administrator of the Loans, on the terms hereinafter set out.
- E. For the purposes of this Agreement and the determination of any matter requiring a consent, approval or decision of the Owners ("Instruction") in respect of any Loan or Loans, a "Majority" means any combination of Owners owning greater than fifty (50%) per cent of the aggregate principal balance outstanding of the Loan or Loans on the date the Instruction is requested by the Servicer in writing.

Now therefore, in consideration of the sum of Two (\$2.00) Dollars and other good and valuable consideration, the sufficiency and receipt of which of which is acknowledged by each of the parties, the parties hereto agree one with each of the others as follows:

1. Scope.

The Owners hereby engage the Servicer to manage and administer the Loans. The scope of such engagement includes:

- (a) collecting all scheduled payments on the Loans;
- (b) reporting and accounting on all required financial aspects of the Loans;
- (c) protecting the security for the Loans;
- (d) consulting with the Owners and seeking Instruction from the Majority, as required on the Loans on non-routine collection matters; and

2. Term and Termination.

- (i) This Agreement shall commence on the first day of the month next ensuing after:
 - (a) all the Owners have signed this Agreement
 - (b) all the details of the Loans have been completed in full on Schedule "A" and
 - (c) all documents Servicer requires from the Owners to administer the Loans have been provided.

- (ii) This Agreement shall terminate, in respect of any Loan, on the occurrence of any of the following events:
 - (a) re-payment in full of the Loan and registration of a discharge of the Loan;
 - (b) thirty (30) days written notice by Servicer provided to the Owners terminating the engagement;
 - (c) subject to paragraph 7 below, the registration or transfer of titled interest to the Owners, by way of foreclosure, in the property that is security for any Loan;
 - (d) exercise by the Owners of the termination right set out in paragraph 6 herein; and
 - (e) exercise by the Owners of the 'Default Option' as hereinafter described.

Forthwith following the termination of the Servicer's engagement in respect to a Loan, Servicer shall deliver to the Owners all funds held by Servicer to be paid to the Owners, together with an appropriate accounting and all necessary documentation, after deducting or withholding all amounts owed to Servicer for outstanding servicing fees and Reimbursable Expenses (as hereinafter defined in paragraph 4). The Owners shall immediately pay the Servicer any balance of monies due to the Servicer.

3. Specific Loan Servicing Functions.

The Servicer shall comply in all respects with the laws of the governing jurisdiction in the administration of the Loans and the Servicer shall, where required in respect of any Loan:

- (a) issue statements to the borrower;
- (b) issue payout demands, beneficiary statements and mortgage ratings;
- (c) demand, receive and collect all Loan payments, deposit them by the next business day into Servicer's trust account and pay amounts owed to the Owners within 25 days of receipt;
- (d) issue annual statements to the borrower and Owners;
- (e) respond to borrower inquiries, demands and requests;
- (f) grant appropriate payment deferrals, but not of the maturity of any Loan unless approved the Owner, or a Majority where required;
- (g) ensure the continued coverage of property insurance and monitor any claims affecting an Owner's interest in the security for any Loan;
- (h) receive default notices in respect to priority claims or encumbrances;
- (i) receive notices of property tax delinquencies;

- (j) execute and deliver on the Owners' behalf any documents required to exercise any rights or duties which an Owner may have under any Loan or Deed of Trust, including, but not limited to, substitution of trustee, request for full or partial reconveyance, payoff demands, beneficiary statements, declarations and notices of default, instructions to a Trustee (appointed or substituted) of any Deed of Trust;
- (k) upon receiving the Instruction of an Owner or a Majority, where required, initiate and direct judicial or non-judicial enforcement proceedings in respect of any Loan. The Servicer shall promptly communicate to the Owners any material information about collection proceedings concerning a Loan.

4. Fees, Expenditures, Disbursements and Protective Advances.

Each Owner hereby irrevocably authorizes and directs Servicer:

- (a) to use all prudent efforts and practices to protect the Owners' interests in the Loans as Servicer deems expedient and proper;
- (b) to retain, instruct, authorize or direct third parties or outside services such as, but not limited to, contractors, appraisers, realtors, lawyers or foreclosure companies to further evaluate, protect and preserve the Owners' interests and Owners agree to co-operate with any such third party;
- (c) to conduct any investigative work, settlement negotiations, mediation or arbitration applications or proceedings or court actions as Servicer may, in its sole and unfettered discretion, deem appropriate or advisable;
- (d) to make such advances as are necessary and prudent in Servicer's absolute discretion to protect Owners' interests in the Loans, including advancing its own funds to pay priority claims, property or title insurance, power of sale, foreclosure or other collection expenses, repair maintenance and management fees and expenses, commissions and advertising, litigation expenses and similar items, but not Loan payments.

All fees, costs, advances and expenses incurred by the Servicer in exercising its authority set out in this paragraph and throughout this Agreement ("Reimbursable Expenses") are subject to reimbursement to the Servicer on demand, with interest at the Loan rate from the date any payment is made. Servicer shall be repaid its Reimbursable Expenses within 10 days after written demand is provided to the Owners specifying the percentage share for which each Owner is responsible. The Servicer may, at its discretion, be repaid for any Reimbursable Expenses by set-off from Loan payments as they are received, until the Reimbursable Expenses are repaid in full. To secure the obligation to repay any Reimbursable Expenses, the Owners hereby irrevocably assign to the Servicer such portion of the Loan payments received as are required to pay the Reimbursable Expenses outstanding from time to time.

The Servicer may produce a copy of this Agreement as evidence of the authority granted herein.

5. Loan Documents.

Servicer shall hold, on behalf of the Owners, all documents and files pertaining to the Loans.

6. Servicing Fee, Compensation.

The Servicer shall be paid a fee ("servicing fee") for providing the services set out in this Agreement, which servicing fee shall be paid and satisfied by apportioning the interest payable in respect of each Loan. The servicing fee shall be an amount equal to two percentage points of the annual interest payable in respect of any Loan. (By way of example, the servicing fee apportionment of the interest payable on a Loan with an annual interest rate of 15.00% is 2.00% per annum and the Owners' share of the interest payable will be the remaining 13.00% per annum). The servicing fee shall be calculated and payable monthly as a deduction from the monthly payment received under any Loan before payment or deposit of any amount owed to the Owners. No principal portion of an amortized monthly payment shall be included in the calculation of the servicing fee.

All other amounts chargeable or received by Servicer as fees for such items as beneficiary statements, demands, late charges, prepayment penalties, early closure fees, wiring fees, overnight charges, NSF fees, renewal fees, re-conveyance fees, advancing fees, bankruptcy administration fees or any fees charged by Servicer are all deemed earned by the Servicer as compensation for services rendered by Servicer in addition to the servicing fee and shall not be set-off against, deducted from or reduce the servicing fee to which the Servicer is entitled.

The servicing fee for any Loan is subject to change by the Servicer upon 30 days prior written notice to the Owners. Upon receipt of a notice of a change in the servicing fee for any Loan, an Owner, or a Majority, where required, may, by notice in writing delivered to the Servicer within the 30 day notice period, terminate this Agreement in respect to that Loan or Loans for which the Servicer seeks to change the servicing fee.

Notwithstanding anything contained in this Agreement to the contrary and notwithstanding the termination of this Agreement respect to any Loan, the Servicer shall be deemed to have earned and shall be paid a minimum of three (3) months of servicing fees for each Loan that forms part of this Agreement from time to time. In the event of the termination of this Agreement by the Owners in respect of any Loan in accordance with this paragraph, the Owners shall pay the Servicer a fifty (\$50.00) dollar cancellation fee for each such Loan affected thereby. This cancellation fee shall be in addition to the servicing fees paid, payable or deemed payable for each Loan.

7. Real Estate Owned.

The Owners agree that the Servicer is appointed as sales representative for the Owners to liquidate any real estate acquired by the Owners by way of foreclosure proceedings under any Loan. All servicing fees payable prior to the acquisition of title by an Owner by way of foreclosure shall continue to be payable until title is acquired. The parties shall use their best efforts to negotiate a management agreement in respect to the administration and management of

any such property until its transfer to an arm's length third party purchaser. The terms of the management agreement shall provide for commercially reasonable fees for services arranged or provided by the Servicer and an irrevocable authorization and direction to the Servicer to arrange or provide such services that may include, but are not limited to: (a) placing title or property insurance, (b) repairs and maintenance, tenant relations, and security, (c) leasing, (d) contracting improvements and valuations, (e) retaining realtors or brokers, lawyers or accountants, to market or advertise property for sale, negotiate terms, review or prepare documents and complete transactions, (f) reviewing and accepting offers to purchase at prices and on terms approved by the Owners or a Majority as required and (g) executing necessary and appropriate documentation to complete transactions.

The authority granted to the Servicer in paragraph 4 above to arrange or make expenditures in respect of any Loan shall extend to the services provided by the Servicer contemplated by this paragraph 7.

All Reasonable Expenses incurred by the Servicer in exercising its authority set out in this paragraph are subject to re-imburement to the Servicer on demand, with interest at the rate specified in the Loan that had previously applied to a particular property, from the date any payment is made by the Servicer. The Servicer shall be repaid its Reimbursable Expenses within 10 days after written demand is provided to the Owners specifying the percentage share for which each Owner is responsible. The Servicer may, at its discretion, be repaid for any Reimbursable Expenses by set-off from any Loan payments held, any rental payments as they are received, or the net proceeds of the sale of a property ('net proceeds' being defined as the proceeds of sale after the required payment of any amount to transfer clear title to a purchaser and any payments due to third parties retained by the Servicer) prior to the payment of any balance remaining to the Owners, until the Reimbursable Expenses are repaid in full. To secure the obligation to repay any Reimbursable Expenses, the Owners hereby irrevocably assign to the Servicer such portions of (i) any Loan payments still held by the Servicer, (ii) any rental payments or other income amounts received by the Servicer, (iii) any deposit credit due to the Owners from a realtor or broker, or (iv) the balance due on closing in respect of the sale of any property governed by this paragraph 7, as are required to pay the Reimbursable Expenses outstanding from time to time.

8. Representations and Warranties

Each Owner covenants, represents and warrants as follows:

the Owner has executed this Agreement as a principal for his or her own account or an 'affiliated' nominee or investment holding company and not for the benefit of any third party;

the Owner has the capacity to enter into this Agreement and perform the Owner's obligations hereunder and to give full effect to this Agreement;

this Agreement has been duly executed and delivered by the Owner and constitutes a valid and binding obligation enforceable in accordance with its terms, subject to the qualification

that enforcement may be limited by bankruptcy, insolvency and other laws generally affecting the rights of creditors and subject to the availability of equitable remedies being in the discretion of a court of competent jurisdiction;

the Owner is not a "non-resident of Canada" within the meaning of the Income Tax Act (Canada);

all information given by the Owner to the Servicer in connection with this Agreement is true and correct;

the Owner understands and acknowledges that any sale or transfer of the Owner's rights or interests set out herein by the Owner may be restricted or limited and may require the consent of all or a Majority of the Owners in respect of any Loan or Loans;

the Owner has knowledge of the business risks applicable to this Agreement and has had an opportunity to ask and have answered by the Servicer all questions that the Owner wished to raise with respect to (i) the business and affairs contemplated by this Agreement and (ii) the Loans and the properties secured thereby, to the Owner's full satisfaction;

the Servicer has made no representations relating to the future performance of any Loan or given any projections or forecasts, financial or otherwise, to the Owner;

the Owner understands that the security for any Loan is directly related to the equity in the real estate secured by the Loan and that the value or marketability of real estate can change at any time and therefore equity in secured real estate can increase or decrease accordingly. The Owner hereby releases the Servicer from any liability whatsoever in connection with the determination of the value of the secured real estate.

if any Loan has been previously managed or serviced by another servicing agent or by the Owner, any of whom have provided information to the Servicer concerning a Loan, the Servicer may rely on all such information provided to it and the Servicer will have no duty or obligation to the Owner to research or confirm any such information given to the Servicer; and

the Owner has been advised to obtain, and has obtained, independent legal and financial advice with respect to the transactions contemplated herein.

9. Indemnities

Each Owner hereby indemnifies the Servicer and saves the Servicer harmless from any and all liability and all costs, expenses, damages and claims to which the Servicer may be exposed in respect to:

(a) defending a legal action naming the Servicer as defendant which might arise during the course of or subsequent to Servicer's execution of its duties hereunder, including but not limited to being named as defendant based on a former servicer's actions unless said liability

arises due to the Servicer's own negligence or mistake as determined by a court of competent jurisdiction;

(b) any losses caused by fire or other hazard on non-insured properties if such property was uninsured prior to including the Loan affecting such property within this Agreement and this indemnity shall continue until the earlier of placement of appropriate insurance to protect the interests of the Owner or 60 days after application of this Agreement to the Loan registered against such property;

(c) any losses caused by Loans in default and any collection efforts previously made against borrowers or properties if such were incurred prior to the application of this Agreement to any Loan, or which result in any event from a failure of any former servicer or an Owner to provide information to the Servicer;

(d) any losses caused by the failure to place title insurance to protect the interest of any Owner under a Loan prior to the application of this Agreement to such Loan; and

(e) any losses caused by the failure of any former servicer or Owner to disclose or provide information to the Servicer concerning the status of realty taxes or prior existing liens or encumbrances having priority over any Loan.

10. Arbitration.

All disputes between the parties hereto and their respective officers, directors, agents, employees and assignees, arising out of this Agreement or relating to the Loans, including, the arranging and servicing of the Loans and any services in connection with any property acquired, shall be determined by binding arbitration in accordance with the governing arbitration legislation of the jurisdiction in which a property is situate, if such law exists. To the extent that it may be possible in any jurisdiction, all parties hereto agree that the arbitration proceedings shall be the final determination of any issue and no resort or recourse may be made to a court by way of appeal or circumvention of the arbitration mandate set out herein, provided that if legally permitted, required or expedient for enforcement purposes, an arbitration award or judgment may be entered in any court having jurisdiction. All parties hereto acknowledge that by agreeing to this arbitration mandate, they are waiving the right or ability to have the dispute litigated in a judicial process, with rights of discovery, application of the rules of evidence and appeal.

11. Default Option

In the event of a default in payment under any Loan, the Owner may exercise a 'Default Option' offered by the Servicer whereby the Servicer will provide a replacement performing mortgage from its own portfolio. The terms and conditions of the Default Option are as follows:

(a) The Servicer will have the discretion to decide if the Default Option is applicable to any Loan in default. In addition to any regular notice advising the Owners of the status of a Loan, whether or not in default, the Servicer will be required to provide the Owners with a special notice (the "Default Option Trigger Notice") advising that a Loan in default qualifies for

the Default Option to be exercised by the Owners. A Default Option Trigger Notice may be given at any time after the Loan continues to be in default for ninety (90) days (default being determined by the terms of the registered loan/mortgage).

(b) The Servicer will include with Default Option Trigger Notice a list of at least three (3) alternative performing mortgage loans from its own portfolio that the Servicer will make available to replace the Loan in default. The list provided shall contain sufficient details as to the location of the properties secured, all the financial terms of the mortgage and a statement as to the payment history of each mortgage. The Servicer shall not be required to provide any other information concerning the properties secured or the borrowers.

(c) Servicer shall offer a range of performing replacement mortgages, to the extent available, that approximate the principal balance of the default Loan within a range of plus or minus twenty (\$20,000.00) dollars and an interest rate of plus or minus three (3%) per cent with a balance of term remaining from 3 months to 5 years. Servicer may endeavour, but shall not be required, to approximate loan to value ratio or location.

(d) An Owner, or a Majority where required, must give notice in writing to the Servicer , within ten (10) days of receiving a Default Option Trigger Notice that it wishes to exercise the Default Option and shall advise in such notice which of the replacement mortgages offered by the Servicer shall be exchanged for the Loan in default.

(e) Servicer shall prepare all documents required to effect the exchange, including any title documents, releases, assignments or amending agreements and all parties covenant and agree to execute and deliver the documents and adjust all amounts as of a completion date to be the next business day following fifteen (15) days after the notice provided in accordance with subparagraph 11(d) above is received.

(f) Failure on the part of the Owners to comply with the requirements of this paragraph 11 shall void the exercise of the Default Option.

(g) The servicer will provided a statement of adjustments, adjusted as of the completion date, which will calculate:

- (i) any principal balance differential to be credited to Servicer or Owners,
- (ii) the total of the monthly payments in arrears under the Loan in default to be credited to the Owners, pro-rated to the completion date if a partial month

(h) Once the Default Option is exercised no servicing fees or Reimbursable Expenses shall be payable by the Owners in respect of the Loan in default from the time that the default first occurs.

(i) Notwithstanding anything herein contained, the exercise of Default Option by the Owners shall be rendered null and void and no exchange of mortgages shall occur, no financial adjustments shall be made and subparagraph 11(e) above shall not be applicable, if the Loan in

default is brought into good standing, redeemed or paid out prior to the scheduled exchange completion date.

12. Notices

Any notice, demand, approval, consent, information, agreement, payment, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by telecopier or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice. **The addresses for Notice are as follows:**

If intended for the Servicer:

First Swiss Mortgage Corp.
200 - 5700 Yonge Street
Toronto, Ontario
M2M 4K2

Fax: 416-227-2008

If intended for any Owner:

The address and fax number set out below adjacent to each Owner signature

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by telecopier or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the business day next following the day it was received.

13. General

(a) Gender and Number

Words importing the singular include the plural and vice versa. Words importing gender include all genders.

(b) Captions

The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.

(c) Obligations as Covenants

Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

(d) Applicable Law

Unless specifically not permitted by the laws of the jurisdiction where any property is situate, this Agreement shall be construed, interpreted, enforced and governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

(e) Currency

All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

(f) Invalidity

If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any party or circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

(g) Amendment of Agreement

No supplement, modification, waiver or termination (other than a termination pursuant to the terms of this Agreement) of this Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

(h) Calendar

For the purposes of this Agreement the terms "banking days" or "business days" shall mean any day of the week other than a Saturday, Sunday or civic or Statutory Holiday as may be applicable in the City of Toronto, Province of Ontario.

(i) Time

Time shall be of the essence of this Agreement. If anything herein is to be done on a day, which is not a business day, the same shall be done on the next succeeding business day. Unless otherwise provided hereto, all references to time shall mean Toronto, Ontario time.

(j) Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

(k) Entire Agreement

This Agreement and any instruments and other documents made as of the date hereof or contemplated herein to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto and supersedes and replaces all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. It is understood and agreed that there are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Agreement, whether expressed or implied, collateral or otherwise, except those set forth herein or the Schedules attached hereto.

(l) Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

(m) Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

(n) Assignment

No Owner may not assign its rights and/or obligations hereunder and/or its interest herein in whole or in part (or agree to do so) without the prior written consent of the Servicer, which consent may be withheld by the Servicer in its sole and absolute discretion. The Owner shall provide the Servicer with all information about any proposed assignee or assignment that the Servicer requires.

(o) Expenses

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, financial advisors, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(p) Interpretation

The parties hereto acknowledge and agree that: (a) each party and its counsel have carefully reviewed the terms and provisions of this Agreement; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be

construed fairly as to all parties hereto and not in favour of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

(q) Third Party Beneficiaries

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any other person or entity, other than the parties hereto, and only the parties hereto shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Each party acknowledges and agrees that they are separate entities, each of which have entered into this Agreement for independent reasons and that the execution and performance of this Agreement, including but not limited to the agreements of the parties in this section, does not create a partnership or joint venture between the parties.

(r) Document Execution

This Agreement may be executed in several counterparts, each of which so executed is deemed to be an original, and such counterparts together constitute one and the same instrument. Execution of this Agreement or any document or notice hereunder by telefax, portable document format, tagged image format or other form of electronic signature constitutes valid, effective and binding execution of that document.

14. Schedules

Schedule "A" - Loans

In Witness Whereof the parties have executed this agreement:

Dated at Toronto this 18th day of April, 2011

First Swiss Mortgage Corp.

Per: _____
Patrick Dookram – VP Trading & Portfolio Management
We have authority to bind the corporation

Per: _____
(name-title)
We have authority to bind the corporation

Signed on 18th day of April, 20 11, at Toronto ON

Owner's
Full Name
(Please
Print): Daniel Baum

Signature: _____

Owner's
Full Name
(Please
Print): _____

Signature: _____

Owner Mailing Address: 8C-1 St. Thomas Street
City: Toronto Province: Ontario
Postal Code: M5S 3M5 Home Phone: _____
Cell: 416-319-8973 E-Mail: danbaum@gmail.com

Cheque payable to:

Instruction For Direct Deposit (please attach a void cheque)

Bank name _____
Account No. _____
Transit No. _____
Bank Address: _____
City: _____
Postal Code: _____

For internal use only
Accepted by First Swiss Mortgage Corp
(Servicer) _____
Authorized Officer's Full Name (Please
Print): _____
Signature: _____

Schedule A

(This Schedule is an integral part of this agreement)

1. Mortgage account number:	69858
Borrower(s) full names:	Mukkarm Khalid Minhas Iffat Minhas
Property address:	5030 Heatherleigh Avenue, Unit 25 Mississauga, Ontario L5V 2G7
Mortgage amount:	\$48,400.00
Maturity date:	April 1, 2012
Interest rate:	16%
2. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	
3. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	
4. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	

5. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____
Mortgage amount: _____
Maturity date: _____
Interest rate: _____

6. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____
Mortgage amount: _____
Maturity date: _____
Interest rate: _____

7. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____
Mortgage amount: _____
Maturity date: _____
Interest rate: _____


8. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____
Mortgage amount: _____
Maturity date: _____
Interest rate: _____

EXHIBIT "D"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:

36124C4218DD47C

Commissioner for Taking Affidavits



5700 Yonge St. Suite 200
 Toronto, ON M2M 4K2
 Tel: (416) 227-2000
 Fax: (416) 227-2008

Lic10550/11956

September 19, 2011

Daniel Baum
 8C-1 St. Thomas Street
 Toronto, Ontario
 M5S 3M5

**RE: DISCHARGE OF MTG. # 69858 5030 HEATHERLEIGH AVENUE, UNIT 25
 MISSISSAUGA, ON L5V 2G7**

Dear Daniel,

The following represents the the payoff of mortgage # 69858:

Discharge Date	September 19, 2011
Maturity Date	April 1, 2012
Next Payment Date	October 1, 2011
Interest Rate	16.00%
Interest Paid-To Date	September 1, 2011
Principal Balance	\$48,400.00
Unpaid Interest	\$0.00
Accrued Interest From September 1, 2011 to September 19, 2011	\$369.75
Unpaid Late Charges	\$0.00
Accrued Late Charges	\$0.00
Unpaid Charges	\$0.00
Prepayment Penalty	\$500.00
Discharge Statement Fee	\$250.00
Legal Fee	\$150.00
Payoff Amount	\$49,669.75

As beneficial owner of this mortgage, you are entitled to the principal balance of \$48,400.00 plus your portion of the accrued interest from September 1, 2011 to September 19, 2011 representing \$323.53.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Dookram".


