

ONTARIO
DIVISIONAL COURT, SUPERIOR COURT OF JUSTICE

B E T W E E N:

**KSV KOFMAN INC., IN ITS CAPACITY AS RECEIVER AND
MANAGER OF CERTAIN PROPERTY OF SCOLLARD
DEVELOPMENT CORPORATION, MEMORY CARE INVESTMENTS
(KITCHENER) LTD., MEMORY CARE INVESTMENTS (OAKVILLE)
LTD., 1703858 ONTARIO INC., LEGACY LANE INVESTMENTS LTD.,
TEXTBOOK (525 PRINCESS STREET) INC. AND TEXTBOOK (555
PRINCESS STREET) INC.**

Plaintiff
(Respondent)

- and -

**AEOLIAN INVESTMENTS LTD., JOHN DAVIES IN HIS PERSONAL
CAPACITY AND IN HIS CAPACITY AS TRUSTEE OF BOTH THE
DAVIES ARIZONA TRUST AND THE DAVIES FAMILY TRUST,
JUDITH DAVIES IN HER PERSONAL CAPACITY AND IN HER
CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST, AND
GREGORY HARRIS SOLELY IN HIS CAPACITY AS TRUSTEE OF THE
DAVIES FAMILY TRUST**

Defendants
(Appellants)

MOTION RECORD
(Volume 1 of 2)

October 12, 2018

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TAB 1

ONTARIO
DIVISIONAL COURT, SUPERIOR COURT OF JUSTICE

B E T W E E N:

**KSV KOFMAN INC., IN ITS CAPACITY AS RECEIVER AND
MANAGER OF CERTAIN PROPERTY OF SCOLLARD DEVELOPMENT
CORPORATION, MEMORY CARE INVESTMENTS (KITCHENER)
LTD., MEMORY CARE INVESTMENTS (OAKVILLE) LTD., 1703858
ONTARIO INC., LEGACY LANE INVESTMENTS LTD., TEXTBOOK
(525 PRINCESS STREET) INC. AND TEXTBOOK (555 PRINCESS
STREET) INC.**

Plaintiff
(Respondent)

- and -

**AEOLIAN INVESTMENTS LTD., JOHN DAVIES IN HIS PERSONAL
CAPACITY AND IN HIS CAPACITY AS TRUSTEE OF BOTH THE
DAVIES ARIZONA TRUST AND THE DAVIES FAMILY TRUST,
JUDITH DAVIES IN HER PERSONAL CAPACITY AND IN HER
CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST, AND
GREGORY HARRIS SOLELY IN HIS CAPACITY AS TRUSTEE OF THE
DAVIES FAMILY TRUST**

Defendants
(Appellants)

NOTICE OF MOTION

THE APPELLANTS, John Davies and Aeolian Investments Ltd., will make a motion to
the panel of the Divisional Court hearing its appeal at the Court House, 130 Queen St. W,
Toronto, ON M5H 2N5.

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

THE MOTION IS FOR:

1. An order pursuant to section 134(4)(b) of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, and Rule 61.16(2) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, permitting the admission of fresh evidence, specifically the Affidavit of John Davies sworn November 30, 2017 and the exhibits attached thereto (the “**First Davies Affidavit**”), the Affidavit of John Davies sworn February 8, 2018 and the exhibits attached thereto (the “**Second Davies Affidavit**” and collectively, the “**Davies Affidavits**”), the Affidavit of Brian Moskowitz sworn December 7, 2017 and the exhibit attached thereto (the “**Moskowitz Affidavit**”), and the Affidavit of Alicia Haggart sworn October 12, 2018 and the exhibits thereto (the “**Haggart Affidavit**”); and
2. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. On August 30, 2017, a *Mareva* injunction was granted by the Honourable Justice Myers (the “**Motions Judge**”) against John Davies and Aeolian Investments Ltd. (collectively, the “**Appellants**”) and other defendants in the action, including Judith Davies (Mr. Davies’ wife), on an interlocutory basis pending a final disposition of the within action (the “**Mareva Order**”);
2. The *Mareva* Order was based, in part, on the fact that Mr. Davies had recently listed his house for sale (the “**King City Property**”) despite the existence of a prior interim *Mareva* injunction. The *Motions Judge* concluded that he had “no hesitation finding a proven risk of dissipation given the listing of the [King City Property]”, and also noted that “there may well be hidden pools of funds yet undiscovered”;

3. Pursuant to an Order of the Divisional Court dated January 19, 2018, leave to appeal the decision of the Motions Judge was granted;

4. On January 29, 2018, the Appellants served a Notice of Appeal in respect of the Mareva Order;

Fresh Evidence

5. The Davies Affidavits, the Moskowitz Affidavit and the Haggart Affidavit provide, *inter alia*, the following relevant, credible and potentially decisive evidence, which was not before the Motions Judge but which has subsequently become available (collectively, the “**Fresh Evidence**”):

Sale of the King City Property

- (a) in October 2017, subsequent to the Mareva Order, Mr. Davies brought a motion to lift the Mareva Order from title to the King City Property to allow it to be sold. The Motions Judge denied the relief sought and requested that the Appellants provide (a) the court with evidence of their efforts to market the King City Property in order to attract the highest possible sale price, and (b) seek the court’s approval to initiate a sale process for the property;
- (b) the Second Davies Affidavit sets out the sale process developed between Mr. Davies and Mr. Mealia, his real estate agent, and also provides that Mr. Davies did not expect to receive any net proceeds from any sale of the property (after fees, commissions and payment of his debts). To the extent that any net proceeds are realized, Mr. Davies undertook to hold those proceeds in trust pending the outcome of this Appeal or further order of the Court;

- (c) The Moskowitz Affidavit provides that Moskowitz Capital Mortgage Fund II Inc. is the first mortgagee of the King City Property (the “Lender”), that the mortgage had been in default since November 2016, and that the Lender was owed \$1,066,171.83. It also provides that the Lender had forborne on its enforcement rights to allow Mr. Davies to try to sell the property, and that the Lender fully supported the sales process proposed by Mr. Davies;
- (d) On April 19, 2018, the Motions Judge approved the sale process, relying in part on the Second Davies Affidavit and the Moskowitz Affidavit;
- (e) As set out in the Haggart Affidavit, on August 23, 2018, the Lender entered into an agreement to sell the King City Property via power of sale, scheduled to close on October 1, 2018. The Receiver consented to the sale and the removal of the Mareva Order from title for that purpose;

No Hidden Assets to Dissipate

- (f) On October 16, October 23, November 1 and November 9, 2017, in response to various requests by the Receiver, the Appellants provided detailed information in relation to Mr. and Mrs. Davies’ and Aeolian’s current assets, liabilities and cash flow. This information is set out in the First Davies Affidavit, which responded to all of the Receiver’s inquiries and confirmed that the Appellants have no hidden assets or pools of funds that have not been disclosed to the Receiver;
6. The Fresh Evidence is properly admissible for the following reasons:
- (a) it became available following the Mareva Order or, alternatively, was adduced in response to specific issues raised by the Receiver following the granting of the Mareva Order;
 - (b) it is decisive, or potentially decisive, in respect of the matters before this Honourable Court;

- (c) it is credible and if believed, taken with the other evidence before this Honourable Court, could be expected to affect the result of the within appeal;
 - (d) it is necessary to deal fairly with the issues on appeal before this Honourable Court; and
 - (e) it will assist this Honourable Court in making its decision;
7. Section 134(4) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
 8. Rules 3.02 and 61.16(2) of the *Rules of Civil Procedure*; and
 9. Such further and other grounds as counsel may advise and this Honourable Court may accept.

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

1. The Order and Endorsement of the Honourable Justice Myers dated August 30, 2017;
2. The Order and Endorsement of Justice Myers dated April 19, 2018;
3. The Affidavit of John Davies sworn November 30, 2017 and the exhibits thereto;
4. The Affidavit of John Davies sworn February 8, 2018 and the exhibits thereto;
5. The Affidavit of Brian Moskowitz sworn December 7, 2017 and the exhibit thereto;
6. The Affidavit of Alicia Haggart sworn October 12, 2018 and the exhibits thereto; and
7. Such further and other evidence as counsel may advise and this Honourable Court may permit.

October 12, 2018

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Lawyers for the Plaintiff/Respondent

CERTIFICATE

Counsel for the Appellants hereby certify that the time estimated for oral argument on behalf of the Appellants, not including reply, is ten minutes.

KSV KOFMAN INC.
Plaintiff (Respondent)

and

AEOLIAN INVESTMENTS LTD. et al.
Defendants (Appellants)

ONTARIO
DIVISIONAL COURT,
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

NOTICE OF MOTION

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Lawyers for the Defendants (Appellants),
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TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**KSV KOFFMAN INC. IN ITS CAPACITY AS RECEIVER AND MANAGER
OF CERTAIN PROPERTY OF SCOLLARD DEVELOPMENT
CORPORATION, MEMORY CARE INVESTMENTS (KITCHENER)
LTD., MEMORY CARE INVESTMENTS (OAKVILLE) LTD., 1703858
ONTARIO INC., LEGACY LANE INVESTMENTS LTD., TEXTBOOK
(525 PRINCESS STREET) INC. and TEXTBOOK (555 PRINCESS
STREET) INC.**

Plaintiffs

- and -

JOHN DAVIES and AEOLIAN INVESTMENTS LTD.

Defendants

**AFFIDAVIT OF JOHN DAVIES
(Sworn November 30, 2017)**

I, John Davies, of King City in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the defendants in the above noted action. As such, I have personal knowledge of the information contained in this affidavit, which is provided in response to the inquiries set out in Bennett Jones' letter dated November 9, 2017 (the "KSV Letter"), a copy of which is attached hereto as **Exhibit "A"**. For convenience, my affidavit uses the same headings as set out in the KSV Letter, and uses the same defined terms as my previous affidavits.
2. The information contained in this affidavit is in addition to the information already provided in Dentons' letters dated October 16, 2017 and November 1, 2017 (attached hereto as **Exhibits "B"** and **"C"** respectively), and the October 23, 2017 email exchange between Michael

Beeforth and Sean Zweig (attached hereto as **Exhibit "D"**). I confirm that the information set out in this correspondence is true and accurate.

Living Expenses

3. As requested in the KSV Letter, I have attached as **Exhibit "E"** a spreadsheet setting out my family's monthly income and expenses.