Patrick Dookram
 Vice President Trading and Portfolio Management

EXHIBIT "E"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:


36124C4218DD47C...

Commissioner for Taking Affidavits

ADDENDUM AGREEMENT

This is an addendum to the following agreements:

1. Servicing Agreement dated April 18, 2011
2. Trust and Beneficial Owner Agreement dated April 18, 2011
3. Assignment of Mortgages dated April 18, 2011

made between Daniel Baum ("Baum") and First Swiss Mortgage Corp. ("First Swiss")

Re: Second Mortgages listed on Schedule "A1"

In consideration of the premises, other good and valuable consideration and the sum of Two (\$2.00) Dollars paid by each party to the other, the sufficiency and receipt of which is acknowledged by each of the parties and the sum of Forty-Six Thousand, Two Hundred Dollars (\$46,200.00) of lawful money of Canada paid by Baum to First Swiss, the parties hereto agree:

1. The second mortgages listed on Schedule "A1" hereto shall, from and after the date set out herein, be treated, incorporated and included as second mortgages for the purposes set out in the respective agreements listed above, to be dealt with as provided therein as with all other mortgages listed on the respective Schedules attached thereto.
2. First Swiss, as assignor hereby assigns, transfer and set over unto Baum, as beneficial owner and assignee, its successors and assigns all of First Swiss' right, title and interest as mortgagee in and to each and every mortgage listed on Schedule "A1" hereto and the benefit and advantage thereof and of all covenants and agreements contained therein on the part of each mortgagor or any guarantor or indemnifier thereof to be observed, performed or kept and all moneys thereby reserved or payable thereunder and hereafter to become due, payable or owing.

This Addendum shall be deemed to be attached to each of the agreements referred to above.

Dated at Toronto this 27th day of October, 2011

FIRST SWISS MORTGAGE CORP.

per: [Signature]
Authorized Signing Officer
I have authority to bind the corporation

[Signature]
DANIEL BAUM

[Signature]
Witness

October 27, 2011

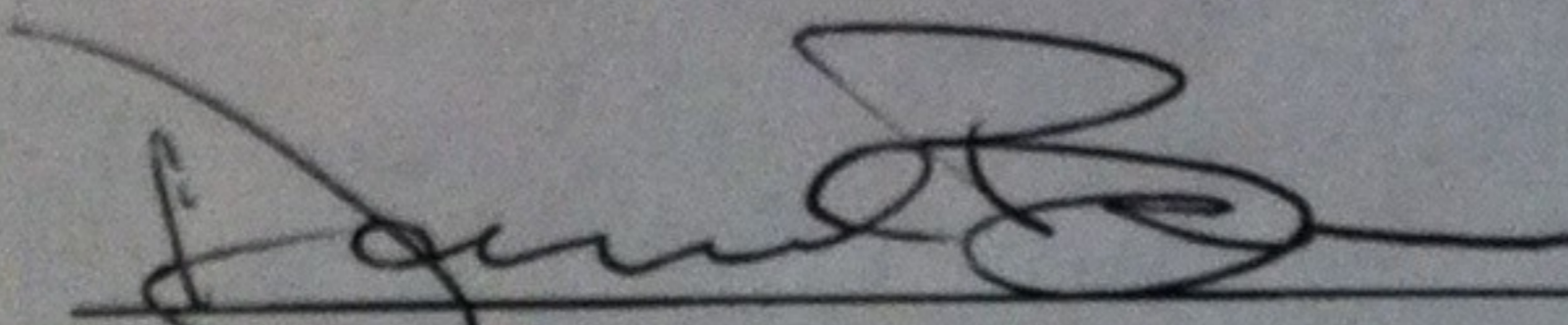
I, Daniel Baum direct First Swiss Mortgage Corp., to use the principal balance of \$46,200.00 received from discharged mortgage no. 69858 relating to property address – **5030 Heatherleigh Avenue, Unit 25 Mississauga, ON L5V 2G7** to purchase the following new mortgage investment.

New Mortgage Investment:

Mortgage account number:	96069
Borrower(s) full names:	Sofia Hansen
Property address:	2 McCron Crescent Barrie, Ontario L4N 7C9
Mortgage amount:	\$46,200.00
Maturity date:	November 1, 2012
Interest rate:	16%

The remaining principal balance of \$2,200.00 is to be paid out.

Approved By
Investor Signature:


Daniel Baum


Date: October 27, 2011

EXHIBIT "F"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:


36124C4218DD47C...

Commissioner for Taking Affidavits



5700 Yonge St. Suite 200
Toronto, ON M2M 4K2
Tel: (416) 227-2000
Fax: (416) 227-2008

November 2, 2012

Daniel Baum
8C-1 St. Thomas Street
Toronto, Ontario
M5S 3M5

RE: DISCHARGE OF MTG. # 96069 **2 McCRON CRESCENT**
BARRIE, ON L4N 7C9
Mortgage Amount: \$46,200.00
Interest Rate: 16.00%
Maturity Date November 1, 2012

Dear Dan,

The following represents the the payoff of mortgage # 96069:

Discharge Date	November 2, 2012
Principal Repayment	\$46,200.00
Accrued Interest From October 1, 2012 to November 2, 2012	\$627.47
Less Servicing Fee	(\$78.43)
Payoff Amount Due to Investor	\$46,749.04

Sincerely,

A handwritten signature in cursive script that reads "Patrick Dookram".

Patrick Dookram
Vice President Trading and Portfolio Management


Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956

EXHIBIT "G"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:


30124C4218DD47C...

Commissioner for Taking Affidavits

ADDENDUM AGREEMENT

This is an addendum to the following agreements:

1. Servicing Agreement dated June 28, 2012
2. Trust and Beneficial Owner Agreement dated June 28, 2012
3. Assignment of Mortgages dated June 28, 2012

made between **Daniel Baum ("Baum") and
First Swiss Mortgage Corp. ("First Swiss")**

Re: **Second Mortgages listed on Schedule "A6"**

In consideration of the premises, other good and valuable consideration and the sum of Two (\$2.00) Dollars paid by each party to the other, the sufficiency and receipt of which is acknowledged by each of the parties and the sum of Thirty-Six Thousand, Two Hundred Ninety-Six Dollars, Seventy Cents (\$36,296.70) of lawful money of Canada paid by Baum to First Swiss, the parties hereto agree:

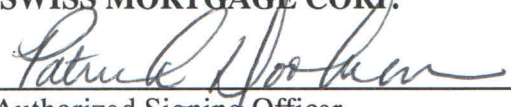
1. The second mortgages listed on Schedule "A6" hereto shall, from and after the date set out herein, be treated, incorporated and included as second mortgages for the purposes set out in the respective agreements listed above, to be dealt with as provided therein as with all other mortgages listed on the respective Schedules attached thereto.
2. First Swiss, as assignor hereby assigns, transfer and set over unto Baum, as beneficial owner and assignee, its successors and assigns all of First Swiss' right, title and interest as mortgagee in and to each and every mortgage listed on Schedule "A6" hereto and the benefit and advantage thereof and of all covenants and agreements contained therein on the part of each mortgagor or any guarantor or indemnifier thereof to be observed, performed or kept and all moneys thereby reserved or payable thereunder and hereafter to become due, payable or owing.

This Addendum shall be deemed to be attached to each of the agreements referred to above.

Dated at Toronto this 30th day of December, 2013

FIRST SWISS MORTGAGE CORP.

per:


Authorized Signing Officer
I have authority to bind the corporation

DANIEL BAUM

Witness

Schedule A6. - (This Schedule is an integral part of this agreement)

Mortgages

1.	Mortgage account number:	546519
	Borrower(s) full names:	Hannah Vardy
	Property address:	114-1100 Oxford Street Oshawa, Ontario, L1J 6G4
	Mortgage amount:	\$36,296.70
	Maturity date:	January 1, 2015
	Interest rate:	13.99%
2.	Mortgage account number:	
	Borrower(s) full names:	
	Property address:	
	Mortgage amount:	
	Maturity date:	
	Interest rate:	
3.	Mortgage account number:	
	Borrower(s) full names:	
	Property address:	
	Mortgage amount:	
	Maturity date:	
	Interest rate:	
4.	Mortgage account number:	
	Borrower(s) full names:	
	Property address:	
	Mortgage amount:	
	Maturity date:	
	Interest rate:	

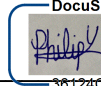
EXHIBIT "H"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:

A small rectangular box containing a handwritten signature in blue ink that appears to read "Philip".

36124C4218DD47C...

Commissioner for Taking Affidavits



LAND
REGISTRY
OFFICE #40

27027-0114 (LT)

PAGE 1 OF 4

PREPARED FOR Vanessa1

ON 2023/03/08 AT 23:46:59

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

PROPERTY DESCRIPTION: UNIT 114, LEVEL 1, DURHAM CONDOMINIUM PLAN NO. 27 ; LTS 14, 15 AND PT LT 16 SHEET 11A PL 357, PT 1 40R3045, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LTD23306 ; OSHAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/01/29

OWNERS' NAMES

VARDY, RANDALL JAMES
VARDY, KIMBERLY MARGARET

CAPACITY SHARE

JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/01/29 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/01/29						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/01/26 **						
LTD22085	1976/06/22	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF OSHAWA	C
LTD22654	1976/06/29	NOTICE AGREEMENT			THE REGIONAL MUNICIPALITY OF DURHAM	C
LTD23306	1976/07/08	DECLARATION CONDO			ROBERT MASON CONSTRUCTION COMPANY LIMITED	C
LTD23901	1976/07/21	BYLAW				C
		REMARKS: NO. 1				
LTD23902	1976/07/21	BYLAW				C
		REMARKS: NO. 2				
LTD23903	1976/07/21	BYLAW				C
		REMARKS: NO. 3				
LTD23904	1976/07/21	NOTICE AGREEMENT				C
LTD23905	1976/07/21	NOTICE AGREEMENT				C
LTD35257	1977/01/14	BYLAW				C
		REMARKS: NO. 4				
LTD35258	1977/01/14	BYLAW				C
		REMARKS: NO. 5				
LT83479	1979/01/02	BYLAW				C
		REMARKS: NO. 6				

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT452056	1989/06/05	BYLAW				C
	<i>REMARKS: NO. 7</i>					
LT452057	1989/06/05	BYLAW				C
	<i>REMARKS: NO. 8</i>					
LT452058	1989/06/05	NO CHNG ADDR INST				C
LT657343	1993/10/21	TRANSFER		*** COMPLETELY DELETED ***	OXFORD STREET LAND CORPORATION	
LT657390	1993/10/21	CHARGE		*** COMPLETELY DELETED ***	SECURITY HOME MORTGAGE INVESTMENT CORPORATION	
LT657404	1993/10/21	CHARGE		*** COMPLETELY DELETED ***	NEWMAN, ROBERT GUTH, CHRIS	
LT737907	1995/11/10	CHARGE		*** COMPLETELY DELETED ***	MIDOX MORTGAGE CORPORATION LAURENTIAN TRUST OF CANADA INC. FOR RRSP NO. 8001730 ALLAN S. CARVER LAURENTIAN TRUST OF CANADA INC. FOR RRSP NO. 8001769 JUDITH RUSHTON	
LT758090	1996/06/14	NOTICE AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** OXFORD STREET LAND CORPORATION	MIDOX MORTGAGE CORPORATION ET AL	
	<i>REMARKS: LT737907</i>					
LT769490	1996/08/30	CONDOMINIUM LIEN		*** COMPLETELY DELETED *** DURHAM CONDOMINIUM CORPORATION NO. 27		
LT778001	1996/11/04	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** NEWMAN, ROBERT (TRUSTEE) GUTH, CHRIS (TRUSTEE)	DOLLAR STORAGE CANADA LIMITED	
	<i>REMARKS: CHARGE LT 657404</i>					
LT792839	1997/02/28	TRANSFER		*** COMPLETELY DELETED *** OXFORD STREET LAND CORPORATION	VARDY, RANDALL JAMES VARDY, HANNAH REBECCA	
LT792840	1997/02/28	CHARGE		*** COMPLETELY DELETED ***		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT792841	1997/02/28	CHARGE		VARDY, RANDALL JAMES VARDY, HANNAH REBECCA *** COMPLETELY DELETED *** VARDY, RANDALL JAMES VARDY, HANNAH REBECCA	THE TORONTO-DOMINION BANK OXFORD STREET LAND CORPORATION	
LT792842	1997/02/28	DISCH PART CHARGE		*** COMPLETELY DELETED *** DOLLAR STORAGE CANADA LIMITED		
		REMARKS: RE: LT657404				
LT792843	1997/02/28	DISCH PART CHARGE		*** COMPLETELY DELETED *** MIDOX MORTGAGE CORPORATION LAURENTIAN TRUST OF CANADA INC. ET AL		
		REMARKS: RE: LT737907				
LT798783	1997/04/18	DIS CONDO LIEN		*** COMPLETELY DELETED *** DURHAM CONDOMINIUM CORPORATION NO. 27		
		REMARKS: LT769490				
LT805655	1997/06/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** SECURITY HOME MORTGAGE CORPORATION		
		REMARKS: RE: LT657390				
LT937884	2000/01/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** OXFORD STREET LAND CORPORATION		
		REMARKS: RE: LT792841				
DR577585	2007/01/31	CHARGE		*** COMPLETELY DELETED *** VARDY, HANNAH REBECCA VARDY, RANDALL JAMES	THE TORONTO-DOMINION BANK	
DR700096	2008/04/04	TRANSFER		*** COMPLETELY DELETED *** VARDY, HANNAH REBECCA VARDY, RANDALL JAMES	VARDY, HANNAH REBECCA	
DR700097	2008/04/04	CHARGE		*** COMPLETELY DELETED *** VARDY, HANNAH REBECCA	THE TORONTO-DOMINION BANK	
DR702168	2008/04/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: RE: DR577585				

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR702266	2008/04/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: RE: LT792840				
DR1031887	2011/10/05	CHARGE		*** COMPLETELY DELETED *** VARDY, HANNAH REBECCA	GOSS, GARY	
DR1236985	2013/12/30	CHARGE		*** COMPLETELY DELETED *** VARDY, HANNAH REBECCA	FIRST SWISS MORTGAGE CORP.	
DR1237000	2013/12/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** VARDY, HANNAH REBECCA	FIRST SWISS MORTGAGE CORP.	
		REMARKS: DR1236985				
DR1237077	2013/12/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** GOSS, GARY		
		REMARKS: DR1031887.				
DR1802776	2019/06/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SWISS MORTGAGE CORP.		
		REMARKS: DR1236985.				
DR1808577	2019/07/10	TRANSMISSION-LAND		*** COMPLETELY DELETED *** VARDY, HANNAH REBECCA	VARDY, RANDALL JAMES VARDY, HANNAH REBECCA - ESTATE	
DR1808578	2019/07/10	TRANS PERSONAL REP	\$120,000	VARDY, RANDALL JAMES	VARDY, RANDALL JAMES VARDY, KIMBERLY MARGARET	C
DR1818722	2019/08/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: DR700097.				

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


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

EXHIBIT "I"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:


3612464218DD47C...

Commissioner for Taking Affidavits

From: [Patrick Dookram](#)
To: [Dan Baum](#)
Subject: Re: December Interest Payments
Date: Wednesday, January 18, 2023 2:00:14 PM

Hi Dan,

Happy New Year! Hope that all is well with you and the family.

My apologies, I was away from the office for a couple of weeks over the holidays and might have missed your earlier email.

Mortgage is maturing on Jan. 1, 2024. If you need to get out of it before then, give me a few months notice and I will try to accommodate.

Best Regards,

Patrick

Patrick Dookram

V.P. Trading & Portfolio Management | First Swiss Asset Management
7191 Yonge St. | Suite 911 | Thornhill, ON | L3T 0C4
T: 416-227-2000 Ext 1013 | F: 416-227-2008
Patrick.Dookram@firstswissam.com
www.firstswissam.com

On 2023-01-18 1:38 p.m., Dan Baum wrote:

> Just following up on the below. Please respond. Thanks.

>

>> On Dec 21, 2022, at 5:41 PM, Dan Baum <danbaum@gmail.com> wrote:

>>

>> Thanks Patrick. Hope you're doing well.

>>

>> Is there a term on this loan?

>>

>>> On Dec 21, 2022, at 11:16 AM, Patrick Dookram <patrick.dookram@firstswissam.com> wrote:

>>>

>>> Hello Dan,

>>>

>>> The December interest payments have been processed.

>>> Please find attached a statement for your records.

>>>

>>> Regards,

>>>

>>> Patrick

>>>

>>> --

>>> Patrick Dookram

>>>

>>> V.P. Trading & Portfolio Management | First Swiss Asset Management

>>> 7191 Yonge St. | Suite 911 | Thornhill, ON | L3T 0C4

>>> T: 416-227-2000 Ext 1013 | F: 416-227-2008

>>> Patrick.Dookram@firstswissam.com

>>> www.firstswissam.com

EXHIBIT "J"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:



36124C4218DD47C...

Commissioner for Taking Affidavits



7191 Yonge St. Suite 911
Thornhill, ON L3T 0C4
Tel: (416) 227-2000
Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Daniel Baum	Account No.	FSM20110418001
60 Duggan Avenue	Statement Date	December 20, 2019
Toronto, Ontario	Statement Period	December 1, 2019
M4V 1Y2	Portfolio Balance	\$36,296.70
	Interest Paid in 2019	\$4,230.36

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 546519 114-1100 Oxford Street, Oshawa, On L1J 6G4 13.99% Jan. 1, 2019	\$36,296.70	\$352.53	\$0.00	\$352.53
		GRAND TOTAL		\$352.53

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



7191 Yonge St. Suite 911
Thornhill, ON L3T 0C4
Tel: (416) 227-2000
Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Daniel Baum
60 Duggan Avenue
Toronto, Ontario
M4V 1Y2

Account No. FSM20110418001
Statement Date December 21, 2020
Statement Period December 1, 2020
Portfolio Balance \$36,296.70
Interest Paid in 2020 \$4,230.36

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 546519 114-1100 Oxford Street, Oshawa, On L1J 6G4 13.99% Jan. 1, 2019	\$36,296.70	\$352.53	\$0.00	\$352.53
		GRAND TOTAL		\$352.53

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Daniel Baum	Account No.	FSM20110418001
60 Duggan Avenue	Statement Date	December 20, 2021
Toronto, Ontario	Statement Period	December 1, 2021
M4V 1Y2	Portfolio Balance	\$36,296.70
	Interest Paid in 2021	\$4,230.36

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 546519 114-1100 Oxford Street, Oshawa, On L1J 6G4 13.99% Jan. 1, 2019	\$36,296.70	\$352.53	\$0.00	\$352.53
		GRAND TOTAL		\$352.53

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Daniel Baum	Account No.	FSM20110418001
60 Duggan Avenue	Statement Date	December 20, 2022
Toronto, Ontario	Statement Period	December 1, 2022
M4V 1Y2	Portfolio Balance	\$36,296.70
	Interest Paid in 2022	\$4,230.36

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 546519 114-1100 Oxford Street, Oshawa, On L1J 6G4 13.99% Jan. 1, 2019	\$36,296.70	\$352.53	\$0.00	\$352.53
		GRAND TOTAL		\$352.53


Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956

EXHIBIT "K"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:


3612464218DD47C...

Commissioner for Taking Affidavits

From: [Reza Nezami](#)
To: [Dan Baum](#)
Subject: Re: Feb interest payment
Date: Thursday, March 9, 2023 11:45:54 PM

I will ask to have it send to this email address again,
Thank you

On Mar 9, 2023, at 11:43 PM, Dan Baum <danbaum@gmail.com> wrote:

When was that sent out?

On Mar 9, 2023, at 11:40 PM, Dan Baum <danbaum@gmail.com> wrote:

No notice received.

On Mar 9, 2023, at 11:39 PM, Reza Nezami
<reza.nezami@firstswissgroup.com> wrote:

Hello Dan,
Thank you for your note.
There was a notice regarding the company that was sent out.
If you have not received it please let me know.
Thank you

On Mar 9, 2023, at 10:48 PM,
danbaum@gmail.com wrote:

Reza - hope this email finds you well. I'm an investor in First Swiss and haven't received my February interest payments. As I have been an investor for some time and the payments have been consistent, I just wanted to reach out to see if there was some kind of a mistake or issue on your end and whether you can confirm when I will be receiving February's interest payment.

Thanks,
Dan

--

Dan Baum
647.533.7824
danbaum@gmail.com

EXHIBIT "L"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Philip", is placed over a grey rectangular background. The signature is written in a cursive style.

36124C4218DD47C...

Commissioner for Taking Affidavits

From: Dan Baum <danbaum@gmail.com>
Date: March 9, 2023 at 11:44:43 PM EST
To: jaredngreen@gmail.com
Subject: Fwd: Notice to Clients

The memo

Begin forwarded message:

From: adminfsm adminfsm <adminfsm@firstswissgroup.com>
Date: March 9, 2023 at 11:40:54 PM EST
Subject: Notice to Clients

Dear Clients,

We are sending this notice to advise you of the following:

First Swiss Mortgage Corp currently experiencing operational and financial challenges that has limited its activities and liquidity. This event mainly was caused by substantial decrease of business volume and significant numbers and amounts of payout requests. Currently all payments and transactions are halted until further notice in order to sustain the platform.

Due to staff absences and shortage along with potential restructuring process we are unable to respond to your emails or calls promptly but we will respond when possible.

Please use the email address of this notice for your communications in order for them to be received.

We are continuing to work on this matter and will advise you

when any update is available.

For all further inquiries regarding the insolvency and liquidation process please contact the legal counsel Mr. Robert Karrass at robert@karrasslaw.com

Regards,
First Swiss Mortgage Corp
Admin Team


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EXHIBIT "M"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:


36124C4218DD47C...

Commissioner for Taking Affidavits

From: Dan Baum <danbaum@gmail.com>
Sent: Friday, March 10, 2023 11:04 AM
To: Aaron Kreaden <AKreaden@stikeman.com>
Subject: Fwd: Notice to Clients

Begin forwarded message:

From: Robert Karrass <robert@karrasslaw.com>
Date: March 10, 2023 at 10:06:17 AM EST
To: danbaum@gmail.com
Subject: Re: Notice to Clients

Good Morning Dan,

My client is in the process of filing for Bankruptcy. We are in very early stages, and additional information is not available at the moment. Once the filing has been completed, investors will have an opportunity to engage in the process.

Please feel free to reach out to me again in the coming weeks for more information.

Best,
Robert

Robert Karrass
Principal



7636 Yonge Street, Thornhill, ON L4J 1V9
T. 416-477-6022 ext. 202 | F. 416-477-6033 | www.karrasslaw.com

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On Mar 10, 2023, at 8:06 AM, danbaum@gmail.com wrote:

Robert - just received the below notice last night. I'm an investor in a number of mortgages through First Swiss. Can you please provide any/all additional information regarding the status and process referenced below.

Thanks,
Dan

----- Forwarded message -----

From: **adminfsm adminfsm** <adminfsm@firstswissgroup.com>

Date: Thu, Mar 9, 2023 at 11:40 PM

Subject: Notice to Clients

To:

Dear Clients,

We are sending this notice to advise you of the following:

First Swiss Mortgage Corp currently experiencing operational and financial challenges that has limited its activities and liquidity. This event mainly was caused by substantial decrease of business volume and significant numbers and amounts of payout requests. Currently all payments and transactions are halted until further notice in order to sustain the platform.

Due to staff absences and shortage along with potential restructuring process we are unable to respond to your emails or calls promptly but we will respond when possible.

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We are continuing to work on this matter and will advise you when any update is available.

For all further inquiries regarding the insolvency and liquidation process please contact the legal counsel Mr. Robert Karrass at robert@karrasslaw.com

Regards,
First Swiss Mortgage Corp
Admin Team

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--

Dan Baum

647.533.7824

danbaum@gmail.com

EXHIBIT "N"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:



36124G4218DD47C...

Commissioner for Taking Affidavits

From: [Robert Karrass](#)
To: [Maria Konyukhova](#)
Cc: [Aaron Kreaden](#); [Philip Yang](#)
Subject: Re: Investments in First Swiss Mortgage Corporation
Date: Monday, March 13, 2023 4:30:42 PM

Dear Ms. Konyukhova,

Thank you for your correspondence. I was only retained last week and am currently getting up to speed on the file. I am not in a position to address all your concerns at the moment.

I can advise that FSM is currently in the process of Assigning into Bankruptcy. That should be completed in the next few days, at which point I will provide you with the contact information for the trustee in bankruptcy.

Regarding some of the concerns you have raised, at this time I can only advise that we are reviewing the file and also investigating the conduct of FSM's VP of Portfolio Management. We have significant concerns regarding his conduct.

I would be happy to schedule a call to discuss your concerns.

Best,

Robert Karrass

On Mon, Mar 13, 2023 at 3:52 PM Philip Yang <PYang@stikeman.com> wrote:

Good afternoon.

Please see attached correspondence from Maria Konyukhova of today's date.

Regards,

Philip Yang

Direct: +1 416 869 5593

Mobile: +1 416 476 6195

Email: PYang@stikeman.com



Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9 Canada

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--

Robert Karrass

Principal - Karrass Law

7636 Yonge Street, Thornhill, ON L4J 1V9

T. 416-477-6022 ext. 202 | F. 416-477-6033 | www.karrasslaw.com

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Dictated but not read and potentially riddled with errors.

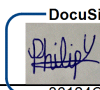
EXHIBIT "O"

referred to in the Affidavit of

DANIEL BAUM

Affirmed March 15, 2023

DocuSigned by:

A small square box containing a handwritten signature in blue ink that appears to read "Philip".

36124C4218DD47C...

Commissioner for Taking Affidavits

From: [Robert Karrass](#)
To: [Maria Konyukhova](#)
Cc: [Aaron Kreaden](#); [Philip Yang](#)
Subject: Re: Investments in First Swiss Mortgage Corporation
Date: Tuesday, March 14, 2023 10:43:56 AM
Attachments: [clip_image001.png](#)

Ms. Konyukhova,

I appreciate your concerns. My client is in the process of communicating with FSRA to have them engage in an investigation and likely to appoint a receiver.

For clarity, the interest payments that FSM is receiving from existing mortgages is being held in the FSM accounts. We are assigning into bankruptcy to ensure that funds owed to investors are not being used to pay for FSM operations.

I disagree with your comments that FSM has been contemplating any of this for any length of time. My client only became aware in the last week or so of the concerns relating to the VP of Portfolio management. He took action immediately.

Yours Truly,
Robert Karrass
Principal



7636 Yonge Street, Thornhill, ON L4J 1V9
T. 416-477-6022 ext. 202 | F. 416-477-6033 | www.karrasslaw.com

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On Mar 13, 2023, at 6:15 PM, Maria Konyukhova
<MKonyukhova@stikeman.com> wrote:

Mr. Karrass,

It is very troubling to learn that First Swiss discovered internal mismanagement and considers itself insolvent and this only heightens the urgency to appoint a neutral third party to take over the operations and assets of First Swiss. To that end, we are prepared to move to appoint a receiver over the property of First Swiss in short order and likely sooner than the assignment into bankruptcy that First Swiss seems to have been contemplating for a while now but has been unable to execute. Please confirm First Swiss is prepared to consent to such appointment. We also request an update on what discussions, if any, First Swiss has had with FSRA regarding its current situation and concerns regarding its liquidity and mismanagement of loans.

Maria Konyukhova

Direct: 416-869-5230
Mobile: 416-319-1632
Email: mkonyukhova@stikeman.com

From: Robert Karrass <robert@karrasslaw.com>
Sent: Monday, March 13, 2023 4:30 PM
To: Maria Konyukhova <MKonyukhova@stikeman.com>
Cc: Aaron Kreaden <AKreaden@stikeman.com>; Philip Yang <PYang@stikeman.com>
Subject: Re: Investments in First Swiss Mortgage Corporation

Dear Ms. Konyukhova,

Thank you for your correspondence. I was only retained last week and am currently getting up to speed on the file. I am not in a position to address all your concerns at the moment.

I can advise that FSM is currently in the process of Assigning into Bankruptcy. That should be completed in the next few days, at which point I will provide you with the contact information for the trustee in bankruptcy.

Regarding some of the concerns you have raised, at this time I can only advise that we are reviewing the file and also investigating the conduct of FSM's VP of Portfolio Management. We have significant concerns regarding his conduct.

I would be happy to schedule a call to discuss your concerns.

Best,

Robert Karrass

On Mon, Mar 13, 2023 at 3:52 PM Philip Yang <PYang@stikeman.com> wrote:

Good afternoon.

Please see attached correspondence from Maria Konyukhova of today's date.

Regards,

Philip Yang

Direct: +1 416 869 5593

Mobile: +1 416 476 6195

Email: PYang@stikeman.com



Stikeman Elliott LLP Barristers & Solicitors

[5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9 Canada](#)

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--

Robert Karrass

Principal - Karrass Law
7636 Yonge Street, Thornhill, ON L4J 1V9
T. 416-477-6022 ext. 202 | F. 416-477-6033 | www.karrasslaw.com

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Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9 Canada

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**CHIEF EXECUTIVE OFFICER OF THE
FINANCIAL SERVICES REGULATORY
AUTHORITY OF ONTARIO**

-and- **FIRST SWISS MORTGAGE CORPORATION** Court File No.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**AFFIDAVIT OF DANIEL BAUM
(AFFIRMED MARCH 15, 2023)**

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West, 199 Bay Street
Toronto, ON M5L 1B9

Maria Konyukhova (LSO#: 52880V)

Tel: (416) 869-5230

Email: mkonyukhova@stikeman.com

Aaron Kreaden (LSO#: 60157U)

Tel: (416) 869-5565

Email: akreaden@stikeman.com

Philip Yang (LSO#: 82084O)

Tel: (416) 869-5593

Email: pyang@stikeman.com

Lawyers for Daniel Baum, Rose Baum, and
Jared Green

Tab 5

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES REGULATORY AUTHORITY
OF ONTARIO**

Applicant

- and -

FIRST SWISS MORTGAGE CORPORATION

Respondent

**AFFIDAVIT OF JARED GREEN
(Affirmed March 15, 2023)**

I, **JARED GREEN**, of the State of Pennsylvania, in the United States of America,
MAKE OATH AND SAY:

1. I am an individual residing in the State of Pennsylvania. I have experience in the real estate industry. I am currently the principal and executive vice president of Ocean Terrace Holdings, a company which, among other things, owns and is developing an oceanfront mixed-use property in Miami Beach, FL. Prior to my current role, I held various roles in the real estate industry such as director of real estate, vice president of real estate and acquisitions and regional development manager. Over the past few years, I have made several investments with First Swiss Mortgage Corporation ("**First Swiss**"), and also have knowledge of the investments in First Swiss that were made by my aunt, Rose Baum, and my cousin, Daniel Baum. As such, I have personal knowledge of the matters to which I hereinafter depose, except where I make statements on the basis of information and belief, in which case I state the source of the information and believe it to be true.

2. In affirming this affidavit, I do not intend to, and do not, waive any applicable privilege.

3. I have read the affidavit of my cousin, Daniel Baum, affirmed on March 15, 2023 ("**Daniel's Affidavit**") and the affidavit of my aunt, Rose Baum, affirmed on March 15, 2023 and both are true to the best of my knowledge. Capitalized terms not otherwise defined herein have the

meanings ascribed to them in Daniel's Affidavit. All dollar amounts set out in this affidavit are denominated in Canadian Dollars unless otherwise indicated.

BACKGROUND

A. Introduction to First Swiss

4. In or around September 2018, my cousin, Daniel Baum, introduced me to the VP of Portfolio Management at First Swiss, Patrick Dookram. All of my interactions with First Swiss were through Mr. Dookram.

5. I spoke with Mr. Dookram on the phone to discuss First Swiss' business and then was sent a prior selection of sample deals to give me an idea of the offering materials. First Swiss' opportunity appealed to me as I would be able to invest in a field that I was familiar with.

B. First Swiss' Representations

6. Based on my discussions with Mr. Dookram, I understood the structure of the investments in First Swiss to be as described in Daniel's Affidavit, including as set out in the First Swiss Overview Presentation.

INVESTMENTS WITH FIRST SWISS

My Mortgages

7. On October 15, 2018, I entered into a residential second mortgage loan servicing agreement and trust and beneficial owner agreement with First Swiss (the "**Servicing and Beneficial Owner Agreements**"). Copies of the Servicing and Beneficial Owner Agreements are collectively attached as **Exhibit "A"**.

8. On March 11, 2019, I made my first investment in the principal amount of \$71,493.50 into a second-ranking mortgage against the property municipally known as 448 Waverly Street North, Oshawa, Ontario (the "**Waverly Mortgage**"). Attached as **Exhibit "B"** is an assignment, pursuant to which First Swiss assigned, transferred, and set over to me, as beneficial owner and assignee, all of First Swiss' right, title and interest as mortgagee in the Waverly Mortgage.

9. On November 8, 2019, I made my second investment in the principal amount of \$107,990 into a second-ranking mortgage against the property municipally known as 3106 Nawbrook Road,

Mississauga, Ontario (the "**Nawbrook Mortgage**"). Attached as **Exhibit "C"** is an addendum agreement to the Servicing and Beneficial Owner Agreements, pursuant to which First Swiss assigned, transferred, and set over to me, as beneficial owner and assignee, all of First Swiss' right, title and interest as mortgagee in the Nawbrook Mortgage.

10. On October 12, 2022, I made my third investment in the principal amount of \$109,990 into a second-ranking mortgage against the property municipally known as 28 Greybeaver Trail, Toronto, Ontario (the "**Greybeaver Mortgage**"). Attached as **Exhibit "D"** is an addendum agreement to the Servicing and Beneficial Owner Agreements, pursuant to which First Swiss assigned, transferred, and set over to me, as beneficial owner and assignee, all of First Swiss' right, title and interest as mortgagee in the Greybeaver Mortgage.

FIRST SWISS HALTS ALL PAYMENTS AND DISCOVERY OF MISREPRESENTATIONS

First Swiss Refused to Pay the Nawbrook Mortgage after it Matured

11. On November 22, 2022, I wrote to Mr. Dookram and enquired whether the Nawbrook Mortgage would be repaid on or before January 1, 2023, being the maturity date of the Nawbrook Mortgage.

12. Mr. Dookram responded on December 14, 2022 and advised me that the mortgagors were planning to renew. I advised Mr. Dookram on December 19, 2022 that I was not looking to renew the Nawbrook Mortgage but would be fine to provide a sixty (60) day extension if needed.

13. After several follow-up emails and phone calls with Mr. Dookram throughout January and February where he did respond and provide some update on the status of repayment (i.e. finding another investor to take me out of my position that he said he had lined up), the last time we spoke was on February 22 or thereabouts and he still stated we were on schedule for repayment by the end of the month. I did not receive a response to all subsequent outreach (both email and phone) that alerted me that something was wrong and obviously was a significant concern to me. At all times, I understood that I would have the opportunity to have my principal repaid in full at the end of the one-year term of the loan if I elected. While in the past I had elected to have this loan (and the other loan I had made thus far) roll over for another year, I always understood that to be my option. I exercised this option because I was comfortable leaving my money in this collateralized investment and continue earning interest. When I exercised my right to be paid back in late 2022, I thought I was being reasonable by offering First Swiss extra time due to the

short-term notice (considering their assumption things would again roll over) and time of year (holidays). I'm very concerned to discover that, contrary to my understanding, these investments were not being implemented or secured in the way I was led to believe

14. A copy of the email chain described above between November 22, 2022 and March 2023 is attached as **Exhibit "E"**.

First Swiss Fails to Make Required Interest Payments

15. In February 2023, I did not receive the required monthly interest payment from First Swiss in respect of my active mortgage investments through First Swiss for the month of January 2023.

16. On or around March 7, 2023, I contacted Daniel to enquire whether he had received his interest payments for January 2023. Daniel advised me that he also did not receive any interest payment from First Swiss for January 2023.

Waverly Mortgage Never Registered on Title

17. I discovered that First Swiss misrepresented to me that my investment was put in the Waverly Mortgage. The parcel register shows that the Waverly Mortgage was never registered on title against the subject property. A copy of the parcel register in which the Waverly Mortgage was represented to be registered on title to is attached as **Exhibit "F"**.

18. I am advised by Daniel and my aunt that they have also discovered that certain of their mortgage investments have never been registered on title against the properties, contrary to the express representations of First Swiss that these mortgages existed and were registered on title.

Nawbrook Mortgage Discharged Without Repayment

19. I discovered that First Swiss also discharged the Nawbrook Mortgage on December 8, 2020 without my knowledge. A copy of the parcel register for the property secured by the Nawbrook Mortgage is attached as **Exhibit "G"**.

20. First Swiss has never provided me with notice that the Nawbrook Mortgage was in fact discharged. Further, First Swiss has never repaid me the principal amount under the Nawbrook Mortgage. Rather, I continued to receive monthly interest payments in respect of the Nawbrook Mortgage up until December 2022. Attached hereto as **Exhibit "H"** are the account statements

for December 2021 and 2022 provided by First Swiss which showed that the Nawbrook Mortgage remained in place, even though it was previously discharged.

21. I am advised by Daniel and my aunt that they have also discovered similar issues with First Swiss: certain of their mortgage investments were also previously discharged without any notice being given to them and no repayment of the principal amount under the subject mortgages being discharged.

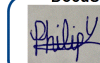
First Swiss Halts All Payments Without any Cogent Explanation

22. On March 9, 2023, I received a notice (the “**Notice**”) which stated, among other things, that all payments and transactions were halted until further notice, First Swiss was unable to respond to emails or calls in a prompt manner due a potential restructuring process, and to contact its legal counsel for further information regarding the insolvency and liquidation process. A copy of the Notice is attached hereto as **Exhibit “I”**.

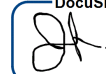
23. I am advised by Daniel and my aunt and do verily believe that they had also received the Notice at approximately the same time that I did.

24. I share the concerns set out in Daniel’s Affidavit and support the appointment for a receiver for the reasons he set out in his affidavit.

AFFIRMED remotely via videoconference, by Jared Green, stated as being located in the City of Merom Golan, in the country of Israel, before me at the City of Toronto, in Province of Ontario, this 15 day of March, 2023, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely.*

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits, etc.
PHILIP YANG

DocuSigned by:

087918297CAC427...


JARED GREEN
Jared Green

EXHIBIT "A"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:


36124C4218DD47C...

Commissioner for Taking Affidavits

Trust and Beneficial Owner Agreement (Mortgages)

This Agreement is made as of October 15, 2018

Between:

First Swiss Mortgage Corp. (the "Trustee")

- and -

Jared Green (the "Beneficial Owner")

Whereas:

- A. The Trustee will be the registered holder of a number of one or more mortgage loans as detailed on Schedule "A" annexed hereto (the "Mortgages").
- B. The Trustee and the Beneficial Owner have entered into an agreement whereby the Beneficial Owner has acquired, or has agreed to acquire, the Trustee's interest in the Mortgages or fund the proposed mortgages by Trustee as of the date or dates detailed on Schedule "A" as the acquisition or funding date.
- C. The Trustee has agreed to manage and administer the Mortgages on behalf of and for the benefit of the Beneficial Owner.
- D. The Beneficial Owner is the actual beneficial owner of the Mortgages from the time of acquisition or funding thereof and is entitled to all rights, privileges and advantages to be derived therefrom.

NOW THEREFORE for the sum of Two Dollars (\$2.00) and other good and valuable consideration, now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

- 1. The Trustee hereby declares that each of the Mortgages is held in trust by the Trustee as nominee and bare trustee for the sole use, benefit and advantage of the Beneficial Owner from the time of acquisition thereof by the Beneficial Owner.
- 2. The Trustee will, at the request and cost of the Beneficial Owner, transfer or assign each of the Mortgages to the Beneficial Owner at such time or times and in such manner, or otherwise deal with the Mortgages as the Beneficial Owner shall direct or appoint, and will at all times execute and do all such documents and things as may be necessary to procure the appropriate registrations or entries in the register of title to the real properties affected by the Mortgages to give effect to such transfer or assignment or if so required to protect the interest of the Beneficial Owner.
- 3. The Trustee and Beneficial Owner hereby declare that unless specifically agreed otherwise by the parties the principal balance and any income derived from the Mortgages received by the Trustee shall be held in trust for the Beneficial Owner and that all expenditures incurred in respect of the Mortgages shall be borne by the Beneficial Owner.
- 4. The Beneficial Owner hereby covenants with the Trustee to indemnify and hold harmless the Trustee, its successors, assigns, heirs and executors and will at all times keep the Trustee indemnified against all costs, damages, expenses, claims, proceedings and demands in respect of the Mortgages and any dealing therewith authorized by it.
- 5. The Trustee shall not be required to incur any expenditure in respect of any Mortgage except in so far as monies in respect thereof shall have been provided by the Beneficial Owner for that purpose by way of advanced funds or other arrangement.
- 6. The Beneficial Owner hereby ratifies, confirms and authorizes the acquisition, preparation or execution by the Trustee or any borrower or guarantor, of any and all documents or instruments which have heretofore or may hereafter be provided relating to any of the Mortgages including, without limitation, credit information, mortgage appraisals, approvals or commitments, collateral security for any of the Mortgages, identification or pre-authorized payment agreements, all of which are available to the Beneficial Owner for review.


7. The Trustee and Beneficial Owner shall, from time to time, promptly take such action and execute and deliver such further documents as may be reasonably necessary or appropriate to give effect to the provisions and the intent of this Trust Agreement.
8. In this agreement words importing the singular include the plural and vice versa and words importing gender include all genders.
9. This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. No amendment of this agreement shall be binding unless in writing and signed by the parties.

The parties have executed this agreement as of the date first written above.

FIRST SWISS MORTGAGE CORP. (Trustee)

per: _____
We have authority to bind the corporation

per: _____
We have authority to bind the corporation



Jared Green



Witness

Schedule A. - (This Schedule is an integral part of this agreement)

Mortgages

1. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

2. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

3. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

4. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

5. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

6. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____



7191 Yonge St. Suite 911
Thornhill, ON L3T 0C4
Tel: (416) 227-2000
Fax: (416) 227-2008
Lic10550/11956

RESIDENTIAL SECOND MORTGAGE LOAN SERVICING AGREEMENT

Whereas:

- A. First Swiss Mortgage Corp. is licensed by the Province of Ontario, Canada as a Lender and Mortgage Administrator under Licenses # 10550 and 11956.
- B. The parties signing this Agreement as owner are the beneficial owners of certain mortgage loans, the details of which are set out on Schedule "A" hereto.
- C. The Owners derive their beneficial ownership of Loans by the terms of a Trust Agreement, dated as of the date of this indenture, between Servicer as Bare Trustee and the Owners as Beneficiary under which Servicer has no fiduciary or operational obligations or responsibilities and only hold the Loans in trust for the Owners as directed by them registered under the name First Swiss Mortgage Corp.
- D. The Owners seek to enter this Agreement to create the servicing obligations by which Servicer will act on behalf of the Owners in the capacity as manager and administrator of the Loans, on the terms hereinafter set out.

Now therefore, in consideration of the sum of Two (\$2.00) Dollars and other good and valuable consideration, the sufficiency and receipt of which is acknowledged by each of the parties, the parties hereto agree one with each of the others as follows:

Definitions:

"Default" means, in respect of a Loan, the failure to pay when due any amount required to be paid by the borrower, or the failure by the borrower to comply with or perform any covenant or obligation, in accordance with the terms of the Loan.

"Default Option" means a right given to an Owner, to be exercised in the event of a Default or if a Loan becomes non-performing, the terms and conditions of such Default Option being set out in paragraph 11 of this Agreement.