4. Our monthly expenses in November were approximately CAD\$4,550 and consisted of utilities for 24 Country Club Drive, utilities, security and maintenance for the Arizona Property, storage fees for the furniture that was previously in our cottage, cellphone plans, food and gas. Copies of relevant bills and receipts are attached hereto as **Exhibit "F"**. I had mistakenly left out the costs associated with security for the Arizona Property in the expenses set out in Dentons' November 1st letter, and had underestimated the amount of gas Judy uses on a monthly basis.

5. The amounts set out in Exhibit "E" are our only expenses. We are not paying the mortgages on either 24 Country Club Drive or the Arizona Property, which is approximately US\$3,130 per month. We have not paid condominium fees or taxes for 24 Country Club Drive in several months (approximately \$1,400 per month) and have significantly reduced maintenance at the Arizona Property, carrying out only what is necessary to prevent the property from deteriorating. We are not paying for insurance. I am not filling my prescriptions for my mast cell activation syndrome, which cost approximately \$1,000 per month.

6. In addition, and as noted in Dentons' letter, we have eliminated all discretionary and lifestyle expenses. We have not been to a restaurant in two months (other than one dinner at Swiss Chalet for my birthday), do not buy alcohol and do not entertain. We have stopped paying

for any of our children's expenses (other than Jack's cellphone bill), and our adult children have assisted us from time to time by paying utility bills or purchasing food for our home.

7. Our family's sole source of income is Judy's earnings from her clerical position, which were as follows: \$700 in May; \$781 in June; \$242 in August; \$451 in September; and \$1,650 in October. Copies of Judy's invoices and the corresponding e-transfers are attached hereto as **Exhibit "G"**. Judy has recently taken on additional hours and we expect her monthly earnings in November (and going forward) to be between \$2,300-\$2,700.

8. As set out in Dentons' letter, Judy's earnings are transferred to our son Jack's bank account via Interac e-transfer and then either used to pay bills electronically or provided to us in cash. I have attached as **Exhibit "H"** copies of Jack's bank account statements showing relevant deposits and withdrawals/bill payments.

9. The monthly shortfall between our income and expenses has been covered by funds acquired from selling assets pursuant to the \$25,000 living expenses exemption in the Mareva Order. As set out in Dentons' October 16th letter, we obtained \$11,750 from the sale of artwork to the Pegasus Gallery in August 2017. We have also sold or pawned two pieces of jewelry for \$12,000 (detailed below), and a number of purses for \$1,500 in October 2017. Finally, Judy's sister has also paid approximately \$2,500 of expenses on our behalf.

10. Currently, we have approximately \$2,000 in cash remaining. As we do not have a bank account, I do not have any supporting documentation to evidence this amount. When these proceeds have been depleted, I will either arrange a further loan from a friend or business colleague, or apply to the court for additional funds for living expenses.

11. With respect to the loan advanced by 1321805 Ontario Inc., I have attached as **Exhibit "I"** a copy of the promissory note evidencing the loan, and as **Exhibit "J"** an image of the wire payment confirmation showing the transfer of CAD\$10,000 from 1321805 Ontario Inc. to Bofi Federal Bank. Mr. Thompson has provided the affidavit attached as **Exhibit "K"** confirming these funds did not originate from me or an affiliate or party related to me.

12. With respect to the mortgage on the Arizona Property, following Dentons' November 6th email disclosing the above loan, the wire payment sent by Mr. Thompson was rejected as it was sent in Canadian funds which Bofi Federal Bank would not accept. I am currently waiting for the bank to process the return of this payment so that I can send an equivalent payment in US funds. I have attached as **Exhibit "L"** a copy of the current mortgage statement provided to me by Bofi Federal Bank, which includes the payment owing for December. As indicated by the mortgage statement, the mortgage has not been serviced since September.

Artwork

13. I confirm that I will not sell, dispose of or encumber the eight pieces of artwork owned by the Davies Family Trust located at 24 Country Club Drive. Similarly, I confirm that I will not cause MCIL to sell, dispose of or encumber the "Black Apples" painting located at MCIL's offices, which are at 51 Caldari Road, Suite A1M, in Concord, Ontario.

14. I do not have any invoices regarding the sales of artwork to Golden Eagle Art in February and April 2017, or to Pegasus Gallery in August 2017; I did not create invoices as I did not think I would need them. I have previously produced evidence that we received the \$80,000 and \$40,000 payments from Golden Eagle Art (see Appendix "B" to Dentons' October 16th letter),

and that the Pegasus Gallery wired \$11,750 in August 2017 (see Appendix "C" to Dentons' October 16th letter).

15. The proceeds from these sales were used to pay for living expenses, including various payments towards the GenerX Development Partners Inc. American Express card earlier in 2017. I have not maintained a detailed list of my expenses since selling this artwork as I did not see the need to do so. The budget attached hereto as Exhibit "E" generally reflects the expenses that we have incurred in recent months.

16. With respect to the various payments from Aeolian's bank account to art galleries referenced in the KSV Letter:

- (a) I have not yet been able to find any documentation regarding the purchases from the Gallery Wall and the Glenn Green Gallery. I will continue to search for details and will provide them when located.
- (b) The payments made to Mayberry Fine Art were monthly payments made under the lease-to-own agreement for the \$80,000 Robert Bateman painting. The lease agreement, which was previously provided as part of Appendix "A" to Dentons' October 16th letter, is attached hereto as **Exhibit "M"** for convenience.

17. With respect to the payments made from MCIL to Mayberry Fine Art, these were monthly lease payments made under two lease-to-own agreements between MCIL and Mayberry. I have attached as **Exhibit "N"** copies of the lease agreements, which include details regarding the pieces of artwork that were leased. None of this artwork has been sold; it is all located at MCIL's offices.

Parkers Point

18. The furniture from the Parkers Point property is currently in storage at AMJ Campbell's facility at 20 Mills Road in Barrie, Ontario. I confirm that these furnishings will remain at the storage facility and that I will not sell, dispose of or encumber them. It should be noted that we have not yet paid storage fees for November 2017.

Jewelry

19. With respect to the various payments to jewelry stores referenced in the KSV Letter:

- (a) The payment to Damiani Jewelers was for a Rolex watch purchased for Jessica Davies as a graduation present.
- (b) The payment to Raffi Jewelers was for a Rolex watch which was pawned in December 2016 for \$2,500. I have attached as **Exhibit "O"** a copy of the pawn ticket.
- (c) The payment to Cartier was for a gold and diamond pendant which was sold to Oliver's Jewellers in October 2017 for \$4,500.
- (d) The payments to Hollywood Diamond were for a diamond and emerald ring, pendant and earrings. The pendant and earrings were pawned in August 2017 for \$7,500; we still own the ring and I confirm that we will not sell, dispose of or otherwise encumber it. I have attached as **Exhibit "P"** a copy of the promissory note evidencing the pawn.

20. I did not keep invoices for any of the above purchases. In addition to these pieces of jewelry, I pawned a second Rolex in December 2016 for \$2,000. A copy of the pawn ticket is attached as **Exhibit "Q"**.

Arizona Property

21. To date, I have been unable to locate any documentation regarding the rugs at the Arizona Property. I suspect any receipts that might still exist are in Arizona. I confirm that none of the furnishings at the Arizona Property listed in Dentons' October 16th letter have been sold, and that I will not sell, dispose of or encumber any of those furnishings.

22. As I have previously advised and undertaken to the court, I do not intend to sell the Arizona Property. I have looked into the possibility of renting the Arizona Property in order to pay for maintenance costs and service the mortgage, but have taken no steps to do so.

44 Bond Street

23. As set out in Dentons' October 16th letter, the \$100,000 loan made to Andrew was always intended to be gifted to him if he maintained the mortgage and expenses associated with the property – which he did until the property was sold in 2016. Accordingly, the loan was forgiven. As this arrangement was made with my son, I did not see the need to reduce its terms to writing; we trusted each other to honour our agreement.

Bruce Stewart

24. My agreement with Bruce Stewart was not formalized in writing. Rather, when he was preparing to leave the Memory Care business, we met to discuss the various outstanding issues to be resolved which included his participation in any profits realized from the sale of the Kitchener property and an outstanding loan made to Mr. Stewart in 2013. After some negotiation, we verbally reached the agreement detailed in Dentons' October 16th letter. The documentation

associated with the sale of the Maricopa property was included in the October 16th letter; there is no other documentation associated with the agreement.

Guildwood Condominiums

25. I have attached as **Exhibit "R"** a pro forma for the Guildwood condominium project from February 2016, which is the most recent information I have. The projected development profit set out in the pro forma is just over \$10 million. Assuming this information is still accurate, this would value my 15% interest at approximately \$1.5 million, if and when realized.

Dentons

26. Dentons' retainer of \$40,000 was paid on June 1, 2017 by way of bank draft (a copy of which is attached as **Exhibit "S"**). No further payments have been made to date.

27. As previously advised by Dentons, we have submitted a claim for defence costs under our D&O insurance policies. We do not currently have any other prospect of paying Dentons for its services, and have provided no assurances.

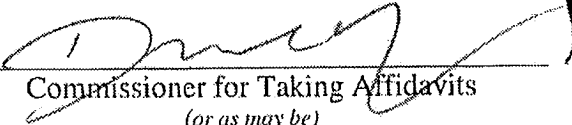
American Express

28. As set out in Dentons' November 1st letter, the American Express card issued to GenerX Development Partners Inc., which I was using to pay for my family's living expenses, was cancelled around September 16, 2017. I have been unable to locate the correspondence I received from American Express advising of the cancellation and believe I must have inadvertently deleted it. At the time the card was cancelled, I believe the outstanding balance was approximately \$33,000.

29. I have attached as **Exhibit "T"** copies of the American Express statements from January-June 2017 (though I understand these were previously provided to Bennett Jones and KSV in July). GenerX's account was paperless, and American Express has blocked online access to the account. As a result, I am not able to access any further statements or other information regarding the account.