"Instruction" means the determination of any matter requiring a consent, approval or decision of an Owner or the Owners in respect of any Loan.

"Loan" means a single mortgage loan described in Schedule "A" hereto and "Loans" means all of the mortgage loans described in Schedule "A" hereto.

"Majority" means any combination of Owners owning greater than fifty (50%) per cent of the aggregate principal balance outstanding of the Loan or Loans on the date an Instruction is requested by Servicer in writing.

"Owner" means the individual beneficial owner and "Owners" means the collective beneficial owners, as the context requires, of certain mortgage loans, the details of which are set out on Schedule "A" hereto.

"Reimbursable Expenses" means all fees, costs, advances and expenses made or incurred by Servicer in exercising any authority throughout this Agreement.

"Servicer" means First Swiss Mortgage Corp.

"Servicing Fee or Servicing Fees " means the fee or fees paid or payable to Servicer for providing the services set out in this Agreement calculated and described in paragraph 6 herein.

"Trust Agreement" means an agreement made between the Servicer as Trustee and the Owners as beneficiaries under which Servicer has no fiduciary or operational obligations or responsibilities and only hold the Loans as bare trustee in trust for the Owners as directed by them.

"First Swiss Asset Management" is operated by and is a business of First Swiss Mortgage Corp.

1. Scope.

The Owners hereby engage Servicer to manage and administer the Loans. The scope of such engagement includes:

- (a) collecting all scheduled payments on the Loans;
- (b) reporting and accounting on all required financial aspects of the Loans;
- (c) protecting the security for the Loans;
- (d) consulting with the Owners and seeking Instruction from the Majority, as required on the Loans on non-routine collection matters; and

2. Term and Termination.

(a) This Agreement shall commence on the first day of the month next ensuing after:

- (i) all the Owners have signed this Agreement
- (ii) all the details of the Loans have been completed in full on Schedule "A", and
- (iii) all ancillary documents Servicer requires from the Owners to administer the Loans have been provided.

(b) This Agreement shall terminate, in respect of any Loan, on the occurrence of any of the following events:

- (i) re-payment in full of the Loan and registration of a discharge of the Loan;
- (ii) thirty (30) days written notice by Servicer provided to the Owners terminating the engagement;

- (iii) subject to paragraph 7 below, the registration or transfer of titled interest to the Owners, by way of foreclosure, in the property that is security for any Loan;
- (iv) exercise by the Owners of the termination right set out in paragraph 6 herein; and
- (v) exercise by the Owners of a Default Option.

Forthwith following the termination of Servicer's engagement in respect to a Loan, Servicer shall deliver to the Owners all funds held by Servicer to be paid to the Owners, together with an appropriate accounting and all necessary documentation, after deducting or withholding all amounts owed to Servicer for outstanding Servicing Fees and Reimbursable Expenses. The Owners shall immediately pay Servicer any balance of monies due to Servicer.

3. Specific Loan Servicing Functions.

Servicer shall comply in all respects with the laws of the governing jurisdiction in the administration of the Loans and Servicer shall, where required in respect of any Loan:

- (a) issue statements to the borrower;
- (b) issue payout demands, beneficiary statements and mortgage ratings;
- (c) demand, receive and collect all Loan payments and deposit cheques by the next business day into Servicer's trust account and pay amounts owed to the Owners within 25 days of receipt;
- (d) issue annual statements to the borrower and Owners;
- (e) respond to borrower inquiries, demands and requests;
- (f) grant appropriate payment deferrals, but not of the maturity of any Loan, unless approved the Owner, or a Majority where required;
- (g) ensure the continued coverage of property insurance and monitor any claims affecting an Owner's interest in the security for any Loan;
- (h) receive default notices in respect to priority claims or encumbrances;
- (i) receive notices of property tax delinquencies;
- (j) execute and deliver on the Owners' behalf any documents required to exercise any rights or duties which an Owner may have under any Loan or Deed of Trust, including, but not limited to, substitution of trustee, request for full or partial reconveyance, payoff demands, beneficiary statements, declarations and notices of default, instructions to a Trustee (appointed or substituted) of any Deed of Trust;
- (k) upon receiving the Instruction of an Owner or a Majority, where required, initiate and direct judicial or non-judicial enforcement proceedings in respect of any Loan. Servicer shall communicate to the Owners any significant material information about collection proceedings concerning a Loan.

4. Fees, Expenditures, Disbursements and Protective Advances.

- (a) Each Owner hereby irrevocably authorizes and directs Servicer:
 - (i) to use all prudent efforts and practices to protect the Owners' interests in the Loans as Servicer deems expedient and proper;

(ii) to retain, instruct, authorize or direct third parties or outside services such as, but not limited to, contractors, appraisers, realtors, lawyers or foreclosure companies to further evaluate, protect and preserve the Owners' interests and Owners agree to co-operate with any such third party;

(iii) to conduct any investigative work, settlement negotiations, mediation or arbitration applications or proceedings or court actions as Servicer may, in its sole and unfettered discretion, deem appropriate or advisable;

(iv) to make such advances as are necessary and prudent in Servicer's absolute discretion to protect Owners' interests in the Loans, including advancing its own funds to pay priority claims, property or title insurance, power of sale, foreclosure or other collection expenses, repair, maintenance and management fees and expenses, commissions and advertising, litigation expenses and similar items, but not Loan payments.

(b) Servicer shall be repaid any Reimbursable Expenses within 10 days after written demand is provided to the Owners specifying the percentage share for which each Owner is responsible. Interest at the Loan rate shall be chargeable on any Reimbursable Expenses from the date any payments are due to the date of payment. Servicer may, at its discretion, be repaid in whole or in part for any Reimbursable Expenses by set-off from Loan payments as they are received, until the Reimbursable Expenses are repaid in full. To secure the obligation to repay any Reimbursable Expenses, the Owners hereby irrevocably assign to Servicer such portion of the Loan payments received as are required to pay the Reimbursable Expenses outstanding from time to time.

Servicer may produce a copy of this Agreement as evidence of the authority granted herein.

5. Loan Documents.

Servicer shall hold, on behalf of the Owners, all documents and files pertaining to the Loans.

6. Servicing Fee, Compensation.

(a) Servicing Fees shall be paid and satisfied by apportioning the interest payable in respect of each Loan. The Servicing Fee shall be an amount equal to two percentage points of the annual interest payable in respect of any Loan. (By way of example, the Servicing Fee apportionment of the interest payable on a Loan with an annual interest rate of 15.00% is 2.00% per annum and the Owners' share of the interest payable will be the remaining 13.00% per annum). The Servicing Fee shall be calculated and payable monthly as a deduction from the monthly payment received under any Loan before payment or deposit of any amount owed to the Owners. No principal portion of an amortized monthly payment shall be included in the calculation of Servicing Fees.

(b) Reimbursable Expenses and all other amounts chargeable or received by Servicer as fees for such items as beneficiary statements, demands, late charges, prepayment penalties, early closure fees, wiring fees, overnight charges, NSF fees, renewal fees, re-conveyance fees, advancing fees, bankruptcy administration fees or any fees charged by Servicer are all deemed

earned by Servicer as compensation for services rendered by Servicer in addition to Servicing Fees and shall not be set-off against, deducted from or reduce the Servicing Fees to which Servicer is entitled.

(c) The Servicing Fee for any Loan is subject to change by Servicer upon 30 days prior written notice to the Owners. Upon receipt of a notice of a change in the Servicing Fee for any Loan, an Owner, or a Majority, where required, may, by notice in writing delivered to Servicer within the 30 day notice period, terminate this Agreement in respect to that Loan or Loans for which Servicer seeks to change the Servicing Fee.

(d) Notwithstanding anything contained in this Agreement to the contrary and notwithstanding the termination of this Agreement in respect to any Loan, Servicer shall be deemed to have earned and shall be paid a Servicing Fee for a minimum of three (3) months for each Loan that forms part of this Agreement. In addition to the Servicing Fees paid, payable or deemed payable for each Loan, in the event of the termination of this Agreement by the Owners in respect of any Loan in accordance with this section, the Owners shall pay Servicer a fifty (\$50.00) dollar cancellation fee for each such Loan affected thereby.

7. Power of Sale and Real Estate Owned.

(a) The Power of Sale process is initiated by giving a notice to the borrower after 15 days of default and the Owners are notified of a default under the mortgage. The Owners agree that Servicer is appointed as sales representative for the Owners to liquidate any real estate acquired by the Owners by way of foreclosure proceedings under any Loan. All Servicing Fees payable prior to the acquisition of title by an Owner shall continue to be payable until title is acquired. The parties shall use their best efforts to negotiate a management agreement in respect to the administration and management of any such property transferred to an arm's length third party purchaser. The terms of the management agreement shall provide for commercially reasonable fees for services arranged or provided by Servicer and an irrevocable authorization and direction to Servicer to arrange or provide such services that may include, but are not limited to: (i) placing title or property insurance, (ii) repairs and maintenance, tenant relations, and security, (iii) leasing, (iv) contracting improvements and valuations, (v) retaining realtors or brokers, lawyers or accountants, to market or advertise property for sale, negotiate terms, review or prepare documents and complete transactions, (vi) reviewing and accepting offers to purchase at prices and on terms approved by the Owners or a Majority as required and (vii) executing necessary and appropriate documentation to complete transactions.

(b) The authority granted to Servicer in paragraph 4 above to arrange or make expenditures in respect of any Loan shall extend to the services provided by Servicer contemplated by this paragraph 7 and Servicer shall be repaid Reasonable Expenses in like manner. In addition Servicer may, at its discretion, be repaid in whole or in part for any Reimbursable Expenses by set-off from any Loan payments held, any rental payments as they are received, or the net proceeds of the sale of a property ('net proceeds' being defined as the proceeds of sale after the required payment of any amount to transfer clear title to a purchaser and any payments due to third parties retained by Servicer) prior to the payment of any balance remaining to the Owners, until the Reimbursable Expenses are repaid in full.

(c) To secure the obligation to repay any Reimbursable Expenses, the Owners hereby irrevocably assign to Servicer such portions of (i) any Loan payments still held by Servicer, (ii) any rental payments or other income amounts received by Servicer, (iii) any deposit credit due to the Owners from a realtor or broker, or (iv) the balance due on closing in respect of the sale of any property governed by this paragraph 7, as are required to pay the Reimbursable Expenses outstanding from time to time.

8. Representations and Warranties

Each Owner covenants, represents and warrants as follows:

- (a) the Owner has executed this Agreement as a principal for his or her own account or an 'affiliated' nominee or investment holding company and not for the benefit of any third party;
- (b) the Owner has the capacity to enter into this Agreement and perform the Owner's obligations hereunder and to give full effect to this Agreement;
- (c) this Agreement has been duly executed and delivered by the Owner and constitutes a valid and binding obligation enforceable in accordance with its terms, subject to the qualification that enforcement may be limited by bankruptcy, insolvency and other laws generally affecting the rights of creditors and subject to the availability of equitable remedies being in the discretion of a court of competent jurisdiction;
- (d) all information given by the Owner to Servicer in connection with this Agreement is true and correct;
- (e) the Owner understands and acknowledges that any sale or transfer of the Owner's rights or interests set out herein by the Owner may be restricted or limited and may require the consent of all or a Majority of the Owners in respect of any Loan or Loans;
- (f) the Owner has knowledge of the business risks applicable to this Agreement and has had an opportunity to ask and have answered by Servicer all questions that the Owner wished to raise with respect to (i) the business and affairs contemplated by this Agreement and (ii) the Loans and the properties secured thereby, to the Owner's full satisfaction;
- (g) Servicer has made no representations relating to the future performance of any Loan or given any projections or forecasts, financial or otherwise, to the Owner;
- (h) the Owner understands that the security for any Loan is directly related to the equity in the real estate secured by the Loan and that the value or marketability of real estate can change at any time and therefore equity in secured real estate can increase or decrease accordingly. The Owner hereby releases Servicer from any liability whatsoever in connection with the determination of the value of the secured real estate.

- (i) if any Loan has been previously managed or serviced by another servicing agent or by the Owner, any of whom have provided information to Servicer concerning a Loan, Servicer may rely on all such information provided to it and Servicer will have no duty or obligation to the Owner to research or confirm any such information given to Servicer; and
- (j) the Owner has been advised to obtain, and has obtained, independent legal and financial advice with respect to the transactions contemplated herein.

9. Indemnities

Each Owner hereby indemnifies the Servicer and saves the Servicer harmless from any and all liability and all costs, expenses, damages and claims to which the Servicer may be exposed in respect to:

- (a) Owner's interference with Servicer's exercise of its duties herein or rejection of Servicer's written recommendations in the exercise of such duties,
- (b) Owner's default or breach of this Agreement,

10. Arbitration.

All disputes between the parties hereto and their respective officers, directors, agents, employees and assignees, arising out of this Agreement or relating to the Loans, including, the arranging and servicing of the Loans and any services in connection with any property acquired, shall be determined by binding arbitration in accordance with the governing arbitration legislation of the jurisdiction in which a property is situate, if such law exists. To the extent that it may be possible in any jurisdiction, all parties hereto agree that the arbitration proceedings shall be the final determination of any issue and no resort or recourse may be made to a court by way of appeal or circumvention of the arbitration mandate set out herein, provided that if legally permitted, required or expedient for enforcement purposes, an arbitration award or judgment may be entered in any court having jurisdiction. All parties hereto acknowledge that by agreeing to this arbitration mandate, they are waiving the right or ability to have the dispute litigated in a judicial process, with rights of discovery, application of the rules of evidence and appeal.

11. Default Option

In the event of a Loan in Default, the Owners of the Loan will have the right to exercise a Default Option. A Loan will qualify for a Default Option if it has been in Default for Ninety (90) days or more. The terms and conditions of the Default Option are:

- (a) Subject to availability and at the Servicer's discretion, the Default Option will include one of these three alternatives, each of which is described in this section:
 - (i) Mortgage Exchange
 - (ii) Mortgage Buy-Back
 - (iii) Default Management,

- (b) In addition to any regular notice advising the Owners of the status of a Loan, whether or not in Default, Servicer will provide the Owners with a special notice (the "Default Option Trigger Notice") advising that a Loan in Default qualifies for the Default Option. A Default Option Trigger Notice may be given at any time after the Loan continues to be in Default for Ninety (90) days. An Owner, or a Majority where required, must give notice in writing to Servicer, within ten (10) days of receiving a Default Option Trigger Notice that it wishes to exercise the Default Option specified by the Servicer.

- (c) If the Servicer offers a Mortgage Exchange, Servicer will include with Default Option Trigger Notice a list of up to three (3) alternative performing mortgage loans from its own portfolio that Servicer will make available to replace the Loan in default. The list provided shall contain sufficient details as to the location of the properties secured, the financial terms of the mortgage and a statement as to the payment history of each mortgage. Servicer shall not be required to provide any other information concerning the borrowers.
 - (i) Servicer shall offer a range of performing replacement mortgages, to the extent available, that approximate the principal balance of the Loan in Default within a range of plus or minus twenty thousand (\$20,000.00) dollars and an interest rate of plus or minus three (3%) per cent with a balance of term remaining from 3 months to 5 years. Servicer may endeavour, but shall not be required, to approximate loan to value ratio or location.
 - (ii) Servicer shall prepare all documents required to effect the exchange, including any title documents, releases, assignments or amending agreements and all parties covenant and agree to execute and deliver the documents and adjust all amounts as of a completion date to be the next business day following fifteen (15) days after the Owner's exercise of the Default Option.
 - (iii) Servicer will provide a statement of adjustments, adjusted as of the completion date, which will calculate:
 - 1. any principal balance differential to be credited to Servicer or Owners,
 - 2. the total of the monthly payments in arrears under the Loan in Default to be credited to the Owners, pro-rated to the completion date if a partial month.

- (d) If the Servicer offers a Mortgage Buy-Back, Servicer will offer to purchase the Loan in Default. If accepted by the Owner, Servicer will purchase the Loan in Default from the Owner at a value equal to the principal amount outstanding at the time of default.
 - (i) Servicer will provide a statement of adjustments, adjusted as of the completion date, which will calculate the total of the monthly payments in arrears under the Loan in Default to be credited to the Owners, pro-rated to the completion date if a partial month.

- (ii) Servicer shall prepare all documents required to effect the Buy-Back, including any title documents, releases, assignments or amending agreements and all parties covenant and agree to execute and deliver the documents and adjust all amounts as of a completion date to be the next business day following fifteen (15) days after the Owner's exercise of the Default Option.
- (e) If the Servicer offers Default Management, Servicer will handle the entire default management process and will pay for all costs associated with it, including legal fees and real estate sales commissions until the property is sold. Upon completion of the sale the Owner(s) will have the priority to receive principal amount and interest owing to them under the terms of the mortgage subject to the limit of the total available sales proceeds with no further liability to Servicer, but any excess funds (if any) after payout of principal and interest to Owner(s) will be for the account of Servicer as compensation for reimbursement of its costs. Servicer will provide a statement of adjustments, adjusted to the completion date of the Default Management process.
- (f) Once the Default Option is exercised no Servicing Fees or Reimbursable Expenses shall be payable by the Owners in respect of the Loan in default from the time that the Default first occurs.
- (g) Notwithstanding anything herein contained, if a Loan in Default is brought into good standing, redeemed or paid out prior to the scheduled completion of the Default Option or during the process of default management, the exercise of Default Option by the Owners shall be rendered null and void and this section shall not be applicable.

12. Notices

Any notice, demand, approval, consent, information, agreement, payment, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by registered mail. **The addresses for Notice are as follows:**

**** and by e-mail**

If intended for Servicer:

First Swiss Mortgage Corp.
911 - 7191 Yonge Street
Thornhill, Ontario
L3T 0C4

If intended for any Owner:

The address set out herein adjacent to each Owner's signature

Any Notice shall be deemed to have been validly and effectively given and received on the second business day next following the day it was posted.

13. General

(a) Gender and Number

Words importing the singular include the plural and vice versa. Words importing gender include all genders.

(b) Captions

The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.

(c) Obligations as Covenants

Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

(d) Applicable Law

Unless specifically not permitted by the laws of the jurisdiction where any property is situate, this Agreement shall be construed, interpreted, enforced and governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

(e) Currency

All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

(f) Invalidity

If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any party or circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

(g) Amendment of Agreement

No supplement, modification, waiver or termination (other than a termination pursuant to the terms of this Agreement) of this Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

(h) Calendar

For the purposes of this Agreement the terms "banking days" or "business days" shall mean any day of the week other than a Saturday, Sunday or civic or Statutory Holiday as may be applicable in the City of Toronto, Province of Ontario.

(i) Time

Time shall be of the essence of this Agreement. If anything herein is to be done on a day, which is not a business day, the same shall be done on the next succeeding business day. Unless otherwise provided hereto, all references to time shall mean Toronto, Ontario time.

(j) Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

(k) Entire Agreement

This Agreement and any instruments and other documents made as of the date hereof or contemplated herein to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto and supersedes and replaces all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. It is understood and agreed that there are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Agreement, whether expressed or implied, collateral or otherwise, except those set forth herein or the Schedules attached hereto.

(l) Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

(m) Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

(n) Assignment

No Owner may assign its rights and/or obligations hereunder and/or its interest herein in whole or in part (or agree to do so) without the prior written consent of Servicer, which consent may be withheld by Servicer in its sole and absolute discretion. The Owner shall provide Servicer with all information about any proposed assignee or assignment that Servicer requires.

(o) Expenses

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, financial advisors, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(p) Interpretation

The parties hereto acknowledge and agree that: (a) each party and its counsel have carefully reviewed the terms and provisions of this Agreement; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favour of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

(q) Third Party Beneficiaries

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any other person or entity, other than the parties hereto, and only the parties hereto shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Each party acknowledges and agrees that they are separate entities, each of which have entered into this Agreement for independent reasons and that the execution and performance of this Agreement, including but not limited to the agreements of the parties in this section, does not create a partnership or joint venture between the parties.

(r) Document Execution

This Agreement may be executed in several counterparts, each of which so executed is deemed to be an original, and such counterparts together constitute one and the same instrument. Execution of this Agreement or any document or notice hereunder by telefax, portable document format, tagged image format or other form of electronic signature constitutes valid, effective and binding execution of that document.

14. Schedules

Schedule "A" - Loans

In Witness Whereof the parties have executed this agreement:

Dated at Thornhill this 15th day of October, 2018

First Swiss Mortgage Corp.

Per: _____
Patrick Dookram – V.P. Trading & Portfolio Management
We have authority to bind the corporation

Per: _____
(name-title)
We have authority to bind the corporation

*Owner's
Full Name
(Please
Print):* Jared Green

Signature:  _____

*Owner's
Full Name
(Please
Print):* _____

Signature: _____

Owner Mailing Address: 173 Dunvegan Road
City: Toronto *Province:* Ontario
Postal Code: M5P 2P1 *Work Phone:* _____
Cell: 607-227-7835 *E-Mail:* jared@gravyprojects.com

Cheque payable to:

Instruction For Direct Deposit (please attach a void cheque)

Bank name _____
Account No. _____
Transit No. _____
Bank Address: _____
City: _____
Postal Code: _____

For internal use only
Accepted by First Swiss Mortgage Corp _____
(Servicer)
Authorized Officer's Full Name (Please _____
Print):
Signature:

Schedule A

(This Schedule is an integral part of this agreement)

1. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	
2. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	
3. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	
4. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	

5. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____
Mortgage amount: _____
Maturity date: _____
Interest rate: _____

6. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____
Mortgage amount: _____
Maturity date: _____
Interest rate: _____

7. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____
Mortgage amount: _____
Maturity date: _____
Interest rate: _____

8. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____
Mortgage amount: _____
Maturity date: _____
Interest rate: _____


EXHIBIT "B"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:

A small rectangular box containing a handwritten signature in blue ink that reads "Philip".

36124C4218DD47C...

Commissioner for Taking Affidavits

ASSIGNMENT OF MORTGAGES

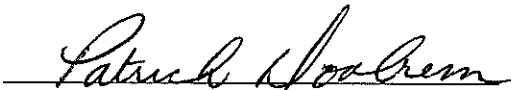
To: Jared Green (Assignee)

Re: Second Mortgages listed on Schedule "A"

In Consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged) and the sum of **Seventy-One Thousand, Four Hundred Ninety-Three Dollars, Fifty Cents (\$71,493.50)** of lawful money of Canada the Assignor does hereby assign, transfer and set over unto the Assignee, its successors and assigns all of the Assignor's right, title and interest as mortgagee in and to each and every mortgage listed on Schedule "A" hereto and the benefit and advantage thereof and of all covenants and agreements contained therein on the part of each mortgagor or any guarantor or indemnifier thereof to be observed, performed or kept and all moneys thereby reserved or payable thereunder and hereafter to become due, payable or owing.

Dated at Toronto this 11th day of March, 2019

First Swiss Mortgage Corp.(Assignor)

per: 
Authorized Signing Officer
I have authority to bind the corporation

Schedule A. - (This Schedule is an integral part of this agreement)

Mortgages

1. Mortgage account number: 060219AS
Borrower(s) full names: Alan Stevens
Tammy Nivet
Property address: 448 Waverly Street N.
Oshawa, ON L1J 5W3
Mortgage amount: \$71,493.50
Maturity date: April 1, 2020
Interest rate: 13.99%

2. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

3. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

4. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

5. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

6. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____


Mortgage amount: _____
Maturity date: _____
Interest rate: _____

EXHIBIT "C"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:


36124C4218DD47C...

Commissioner for Taking Affidavits

ADDENDUM AGREEMENT

This is an addendum to the following agreements:

1. Servicing Agreement dated October 15, 2018
2. Trust and Beneficial Owner Agreement dated October 15, 2018
3. Assignment of Mortgages dated March 11, 2019

made between

**Jared Green ("Green") and
First Swiss Mortgage Corp. ("First Swiss")**

Re: Second Mortgages listed on Schedule "A1"


In consideration of the premises, other good and valuable consideration and the sum of Two (\$2.00) Dollars paid by each party to the other, the sufficiency and receipt of which is acknowledged by each of the parties and the sum of One Hundred and Seven Thousand, Nine Hundred Ninety Dollars (\$107,990.00) of lawful money of Canada paid by Green to First Swiss, the parties hereto agree:

1. The second mortgages listed on Schedule "A1" hereto shall, from and after the date set out herein, be treated, incorporated and included as second mortgages for the purposes set out in the respective agreements listed above, to be dealt with as provided therein as with all other mortgages listed on the respective Schedules attached thereto.
2. First Swiss, as assignor hereby assigns, transfer and set over unto Green, as beneficial owner and assignee, its successors and assigns all of First Swiss' right, title and interest as mortgagee in and to each and every mortgage listed on Schedule "A1" hereto and the benefit and advantage thereof and of all covenants and agreements contained therein on the part of each mortgagor or any guarantor or indemnifier thereof to be observed, performed or kept and all moneys thereby reserved or payable thereunder and hereafter to become due, payable or owing.

This Addendum shall be deemed to be attached to each of the agreements referred to above.

Dated at Toronto this 8th day of November, 2019

FIRST SWISS MORTGAGE CORP.

per: 
 Authorized Signing Officer
 I have authority to bind the corporation

Jared Green

Witness

Schedule A1. - (This Schedule is an integral part of this agreement)

Mortgages

1. Mortgage account number: 081019AO

Borrower(s) full names: Alina Owsianik
Daniel Petrisor

Property address: 3106 Nawbrook Road
Mississauga, ON L4X 2V5

Mortgage amount: \$107,990.00

Maturity date: January 1, 2021

Interest rate: 12.99%

2. Mortgage account number: _____

Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____

Maturity date: _____

Interest rate: _____

3. Mortgage account number: _____

Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____

Maturity date: _____

Interest rate: _____

4. Mortgage account number: _____

Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____

Maturity date: _____

Interest rate: _____

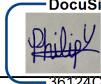
EXHIBIT "D"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:

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Commissioner for Taking Affidavits

ADDENDUM AGREEMENT

This is an addendum to the following agreements:

1. Servicing Agreement dated October 15, 2018
2. Trust and Beneficial Owner Agreement dated October 15, 2018
3. Assignment of Mortgages dated March 11, 2019

made between **Jared Green ("Green") and
First Swiss Mortgage Corp. ("First Swiss")**

Re: **Second Mortgages listed on Schedule "A2"**

In consideration of the premises, other good and valuable consideration and the sum of Two (\$2.00) Dollars paid by each party to the other, the sufficiency and receipt of which is acknowledged by each of the parties and the sum of One Hundred and Nine Thousand, Nine Hundred Ninety Dollars (\$109,990.00) of lawful money of Canada paid by Green to First Swiss, the parties hereto agree:

1. The second mortgages listed on Schedule "A2" hereto shall, from and after the date set out herein, be treated, incorporated and included as second mortgages for the purposes set out in the respective agreements listed above, to be dealt with as provided therein as with all other mortgages listed on the respective Schedules attached thereto.
2. First Swiss, as assignor hereby assigns, transfer and set over unto Green, as beneficial owner and assignee, its successors and assigns all of First Swiss' right, title and interest as mortgagee in and to each and every mortgage listed on Schedule "A2" hereto and the benefit and advantage thereof and of all covenants and agreements contained therein on the part of each mortgagor or any guarantor or indemnifier thereof to be observed, performed or kept and all moneys thereby reserved or payable thereunder and hereafter to become due, payable or owing.

This Addendum shall be deemed to be attached to each of the agreements referred to above.

Dated at Toronto this 12th day of October, 2022

FIRST SWISS MORTGAGE CORP.

per: Patrick Dookram
Authorized Signing Officer
I have authority to bind the corporation

Jared Green
Jared Green

Witness
Witness

Schedule A2. - (This Schedule is an integral part of this agreement)

Mortgages

1. Mortgage account number:	220822CP
Borrower(s) full names:	Coleen Paul Rajat Paul
Property address:	28 Greybeaver Trail Toronto, ON M1C 4N9
Mortgage amount:	\$109,990.00
Maturity date:	November 1, 2023
Interest rate:	13.99%

2. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	

3. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	


4. Mortgage account number:	
Borrower(s) full names:	
Property address:	
Mortgage amount:	
Maturity date:	
Interest rate:	

EXHIBIT "E"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:


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Commissioner for Taking Affidavits

From: [Jared Green](#)
To: [Patrick Dookram](#)
Cc: [Binita Patel-Green](#)
Subject: Re: November Interest Payments
Date: Tuesday, March 7, 2023 10:26:49 AM

Patrick- just called every number at your company and all extensions lead to Laura-

I am emailing and calling and you don't call me back. I also have not received my interest payment for February.

What is going on?

GRAVY PROJECTS
Jared Green
607.227.7835
jared@gravyprojects.com

On Mar 6, 2023, at 6:56 PM, Jared Green <jared@gravyprojects.com> wrote:

Patrick- the message below was sent a week ago- we need to talk, pls call me tonight or tomorrow-

GRAVY PROJECTS
Jared Green
607.227.7835
jared@gravyprojects.com

On Feb 28, 2023, at 2:12 PM, Jared Green
<jared@gravyprojects.com> wrote:

Patrick- emailed yesterday and tried you today (could not leave a voicemail as Laurie's voicemail was full)-

I continue to have to chase you to find out information about his loan.

This loan is 60 days past due with no idea when repayment will occur.

You did not have my authority to extend this loan initially and the 60 days was a courtesy that I felt was more than generous. At this point, you will need to figure out a bridge solution until you can find a permanent solution- if you haven't already.

I will need things defined today.

Jared Green
607.227.7835

On Feb 27, 2023, at 3:59 PM, Jared Green
<jared@gravyprojects.com> wrote:

Patrick- how are we looking for a payoff tomorrow?

GRAVY PROJECTS

Jared Green
607.227.7835
jared@gravyprojects.com

On Feb 22, 2023, at 10:15 AM, Jared Green
<jared@gravyprojects.com> wrote:

Patrick- I will need an update today- let me know when works and I will call you.

Also provide me a number as I can't seem to reach your extension.

GRAVY PROJECTS

Jared Green
607.227.7835
jared@gravyprojects.com

On Feb 21, 2023, at 1:33 PM,
Jared Green
<jared@gravyprojects.com>
wrote:

Patrick- tried you just now but again your extension is going to someone else's voicemail.

Give a shout when able- would like to know when the payoff is happening.

j.

GRAVY PROJECTS

Jared Green
607.227.7835
jared@gravyprojects.com

On Dec 20, 2022,
at 9:03 AM, Patrick
Dookram
<patrick.dookram
@firstswissam.com
> wrote:

Hello Jared,

Thanks for the
update and the 60-
day extension. We
will begin the
process of trading
over the mortgage
to another investor,
so hoping we can
get it done before
the 60 day period.

I will advise
accordingly once
things are finalized.

Best regards,

Patrick

Patrick Dookram
V.P. Trading &
Portfolio
Management |
First Swiss
Asset Management
7191 Yonge St. |
Suite 911 |
Thornhill, ON |
L3T 0C4
T: 416-227-2000
Ext 1013 | F:
416-227-2008
Patrick.Dookram@
firstswissam.com
www.firstswissam
.com

On 2022-12-19
10:18 a.m., Jared
Green wrote:

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Patrick
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Let us
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**GRAV
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Jared
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[jared@
gravyp
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com](mailto:jared@gravyp.rojects.com)

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EXHIBIT "F"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Philip", is enclosed within a blue rounded rectangular border.

36424C4218DD47C...

Commissioner for Taking Affidavits

PROPERTY DESCRIPTION: LT 39 PL 846 OSHAWA; S/T OS157923;; CITY OF OSHAWAPROPERTY REMARKS:ESTATE/QUALIFIER:FEE SIMPLE
LT CONVERSION QUALIFIEDRECENTLY:

RE-ENTRY FROM 16300-0529

PIN CREATION DATE:

2000/02/18

OWNERS' NAMESODUSE, KAYODE
ODUSE, OLUWASEYICAPACITY SHAREJTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/01/31 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/02/18**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/02/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2000/02/21 **</p>						
OS156410	1966/07/20	AGR SUBDIVISION		*** DELETED AGAINST THIS PROPERTY ***	THE CORPN. OF THE CITY OF OSHAWA	
		REMARKS: SKETCH ATTACHED.				
OS157923	1966/10/12	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	C
OS158559	1966/11/10	DISCHARGE		*** COMPLETELY DELETED ***		
		REMARKS: PARTIAL, OS156410				
D210915	1985/12/16	NOTICE				C
		REMARKS: AIRPORT ZONING REGULATIONS				
D280293	1988/05/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	HERMANS, SANDRA JEAN	

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
D510596	1998/02/24	CHARGE		*** DELETED AGAINST THIS PROPERTY *** HERMANS, SANDRA JEAN HERMANS, FRANK MARTIN	HERMANS, FRANK MARTIN BANK OF MONTREAL		
DR33292	2001/11/02	TRANSFER		*** COMPLETELY DELETED *** HERMANS, SANDRA JEAN HERMANS, FRANK MARTIN	HERMANS, FRANK MARTIN		
DR75550	2002/05/15	CHARGE		*** COMPLETELY DELETED *** HERMANS, FRANK MARTIN	BANK OF MONTREAL		
DR273533	2004/05/04	CHARGE		*** COMPLETELY DELETED *** HERMANS, FRANK MARTIN	BANK OF MONTREAL		
DR287194	2004/06/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL			
		<i>REMARKS: RE: DR75550</i>					
DR366755	2005/02/25	TRANSFER		*** COMPLETELY DELETED *** HERMANS, FRANK MARTIN	HERMANS, FRANK MARTIN HERMANS, ADA		
DR368902	2005/03/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL			
		<i>REMARKS: RE: D510596</i>					
DR893480	2010/04/29	TRANSFER		*** COMPLETELY DELETED *** HERMANS, ADA HERMANS, FRANK MARTIN	HERMANS, FRANK MARTIN		
DR897934	2010/05/14	CHARGE		*** COMPLETELY DELETED *** HERMANS, FRANK MARTIN	BANK OF MONTREAL		
DR904090	2010/06/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL			
		<i>REMARKS: DR273533.</i>					
DR1095403	2012/06/15	TRANSFER		*** COMPLETELY DELETED *** HERMANS, FRANK MARTIN	PORDAGE, VALERIE		
		<i>REMARKS: PLANNING ACT STATEMENTS</i>					

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
DR1095404	2012/06/15	CHARGE		*** COMPLETELY DELETED *** PORDAGE, VALERIE	BANK OF MONTREAL		
DR1098735	2012/06/27	CHARGE		*** COMPLETELY DELETED *** PORDAGE, VALERIE	BANK OF MONTREAL		
DR1103159	2012/07/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL			
		<i>REMARKS: DR897934.</i>					
DR1633081	2017/08/31	TRANSFER		*** COMPLETELY DELETED *** PORDAGE, VALERIE	STEVENS, ALAN NIVET, TAMMY		
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
DR1633082	2017/08/31	CHARGE		*** COMPLETELY DELETED *** STEVENS, ALAN NIVET, TAMMY	COMPUTERSHARE TRUST COMPANY OF CANADA		
DR1634341	2017/09/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL			
		<i>REMARKS: DR1098735.</i>					
DR1634994	2017/09/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL			
		<i>REMARKS: DR1095404.</i>					
DR1783461	2019/04/01	CHARGE		*** COMPLETELY DELETED *** NIVET, TAMMY STEVENS, ALAN	SALESIO HOLDINGS INC.		
DR1875516	2020/02/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** SALESIO HOLDINGS INC.			
		<i>REMARKS: DR1783461.</i>					
DR1875577	2020/02/28	TRANSFER	\$570,000	NIVET, TAMMY STEVENS, ALAN	ODUSE, KAYODE ODUSE, OLUWASEYI	C	
DR1875578	2020/02/28	CHARGE	\$528,903	ODUSE, KAYODE ODUSE, OLUWASEYI	CANADIAN IMPERIAL BANK OF COMMERCE	C	
DR1890672	2020/04/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA			

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

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



LAND
REGISTRY
OFFICE #40

16300-0264 (LT)

PAGE 4 OF 4
PREPARED FOR HSheth01
ON 2023/03/08 AT 11:48:25

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


REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<i>REMARKS: DR1633082.</i>						

EXHIBIT "G"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:

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Commissioner for Taking Affidavits



LAND
REGISTRY
OFFICE #43

13332-0160 (LT)

PAGE 1 OF 6
PREPARED FOR HSheth01
ON 2023/03/08 AT 11:50:14

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

PROPERTY DESCRIPTION: PCL 122-1, SEC 43M447; LT 122, PL 43M447; S/T A RIGHT AS IN LT472375 ; S/T LT393141; CITY OF MISSISSAUGA

PROPERTY REMARKS: SUBJECT TO SPOUSAL RIGHTS OF THE SPOUSE OF OWSIANIK, ALINA DOMINIKA , IF ANY, AS IN PR3747565.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/12/23

OWNERS' NAMES
BASSET, MATTHEW CHRISTOPHER

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/12/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/12/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/12/20 **						
RO567764	1980/12/29	AGREEMENT			THE CORPORATION OF THE CITY OF MISSISSAUGA	C
43R9731	1982/01/21	PLAN REFERENCE				C
LT375548	1982/05/07	NOTICE AGREEMENT			MISSISSAUGA HYDRO-ELECTRIC COMMISSION	C
LT375550	1982/05/07	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF MISSISSAUGA THE REGIONAL MUNICIPALITY OF PEEL	C
LT393141	1982/09/17	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA MISSISSAUGA HYDRO-ELECTRIC COMMISSION	C
LT472375Z	1983/11/28	APL ANNEX REST COV				C
LT1645116	1996/07/04	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
LT1646699	1996/07/12	APL (GENERAL) REMARKS: LT375550				C
LT1646700	1996/07/12	TRANSFER		*** COMPLETELY DELETED ***	CHOI, CHANGOK CHOI, JINSUCK	
LT1646701	1996/07/12	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
LT1646702	1996/07/12	CHARGE		*** COMPLETELY DELETED ***	JEZIORSKI, STEFAN	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT1700488	1997/02/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	JEZIORSKI, EMILA	
		REMARKS: RE: LT1645116				
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		REMARKS: PEARSON AIRPORT ZONING REGULATION				
LT2129325	2000/09/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** JEZIORSKI, STEFAN JEZIORSKI, EMILA		
		REMARKS: RE: LT1646702				
PR431219	2003/05/08	CHARGE		*** COMPLETELY DELETED *** CHOI, CHANGOK CHOI, JINSUCK	ROYAL BANK OF CANADA	
PR690182	2004/07/30	TRANSFER		*** COMPLETELY DELETED *** CHOI, CHANGOK CHOI, JINSUCK	BERISHA, SHUKRI MARK BERISHA, DEBORAH GEORGETTE	
PR690183	2004/07/30	CHARGE		*** COMPLETELY DELETED *** BERISHA, SHUKRI MARK BERISHA, DEBORAH GEORGETTE	CIBC MORTGAGES INC.	
PR767759	2004/12/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: RE: LT1646701				
PR899614	2005/08/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: RE: PR431219				
PR1260515	2007/05/18	CHARGE		*** COMPLETELY DELETED *** BERISHA, DEBORAH GEORGETTE BERISHA, SHUKRI MARK	CANADIAN IMPERIAL BANK OF COMMERCE	
PR1415827	2008/02/14	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR1781783	2010/02/25	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: PR1415827.				
PR1781895	2010/02/25	TRANSFER		*** COMPLETELY DELETED *** BERISHA, DEBORAH GEORGETTE BERISHA, SHUKRI MARK	BERISHA, DEBORAH GEORGETTE	
PR1781896	2010/02/25	CHARGE		*** COMPLETELY DELETED *** BERISHA, DEBORAH GEORGETTE	HOME TRUST COMPANY	
PR1787209	2010/03/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
		REMARKS: PR690183.				
PR1972352	2011/03/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
		REMARKS: PR1260515.				
PR2097243	2011/10/27	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
PR2336573	2013/02/22	TRANSFER		*** COMPLETELY DELETED *** BERISHA, DEBORAH GEORGETTE	BERISHA, DEBORAH GEORGETTE BERISHA, SHUKRI MARK	
PR2336574	2013/02/22	CHARGE		*** COMPLETELY DELETED *** BERISHA, DEBORAH GEORGETTE BERISHA, SHUKRI MARK	HOME TRUST COMPANY	
PR2336616	2013/02/22	CHARGE		*** COMPLETELY DELETED *** BERISHA, DEBORAH GEORGETTE BERISHA, SHUKRI MARK	OLYMPIA TRUST COMPANY ISENOR, LEN	
PR2342996	2013/03/12	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
		REMARKS: PR2097243.				
PR2350274	2013/04/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
		REMARKS: PR1781896.				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR2517566	2014/04/01	TRANSFER		*** COMPLETELY DELETED *** BERISHA, DEBORAH GEORGETTE BERISHA, SHUKRI MARK	BEZRUCHAK, VASYL BEZRUCHAK, IRYNA	
		REMARKS: PLANNING ACT STATEMENTS.				
PR2517567	2014/04/01	CHARGE		*** COMPLETELY DELETED *** BEZRUCHAK, VASYL BEZRUCHAK, IRYNA	THE TORONTO-DOMINION BANK	
PR2517568	2014/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY ISENOR, LEN		
		REMARKS: PR2336616.				
PR2534235	2014/05/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
		REMARKS: PR2336574.				
PR2562039	2014/07/09	NO SEC INTEREST	\$3,283	HOME TRUST COMPANY		C
PR2748871	2015/07/17	CHARGE		*** COMPLETELY DELETED *** BEZRUCHAK, IRYNA BEZRUCHAK, VASYL	THE TORONTO-DOMINION BANK	
PR2920395	2016/05/30	TRANSFER		*** COMPLETELY DELETED *** BEZRUCHAK, IRYNA BEZRUCHAK, VASYL	PETRISOR, RARES DANIEL OWSIANIK, ALINA DOMINIKA	
PR2920396	2016/05/30	CHARGE		*** COMPLETELY DELETED *** OWSIANIK, ALINA DOMINIKA PETRISOR, RARES DANIEL	HOME TRUST COMPANY	
PR2920419	2016/05/30	CHARGE		*** COMPLETELY DELETED *** PETRISOR, RARES DANIEL OWSIANIK, ALINA DOMINIKA	2452041 ONTARIO INC.	
PR2934895	2016/06/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: PR2517567.				
PR2935129	2016/06/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: PR2748871.				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3139864	2017/06/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2452041 ONTARIO INC.		
		REMARKS: PR2920419.				
PR3149586	2017/06/21	CHARGE		*** COMPLETELY DELETED *** OWSIANIK, ALINA DOMINIKA PETRISOR, RARES DANIEL	MERIDIAN CREDIT UNION LIMITED	
PR3184423	2017/08/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
		REMARKS: PR2920396.				
PR3222649	2017/10/23	NO SEC INTEREST	\$1	HOME TRUST COMPANY		C
PR3454448	2019/03/07	CHARGE		*** COMPLETELY DELETED *** OWSIANIK, ALINA DOMINIKA PETRISOR, RARES DANIEL	1614358 ONTARIO LTD.	
PR3454675	2019/03/08	POSTPONEMENT		*** COMPLETELY DELETED *** CROWN CREST FINANCIAL CORP.	1614358 ONTARIO LTD.	
		REMARKS: PR2562039, PR3222649 TO PR3454448				
PR3581610	2019/12/03	CHARGE		*** COMPLETELY DELETED *** OWSIANIK, ALINA DOMINIKA PETRISOR, RARES DANIEL	FIRST SWISS MORTGAGE CORP	
PR3581611	2019/12/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** PETRISOR, RARES DANIEL OWSIANIK, ALINA DOMINIKA	FIRST SWISS MORTGAGE CORP	
		REMARKS: PR3581610				
PR3581612	2019/12/03	POSTPONEMENT		*** COMPLETELY DELETED *** CROWN CREST FINANCIAL CORP.	FIRST SWISS MORTGAGE CORP	
		REMARKS: PR2562039 TO PR3581610				
PR3582068	2019/12/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1614358 ONTARIO LTD.		
		REMARKS: PR3454448.				
PR3747565	2020/12/08	TRANSFER	\$1,488,000	OWSIANIK, ALINA DOMINIKA PETRISOR, RARES DANIEL	BASSET, MATTHEW CHRISTOPHER	C

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LAND
REGISTRY
OFFICE #43

13332-0160 (LT)

PAGE 6 OF 6

PREPARED FOR HSheth01

ON 2023/03/08 AT 11:50:14

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3747566	2020/12/08	CHARGE	\$1,488,000	BASSET, MATTHEW CHRISTOPHER	THE TORONTO-DOMINION BANK	C
PR3748641	2020/12/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SWISS MORTGAGE CORP		
		REMARKS: PR3581610.				
PR3779823	2021/02/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** MERIDIAN CREDIT UNION LIMITED		
		REMARKS: PR3149586.				