30. As requested in the KSV Letter, I have attached as **Exhibit "U"** an additional affidavit from Edward Thomas confirming the source of the funds that were loaned to TSI in June 2017.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on November 30, 2017



Commissioner for Taking Affidavits
(or as may be)

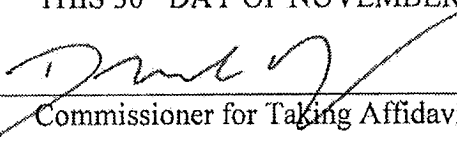


JOHN DAVIES

Michael Beeforth

TAB A

THIS IS EXHIBIT "A"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

**Bennett Jones**

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November 9, 2017

Via E-Mail

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Toronto, ON M5K 0A1

Dear Mr. Beeforth:

**Re: KSV Kofman Inc. v. John Davies et al.
Court File No. CV-17-11822-00CL**

We have your letter dated October 16, 2017 (the "October 16 Letter") and your email correspondence of October 23, 2017 (the "October 23 Email") providing responses to the Receiver's preliminary inquiries regarding your clients' assets and liabilities. We also have your email dated October 24, 2017 confirming your agreement to deliver certain additional disclosure regarding Mr. and Ms. Davies' assets and liabilities in the form of an affidavit sworn by Mr. Davies within a week or so, which confirmation was also provided orally to Justice Myers. Instead of the affidavit, on November 1, 2017, we received a letter from you purporting to summarize Mr. Davies' current expenses (the "November 1 Letter").

While certain of the responses provided to date are informative, the fundamental question of how Mr. and Ms. Davies are currently funding their lifestyle has still not been answered. Below we have set out additional matters that must be addressed, with supporting documentation, to provide the Receiver with sufficient information regarding Mr. and Ms. Davies' and Aeolian's current assets, liabilities and cash flow:

Living Expenses

1. You have not provided sufficient information for us to determine how Mr. and Ms. Davies are presently funding their living expenses. We require a detailed monthly budget, setting out all sources of income and all monthly expenses.
2. In the November 1 Letter, Mr. Davies advises that Ms. Davies is currently earning approximately \$2,650 per month. Please provide a summary of all remuneration received by

November 9, 2017

Page 2

and being received by Ms. Davies, including how she is being paid (i.e. cash, cheque, etc). Please provide evidence of same (i.e. copies of cancelled cheques, payroll remittances, etc). The November 1 Letter also advises that Ms. Davies' is depositing her pay cheques into, and paying her expenses from, Jack Davies' bank account. Please provide a copy of Jack Davies' bank statements, including evidence of all expenses paid by Jack Davies on Mr. and Mrs. Davies behalf.

3. In the November 1 Letter, Mr. Davies indicates that approximately \$8,500 in proceeds remain from the sale of art to the Pegasus Gallery. Please provide a bank statement or other evidence reflecting this balance.
4. The various Mareva orders issued against, *inter alia*, Mr. Davies and Ms. Davies authorized Ms. Davies to spend \$25,000 on ordinary living expenses and permitted Mr. and Mrs. Davies to apply for a further order regarding further amounts required for ordinary living expenses and legal advice and representation. In this regard, we note the following:
 - a. the American Express bills for the months of June and July respectively have a balance of \$13,801.43 and \$17,759.62 for expenses incurred during those months. We currently do not have the statements for January – June 2017, or the statements (if any) from after July 2017. Although we understand, based on your advice, that the American Express card was cancelled in August, please produce all available statements for 2017;
 - b. the November 1 Letter reflects that Mr. and Mrs. Davies are spending approximately \$4,200/month, being a total of approximately \$21,000 since the date of the Mareva Order (June 7, 2017); and
 - c. your email dated November 6, 2017 indicates that 1321805 Ontario Inc.¹ loaned Mr. Davies \$10,000 (the "132 Loan"). Please provide all documentation supporting the 132 Loan (i.e. term sheet, confirmation of advance, etc.). Please also produce an affidavit from Mr. Thompson advising of the source of these funds and confirming that the funds did not originate, directly or indirectly, from Mr. Davies, an affiliate of Mr. Davies or a related party.
5. Please provide a current mortgage statement for the Arizona property. The statement should contain the current balance of the mortgage and evidence that the mortgage is current, as well as a summary of all payments made since June 7, 2017 (the date of the initial Mareva Order). Please advise how this mortgage has been serviced and how it is currently being serviced, including the bank account from which the payments have been and are being made. Please provide a current bank statement for this account.

¹ Walter Thompson is the sole director and officer of this entity.



November 9, 2017
Page 3

Artwork

1. The October 16 Letter references eight pieces of artwork owned by the Davies Family Trust located at 24 Country Club Drive (two pieces by Yelland and six pieces by Villeneuve) (the "Family Trust Art"). The Receiver requires confirmation from Mr. Davies that the Family Trust Art will remain at the 24 Country Club Drive address and an acknowledgement from Mr. Davies that he will not, directly or indirectly, sell, otherwise dispose of or encumber the Family Trust Art.
2. The October 16 Letter advises that a Rachel Berman piece titled Black Apples of Gower ("Black Apples") is located in Memory Care Investment Ltd.'s ("MCIL") office. What is the address of the MCIL office? Certain of the receivership companies are creditors of MCIL. The Receiver requires confirmation from Mr. Davies that Black Apples will remain at the MCIL office and an acknowledgement that MCIL will not, directly or indirectly, sell, otherwise dispose of or encumber Black Apples.
3. The October 16 Letter advises that, in February 2017, Mr. Davies sold a Robert Bateman painting for \$80,000. Please provide all details in connection with the sale, including a copy of the invoice and the terms of the sale. Please provide an accounting of the proceeds.
4. Please provide a detailed invoice for the artwork sold in April 2017 to Golden Eagle Art for \$40,000. Please provide an accounting of the proceeds.
5. Please provide a detailed invoice for the artwork sold in August 2017 to Pegasus Gallery for \$11,750. Please provide an accounting of the proceeds.
6. The October 16 Letter provides a summary of various pieces of artwork that have been sold or are owned by Davies, Aeolian, the Davies Family Trust or the Davies Arizona Trust. All artwork discussed in the letter was purchased between 2008 and 2013²; however, Aeolian's bank statements reflect the following payments to art galleries since 2013:

Gallery	Date	Amount (\$)
The Gallery Wall Inc.	June 30, 2015	19,237.50
Glenn Green Gallery	December 1, 2015	26,235.96
Mayberry Fine Art	Various	58,822.00
		<u>104,295.46</u>

Please provide details regarding these payments, including the artwork purchased, including the artist's name, the title of the artwork, the amount paid for each piece and its present location. If the artwork has been sold, please provide all details in respect of the sale, including

² No date of purchase was provided for certain artwork owned by the Arizona Family Trust that was purchased from Wilde Meyer Gallery.



November 9, 2017

Page 4

the name of the purchaser, copies of invoices and/or other documentation evidencing the transaction.

7. A review of MCIL's bank statements reflects \$91,705 paid to Mayberry Fine Art from October 2013 to May 2017. The October 16 Letter does not provide any details regarding any artwork purchased by MCIL during that period. Please provide details regarding these payments, including any artwork purchased from Mayberry Fine Art, including the artist's name, title of the artwork, the amount paid for each piece and the location of the artwork. Please advise whether the artwork been sold and, if so, the name of the purchaser, copies of invoices and/or other documentation evidencing the transaction.

Parkers Point

1. The October 16 Letter advises that the furnishings from the Parkers Point residence are located at a warehouse in Barrie. Please advise of the name and specific location of the warehouse. The Receiver requires confirmation from Mr. Davies that the furnishings will remain at the warehouse and an acknowledgement from Mr. Davies that he will not, directly or indirectly, sell, otherwise dispose of or encumber the furnishings.

Jewelry

1. A review of the Aeolian's bank records and the American Express statements reflect the following payments to jewelry stores:

Vendor	Payment Type	Date	Amount
Damiani Jewelers Ltd.	AMEX	June 17, 2014	11,000
Raffi Jewellers	AMEX	July 18, 2014	22,000
Cartier	AMEX	September 10, 2014	20,340
Hollywood Diamond	Aeolian	Various	43,505
			<u>96,845</u>

Please provide details regarding all jewelry purchased, including the type of jewelry and the amount paid. Please advise whether the jewelry has been sold and the terms of any transaction. If the jewelry is still owned, please advise where it is located and confirm that it will not be disposed of or encumbered. Please provide supporting documentation, including copies of invoices, receipts and/or other such documentation.

Arizona Property

1. In the October 16 Letter, Mr. Davies advises that he is attempting to locate documentation for the purchase of the rugs located in the Arizona Property. Please advise if Mr. Davies has located any documentation and, to the extent located, provide copies of same. Please confirm that none of the furnishings have been sold, will be sold or will be encumbered. If any have



November 9, 2017

Page 5

been sold, please provide the name of the purchaser, copies of invoices and/or other documentation evidencing any transaction.

2. Please advise if Mr. Davies intends to rent or sell the Arizona property.

44 Bond Street

1. Please provide all documentation regarding the \$100,000 loan made in 2008 to Andrew Davies, including the basis for its forgiveness in 2016. Please provide the following concerning this loan: its date, terms of repayment and the source of the funds for the loan.

Bruce Stewart

1. In the October 16 Letter, Mr. Davies' advises that he and Bruce Stewart reached a settlement in 2014 for Mr. Stewart's interest in Memory Care. The settlement included selling Ms. Stewart the Maricopa property at below market value and forgiving a loan made to Mr. Stewart in 2013. Please provide all documentation reflecting this and any related transactions.

Guildwood Condominiums

1. In the October 16 Letter, Mr. Davies advises that he has a 15% interest in any profit earned by the Guildwood Condominiums project. Mr. Davies estimates the value to be worth \$1 million. Please provide all evidence in Mr. Davies' possession, power or control regarding Mr. Davies value estimation.

Dentons

1. How have Mr. and Ms. Davies, directly or indirectly, paid Dentons to date (cash, cheque, wire transfer, etc.)? Please provide additional details regarding the manner of payment, including the particulars of any bank account from which the retainer and any invoices have been paid.
2. How do Mr. and Ms. Davies intend to pay Dentons for its outstanding accounts and its services going forward? In the October 23 Email, you advised that Mr. Davies has submitted an insurance claim for defence costs under D&O insurance policies. If the insurance claim for defence costs is not accepted, has Dentons been provided any assurance of payment?

American Express

1. Please provide proof that Mr. Davies' American Express Card has been cancelled, as well as the statements for August and afterwards (and/or other documentation from American Express) to demonstrate that the July statement remains unpaid. As requested above, please also produce all statements for January – June 2017.
2. Please provide an affidavit from Edward Thomas of SRM confirming that the source of the monies for his loans to Mr. Davies/TSI were either his personal funds or funds from SRM, and



November 9, 2017

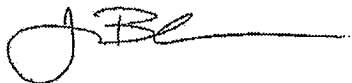
Page 6

that the funds did not originate, directly or indirectly, from Mr. Davies, an affiliate of Mr. Davies or a related party.