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EXHIBIT "H"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Philip", is enclosed within a blue rectangular border.

36124C4218DD47C...

Commissioner for Taking Affidavits



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Jared Green
 302-801 South Pointe Drive
 Miami Beach, FL
 33139

Account No. FSM20181015001
 Statement Date December 20, 2021
 Statement Period December 1, 2021
 Portfolio Balance \$179,483.50
 Interest Paid in 2021 \$20,943.36

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 060219AS 448 Waverly Street N., Oshawa, ON L1J 5W3 13.99% Apr. 1, 2022	\$71,493.50	\$694.37	\$0.00	\$694.37
Mortgage # 081019AO 3106 Nawbrook Road, Mississauga, ON L4X 2V5 12.99% Jan. 1, 2022	\$107,990.00	\$1,050.91	\$0.00	\$1,050.91
			GRAND TOTAL	\$1,745.28

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Jared Green	Account No.	FSM20181015001
2375 Woodland Drive	Statement Date	December 20, 2022
Allentown, PA	Statement Period	December 1, 2022
18103	Portfolio Balance	\$289,473.50
	Interest Paid in 2022	\$22,861.71

Mortgage Description	Principal Balance	Interest Payment	Principal Payment	Total
Mortgage # 060219AS 448 Waverly Street N., Oshawa, ON L1J 5W3 13.99% Apr. 1, 2023	\$71,493.50	\$694.37	\$0.00	\$694.37
Mortgage # 081019AO 3106 Nawbrook Road, Mississauga, ON L4X 2V5 12.99% Jan. 1, 2024	\$107,990.00	\$1,050.91	\$0.00	\$1,050.91
Mortgage # 220822CP 28 Greybeaver Trail, Toronto, ON MIC 4N9 13.99% Nov. 1, 2023	\$109,990.00	\$1,157.35	\$0.00	\$1,157.35
		GRAND TOTAL		\$2,902.63


Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956

EXHIBIT "I"

referred to in the Affidavit of

JARED GREEN

Affirmed March 15, 2023

DocuSigned by:


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Commissioner for Taking Affidavits

From: [adminfsm adminfsm](#)
Subject: Notice to Clients
Date: Thursday, March 9, 2023 11:40:54 PM

Dear Clients,

We are sending this notice to advise you of the following:

First Swiss Mortgage Corp currently experiencing operational and financial challenges that has limited its activities and liquidity. This event mainly was caused by substantial decrease of business volume and significant numbers and amounts of payout requests. Currently all payments and transactions are halted until further notice in order to sustain the platform.

Due to staff absences and shortage along with potential restructuring process we are unable to respond to your emails or calls promptly but we will respond when possible.

Please use the email address of this notice for your communications in order for them to be received.

We are continuing to work on this matter and will advise you when any update is available.

For all further inquiries regarding the insolvency and liquidation process please contact the legal counsel Mr. Robert Karrass at robert@karrasslaw.com

Regards,

First Swiss Mortgage Corp

Admin Team

=

**CHIEF EXECUTIVE OFFICER OF THE
FINANCIAL SERVICES REGULATORY
AUTHORITY OF ONTARIO**

-and-

FIRST SWISS MORTGAGE CORPORATION

Court File No.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**AFFIDAVIT OF JARED GREEN
(AFFIRMED MARCH 15, 2023)**

STIKEMAN ELLIOTT LLP

Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street
Toronto, ON M5L 1B9

Maria Konyukhova (LSO#: 52880V)

Tel: (416) 869-5230

Email: mkonyukhova@stikeman.com

Aaron Kreaden (LSO#: 60157U)

Tel: (416) 869-5565

Email: akreaden@stikeman.com

Philip Yang (LSO#: 82084O)

Tel: (416) 869-5593

Email: pyang@stikeman.com

Lawyers for Daniel Baum, Rose Baum, and
Jared Green

Tab 6

Court File No.:

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

BETWEEN:

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES
REGULATORY AUTHORITY OF ONTARIO**

Applicant

- and -

FIRST SWISS MORTGAGE CORP.

Respondent

APPLICATION UNDER SECTION 37 OF THE *MORTGAGE BROKERAGES, LENDERS AND ADMINISTRATORS ACT, 2006, S.O. 2006, c. 29, AS AMENDED*, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT, R.S.O. 1990, c.C.43, AS AMENDED*

AFFIDAVIT OF ELIAS TOBY

(Affirmed March 15, 2023)

I, Elias Toby, of the City of Thornhill, in the Province of Ontario, **HEREBY AFFIRM AS FOLLOWS:**

1. I am the Chief Operating Officer of Dancap Private Equity Inc. (“**Dancap**”), and have held this position for 19 years. I have personal knowledge of the facts addressed herein. To the extent that I make any reference to information that I do not know directly myself, I have indicated the source of the information. I believe the information I am providing that I have personal knowledge of and that I received from the other sources I identify to be true.

2. Dancap is an investment office owned entity which makes investments in various asset types.

3. First Swiss Mortgage Corporation (“**FSMC**”) is a licensed mortgage broker and administrator (in Ontario and British Columbia), who has frequently acted as a broker and administrator, sourcing investors who placed mortgages on residential properties in Ontario and

British Columbia. I have been told the principal of FSMC is Reza Nezami, and the individual with whom Dancap has had most of its dealings over the past few years has been Patrick Dookram, who was the V.P. Trading & Portfolio Management with FSMC.

4. Dancap has had a relationship with FSMC, as a mortgage investor, since 2013. Attached hereto as Exhibit "A" is the Trust and Beneficial Ownership Agreement (Mortgages) signed between FSMC, as Trustee, and Dancap, as Beneficial Owner, on June 26, 2013. Since that time, Dancap has funded about 85 residential second mortgages with FSMC. In each case, Dancap has been involved in discussions with FSMC to collect financial information and documentation and, where appropriate, to approve and fund any mortgage, and has authorized the taking of the subject mortgages in the name of FSMC, as trustee, with Dancap as beneficial owner. These mortgages were never syndicated. In all cases, these mortgages were for a specified term, available for renewal, and interest was payable monthly on those instruments until the maturity date or repayment.

5. As at December 31, 2022, Dancap has 36 mortgage investments in Ontario and 24 mortgage investments in British Columbia through FSMC as broker and administrator, for a total principal amount of approximately \$6.7 million.

6. For many years, Dancap has received monthly statements from FSMC which have identified the principal balance, monthly interest payment, principal payment (if any) and the total monthly distribution to Dancap in respect thereof. We have not received a distribution for the December 20, 2022 statement or for any later periods, but have previously received payments for all monthly statements.

7. Attached hereto as Exhibit "B" are copies of the last 2 monthly statements received by Dancap, for the months of December of 2022 and January of 2023, however Dancap has not received payment of these amounts.

8. Dancap has made a number of enquiries regarding the status of the outstanding payments. In January 2023, Dancap asked about the December 2022 payment and was advised that FSMC was having banking issues. Thereafter, Dancap made a number of efforts to obtain information or get payment from FSMC, and in each instance had difficulty connecting with anyone to discuss matters. When contact was made, different excuses were provided.

9. Finally, on February 28, 2023, Paul Tershakowec and Jaclyn Landau of Dancap attended, unannounced, at the offices of FSMC located at 7191 Yonge Street, Suite 911, Thornhill. Mr. Tershakowec and Ms Landau have advised me that they met with Patrick Dookram for about 10 minutes and asked him why interest payments had not been made since December of 2022. Mr. Dookram advised that FSMC was having difficulties with its bank, that Reza Nezami was the only person with signing authority for FSMC at the bank and that Mr. Nezami was the only one who could resolve the issues with the bank. Mr. Dookram advised them that Mr. Nezami was travelling and offered to try to have Mr. Nezami contact them. No contact was made by Mr. Nezami.

10. Mr. Tershakowec and Ms Landau also enquired about the status of statements for February and subsequent, and Mr. Dookram responded that he was unsure but suspected that staff were busy. They further asked about who the staff were and Mr. Dookram said only the receptionist was there (although not present at that moment) and that other staff were still working remotely.

11. On March 7, 2023, Dancap received an email from FSMC advising that FSMC was experiencing “operational and financial challenges”, that “all payments and transactions are halted until further notice” and that they would be unable to respond to emails or telephone calls due to staff absences and a “potential restructuring process”. A copy of that notice is attached hereto as Exhibit “C”.

12. As a result of this email notice, Mr. Tershakowec and Ms Landau returned to the same office on March 8 and it was closed, with the lights off. A notice was posted on the door that read “The office is currently only available with prior appointment. Please contact the below email address for assistance. adminfsm@firstswissgroup.com”

13. Mr. Tershakowec later that day drove to the address at 5700 Yonge Street, which is the registered address for FSMC in its corporate filings. Reception at that building advised that FSMC was no longer at that address and they could not provide any information as to when they had moved, but advised that the new address was 5775 Yonge Street, Suite 525.

14. Mr. Tershakowec then drove to 5775 Yonge Street, Suite 525. The office at this location was closed and the lights were off. The office had a sign for a company named Suncorp Valuations Ltd.

15. Dancap filed a complaint with the Financial Services Regulatory Authority of Ontario (“FSRA”) on March 9, 2023, a copy of which is attached hereto as Exhibit “D”.

16. Dancap continued to make efforts to contact Mr. Nezami and FSMC. On March 9, in a reply email, FSMC advised Dancap to contact FSMC’s counsel, Mr. Robert Karrass.

17. Dancap then instructed its counsel to undertake real property searches of the various properties it had mortgages over. As a result of those searches, Dancap learned that:

- (a) of the 36 Ontario mortgages, only 8 were still actively registered against the subject properties, 6 were never registered, and the remaining 22 mortgages had been discharged between September of 2017 and August of 2022; and
- (b) of the 24 British Columbia mortgages, only 2 were still actively registered against the subject properties, 5 were never registered, 6 were not presently registered and we could not determine if they ever were, and the remaining 11 mortgages had been “cancelled” between July of 2018 and November of 2022.

18. Dancap was never advised of any of these discharges or cancellations. Further, for months, and in some cases years, FSMC continued to report monthly interest payments on properties where the mortgage had been discharged or cancelled.

19. Accordingly, Dancap instructed its insolvency counsel to investigate. As a result, on March 13, 2023, Joseph Latham of Goodmans LLP emailed Mr. Karrass to advise of our concerns and asked to speak with him. Mr. Karrass responded that same day that he had been retained the prior week, that FSMC was intending to assign itself into bankruptcy, and that he could not respond to the other concerns except to say that they were reviewing the file and investigating the conduct of FSMC’s VP of Portfolio Management, who we understand is Mr. Dookram discussed above. A copy of the response of Mr. Karrass is attached hereto as Exhibit “E”.

20. Mr. Latham has advised me that he did speak with Mr. Karrass on March 14, 2023 and that any information discussed therein (outside of what was in the March 13 email from Mr. Karrass) was without prejudice.

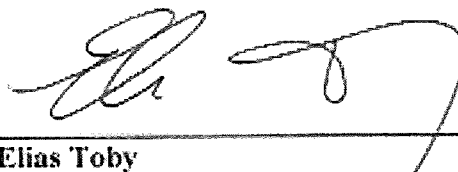
21. Mr. Latham has further advised me that, in addition to reaching out to Mr. Karrass, he also reached out to FSRA, in its role as the regulator of mortgage brokers, to enquire whether any regulatory proceedings or files had been opened by FSRA in respect of FSMC. I am advised by Mr. Latham that, on March 14, 2023, FSRA convened a telephone call with Mr. Latham and with counsel for 2 other groups of investors impacted by FSMC to discuss next steps. Mr. Latham has advised me that FSRA has formally advised him and the other counsel that FSRA wishes to seek the appointment of a receiver over the assets of FSMC to secure the assets, books and records of the business, and they requested the assistance of the investors to provide affidavits attesting to their experiences and issues.

22. Dancap supports FSRA in its request to appoint a national receiver to, among other things, take control of FSMC's bank accounts, other assets and its books and records.

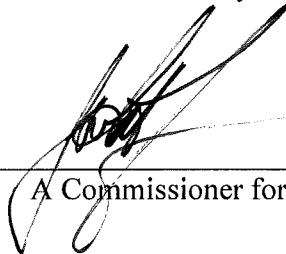
23. I affirm this affidavit in support of FSRA's application to appoint a national receiver over FSMC, and for no other or improper purpose.

AFFIRMED remotely by ELIAS TOBY stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 15th, 2023, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.


L. Joseph Latham


Elias Toby

This is Exhibit "A" referred to in the
Affidavit of ELIAS TOBY
AFFIRMED before me by two-way videoconference,
this 15th day of March, 2023.

A handwritten signature in black ink, appearing to be 'A. [unclear]', written over a horizontal line.

A Commissioner for Taking Affidavits

Trust and Beneficial Owner Agreement (Mortgages)

This Agreement is made as of JUNE 26, 2013

Between:

First Swiss Mortgage Corp. (the "Trustee")

- and -

DANCAP PRIVATE EQUITY INC. (the "Beneficial Owner")

Whereas:

- A. The Trustee will be the registered holder of a number of one or more mortgage loans as detailed on Schedule "A" annexed hereto (the "Mortgages").
- B. The Trustee and the Beneficial Owner have entered into an agreement whereby the Beneficial Owner has acquired, or has agreed to acquire, the Trustee's interest in the Mortgages or fund the proposed mortgages by Trustee as of the date or dates detailed on Schedule "A" as the acquisition or funding date.
- C. The Trustee has agreed to manage and administer the Mortgages on behalf of and for the benefit of the Beneficial Owner.
- D. The Beneficial Owner is the actual beneficial owner of the Mortgages from the time of acquisition or funding thereof and is entitled to all rights, privileges and advantages to be derived therefrom.

NOW THEREFORE for the sum of Two Dollars (\$2.00) and other good and valuable consideration, now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

- 1. The Trustee hereby declares that each of the Mortgages is held in trust by the Trustee as nominee and bare trustee for the sole use, benefit and advantage of the Beneficial Owner from the time of acquisition thereof by the Beneficial Owner.
- 2. The Trustee will, at the request and cost of the Beneficial Owner, transfer or assign each of the Mortgages to the Beneficial Owner at such time or times and in such manner, or otherwise deal with the Mortgages as the Beneficial Owner shall direct or appoint, and will at all times execute and do all such documents and things as may be necessary to procure the appropriate registrations or entries in the register of title to the real properties affected by the Mortgages to give effect to such transfer or assignment or if so required to protect the interest of the Beneficial Owner.
- 3. The Trustee and Beneficial Owner hereby declare that unless specifically agreed otherwise by the parties the principal balance and any income derived from the Mortgages received by the Trustee shall be held in trust for the Beneficial Owner and that all expenditures incurred in respect of the Mortgages shall be borne by the Beneficial Owner.
- 4. The Beneficial Owner hereby covenants with the Trustee to indemnify and hold harmless the Trustee, its successors, assigns, heirs and executors and will at all times keep the Trustee indemnified against all costs, damages, expenses, claims, proceedings and demands in respect of the Mortgages and any dealing therewith authorized by it.
- 5. The Trustee shall not be required to incur any expenditure in respect of any Mortgage except in so far as monies in respect thereof shall have been provided by the Beneficial Owner for that purpose by way of advanced funds or other arrangement.
- 6. The Beneficial Owner hereby ratifies, confirms and authorizes the acquisition, preparation or execution by the Trustee or any borrower or guarantor, of any and all documents or instruments which have heretofore or may hereafter be provided relating to any of the Mortgages including, without limitation, credit information, mortgage appraisals, approvals or commitments, collateral security for any of the Mortgages, identification or pre-


authorized payment agreements, all of which are available to the Beneficial Owner for review.

7. The Trustee and Beneficial Owner shall, from time to time, promptly take such action and execute and deliver such further documents as may be reasonably necessary or appropriate to give effect to the provisions and the intent of this Trust Agreement.
8. In this agreement words importing the singular include the plural and vice versa and words importing gender include all genders.
9. This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. No amendment of this agreement shall be binding unless in writing and signed by the parties.

The parties have executed this agreement as of the date first written above

FIRST SWISS MORTGAGE CORP. (Trustee)

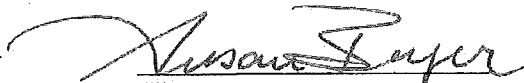
per:


We have authority to bind the corporation

per:

We have authority to bind the corporation


Dawcap Private Equity Inc.
Aubrey Dan, President


Witness

Schedule A. - (This Schedule is an integral part of this agreement)

Mortgages

1. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

2. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

3. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

4. Mortgage account number: _____
Borrower(s) full names: _____
Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

5. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

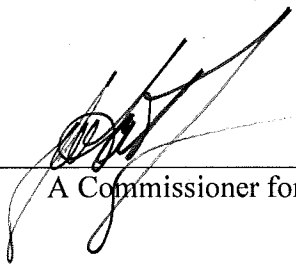
Mortgage amount: _____
Maturity date: _____
Interest rate: _____

6. Mortgage account number: _____
Borrower(s) full names: _____

Property address: _____

Mortgage amount: _____
Maturity date: _____
Interest rate: _____

This is Exhibit "B" referred to in the
Affidavit of ELIAS TOBY
AFFIRMED before me by two-way videoconference,
this 15th day of March, 2023.



A Commissioner for Taking Affidavits



7191 Yonge St. Suite 911
 Thornhill, ON L3T 0C4
 Tel: (416) 227-2000
 Fax: (416) 227-2008

STATEMENT OF INVESTMENT INCOME

Dancap Private Equity Inc.
 197 Sheppard Avenue West
 Toronto, Ontario
 M2N 1M9

Account No. FSM20130618001
 Statement Date December 20, 2022
 Statement Period December 1, 2022
 Portfolio Balance \$6,685,658.50
 Interest Paid in 2022 \$812,184.14

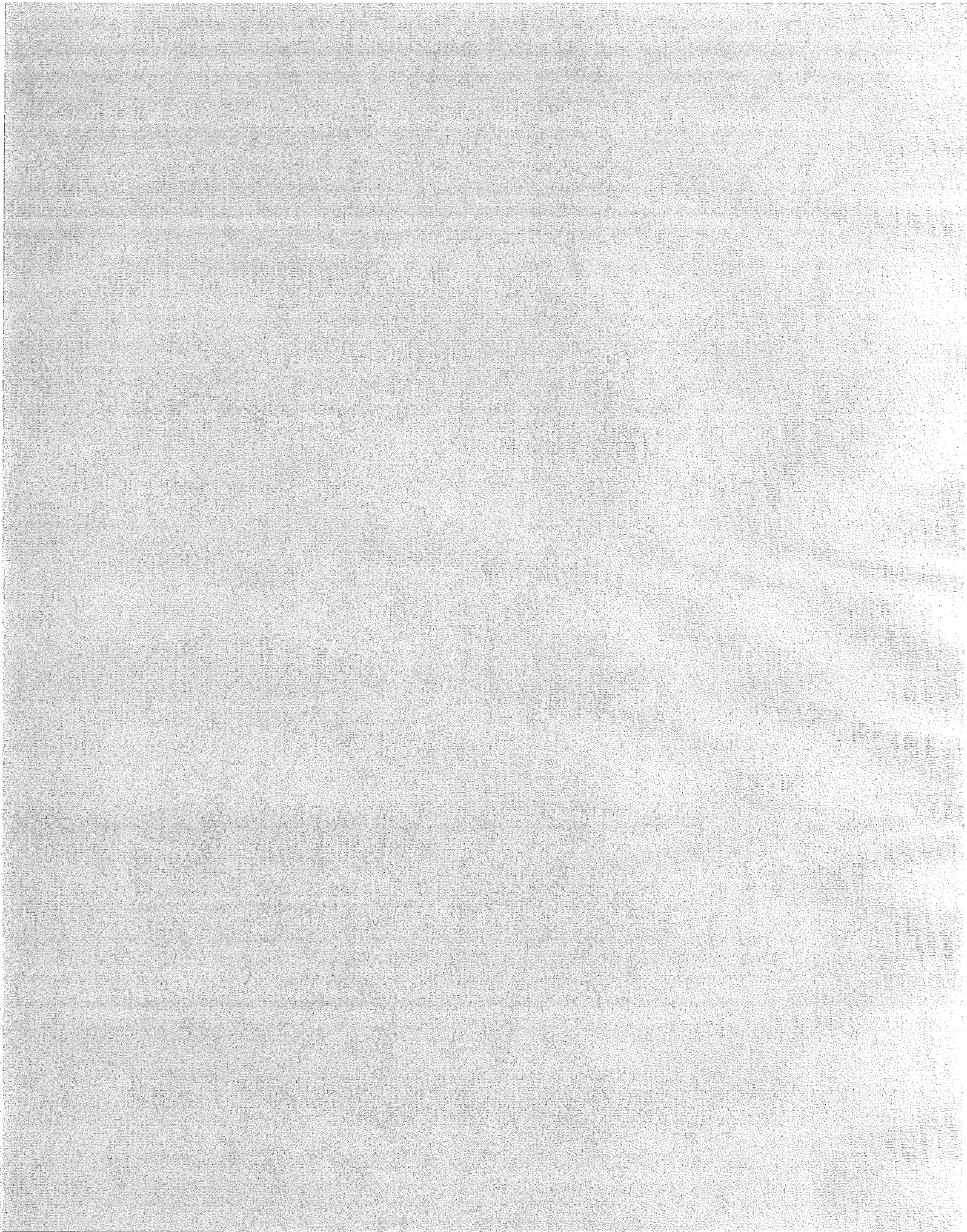
Mortgage Description	Prindpal Balance	Interest Payment	Principal Payment	Total
Mortgage # 537510 11219 Eds Line, Harwich, On N0P 1A0 13.99% Oct. 1, 2021	\$68,310.00	\$796.95	\$0.00	\$796.95
Mortgage # 544489 2603 Comet Court, Mississauga, On L5K 2S1 14.49% Dec. 1, 2019	\$37,396.60	\$436.29	\$0.00	\$436.29
Mortgage # 599337 45813 Lewis Avenue, Chilliwack, BC V2P 3C3 13.99% Sept. 1, 2017	\$71,493.50	\$834.09	\$0.00	\$834.09
Mortgage # 604347 890 Bradley Dyne Road, Victoria, BC V8L 5H1 12.99% Dec. 1, 2017	\$161,985.00	\$1,754.84	\$0.00	\$1,754.84
Mortgage # 603785 2227 Players Drive, Victoria, BC V9B 0L2 13.99% Dec. 1, 2017	\$197,982.00	\$2,309.79	\$0.00	\$2,309.79
Mortgage # 604010 54 Sweetwood Circle, Brampton, ON L7A 2X7 13.99% Dec. 1, 2018	\$43,996.00	\$513.29	\$0.00	\$513.29
Mortgage # 597919 1155 Mainland Street, Unit 305, Vancouver, BC V6B 5P2 13.99% Jan. 1, 2019	\$123,188.80	\$1,437.20	\$0.00	\$1,437.20
Mortgage # 605384 1201 Knight Trail, Milton, ON L9T 5R9 13.99% Jan. 1, 2018	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 170217TG 3075 Trethewey Street, Unit 42, Abbotsford, BC V2T 3R4 13.99% Apr. 1, 2018	\$92,391.60	\$1,077.90	\$0.00	\$1,077.90
Mortgage # 020817AD 4986 Uplands Drive, Kamloops, BC V2C 6M8 13.99% May 1, 2018	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 010517GW 2558 Parkview Lane, Unit 305, Port Coquitlam, BC V3C 6L8 13.99% July 1, 2018	\$73,693.30	\$859.76	\$0.00	\$859.76
Mortgage # 040517RT 10425 Young Road, Chilliwack, BC V2P 8C4 13.99% July 1, 2018	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 220617PE 8744 144 Street, Surrey, BC V3R 2K1 13.99% Sept. 1, 2019	\$71,493.50	\$834.09	\$0.00	\$834.09
Mortgage # 070917JL 32 Angela Cres., Niagara-on-the-Lake, ON L0S 1J1 13.99% Oct. 1, 2019	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57

Mortgage # 131117DG 7707 Darcel Avenue, Unit 25, Mississauga, ON L4T 3W9 13.99% Dec. 1, 2021	\$43,996.00	\$513.29	\$0.00	\$513.29
Mortgage # 201017TS 15 Royal Avenue, Unit 1602, New Westminister, B.C. V3L 0A9 13.99% Jan. 1, 2019	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 081117DD 176 Spadina Road, Brampton, ON L6X 4X6 13.99% Jan. 1, 2019	\$65,994.00	\$769.93	\$0.00	\$769.93
Mortgage # 051217SK 419 Amberley Crescent, Tecumseh, ON N8N 3L8 13.99% Feb. 1, 2019	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 301117IA 3080 Cantelon Crescent, Mississauga, ON L5N 3J8 13.99% Feb. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 131217DG 98 Sentinel Road, Toronto, ON M3J 1S9 13.99% Feb. 1, 2021	\$61,594.40	\$718.60	\$0.00	\$718.60
Mortgage # 110118YB 57 Brickyard Way, Unit 57, Brampton, ON L6V 4M3 13.99% Mar. 1, 2020	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 050218MF 1888 Faylee Crescent, Pickering, ON LIV 3B1 13.99% Mar. 1, 2019	\$106,690.30	\$1,244.72	\$0.00	\$1,244.72
Mortgage # 090218RA 10444 128 th Street, Surrey, B.C. V3T 5J1 13.99% Apr. 1, 2021	\$52,795.20	\$615.94	\$0.00	\$615.94
Mortgage # 090418SG 10769 Erskine Street, Maple Ridge, B.C. V2W 0E9 13.99% June 1, 2020	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 110618GA 1-7473 14 th Avenue, Burnaby, B.C. V3N 1Z8 13.99% August 1, 2021	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 110618MR 1223 Azinger Lane, Mississauga, ON L5E 0A7 13.99% September 1, 2019	\$94,591.40	\$1,103.57	\$0.00	\$1,103.57
Mortgage # 120818RS 205-2628 Maple Street, Port Coquitlam, B.C. V3C 0E2 13.99% Nov. 1, 2019	\$197,982.00	\$2,309.79	\$0.00	\$2,309.79
Mortgage # 261018IR 14498 101A Ave., Unit 111, Surrey, B.C. V3R 0T1 13.99% Jan. 1, 2021	\$137,487.50	\$1,604.02	\$0.00	\$1,604.02
Mortgage # 191118SN 11 Beaumont Drivet, Ajax, ON L1T 1R9 13.99% Jan. 1, 2020	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 171218JB 112 Glenwood Drive, Chatham, ON N7L 3X6 13.99% Feb. 1, 2020	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73

Mortgage # 080119MS 27 Courtleigh Square, Brampton, ON L6Z 1J2 13.99% Feb. 1, 2020	\$76,993.00	\$898.25	\$0.00	\$898.25
Mortgage # 040219HT 273 Millen Road, Stoney Creek, ON L8E 2H1 13.99% Mar. 1, 2021	\$236,478.50	\$2,758.92	\$0.00	\$2,758.92
Mortgage # 080319MC 8084 120A Street, Unit 309, Surrey, B.C. V3W 1V2 13.99% May 1, 2021	\$126,488.50	\$1,475.70	\$0.00	\$1,475.70
Mortgage # 050319MW 33 Neapolitan Drive, Toronto, ON M1P 4B2 13.99% May 1, 2020	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 230419LL 103 Mountainash Road, Brampton, ON L6R 1H7 13.99% June 1, 2020	\$60,494.50	\$705.77	\$0.00	\$705.77
Mortgage # 290519DJ 315 Duckworth Street, Barrie, ON L4M 2X5 13.99% July 1, 2020	\$67,093.90	\$782.76	\$0.00	\$782.76
Mortgage # 270619CC 26 Hopkins Crescent, Bradford, ON L3Z 0R6 13.99% Sept. 1, 2021	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73
Mortgage # 160719DG 8139 Bobcat Drive, Mission, B.C. V2V 6B2 13.99% Sept. 1, 2020	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 240719JC 123 Connaught Crescent, Bolton, ON L7E 2S4 13.99% Oct. 1, 2020	\$65,994.00	\$769.93	\$0.00	\$769.93
Mortgage # 270819KO 41 New Pines Trail, Brampton, ON L6Z 0G9 13.99% Oct. 1, 2020	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 240719AA 27 Forsey Lane, Bowmanville, ON L1C 0P8 13.99% Nov. 1, 2021	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 050919EP 2034-3033 Finch Ave. W., Toronto, ON M9M 0A3 13.99% Nov. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 260919MF 2499 Hayseed Close, North Vancouver, B.C. V7M 1N4 13.99% Dec. 1, 2020	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 211019MA 969 Cristina Court, Mississauga, ON L5J 4S1 13.99% Dec. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 081019JB 4312 Bellevue Drive, Vernon, B.C. V1T 9C1 13.99% Dec. 1, 2020	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73

Mortgage # 311019BF 244 Arthur Street, Oshawa, ON L1H 1N6 13.99% Feb. 1, 2021	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 250719RN 6160 Danube Road, Richmond, B.C. V7C 3H9 13.99% Feb. 1, 2021	\$131,988.00	\$1,539.86	\$0.00	\$1,539.86
Mortgage # 291119MT 11511 Turtle Bay Court, Lake Country, B.C. V4X 1X9 13.99% Feb. 1, 2021	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 200611AR 327 Dolman Street, Breslau, ON N0B 1M0 13.99% Aug. 1, 2021	\$60,495.00	\$705.78	\$0.00	\$705.78
Mortgage # 270820TJ 25 Chieftain Crescent, Barrie, ON L4N 4L4 13.99% Nov. 1, 2021	\$131,988.00	\$1,539.86	\$0.00	\$1,539.86
Mortgage # 040920JS 103-1990 E Kent Ave. S., Vancouver, B.C. V5P 4X5 13.99% Oct. 1, 2021	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 301020MB 61 Allegranza Avenue, Woodbridge, ON L4H 4S3 13.99% Dec. 1, 2021	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 090222AF 122 Topham Terrace, Ottawa, ON K4A 5C1 13.99% Mar. 1, 2023	\$114,439.50	\$1,335.13	\$0.00	\$1,335.13
Mortgage # 130422AI 203-189 National Avenue, Vancouver, B.C. V6A 4L8 13.99% May 1, 2023	\$175,984.00	\$2,053.15	\$0.00	\$2,053.15
Mortgage # 250822JL 2710 Truscott Drive, Mississauga, ON L5J 2B7 13.99% Oct. 1, 2023	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 170822SH 5946 148 Street, Surrey, B.C. V3S 3B8 13.99% Nov. 1, 2023	\$115,489.50	\$1,347.38	\$0.00	\$1,347.38
Mortgage # 230922HB 14 Spachman Street, Kitchener, ON N2R 0N5 13.99% Nov. 1, 2023	\$175,984.00	\$2,053.15	\$0.00	\$2,053.15
Mortgage # 131022AC 1410-270 Palmdale Drive, Toronto, ON MIT 3N8 13.99% Dec. 1, 2023 (Interest Adjustment Amount)	\$164,985.00	\$1,392.20	\$0.00	\$1,392.20
Mortgage # 220822CP 28 Greybeaver Trail, Toronto, ON M1C 4N9 13.99% Dec. 1, 2023	\$109,990.00	\$0.00	\$0.00	\$0.00
Mortgage # 090922MZ 3006-59 Annie Craig Drive, Toronto, ON M8V 0C4 13.99% Dec. 1, 2023	\$87,992.00	\$0.00	\$0.00	\$0.00
			GRAND TOTAL	\$75,021.98

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956



STATEMENT OF INVESTMENT INCOME

 Dancap Private Equity Inc.
 197 Sheppard Avenue West
 Toronto, Ontario
 M2N 1M9

 Account No. FSM20130618001
 Statement Date January 20, 2023
 Statement Period January 1, 2023
 Portfolio Balance \$6,685,658.50
 Interest Paid in 2023 \$76,465.87

Mortgage Description	Prindpal Balance	Interest Payment	Principal Payment	Total
Mortgage # 537510 11219 Eds Line, Harwich, On NOP 1A0 13.99% Oct. 1, 2021	\$68,310.00	\$796.95	\$0.00	\$796.95
Mortgage # 544489 2603 Comet Court, Mississauga, On L5K 2S1 14.49% Dec. 1, 2019	\$37,396.60	\$436.29	\$0.00	\$436.29
Mortgage # 599337 45813 Lewis Avenue, Chilliwack, BC V2P 3C3 13.99% Sept. 1, 2017	\$71,493.50	\$834.09	\$0.00	\$834.09
Mortgage # 604347 890 Bradley Dyne Road, Victoria, BC V8L 5H1 12.99% Dec. 1, 2017	\$161,985.00	\$1,754.84	\$0.00	\$1,754.84
Mortgage # 603785 2227 Players Drive, Victoria, BC V9B 0L2 13.99% Dec. 1, 2017	\$197,982.00	\$2,309.79	\$0.00	\$2,309.79
Mortgage # 604010 54 Sweetwood Circle, Brampton, ON L7A 2X7 13.99% Dec. 1, 2018	\$43,996.00	\$513.29	\$0.00	\$513.29
Mortgage # 597919 1155 Mainland Street, Unit 305, Vancouver, BC V6B 5P2 13.99% Jan. 1, 2019	\$123,188.80	\$1,437.20	\$0.00	\$1,437.20
Mortgage # 605384 1201 Knight Trail, Milton, ON L9T 5R9 13.99% Jan. 1, 2018	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 170217TG 3075 Trethewey Street, Unit 42, Abbotsford, BC V2T 3R4 13.99% Apr. 1, 2018	\$92,391.60	\$1,077.90	\$0.00	\$1,077.90
Mortgage # 020817AD 4986 Uplands Drive, Kamloops, BC V2C 6M8 13.99% May 1, 2018	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 010517GW 2558 Parkview Lane, Unit 305, Port Coquitlam, BC V3C 6L8 13.99% July 1, 2018	\$73,693.30	\$859.76	\$0.00	\$859.76
Mortgage # 040517RT 10425 Young Road, Chilliwack, BC V2P 8C4 13.99% July 1, 2018	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 220617PE 8744 144 Street, Surrey, BC V3R 2K1 13.99% Sept. 1, 2019	\$71,493.50	\$834.09	\$0.00	\$834.09
Mortgage # 070917JL 32 Angela Cres., Niagara-on-the-Lake, ON L0S 1J1 13.99% Oct. 1, 2019	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57

Mortgage # 131117DG 7707 Darcel Avenue, Unit 25, Mississauga, ON L4T 3W9 13.99% Dec. 1, 2021	\$43,996.00	\$513.29	\$0.00	\$513.29
Mortgage # 201017TS 15 Royal Avenue, Unit 1602, New Westminister, B.C. V3L 0A9 13.99% Jan. 1, 2019	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 081117DD 176 Spadina Road, Brampton, ON L6X 4X6 13.99% Jan. 1, 2019	\$65,994.00	\$769.93	\$0.00	\$769.93
Mortgage # 051217SK 419 Amberley Crescent, Tecumseh, ON N8N 3L8 13.99% Feb. 1, 2019	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 301117IA 3080 Cantelon Crescent, Mississauga, ON L5N 3J8 13.99% Feb. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 131217DG 98 Sentinel Road, Toronto, ON M3J 1S9 13.99% Feb. 1, 2021	\$61,594.40	\$718.60	\$0.00	\$718.60
Mortgage # 110118YB 57 Brickyard Way, Unit 57, Brampton, ON L6V 4M3 13.99% Mar. 1, 2020	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 050218MF 1888 Faylee Crescent, Pickering, ON L1V 3B1 13.99% Mar. 1, 2019	\$106,690.30	\$1,244.72	\$0.00	\$1,244.72
Mortgage # 090218RA 10444 128 th Street, Surrey, B.C. V3T 5J1 13.99% Apr. 1, 2021	\$52,795.20	\$615.94	\$0.00	\$615.94
Mortgage # 090418SG 10769 Erskine Street, Maple Ridge, B.C. V2W 0E9 13.99% June 1, 2020	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 110618GA 1-7473 14 th Avenue, Burnaby, B.C. V3N 1Z8 13.99% August 1, 2021	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 110618MR 1223 Azinger Lane, Mississauga, ON L5E 0A7 13.99% September 1, 2019	\$94,591.40	\$1,103.57	\$0.00	\$1,103.57
Mortgage # 120818RS 205-2628 Maple Street, Port Coquitlam, B.C. V3C 0E2 13.99% Nov. 1, 2019	\$197,982.00	\$2,309.79	\$0.00	\$2,309.79
Mortgage # 261018IR 14498 101A Ave., Unit 111, Surrey, B.C. V3R 0T1 13.99% Jan. 1, 2021	\$137,487.50	\$1,604.02	\$0.00	\$1,604.02
Mortgage # 191118SN 11 Beaumont Drivet, Ajax, ON L1T 1R9 13.99% Jan. 1, 2020	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 171218JB 112 Glenwood Drive, Chatham, ON N7L 3X6 13.99% Feb. 1, 2020	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73

Mortgage # 080119MS 27 Courtleigh Square, Brampton, ON L6Z 1J2 13.99% Feb. 1, 2020	\$76,993.00	\$898.25	\$0.00	\$898.25
Mortgage # 040219HT 273 Millen Road, Stoney Creek, ON L8E 2H1 13.99% Mar. 1, 2021	\$236,478.50	\$2,758.92	\$0.00	\$2,758.92
Mortgage # 080319MC 8084 120A Street, Unit 309, Surrey, B.C. V3W 1V2 13.99% May 1, 2021	\$126,488.50	\$1,475.70	\$0.00	\$1,475.70
Mortgage # 050319MW 33 Neapolitan Drive, Toronto, ON MIP 4B2 13.99% May 1, 2020	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 230419LL 103 Mountainash Road, Brampton, ON L6R 1H7 13.99% June 1, 2020	\$60,494.50	\$705.77	\$0.00	\$705.77
Mortgage # 290519DJ 315 Duckworth Street, Barrie, ON L4M 2X5 13.99% July 1, 2020	\$67,093.90	\$782.76	\$0.00	\$782.76
Mortgage # 270619CC 26 Hopkins Crescent, Bradford, ON L3Z 0R6 13.99% Sept. 1, 2021	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73
Mortgage # 160719DG 8139 Bobcat Drive, Mission, B.C. V2V 6B2 13.99% Sept. 1, 2020	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 240719JC 123 Connaught Crescent, Bolton, ON L7E 2S4 13.99% Oct. 1, 2020	\$65,994.00	\$769.93	\$0.00	\$769.93
Mortgage # 270819KO 41 New Pines Trail, Brampton, ON L6Z 0G9 13.99% Oct. 1, 2020	\$82,492.50	\$962.41	\$0.00	\$962.41
Mortgage # 240719AA 27 Forsey Lane, Bowmanville, ON L1C 0P8 13.99% Nov. 1, 2021	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 050919EP 2034-3033 Finch Ave. W., Toronto, ON M9M 0A3 13.99% Nov. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 260919MF 2499 Hayseed Close, North Vancouver, B.C. V7M 1N4 13.99% Dec. 1, 2020	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 211019MA 969 Cristina Court, Mississauga, ON L5J 4S1 13.99% Dec. 1, 2020	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 081019JB 4312 Bellevue Drive, Vernon, B.C. V1T 9C1 13.99% Dec. 1, 2020	\$93,491.50	\$1,090.73	\$0.00	\$1,090.73

Mortgage # 311019BF 244 Arthur Street, Oshawa, ON L1H 1N6 13.99% Feb. 1, 2021	\$109,990.00	\$1,283.22	\$0.00	\$1,283.22
Mortgage # 250719RN 6160 Danube Road, Richmond, B.C. V7C 3H9 13.99% Feb. 1, 2021	\$131,988.00	\$1,539.86	\$0.00	\$1,539.86
Mortgage # 291119MT 11511 Turtle Bay Court, Lake Country, B.C. V4X 1X9 13.99% Feb. 1, 2021	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 200611AR 327 Dolman Street, Breslau, ON N0B 1M0 13.99% Aug. 1, 2021	\$60,495.00	\$705.78	\$0.00	\$705.78
Mortgage # 270820TJ 25 Chieftain Crescent, Barrie, ON L4N 4L4 13.99% Nov. 1, 2021	\$131,988.00	\$1,539.86	\$0.00	\$1,539.86
Mortgage # 040920JS 103-1990 E Kent Ave. S., Vancouver, B.C. V5P 4X5 13.99% Oct. 1, 2021	\$98,991.00	\$1,154.90	\$0.00	\$1,154.90
Mortgage # 301020MB 61 Allegranza Avenue, Woodbridge, ON L4H 4S3 13.99% Dec. 1, 2021	\$87,992.00	\$1,026.57	\$0.00	\$1,026.57
Mortgage # 090222AF 122 Topham Terrace, Ottawa, ON K4A 5C1 13.99% Mar. 1, 2023	\$114,439.50	\$1,335.13	\$0.00	\$1,335.13
Mortgage # 130422AI 203-189 National Avenue, Vancouver, B.C. V6A 4L8 13.99% May 1, 2023	\$175,984.00	\$2,053.15	\$0.00	\$2,053.15
Mortgage # 250822JL 2710 Truscott Drive, Mississauga, ON L5J 2B7 13.99% Oct. 1, 2023	\$219,980.00	\$2,566.43	\$0.00	\$2,566.43
Mortgage # 170822SH 5946 148 Street, Surrey, B.C. V3S 3B8 13.99% Nov. 1, 2023	\$115,489.50	\$1,347.38	\$0.00	\$1,347.38
Mortgage # 230922HB 14 Spachman Street, Kitchener, ON N2R 0N5 13.99% Nov. 1, 2023	\$175,984.00	\$2,053.15	\$0.00	\$2,053.15
Mortgage # 131022AC 1410-270 Palmdale Drive, Toronto, ON MIT 3N8 13.99% Dec. 1, 2023	\$164,985.00	\$1,924.83	\$0.00	\$1,924.83
Mortgage # 220822CP 28 Greybeaver Trail, Toronto, ON M1C 4N9 13.99% Dec. 1, 2023 (Interest Adjustment Amount)	\$109,990.00	\$506.26	\$0.00	\$506.26
Mortgage # 090922MZ 3006-59 Annie Craig Drive, Toronto, ON M8V 0C4 13.99% Dec. 1, 2023 (Interest Adjustment Amount)	\$87,992.00	\$405.00	\$0.00	\$405.00
			GRAND TOTAL	\$76,465.87

Mortgage portfolios are held with and administered by First Swiss Mortgage Corp. Lic. #11956

This is Exhibit "C" referred to in the
Affidavit of ELIAS TOBY
AFFIRMED before me by two-way videoconference,
this 15th day of March, 2023.

A handwritten signature in black ink, appearing to be 'D. M. ...', written over a horizontal line.

A Commissioner for Taking Affidavits

Paul Tershakowec

From: Paul Tershakowec
Sent: March 9, 2023 12:25 PM
To: Paul Tershakowec
Subject: FW: Notice to Clients

From: adminfsm adminfsm <adminfsm@firstswissgroup.com>
Sent: Tuesday, March 7, 2023 12:01:10 AM
Subject: [EXTERNAL] Notice to Clients

CAUTION: This email originated from outside of the organization. Be careful with the links and attachments, especially those that require you to sign in.

Dear Clients,

This notice is to advise you of the following:

First Swiss Mortgage Corp currently experiencing operational and financial challenges that has limited its activities and liquidity. This event mainly was caused by substantial decrease of business volume and significant number and amount of payout requests. Currently all payments and transactions are halted until further notice in order to sustain the platform.

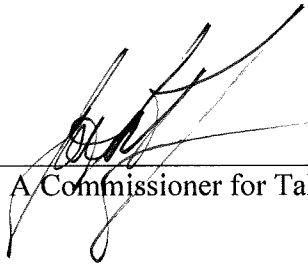
Due to staff absences and shortage along with potential restructuring process we are unable to respond to your emails or calls promptly but we will respond when possible.