We look forward to receiving Mr. Davies' affidavit addressing these and all other relevant matters. To the extent we do not receive a satisfactory affidavit on or before November 23, 2017, we expect to receive instructions to bring a motion for contempt of court.

Please contact us if you would like to discuss any of the above.

Yours truly,



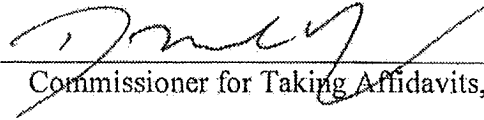
Jonathan G. Bell

JGB:red

cc: Sean Zweig and Joseph Blinick, *Bennett Jones LLP*

TAB B

THIS IS EXHIBIT "B"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

October 16, 2017

File No.: 569424-2

SENT VIA E-MAIL

Jonathan Bell
Bennett Jones
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Dear Mr. Bell:

RE: KSV Kofman Inc. v. John Davies et al.

We write in response to your letter dated September 11, 2017 regarding certain historic net worth statements of Mr. Davies and the Davies Family Trust (referred to herein as the "Davies Statement" and the "DFT Statement", respectively), and your client's various follow-up questions regarding the assets and liabilities of the Davies defendants. For ease of reference, we have answered these questions in the same order as in your letter.

It should be noted that the value ascribed to many of the assets in the Davies Statement and the DFT Statement, including furnishings, artwork and watercraft, was with reference to their estimated purchase price and, in some instances, anticipated subsequent increase in value. The resale value of such items is significantly discounted from their purchase prices.

1. None of Mr. Davies, Mrs. Davies or Aeolian currently owns any artwork. The Davies Family Trust currently owns the following artwork, all of which is located at 24 Country Club Drive and has a collective estimated resale value of \$6,000-\$7,000 (see the correspondence regarding the potential resale value of the Yelland pieces included at the back of Appendix "A"):

- Sean Yelland (Vanishing Point), which was purchased for \$9,700 in 2008 from the Ingram Gallery in Toronto;
- Sean Yelland (Down by the River, listed in the DFT Statement as "Don Valley Overpass"), which was purchased for \$5,600 in 2008 from the Ingram Gallery; and
- Alfred Villeneuve (six small landscape pieces), which were purchased for \$3,600 collectively in 2008 from the Maslak McLeod Gallery in Toronto.

The piece by Rachael Berman (Black Apples of Gower) was purchased and is owned by Memory Care Investments. It was purchased for \$17,500 in 2013 from the Ingram Gallery, and is currently located at the Memory Care offices.

Other than the above pieces, all of the artwork set out in the DFT Statement has been sold. The majority of this artwork, as well as other pieces owned by the Davies Family Trust that were not included in the DFT Statement, was sold to Golden Eagle Art in Stouffville, Ontario, including the following (purchase

prices and dates are based on Mr. Davies' best recollection and the documents he has been able to locate, which are attached as Appendix "A");

- The Robert Bateman piece was sold for \$80,000 in February 2017. It was purchased for \$80,000 in 2010 from Mayberry Fine Art in Winnipeg.
- The following pieces were sold collectively for \$40,000 to Golden Eagle Art in April 2017:
 - Luke Marston (Raven Transformation Mask), which was purchased for \$17,000 in 2010 from the Inuit Gallery in Vancouver;
 - Christian Morrisseau (Sleeping Giant – listed in the DFT Statement as "The Old Woman Lies Down"), which was purchased for \$7,500 in 2010 from the Maslak McLeod Gallery;
 - Norval Morrisseau (limited edition signed prints – listed in the DFT Statement as "Subway Series"), which were purchased for \$8,500-\$9,000 in 2010 from the Maslak McLeod Gallery;
 - Gaston Rebry (Landscape Scene – listed in the DFT Statement as "Montreal River"), which was purchased for \$3,400 in 2010 from the Rufus Gallery in Oakville;
 - Floyd Kuptana (Sedna sculpture – artist listed in the DFT Statement as "Kenoujuiak"), which was purchased for \$4,300 in 2010 from the Maslak McLeod Gallery;
 - Bill Henderson (Haida Paddles), which were purchased for \$1,320 each in 2009 from the Quintana Gallery in Portland, Oregon;
 - Gene Brabant (Sun Transformation Mask), which was purchased for \$10,800 in 2010 from the Pegasus Gallery of Canadian Art on Salt Spring Island, BC;
 - William Webb (Way Through), which was purchased for \$4,550 in 2009 from the Hollander York Gallery in Toronto;
 - Douglas Edwards (Valley Vista), which was purchased for \$6,700 in 2010 from the Hollander York Gallery;
 - Michael French (2 pieces – Segwun and They Sailed Away), which were purchased for \$9,500 each in 2010 from the Kinsman Robinson Gallery in Toronto;
 - Norval Morrisseau (Cause and Effect), which was purchased for \$40,000 in 2011 from the Maslak McLeod Gallery;
 - Jack Zhou (3 pieces – Leaves of Pond and 2x Winter Scene), which were purchased for \$5,000 in 2010 directly from the artist;
 - Lawrence Nickle (7 landscape pieces), which were purchased for \$5,075 collectively in 2009 from the Ingram Gallery;
 - Takpaungai (Bear Sliding on Ice sculpture), which was purchased for \$4,500 in 2010 from the Maslak McLeod Gallery; and
 - C.A. Henry (New Light), which was purchased for \$1,800 in 2010 from the Rufus Gallery.

The proceeds obtained from these sales were used to pay for ordinary living expenses. Copies of relevant cheques and bank account statements are attached as Appendix "B". The additional \$10,000 deposit on February 28, 2017 is the loan listed in Mr. Davies' statement of assets and liabilities produced in June 2017.

Three additional pieces were sold to the Pegasus Gallery for \$11,750 in August 2017, including the following (all documents that Mr. Davies has been able to locate are included in Appendix "A"):

- Lionel Samuels (Spawning Salmon -- listed in DFT Statement as "Killer Whale and Salmon"), which was purchased for \$5,000 in 2010 from the Quintana Gallery;
- Lionel Samuels (Raven carving), which was purchased for \$22,750 in 2010 from the Pegasus Gallery; and
- Gaston Rebry (Untitled Landscape -- listed in DFT Statement as "Winter Scene"), which was purchased for \$4,600 in 2010 from Mayberry Fine Art.

A copy of the wire transfer form for this purchase is attached as Appendix "C". The proceeds from this sale were used for living expenses, as permitted under Justice Myers' July 17th endorsement.

The Bill Reid piece and the "Caribou" sculpture listed in the DFT Statement were never owned by the Davies Family Trust or Mr. Davies (or anyone related to or controlled by Mr. Davies). Mr. Davies considered purchasing them at certain points in time but never did so as he could not agree on a purchase price.

The Davies Arizona Trust owns a number of pieces of artwork, all of which were purchased from the Wilde Meyer Gallery. A list of this artwork, together with estimated current values, is attached as Appendix "D". The Davies Arizona Trust has not sold any artwork in the last 5 years.

2. The artwork that Mr. Davies was referring to in his cross-examination was the artwork sold to Golden Eagle Art referenced above. None of Mr. Davies, Mrs. Davies, Aeolian or the Trusts has gifted any artwork to anyone in the past five years.

3. Attached as Appendix "E" is a listing of all furnishings from the cottage at Parkers Point. None of these furnishings, including those listed in the DFT Statement, have been sold; they are currently stored in a warehouse in Barrie. The estimated as-is value of the "Stickley" furnishings is \$20,000-\$25,000 collectively; the value of the other furnishings is likely minimal. The Stickley furniture was purchased in 2008 and 2009 for a total of \$53,855.80 (see the email correspondence attached as Appendix "F").

The value of the furnishings at 24 Country Club Drive is minimal, as most of it is between 7-10 years old and was brought from Mr. and Mrs. Davies' prior home. Mr. Davies has been unable to locate any documentation associated with these items. Furnishings of significant potential resale value include the following:

- Pool table (purchased for approximately \$5,000 in 2010 or 2011), which is included in the listing for 24 Country Club Drive;
- Large-screen TV (Panasonic from 2007), which is also included in the listing;
- Master bedroom set, which was purchased for approximately \$3,500 in 2011;
- Sectional sofa, which was purchased for approximately \$10,000 in 2011;
- Dining room table, which was purchased second-hand for \$2,000 in 2008;
- Two 32" televisions purchased in 2011;
- Various aging electronics (stereo, receiver, DVD players);
- Various area carpets, which Mr. Davies recalls were purchased for approximately \$27,000 in 2000; and
- Several framed hockey jerseys (Oshawa Generals, Team Canada, Bobby Orr Oshawa Generals replica jersey).

Mr. Davies does not have an accurate estimate of the current resale value of the furnishings at the Arizona Property. A list of these furnishings, together with purchase details (all figures in USD), is set out below. All supporting documentation that Mr. Davies has been able to locate is attached as Appendix "G".

- Coffee table, which was purchased for \$1,560 in 2016;
- Dining room table, which was purchased for \$7,150 in 2015;
- 8 dining room chairs, which were purchased for \$14,150 in 2015;
- Chaise lounge, which was purchased for \$3,644 in 2016;
- Sectional sofa and ottoman, which were purchased for \$17,751 in 2015;
- Sectional sofa and accessories, which were purchased for \$30,270 in 2015;
- Container units, which were purchased for \$13,600 in 2015;
- Various side tables, which were purchased for \$4,275 in 2015
- 3 floor lamps, which were purchased for \$5,195 in 2016;
- 2 table lamps, which were purchased for \$1,956 in 2016; and
- 3 accent tables, which were purchased for \$3,276 in 2016.

The Arizona Property furnishings also include various rugs, four beds and a set of bar stools. Mr. Davies is searching for documentation associated with the rugs. He has not been able to locate any documentation associated with the beds or bar stools. It should be noted that Mr. Davies' understanding is that Arizona homes such as the Arizona Property are typically sold furnished. As such, selling some or all of the above furnishings would likely have an impact on the potential sale price of the Arizona Property.

4. The property at 44 Bond Street (incorrectly identified as 80 Bond Street in the DFT Statement) was a condominium property purchased in 2008 by Andrew Davies, who was working for the Oshawa Generals at the time. Mr. Davies loaned Andrew \$100,000 through the Davies Family Trust to use as a down payment (as set out in the liabilities listed in the DFT Statement), with the intention that this amount would be gifted to Andrew if he maintained the mortgage and expenses associated with the property (which he did). Accordingly, when the property was sold in 2016, the loan was forgiven and Andrew retained the sale proceeds. Mr. Davies is searching for relevant purchase and sale records.