Please use the email address of this notice for your communications in order for them to be received.

We are continuing to work on this matter and will advise you when any update is available.

Regards,
First Swiss Mortgage Corp
Admin Team
adminfsm@firstswissgroup.com

This is Exhibit "D" referred to in the
Affidavit of ELIAS TOBY
AFFIRMED before me by two-way videoconference,
this 15th day of March, 2023.



A Commissioner for Taking Affidavits



Financial Services Regulatory
Authority of Ontario



Complaint Form

Instructions

To help with our review, please complete and sign the form and send us the following information:

- A copy of your complaint that was sent to the person/entity who you have a concern with
- Final response that the person/entity provided to resolve your complaint
- All documents that support your complaint (e.g., contracts, policy documents, emails, letters sent to or received from the person/entity etc.). You may attach the documents separately, if necessary.

Please note that we cannot review your complaint unless you have received a final response from the person/entity who your complaint is about. E.g., if you have a complaint about your Mortgage Agent, please make sure the Principal Broker has responded to you in writing. If you have a complaint with an Insurance Agent or an Insurance Company, please make sure their Ombudsman's Office has responded to you in writing. If your complaint is about a Credit Union, please make sure the officer or employee designated by the Credit Union to resolve your complaint has responded to your complaint in writing.

Please send this form and any documents that support your complaint to the attention of the "Complaints and Risk Assessment Branch" by email to contactcentre@fsrao.ca, by fax to 416 590-8480, or by regular mail to: 25 Sheppard Avenue West, Suite 100, Toronto, ON, M2N 6S6.

Contact Information

Last Name Elias	Initials	First Name Toby
--------------------	----------	--------------------

Street Address

Unit Number	Street Number 197	Street Name Sheppard Avenue West.	
City Toronto		Province Ontario	Postal Code M2N 1M9
Telephone Number 416-590-9444	Fax Number (if available) 416-590-7444	E-mail Address elias@dancap.ca	

Preferred method of contact

- Phone
 Email
 Letter

Who is your complaint with? (select all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Credit Union/Caisse Populaire | <input checked="" type="checkbox"/> Mortgage Administrator |
| <input type="checkbox"/> Health Service Provider
(Health and rehabilitation clinics providing services to auto insurance accident benefit claimants) | <input checked="" type="checkbox"/> Mortgage Agent/Broker |
| <input type="checkbox"/> Insurance Agent/Adjuster | <input type="checkbox"/> Mortgage Brokerage |
| <input type="checkbox"/> Insurance Company | <input type="checkbox"/> Mortgage Lender |
| | <input type="checkbox"/> Financial Planner/Financial Advisor |
| | <input type="checkbox"/> Other, Specify: _____ |

What is your complaint about? (select all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Accident and Sickness Insurance | <input type="checkbox"/> Individual using the Financial Planner or Financial Advisor title without an approved credential |
| <input type="checkbox"/> Automobile Insurance | <input type="checkbox"/> Insurance Investments |
| <input type="checkbox"/> Billing for goods or services related to automobile accident benefits | <input type="checkbox"/> Property Insurance |
| <input type="checkbox"/> Disability Insurance | <input type="checkbox"/> Mortgage |
| <input type="checkbox"/> Unapproved Credentialing body / Unapproved Credential | <input type="checkbox"/> Life Insurance |
| <input type="checkbox"/> Credentialing Body | <input checked="" type="checkbox"/> Other, Specify: <u>suspected fraud</u> |

The complaint is against the following person/entity

Individual Name (if applicable) Reza Nezami (Director of First Swiss Mortgage Corporation)	Claim/Policy/Licence/Reference No. Mtg Lic 10550/11956
Entity Name (if applicable) First Swiss Mortgage Corporation	

Street Address

Unit Number 525	Street Number 5775	Street Name Yonge Street	
City Toronto		Province Ontario	Postal Code M2M 4J1
Telephone Number 416-227-2000	ext.	Fax Number 416-227-2008	E-mail Address adminfsm@firstswissgroup.com

Complaint Details

The date when you first became aware of the matter giving rise to your complaint (yyyy/mm/dd) 2023/03/07

Briefly describe your complaint. Include facts and documents that are relevant to your complaint. You may attach the documents separately, if necessary.

In December 2022, First Swiss stopped paying monthly interest on our mortgages and claimed they were having banking issues. Since then, we have had difficulty getting a hold of anyone who works there. On Tuesday, March 7th, we received an email from First Swiss (attachment #2) indicating they are having operational challenges and staff shortages and a potential restructuring. We and other investors we have spoken with have tried to get in contact with First Swiss with no success. Our suspicion is that there has been fraudulent activity happening at First Swiss. We recently performed title searches and found that some of the mortgages have not been registered.

Given the lack of communication from First Swiss, we are unable to complete Steps 1 and 2 in the formal submission process as outlined on your website including a "Final Response Letter".

Please provide the name and details of the person who you attempted to resolve your complaint with:

Name of Contact Reza Nezami	Email Address reza.nezami@firstswissgroup.com	Telephone Number 416-569-9805
--------------------------------	--	----------------------------------

Summary of steps you have taken to resolve your complaint to date.

Over the past week or so, we called and emailed Reza Nezami multiple times. Yesterday was the first time we were able to get a hold of him at the number provided above. The call last about 3 minutes before he hung up. Any question we asked he responded with "our lawyers and insurers will be in touch with you." When we asked for the name of his legal counsel and simply said they will be in touch with us.

We spoke with Patrick Dookman (patrick.dookram@firstswissam.com; 416 276 8570) over the phone on Wednesday,

March 8th. Patrick worked at First Swiss for over 10 years until last Friday (per his comment). Patrick claims that he does not know what is happening at First Swiss and is unable to provide any details and suggested we get in contact with Reza. As far as we know, there are no other active employees at First Swiss.

Final Position/Response

- I have attached the final response letter that the person/entity provided to me
- I have not attached the final response letter

If you have not attached the final response letter, explain why. Please note that the review of your complaint may be delayed if you do not provide documents to support your complaint.

The two contacts at First Swiss that we've dealt with in the past (Reza and Patrick) have been unresponsive and unable to provide any direct answers to our queries. Given the sequence of events that have unfolded over the past week and the lack of communication from Reza and Patrick, we believe that the best course of action is to immediately submit a formal complaint and bypass the Response Letter and to have an investigator review our case as soon as possible.

Legal Action

Have you commenced legal action?

- Yes No

If yes, please explain

On Wednesday, March 8th we engaged Steven Graff of Aird & Berlis LLP and we are currently assembling documentation for him. His contact information can be found below:

T 416.865.7726
M 416.894.5090
F 416.863.1515
E sgraff@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

Notification and Consent

Your personal information is being collected by the Financial Services Regulatory Authority of Ontario ("FSRA") under the authority of the *Financial Services Regulatory Authority of Ontario Act*¹, as part of FSRA's role in regulating the financial services sectors and protecting the rights and interests of consumers. FSRA requires the personal information you have provided in this form to investigate your complaint.

FSRA may need to disclose your personal information to third parties as part of its review or ensuing investigation, if required. By signing below, you consent to FSRA's disclosure of the information contained on this form, and any additional information about your complaint to the following parties:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

If FSRA is required to share your personal information with a person or entity not listed above to resolve your complaint, you will be contacted to provide further consent.

If you have any questions about FSRA's collection and disclosure of your personal information, please contact:

Financial Services Regulatory Authority of Ontario
25 Sheppard Avenue West, Suite 100
Toronto, ON M2N 6S6
Telephone: (416) 250-7250
Toll Free: 1-800-668-0128
Fax: (416) 590-8480
TTY: 1-800-387-0584
Email: contactcentre@fsrao.ca

I hereby consent to FSRA's collection, use and disclosure of the information I have submitted in my complaint, including my personal information to:

1. The person(s) and or entity named in your complaint
2. Any government ministry, agency, board or commission
3. Any self-regulatory agency or association; and
4. Any Canadian law enforcement agency

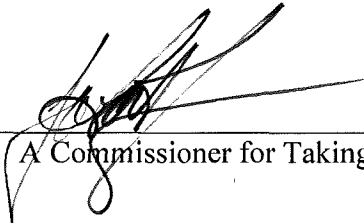
I do not consent to the collection, use and disclosure of the information I have submitted in my complaint.

Name (please print)
Elias Toby

Date (yyyy/mm/dd)
2023/03/09

¹*Financial Services Regulatory Authority of Ontario Act, 2016, S.O. 2016, c 37, s 3(3).*

This is Exhibit "E" referred to in the
Affidavit of ELIAS TOBY
AFFIRMED before me by two-way videoconference,
this 15th day of March, 2023.



A Commissioner for Taking Affidavits

Latham, Joe

From: Robert Karrass <robert@karrasslaw.com>
Sent: Monday, March 13, 2023 2:54 PM
To: Latham, Joe
Cc: Friedland, Tom
Subject: Re: First Swiss Mortgage Corp

Dear Mr. Latham,

Thank you for your email. I was retained last week and am currently getting up to speed on the file.

I can advise that FSM is currently in the process of Assigning into Bankruptcy. That should be completed in the next few days, at which point I will provide you with the contact information for the trustee in bankruptcy.

Regarding the concerns you have raised, at this time I can only advise that we are reviewing the file and also investigating the conduct of FSM's VP of Portfolio Management.

I would be happy to discuss the same over a call, please let me know your availability tomorrow.

Best,

Robert Karrass

On Mon, Mar 13, 2023 at 1:50 PM Latham, Joe <jlatham@goodmans.ca> wrote:

Mr. Karrass, we have been retained by Dancap Private Equity Inc. ("Dancap") in respect of their mortgage investments with First Swiss Mortgage Corp ("FSM"). FSM has stopped paying interest or any other amounts on the numerous mortgages which Dancap has funded through FSM, and is not even answering calls or emails. Their office is also closed. No explanation or response has been forthcoming from FSM other than to say that they have retained you and contact should be made with you.

Our client has very serious concerns with the situation at FSM. Searches conducted on behalf of our client have confirmed that the majority of the mortgages intended to secure their investments have been discharged or were never registered, some a number of years ago. I would like to speak with you as soon as possible.

Joseph Latham

Goodmans LLP

416.597.4211

jlatham@goodmans.ca

goodmans.ca

***** Attention *****

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise us immediately at privacyofficer@goodmans.ca and delete this email without reading, copying or forwarding it to anyone. Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON, M5H 2S7, www.goodmans.ca. You may unsubscribe to certain communications by clicking here.

--

Robert Karrass
Principal - Karrass Law
7636 Yonge Street, Thornhill, ON L4J 1V9
T. 416-477-6022 ext. 202 | F. 416-477-6033 | www.karrasslaw.com

This email communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return email and delete this communication and any copy immediately. Thank you.

Dictated but not read and potentially riddled with errors.

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES
REGULATORY AUTHORITY OF ONTARIO
AND FIRST SWISS MORTGAGE CORP.**

Court File No: ◇

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF ELIAS TOBY

GOODMANS LLP
Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

L. Joseph Latham LSUC#: 32326A
Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for Dancap Private Equity
Inc.

Tab 7

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES
REGULATORY AUTHORITY OF ONTARIO

Applicant

- and -

FIRST SWISS MORTGAGE CORP.

Respondent

APPLICATION UNDER SECTION 37 OF THE *MORTGAGE BROKERAGES, LENDERS AND ADMINISTRATORS ACT, 2006*, S.O. 2006, c. 29, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED

CONSENT

KSV Restructuring Inc. hereby consents to act as the Court-appointed receiver of First Swiss Mortgage Corp. pursuant to the terms of the draft order contained in the Applicant's Application Record, and pursuant to section 37 of the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, S.O. 2006, c. 29, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, in respect of these proceedings.

Dated: March 15, 2023

KSV RESTRUCTURING INC.

Per:



Name: Mitch Vininsky
Title: Managing Director

Tab 8

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) FRIDAY, THE 17TH
JUSTICE) DAY OF MARCH, 2023
)

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES
REGULATORY AUTHORITY OF ONTARIO**

Applicant

- and -

FIRST SWISS MORTGAGE CORP.

Respondent

APPLICATION UNDER SECTION 37 OF THE *MORTGAGE BROKERAGES, LENDERS AND ADMINISTRATORS ACT, 2006*, S.O. 2006, c. 29, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED

**ORDER
(appointing Receiver)**

THIS APPLICATION, made by the Applicant for an Order pursuant to section 37 of the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, S.O. 2006, c. 29, as amended (the “**MBLAA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), appointing KSV Restructuring Inc. (“**KSV**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of First Swiss Mortgage Corporation (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Cameron Clark sworn on March 15, 2023 and the Exhibits thereto, the affidavit of Daniel Baum sworn on March 15, 2023 and the Exhibits thereto, the affidavit of Jared Green sworn on March 15, 2023 and the Exhibits thereto, the affidavit of Rose Baum sworn on March 15, 2023 and the Exhibits thereto, and the affidavit of Elias Toby sworn on March 15, 2023 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and such other parties in attendance at the hearing of this application, and on reading the consent of KSV to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated, and service on the Respondent in the manner served is hereby validated, so that this Application is properly returnable today, and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 37 of the MBLAA 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 all proceeds thereof and any assets or property held by the Debtor in trust for any third party, and including all property vested in any trustee in bankruptcy of the Debtor (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 enter into the Debtor's business premises during regular business hours and examine and make copies of any document or record, in paper or electronic format;
- (d) to have access to all electronic storage and record databases, including but not limited to, icloud, email inboxes, dropbox, and to examine and make copies of any document or record contained therein;
- (e) to review and investigate the books, records, and financial affairs in electronic form or otherwise, including without limitation, banking and investment records, of the Debtor;
- (f) to review and investigate all monies flowing in and out of the Debtor, including but not limited to, all receipts and disbursements, all accounts payable and receivable of the Debtor;
- (g) to deliver notices of examination to and examine any person (including, without limitation, Reza Nezami, Patrick Dookram, and any other officer, director, or employee of the Debtor) under oath who has knowledge of the business and affairs of the Debtor;
- (h) in consultation with the Applicant, 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;

- (i) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and, in consultation with the Applicant, to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (j) to settle, extend or compromise any indebtedness owing to the Debtor;
- (k) 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;
- (l) in consultation with the Applicant, 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;
- (m) 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;
- (n) 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 \$25,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; 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;

- (o) 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;
- (p) 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;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) 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;
- (s) 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;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (u) 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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. 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, (iii) any trustee in bankruptcy of the Debtor, and (iv) 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. Without limiting the generality of the foregoing, any landlord of premises leased by the Debtor shall grant access to such premises to the Receiver to recover books and records and other Property of the Debtor.

5. 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.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the

information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. 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

10. 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

11. 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 Receiver 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

12. 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

13. 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 *Bankruptcy and Insolvency Act* (the “**BIA**”), other than such amounts as the Receiver may specifically agree in writing to pay.

PIPEDA

14. 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

15. 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

16. 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, including under the MBLAA. 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

17. 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.

18. 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.

19. 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

20. 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 \$50,000.00 (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

21. 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.

22. 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.

23. 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

24. 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 ‘●’.

25. 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

26. THIS COURT ORDERS that the Receiver shall file a report with the Court containing its findings and recommendations within 15 days of the date of this Order in connection with a hearing to take place on ●, 2023 for the purpose of any relief to be sought by the Applicant or the Receiver with respect to the Debtor, the Property and/or the administration of the receivership.

27. 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.

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

29. 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.

30. 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.

31. THIS COURT ORDERS that the Applicant and any other parties who contributed evidence in support of this Order shall have their costs of this application, up to and including entry and service of this Order, 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.

32. 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.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties First Swiss Mortgage Corporation (the "**Debtor**") 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 _____, 2023 (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 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:

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL
SERVICES REGULATORY AUTHORITY**

Applicant

-and-

FIRST SWISS MORTGAGE CORP.

Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Lawyers for the Applicant

Tab 9

Revised: January 21, 2014
s.243(1) BIA (National Receiver)
and s. 101 CJA (Ontario) Receiver

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ~~WEEKDAY~~ _____ FRIDAY,
JUSTICE _____) THE # 17TH
) DAY OF ~~MONTH~~ MARCH,
20YR2023

~~PLAINTIFF[†]~~

~~Plaintiff~~

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES
REGULATORY AUTHORITY OF ONTARIO**

~~Applicant~~

- and -

~~DEFENDANT~~

~~Defendant~~

FIRST SWISS MORTGAGE CORP.

~~Respondent~~

**APPLICATION UNDER SECTION 37 OF THE *MORTGAGE BROKERAGES, LENDERS AND
ADMINISTRATORS ACT, 2006*, S.O. 2006, c. 29, AS AMENDED, AND SECTION 101 OF
THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED**

~~[†]The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

**ORDER
(appointing Receiver)**

THIS ~~MOTION~~APPLICATION, made by the ~~Plaintiff~~²Applicant for an Order pursuant to section ~~243(1)~~37 of the ~~Bankruptcy~~Mortgage Brokerages, Lenders and Insolvency Administrators Act, ~~R-2006, S.CO. 1985~~2006, c. ~~B-329~~, as amended (the "~~BIA~~""MBLAA"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "~~CJA~~"""), appointing ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. ("KSV") as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "~~Receiver~~"") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~First Swiss Mortgage Corporation (the "~~Debtor~~"") acquired for, or used in relation to a business carried on by the Debtor, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by judicial videoconference via Zoom.

ON READING the affidavit of ~~[NAME]~~Cameron Clark sworn ~~[DATE]~~on March 15, 2023 and the Exhibits thereto, the affidavit of Daniel Baum sworn on March 15, 2023 and the Exhibits thereto, the affidavit of Jared Green sworn on March 15, 2023 and the Exhibits thereto, the affidavit of Rose Baum sworn on March 15, 2023 and the Exhibits thereto, and the affidavit of Elias Toby sworn on March 15, 2023 and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~the Applicant and such other parties in attendance at the hearing of this application, and on reading the consent of ~~[RECEIVER'S NAME]~~KSV to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated³, and service on the Respondent in

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

the manner served is hereby validated, so that this ~~motion~~Application is properly returnable today, and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section ~~243(1)~~37 of the ~~BIA~~MBLAA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~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 all proceeds thereof and any assets or property held by the Debtor in trust for any third party, and including all property vested in any trustee in bankruptcy of the Debtor (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;~~enter into the Debtor's business premises during regular business hours and examine and make copies of any document or record, in paper or electronic format;

- (d) to have access to all electronic storage and record databases, including but not limited to, icloud, email inboxes, dropbox, and to examine and make copies of any document or record contained therein;
- (e) to review and investigate the books, records, and financial affairs in electronic form or otherwise, including without limitation, banking and investment records, of the Debtor;
- (f) to review and investigate all monies flowing in and out of the Debtor, including but not limited to, all receipts and disbursements, all accounts payable and receivable of the Debtor;
- (g) to deliver notices of examination to and examine any person (including, without limitation, Reza Nezami, Patrick Dookram, and any other officer, director, or employee of the Debtor) under oath who has knowledge of the business and affairs of the Debtor;
- (h) ~~(d)~~ in consultation with the Applicant, 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;~~
- (i) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and, in consultation with the Applicant, to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (j) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the Debtor;

(k) ~~(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;

(l) ~~(i)~~ in consultation with the Applicant, 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.⁴ 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;

(m) ~~(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;

(n) ~~(k)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

~~(i)~~ (i) without the approval of this Court in respect of any transaction not exceeding \$ 25,000, provided that the aggregate consideration for all such transactions does not exceed \$ 100,000; and

~~(ii)~~ (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, ~~f~~or section 31 of the Ontario Mortgages Act, as the case

~~⁴This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

- (o) ~~(h)~~ 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;
- (p) ~~(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;
- (q) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) ~~(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;
- (s) ~~(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;
- (t) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (u) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

~~⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. 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, (iii) any trustee in bankruptcy of the Debtor, and ~~(iii)~~(iv) 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. Without limiting the generality of the foregoing, any landlord of premises leased by the Debtor shall grant access to such premises to the Receiver to recover books and records and other Property of the Debtor.

5. 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.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

~~7. 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

7. ~~8.~~ 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

8. ~~9.~~ THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. ~~10.~~ 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

10. ~~11.~~ 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

11. ~~12.~~ 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~~Receiver 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

12. ~~13.~~ 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

13. ~~14.~~ 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 Bankruptcy and Insolvency Act (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

14. ~~15.~~ 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

15. ~~16.~~ 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

16. ~~17.~~ 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~~ including under ~~sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act~~ the MBLAA. 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

17. ~~18.~~ 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.~~⁶

18. ~~19.~~ 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.

19. ~~20.~~ 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,

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

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

20. ~~21.~~ 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 \$~~_____~~50,000.00 (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.~~

21. ~~22.~~ 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.

22. ~~23.~~ 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.

23. ~~24.~~ 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

24. ~~25.~~ 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 ‘[@](#)’.

25. ~~26.~~ 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

26. THIS COURT ORDERS that the Receiver shall file a report with the Court containing its findings and recommendations within 15 days of the date of this Order in connection with a hearing to take place on ●, 2023 for the purpose of any relief to be sought by the Applicant or the Receiver with respect to the Debtor, the Property and/or the administration of the receivership.

27. 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.

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

29. 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.

30. 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.

31. THIS COURT ORDERS that the Plaintiff Applicant and any other parties who contributed evidence in support of this Order shall have ~~its~~their costs of this ~~motion~~application, up to and including entry and service of this Order, ~~provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.

32. 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.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ First Swiss Mortgage Corporation (the "Debtor") 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—2023 (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__.

~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

Document comparison by Workshare Compare on Wednesday, March 15, 2023
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Input:	
Document 1 ID	file://C:\Users\George\OneDrive - Chaitons LLP\Chaitons\Model Orders\Model Receivership Order.doc
Description	Model Receivership Order
Document 2 ID	iManage://chaitonsllp-mobility-ca.imanage.work/CHAITON SDM/10657304/2
Description	#10657304v2<chaitonsllp-mobility-ca.imanage.work> - First Swiss Receivership - Draft Order
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
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Style change	
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Moved cell	
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Padding cell	

Statistics:	
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Moved to	1
Style changes	0
Format changes	0

Total changes	330
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**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL
SERVICES REGULATORY AUTHORITY**

Applicant

-and-

FIRST SWISS MORTGAGE CORP.

Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD

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