5. The property located in Maricopa, Arizona was purchased for USD \$129,000 in 2011, with funds from the sale of the Oshawa Generals. The property was subsequently sold to Jessica Stewart, Bruce Stewart's daughter, in February 2014 for USD \$9,000 (to cover real estate commissions). Copies of relevant purchase and sale records are attached as Appendix "H".

For context, in February 2014, Mr. Stewart was in the process of leaving the Memory Care development business he had founded with Mr. Davies. At the time, the sale of the Kitchener property was expected to occur imminently. Although Mr. Stewart had an interest in that property, he would not be able to participate in whatever profit was realized if the sale occurred after he left the business. As a result, an agreement was reached whereby (amongst other things) Mr. Davies would sell the Maricopa property to Ms. Stewart at a below-market price, and Mr. Davies would be entitled to receive Mr. Stewart's share of the Kitchener property profits (approximately \$260,000, which Mr. Davies subsequently split with Greg Harris). Mr. Davies has no understanding as to why Ms. Stewart sold the house shortly after purchasing it.

6. With respect to the loans receivable set out in the Davies Statement:

- The loan receivable relating to Memory Care Investments was in respect of management fees owing to Mr. Davies that had not been paid at that time.
- Mr. Davies does not recall the details regarding the loan listed to McMurray Street Investments. He believes that this entry may have been in respect of the amount owing on the \$650,000 loan made by the Davies Family Trust to the McMurray development company, but he has been unable to locate any supporting documentation.
- The entry regarding Memory Care Investments (Kitchener) Ltd. was in respect of an anticipated loan to be made by Mr. Davies, when it was contemplated that the Kitchener development property would be purchased by him and Mr. Singh. This did not occur, as the property was purchased by 2372519 Ontario Ltd. in 2013. Mr. Davies did not contribute any of his own funds to this purchase.
- As identified in the Davies Statement, the loan to the Davies Family Trust was with respect to a down payment for the purchase of the Arizona Property.

With respect to the loans receivable set out in the DFT Statement:

- The loan to Forest City National was advanced in or about April 2013 as a business loan to a relative of Mr. Davies. The loan, which was non-interest bearing, was repaid in full over a period of approximately 4.5 years through monthly payments of \$2,500 made to St. Andrews College in respect of Jack Davies' tuition. The promissory note evidencing the loan and repayment schedule is attached as Appendix "I".
- The loan to Bruce Stewart was advanced in or about 2013 to assist Mr. Stewart in purchasing a home. This loan was forgiven as part of Mr. Stewart's departure from the development business in 2014. There was no documentation associated with this loan.
- The entry relating to a loan to David Del Mastro was an error. No such loan was ever advanced.
- The loan to Muskoka Wharf Marine was made in 2009 or 2010 as a non-interest bearing business loan to support the marina near Mr. Davies' cottage, which was experiencing cash flow difficulties. In lieu of cash repayment, Mr. Davies was provided with free winter storage and service for the Cobalt, Avon RIV and Sea-Doos over a number of years. There is no loan owing and the marina is bankrupt.

7. Guildwood Condominiums is a development project on a property owned by Raj Singh. Aeolian was hired in 2013 as development manager to bring the property through predevelopment to construction readiness and, in particular, to oversee design work and obtain necessary approvals. For this work, Aeolian was to earn \$600,000 in development management fees (which were paid to Aeolian and, beginning in 2014, Memory Care), and 15% of any profit earned from the project.

The 15% interest in the project was not formally documented; rather, it was agreed to verbally and documented in email correspondence, which is attached as Appendix "J". Mr. Davies' best approximation of the value of this interest is \$1M; however, given the issues raised in this litigation and the resulting break in the business relationship between Mr. Davies and Mr. Singh, it is uncertain whether the agreement regarding Aeolian's profit-sharing interest will be honoured.

8. The Cobalt is a 2008 model and was purchased on August 26, 2008 for \$79,986.95. Its current estimated market value is approximately \$30,000, as set out in Mr. Davies' statement of assets and liabilities, and it is currently in storage in Muskoka. A copy of the bill of sale, which contains the requested identifying information, is attached as Appendix "K".

9. The Sea-Doos were purchased in 2008 for \$12,500 each (see email correspondence attached as Appendix "L"). They are currently in storage in Muskoka. At least one of the Sea-Doos has had significant mechanical issues and may not be in workable condition. Their estimated market value is approximately \$3,000-\$4,000. Mr. Davies has been unable to locate any further documentation associated with the Sea-Doos.

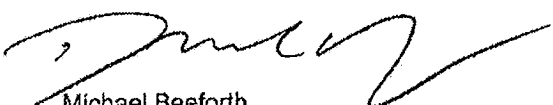
10. The Avon RIV was purchased in 2010 for \$17,000 (see email correspondence attached as Appendix "M"). The RIV was being repaired at the local marina when it went bankrupt. Mr. Davies has been unable to recover the RIV, and has been unable to locate any further documentation associated with it. Its estimated market value is between \$2,000 and \$3,000.

11. As set out in Mr. Davies' asset and liability statement, the only substantial debts that have been incurred since the time that the Davies Statement and the DFT Statement were prepared are CRA liens relating to income taxes. The other debts set out in Mr. Davies' recent statement are relatively minor and are mostly self-explanatory. The "Auto One" liability represents the shortfall between Mr. Davies' early termination obligations under various car leases, and the proceeds from Auto One's sale of those cars (promissory note is attached as Appendix "N"). The \$10,000 loan was made by 1321805 Ontario Inc. to assist Mr. Davies in paying his day-to-day expenses. There is no documentation associated with this loan.

With respect to the loans Mr. Davies has received from Edward Thomas, there is no arrangement in place by which Mr. Thomas is paying Mr. Davies' American Express bills. Rather, Mr. Thomas has provided two loans in total, one of which was in respect of an American Express bill. Mr. Davies' credit card has since been cancelled by American Express and the July charges remain unpaid. A sworn affidavit from Mr. Thomas attesting to the nature of the loans and supporting documentation is attached hereto as Appendix "O".

We trust that the foregoing provides your client with sufficient information in response to its inquiries. However, should you require further information or detail, please do not hesitate to contact me.

Yours truly,
Dentons Canada LLP



Michael Beeforth

DMB/

cc. Sean Zweig, Bennett Jones LLP
David McCutcheon
client

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TAB A

INGRAM GALLERY

24 Hazellon Avenue Toronto M5R 2E2 T.416.929.2220

Invoice | Re-issue at collector's request | October 2017

June 7 . 2008

John & Judy Davies
2 Skyview Lane
Aurora, Ontario
L4G 6W5
905-751-0637

[johndavies@aci.on.ca](mailto: johndavies@aci.on.ca)

Description



Price

Sean YELLAND, 'Vanishing Point' (2008)
Oil on canvas 48 x 72 inches, Framed

\$9,700.00

Sean YELLAND, 'Down by the River' (2008)
Oil on canvas 36 x 48 inches, Framed



\$5,600.00

Subtotal	\$15,300.00
GST 5%	\$765.00
PST 8%	\$1,224.00
TOTAL	\$17,289.00

With compliments and thanks,

Tarah Aylward, Director

Business No. 124873423 RT001

All works remain property of Ingram Gallery until paid in full.

INGRAM GALLERY

24 Hazellon Avenue Toronto M5R 2E2 T.416.929.2220

Invoice | Re-issue at collector's request | October 2017

September 12 . 2013

John Davies
 % Memory Care Investments Ltd.
 24 Country Club Drive
 King City, Ontario
 L7B 1B5

Description	Price
Rachel BERMAN <i>Black Apples of Gower, 2004</i> oil on canvas 44 x 80 inches Framed	\$17,500.00



Subtotal	\$17,500.00
H.S.T. 13%	\$2,275.00
TOTAL	\$19,775.00
	PAID Cheque

With compliments and thanks,

Tarah Aylward, Director

Business No. 12487 3423 RT001

REDACTED

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

From: Maslak McLeod Gallery [<mailto:gallery@maslakmcleod.com>]

Sent: December-09-08 11:53 AM

To: John Davies <[johndavies@aci.on.ca](mailto: johndavies@aci.on.ca)>

Subject: Re: Sent from Maslakmcleod.com contact page

Hello John Davies

The small pieces are \$600 each framed.
Beautiful , even more so 'in the flesh'.

This is a list form the web site that are sold.

Sunset over Crotch lk Alg Pk
09"/12" - oil on canvas

Late Spring, Papineau Creek, New Carlow Rd.
09"/12" - oil on canvas

Spring Poplars Gorman lk Brudenell
09"/12" - oil on canvas

Please have a look at the web site and let us know your choice's.
<http://www.maslakmcleod.com/alfred.html>

Thanks
Joe McLeod

>Message follows:

>Good morning:

>

>I am interested in acquiring a few Alfred Villeneuve smaller Algonquin

>Park series paintings.

>

>Could you give me an idea of their cost please.

>

>Thank you.
>John Davies
> How did you find our website?google search
> From: John Davies <johndavies@aci.on.ca>
> --end message

Maslak McLeod Gallery
118 Scollard St.
Toronto, Ont. M5R 1G2
Tel: (416) 944-2577
Fax: (416) 922-1636
<http://www.maslakmcleod.com>
gallery@maslakmcleod.com

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REDACTED

From: Shaun Mayberry [mailto:shaun@mayberryfineart.com]
 Sent: February-03-10 12:19 PM
 To: John Davies <johndavies55@rogers.com>
 Subject: Re: Art works

I have a little room, though I should be asking more as replacement cost from the artists is over \$150,000.00. Our best price would be \$80,000 plus GST shipping and insurance included. As for terms we could take a 50% deposit and the balance payable over 4 - 6 months?

Here is a better image. I will also check to see if I have a photo on file with the frame.

SM

On Wed, Feb 3, 2010 at 11:12 AM, John Davies <johndavies55@rogers.com> wrote:

Hey Shaun:

Thanks for getting back to me so quickly.

Is there any room on that price, and / or what terms could I get with 50% down? If you have some additional photo's that you could send me via e-mail, I'd be grateful.

Regards,

John.

PS I'm really looking forward to receiving the Rebray "Untitled Landscape" in a few days. Nice painting.

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

From: Shaun Mayberry
 To: John Davies
 Cc: Shana Menkis
 Sent: Wednesday, February 03, 2010 11:50 AM
 Subject: Re: Art works

Dear John,

Shana forwarded your inquiry about the Bateman onto me. Here are the details:

Window into Ontario
 Robert Bateman - 1977 acrylic/board
 48 x 96 (in)
 \$83,500

If you are familiar with Bateman's artwork then you may recognize it from the first major volume published about his work, "The Art of Robert Bateman", printed in 1981. "Window into Ontario" is illustrated in full colour on pages 106 and 107. Accompanying the image he provides the following description:

"This picture, the largest I have ever painted, contains symbols of the early inter-relationship between man and nature in Southern Ontario. Maple is the landmark tree of the area - maple syruo was one of the early industries - and here younf sugar maples are regenerating at the edge of the woods. The field, first cleared a century and more ago, has the classic split rail cedar fence. This has the advantage of being entirely of local material and being self-supporting, but it takes up a lot of space so it only survives now in places where the farmland is not too valuable. The blue jay is a boisterous winter bird not too much intimidated by humans. I have echoed the blue and white patterns of its wings in the shadows on the snow."

The painting is simply stunning in person and really needs to be viewed in person to fully appreciate its quality and impact.

If you require any additional information including photos or questions please do not hesitate to send Shana or I an email.

Kindest regards,

Shaun Mayberry

----- Forwarded message -----

From: John Davies <johndavies55@rogers.com>
 Date: Wed, Feb 3, 2010 at 9:14 AM
 Subject: Re: Art works
 To: Shana Menkis <contemporary@mayberryfineart.com>

Hey Shana:

Can you tell me the price of the Bateman you have for sale, please?

John.

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

From: Shana Menkis
 To: John Davies
 Sent: Saturday, January 30, 2010 1:16 PM
 Subject: Re: Art works

John,

I hope the paperwork all arrived in order. I just wanted to check in and see if you had any questions at all. Olivia was wanting to know if she could process anything.

Please let me know if you have any questions, and I would be happy to answer as much as I can.

Best Regards,

Shana

On Wed, Jan 13, 2010 at 5:52 PM, Shana Menkis <contemporary@mayberryfineart.com> wrote:

John,

That's just lovely. I will run the numbers by Olivia, who takes care of our lease-to-own transactions and she can have the paperwork ready for you. She is only in the gallery on Tuesdays and Saturdays, so I will not be able to have it before then, but I can have everything ready to go ASAP after that.

Please let me know if you have any other questions.

And yes, I will make a note for Shaun so that if we should get the Beatty, you'll hear from us.

Cheers,

Shana

On Wed, Jan 13, 2010 at 3:52 PM, John Davies <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)> wrote:

Hi Shana:

I've decided I'd like to proceed with the purchase of the Gaston Rebry "Untitled Landscape" that I wrote to Shaun about before Christmas. I'll hold off on the Pokrant pieces for the moment.

Could I purchase the Rebry as follows. \$2200 (plus tax and shipping costs) now, and the balance over 6 months x \$400 on my VISA, commencing February 1st, 2010.

Let me know, please.

Regards,

John.

PS Keep me in mind for the Beatty.

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

From: Shana Menkis

To: [johndavies55@rogers.com](mailto: johndavies55@rogers.com)

Sent: Tuesday, January 05, 2010 12:54 PM

Subject: Art works

John,

I hope you had a restful holiday and a great start to the New Year. Shaun asked me to be in touch with you re the Luther Pokrant and Gaston Rebry pieces you were interested in seeing. I have not heard anything about the Beatty yet, but I can certainly send the other two out to you.

You had mentioned in your email a bank draft. Yes, once we receive it, we will send you the paintings.

I have attached two higher resolution photos of the pieces and if you would like me to go ahead and produce an invoice, I'd be happy to do so.

Best Regards,

Shana

--
Mayberry Fine Art
212 McDermot Avenue
Winnipeg, MB R3B 0S3

204.255.5690

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Mayberry
FINE ART
www.mayberryfineart.com
info@mayberryfineart.com



212 McDermot Avenue
Winnipeg, Manitoba
R3B 0S3, CANADA
ph 204.255.5690
fax 204.255.7852

ART LEASE

THIS AGREEMENT #L384, IS MADE THIS 6TH DAY, OF FEBRUARY, A.D. 2010, BETWEEN MAYBERRY HOLDINGS LTD. T/A 'MAYBERRY FINE ART' (THE LESSOR), AND:

LESSEE CO.NAME The Davies Family Trust
LESSEE Mr. John Davies, Trustee
ADDRESS 2 Skyview Lane

CITY Aurora PROV ON BUS. PH
COUNTRY BUS. FAX
POSTAL CODE L4G 6W5 HM. PH 905 751-0637
BUS. EMAIL HM. EMAIL: johndavies55@rogers.com
CONTACT

MINIM. # OF MONTHS	36	BASIC MONTHLY AMOUNT (A) :	\$2000.00
LEASE ANNIV. DATE	MAR 1, 2010	PLUS GST:	\$100.00
MODE OF PAYMENT	MONTHLY	PLUS PST:	
MINIM. # OF PAYMENTS	36	TOTAL:	\$2100.00

-IF PAYMENTS ARE MONTHLY, THE BASIC RENTAL AMOUNT WILL BE AMOUNT (A) PLUS TAX

-IF PAYMENTS ARE TO BE MADE QUARTERLY, BIANNUALLY OR ANNUALLY, THE BASIC RENTAL AMOUNT WILL BE AMOUNT (A) X 3, 6, OR 12 RESPECTIVELY (PLUS TAX)

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS LEASE AGREEMENT, THE PARTIES AGREE WITH EACH OTHER AS FOLLOWS:

1. LEASE OF ARTWORK. The Lessor hereby leases the art work described in Schedule 'A' attached (the "artwork") to the Lessee for the minimum number of months (the "term"), at the rental and subject to the terms and conditions set out in this lease. SUCH LEASE PAYMENTS SHALL BE MADE AS FOLLOWS: A MINIMUM OF 36 MONTHLY PAYMENTS OF \$2100.00, (INCLUDING APPLICABLE TAXES), COMMENCE 3/1/2010.

2. RENTAL PAYMENTS. For the lease and use of the artwork, the Lessee shall make periodic rent payments to the Lessor in the amounts and at the times set out in Schedule 'A'.

3. LOCATION. The artwork shall be located at the premises indicated in Schedule 'A' for the term of this lease, and shall not be removed to any other location without the Lessor's prior written consent.

LEASE # 1384

- 4. OWNERSHIP AND USE.** The artwork shall at all times be and remain the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest in the artwork, except for the right to display the artwork in its intended manner, and shall hold the artwork in trust for the Lessor. No photographs of its use or other than for display on the Lessee's premises are permitted except with the Lessor's prior written consent. The Lessee shall not clean or repair the artwork or remove it from its frame or base.
- 5. INSURANCE.** The Lessee shall obtain and maintain insurance to the full value of the artwork stipulated in Schedule 'A' against loss and damage from fire, theft, natural disasters and liability, and in the event of any loss will pay over the full proceeds of such insurance to the Lessor promptly upon receipt from the insurer. The Lessee shall provide the Lessor with proof of adequate insurance promptly upon request, and the policy and insurer shall be subject to the Lessor's approval, acting reasonably. The Lessee's insurance shall name the Lessor as first loss payee, and contain a clause requiring that the Lessor receive 30 days prior notice of cancellation.
- 6. INDEMNITY.** The Lessee shall indemnify and hold harmless the Lessor from and against any and all claims by third parties arising from the Lessee's possession and use of the artwork.
- 7. SECURITY INTERESTS.** The Lessee hereby acknowledges and confirms the security interests of the Lessor in the artwork and will cooperate fully in any and all filings required to perfect such security interests. The artwork shall remain personal or moveable property regardless of the manner in or extent to which it happens to be attached to real property. The Lessee shall install the artwork in such a manner as will permit its removal without material damage to the premises. The Lessee shall not deny the Lessor immediate and reasonable access to the Lessee's premises to recover possession of the artwork at the end of the term of this lease or if the Lessee defaults in performing its obligations hereunder, and such entry shall not constitute any manner of trespass. For greater clarity, the artwork shall remain the property of the Lessor and therefore, in any event of the Lessee's default, the Lessor shall be entitled to repossess the Lessor's own property and not simply acting as an unpaid vendor.
- 8. DEFAULT.** If the Lessee fails to make any payment promptly when due or to perform any of its other obligations under this agreement, then the Lessor in its absolute discretion shall be entitled to terminate this lease in writing to the Lessee. In that event the Lessee shall immediately return the artwork to the Lessor and shall be liable to the Lessor to pay all arrears of rent then owing. In the event of any default on the part of the Lessee, the Lessor shall retain all its rights at law and in equity and shall be entitled to recoup all legal fees and costs (on the basis of a solicitor and the solicitor's own client) incurred to remedy the default.
- 9. TERMINATION.** Unless the Lessee exercises the Lessee's option to purchase as described below, the Lessee shall return the artwork to the Lessor in good repair promptly at the expiration or termination of the lease for any reason. If the Lessee fails to return the artwork promptly when required, the Lessor and its agents and representatives shall be entitled to enter the Lessee's premises to retake possession of the artwork without further legal process, and the Lessor shall be entitled to recoup all legal fees and costs (on the basis of a solicitor and the solicitor's own client) necessarily incurred in that regard.

LEASE # L384

10. OPTION TO PURCHASE. The Lessee has the option to purchase the artwork (or, if it comprises more than two or more pieces, any of it), which option the Lessee may exercise (if at all) in writing to the Lessor no less than 30 days prior to the lease anniversary date specified in Schedule 'A'. The purchase price shall be calculated as follows:

- AT THE 1ST ANNIVERSARY, 3/1/2011, 80% OF MARKET VALUE = 64000 PLUS APPLICABLE TAXES;
- AT THE 2ND ANNIVERSARY, 3/1/2012, 60% OF MARKET VALUE = 48000 PLUS APPLICABLE TAXES;
- AT THE 3RD ANNIVERSARY, 3/1/2013, 40% OF MARKET VALUE = 32000 PLUS APPLICABLE TAXES;
- AT THE 4TH ANNIVERSARY, 3/1/2014, 20% OF MARKET VALUE = 16000 PLUS APPLICABLE TAXES; AND
- AT THE 5TH ANNIVERSARY, 3/1/2015, 10% OF MARKET VALUE = 8000 PLUS APPLICABLE TAXES,

where 'original value' means the amount indicated as such in Schedule 'A'. Alternatively, the Lessor and the Lessee may agree to extend the term of this Lease for an additional 12-month period at the established rental rate and otherwise on the same terms and conditions as applied in the original term.

11. ASSIGNMENT AND SUBLETTING. The Lessee may not assign its rights under this agreement nor transfer, deliver possession, sub-let or otherwise dispose of the artwork, in any event without the prior written consent of the Lessor, which consent may be arbitrarily withheld.

12. AMENDMENTS. This agreement shall not be amended except in writing signed by both parties.

13. APPLICABLE LAWS. The agreement shall be construed under the laws of Manitoba and the parties hereby attorn to the exclusive jurisdiction of the Manitoba Courts.

14. BINDING EFFECT. This agreement is not effective until duly executed on behalf of the Lessor. Once it is fully executed, this agreement shall bind and enure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

AND THE PARTIES HAVE EXECUTED THIS LEASE AGREEMENT.

Dated: Feb. 20 / 2010

Dated: March 17, 2010

MAYBERRY FINE ART LTD.
Va 'Mayberry Fine Art'

John Davies for the Davies Family Trust
Lessee

[Signature]
Its authorized representative

[Signature]
(Signature)

LEASE # L384

ANNIV: Mar 1, 2010

SCHEDULE 'A'

ARTWORK

ARTIST	DESCRIP.	ORIGINAL VALUE	BASE LEASE
Robert Bateman	AW4502 "Window into Ontario", 48 x 96, acrylic, 1977	\$80000.00	\$2000.00

TOTAL LEASE VALUE: \$80000.00

-IF PAYMENTS ARE MONTHLY, THE BASIC RENTAL AMOUNT WILL BE AMOUNT (A) PLUS TAX

BASIC MONTHLY AMOUNT (A): \$2000.00

PLUS GST: \$100.00

-IF PAYMENTS ARE TO BE MADE QUARTERLY, BIANNUALLY OR ANNUALLY, THE BASIC RENTAL AMOUNT WILL BE AMOUNT (A) X 3, 6, OR 12 RESPECTIVELY (PLUS TAX)

PLUS PST:

TOTAL: \$2100.00

MINIM. # OF MONTHS 36
MINIM. # OF PAYMENTS 36

LEASE ANNIV. DATE MAR 1, 2010
MODE OF PAYMENT MONTHLY



REDACTED

From: gallery@inuit.com [mailto:gallery@inuit.com]
Sent: February-26-10 2:12 PM
To: John Davies <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)>
Subject: Banking Information

Hi John,

Further to our telephone conversation of this morning, please find our banking information. To confirm, the price agreed to for the Luke Marston Raven Transformation mask is \$17,000.00 cash, all in.

I'll hold the mask until you've let me know you're ready to receive it.

In the meantime, please don't hesitate to let me know if you have any questions.

Transit: 06550
Institution: 003
Account: 101 019 8
Swift Code: ROYCCAT2

RBC Royal Bank of Canada
Hastings & Granville Branch
685 West Hastings Street
Vancouver BC V6B 1N9
Canada

Sincerely,

Carolynn Faulkner
Inuit Gallery of Vancouver Ltd.
206 Cambie Street, Gastown
Vancouver BC V6B 2M9
Tel: 604-688-7323
Fax: 604-688-5404
Toll-Free: 1-888-615-8399
e-mail: gallery@inuit.com
website: www.inuit.com

REDACTED

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

From: John Davies [<mailto: johndavies55@rogers.com>]
Sent: April-23-17 10:31 AM
To: 'eagleart@bellnet.ca' <[eagleart@bellnet.ca](mailto: eagleart@bellnet.ca)>
Subject: FW: Inquiry regarding MP87-French Edition Print Supplement -

The set of 6 Limited Edition Morrisseau prints are from a French Edition limited printing apparently. See correspondence. I believe I settled for \$9000 for the 6 of them.

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

From: John Davies [<mailto: johndavies55@rogers.com>]
Sent: February-09-10 6:45 PM
To: Maslak McLeod <[gallery@maslakmcLeod.com](mailto: gallery@maslakmcLeod.com)>
Subject: Re: Inquiry regarding MP87-French Edition Print Supplement -

Hi Joe:

I should have purchased them in September when you offered them to me for \$8500. Would you consider letting them go for that?

Regards,

John.

PS I was bye on Monday. Looks like you have a few nice originals in the gallery too.

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

From: "Maslak McLeod" <[gallery@maslakmcLeod.com](mailto: gallery@maslakmcLeod.com)>
To: "John Davies" <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)>
Sent: Saturday, February 06, 2010 1:27 PM
Subject: Re: Inquiry regarding MP87-French Edition Print Supplement -

Hello John Davies,

The French Edition Morrisseau prints are the best he ever made - excellent choice.

10,000. for the set and the book published by Methuen

Maslak McLeod Gallery

On 2010-02-06, at 9:39 AM, John Davies wrote:

- > Message follows:
- > Hi again, Joe:
- >
- > The edition of 6 "French Edition Supplement" is of interest.
- >
- > Could you tell me the price, please.
- >
- > Regards,
- >
- > John Davies.
- > How did you find our website?Google
- > From: John Davies <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)>
- > --end message
- >

Maslak McLeod Gallery
www.maslakmcleod.com
gallery@maslakmcleod.com

T: 416-944-2577

F: 416-922-1636

118 Scollard St, Toronto ON M5R 1G2

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Gallery Rufus
 100 Bronte Road, #8
 Oakville, ON L6L 6L5
 T - 905 339 0013
 F - 905 847 6159

Date:
 01/13/2010

Invoice # 0358

Bill To:
 Mr. John Davies
 2 Skyview Lane
 Aurora ON L4G 6W5

Ship To:

Tel: 905-751-0568

Qty	Stock #	Description	Unit Price	Total
1		Gaston Rebry Au Bord du Marécage 18" x 24" Oil Frame		\$3,400.00
1		C. A. Henry "New Light" 18" x 24" Oil		\$1,800.00
		GST: 80651 2471 RT001 PST: 8150 8824		

Subtotal	\$5,200.00
Shipping	
Subtotal	\$5,200.00
G.S.T.5%	\$260.00
P.S.T. 8%	\$416.00
Total	\$5,876.00

Paid in full by Visa

Website: www.galleryrufus.com

Info: info@galleryrufus.com

Hours of operation:

Tues: By appointment

Wed - Sat: 11am - 5pm

Sun: 1pm - 5pm

Thank you for your business!

REDACTED

From: John Davies [mailto: johndavies55@rogers.com]
 Sent: February-10-10 4:16 PM
 To: quintana galleries <director@quintanagalleries.com>
 Subject: Re: Bill Henderson Paddles

Hello again Cecily:

Your Lionel Samuels argelite carving "Spawning Salmon" looks really nice. I have his "Raven and Man" sculpture that he did in 1987 which is a replica of the Bill Reid carving of the same name that is featured on the CDN \$20.00 bill.

Is it also being offered at 20% off?

Regards,

John Davies.

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

From: quintana galleries
 To: johndavies55@rogers.com
 Sent: Wednesday, February 10, 2010 3:54 PM
 Subject: Bill Henderson Paddles

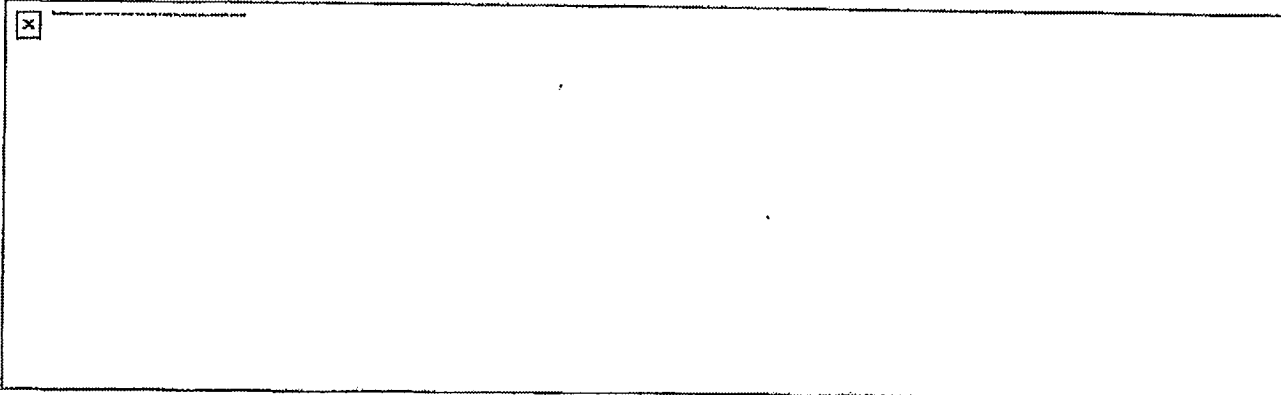
Hello Mr. Davies,

Thank you for your interest in the paddles by Kwakwaka'wakw Nation artist Bill Henderson. Both of the paddles are still available. Both pieces are finely carved and painted and the yellow cedar has a beautiful patina and grain.

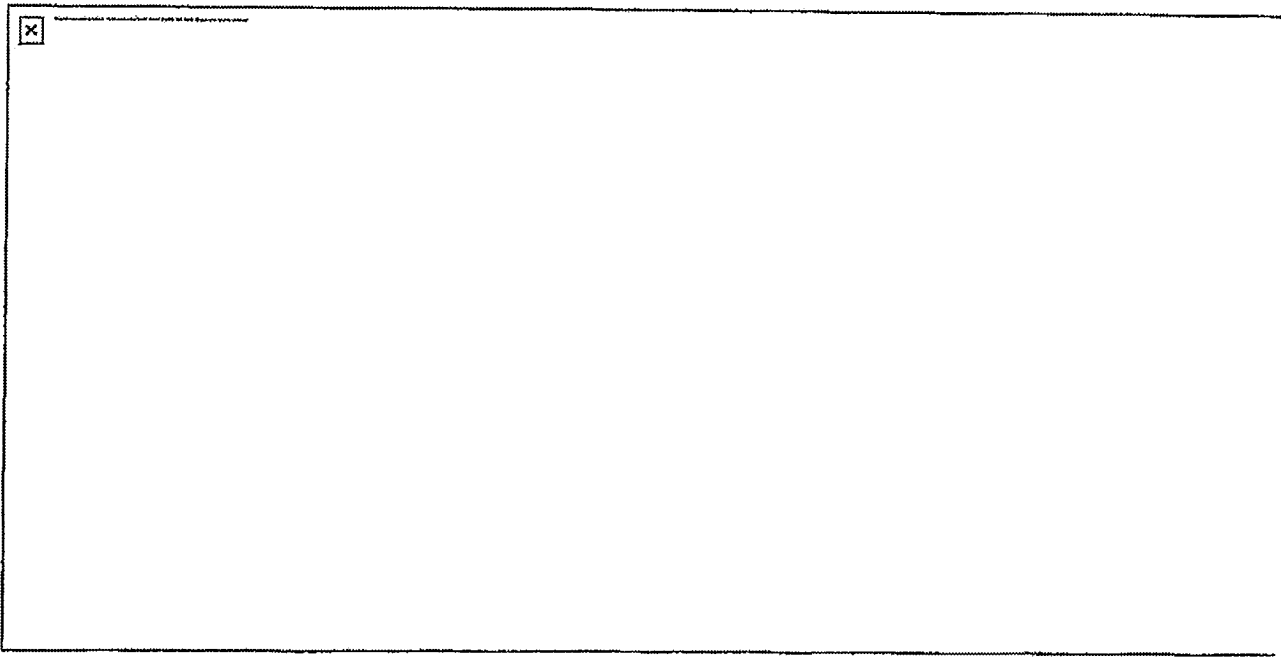
As you may know, we are having our annual winter sale through the end of February. These paddles would be a part of the sale and are 20% off making them \$1320.00 each. Please let me know if you have any further questions about the carvings. I look forward to your response - Cecily Quintana

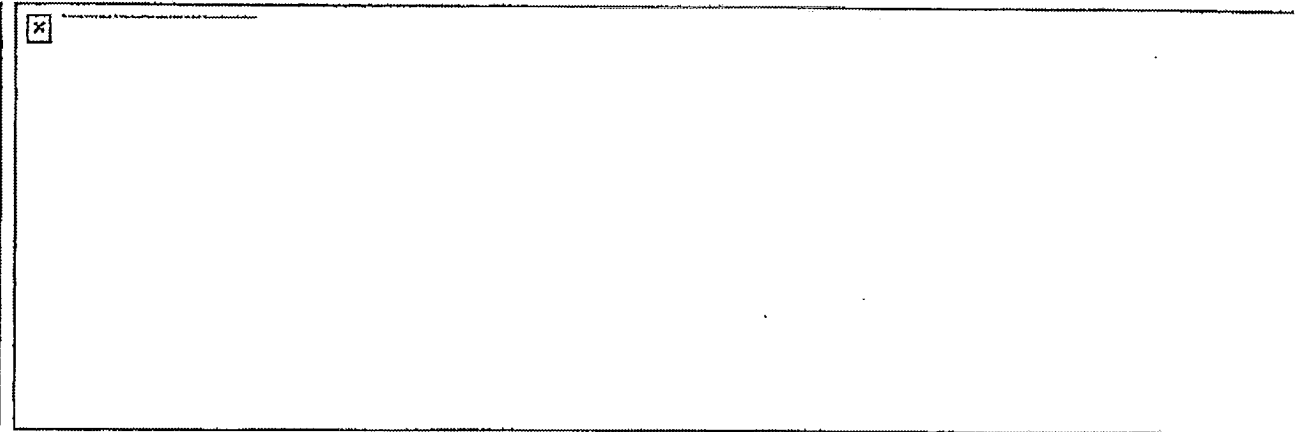
Quintana Galleries
 1.503.223.1729

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

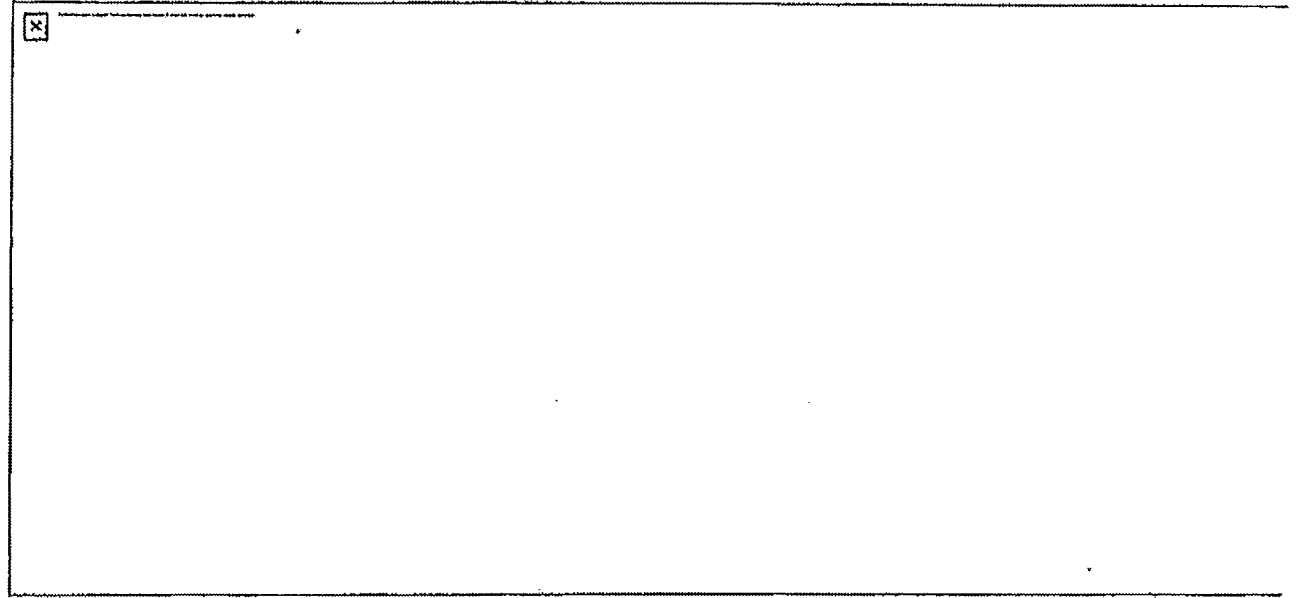


Killerwhale Paddle by Bill Henderson, Kwakwaka'wakw Nation, 61 x 7.75 inches, yellow cedar, acrylic paint \$1650 / Sale price \$1320





Eagle Paddle by Bill Henderson, Kwakwaka'wakw Nation, 61 x 7.75 inches, yellow cedar, acrylic paint \$1650 / Sale price \$1320



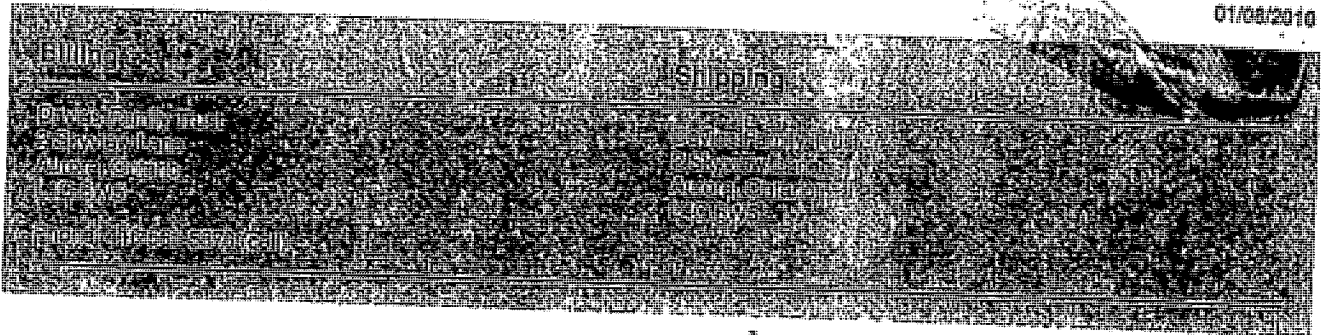
**Pegasus
Gallery of
Canadian Art**

51

RECEIPT

1879

01/08/2010



Item(s) Sold	Unit Price	Qty	Item Total
Packing and Shipping	455.30	1	455.30
Sun Wall Mask in old style by Gene Brabant	9,830.41	1	9,830.41
	Sub Total		10,285.71
	GST		514.29
	PST		0.00
	Total Due		10,800.00
	Payments		10,800.00
	Balance		0.00

thank you Mr. Davies, this will look great on the mantle! Ian

Pegasus Gallery of Canadian Art, 1-104 Fulford Ganges Rd, Salt Spring Island British Columbia, V8K 2S3 Canada
 Phone: (250) 537-2421 Info@pegasusgallery.ca www.pegasusgallery.ca

REDACTED

From: John Davies [mailto: johndavies55@rogers.com]
Sent: March-30-10 12:59 PM
To: Hollander York Gallery <info@hollanderyorkgallery.com>
Subject: Re: Edward's painting: Muskoka Falls

Hi Amanda:

I'll get in next week to see it.

May I impose on you to not process the VISA payment for the Edwards "Valley Vista" until Monday the 4th of April. I've sent a payment off to VISA but I was informed by them that given the holiday weekend / Good Friday, my payment may not get posted until sometime over the weekend.

I hope this doesn't create any problem for you.

Regards,

John.

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

From: Hollander York Gallery
To: John Davies
Sent: Monday, March 29, 2010 10:47 AM
Subject: RE: Edward's painting: Muskoka Falls

Dear Mr. Davies,

I am happy to hear that you and Judy are enjoying your new painting. We would love to see a photo of "Valley Vista" framed.

"Seven Vintage Bottles" by Dina Podolsky is currently available and it is \$ 7,600.

I have included an image of it below, however as you can probably tell it does not do it justice. It would be wonderful if you could come to the gallery for a viewing or we could even send the painting out to you on approval so that you can see it in your home.

x

We look forward to hearing your thoughts,

Best Regards
Amanda

Amanda Tamul
Associate Director

Hollander York Gallery
110 Yorkville Ave.
Toronto, ON
M5R 1B9
416-923-9275
www.hollanderyorkgallery.com

From: John Davies [<mailto: johndavies55@rogers.com>]
Sent: Sunday, March 28, 2010 10:26 PM
To: Hollander York Gallery
Subject: Re: Edward's painting: Muskoka Falls

Hi Amanda:

I think we've come up with a really nice framing solution for the Douglas Edwards "Valley Vista" painting. Judy is taken with Dina Podolsky's work. Is "Seven Vintage Bottles" available?

Hope you had a good day off yesterday.

John.

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

From: Hollander York Gallery
To: 'John Davies'
Sent: Thursday, March 25, 2010 1:12 PM
Subject: RE: Edward's painting: Muskoka Falls

Dear Mr. Davies,

It is with pleasure that I write to you to let you know that the Edwards' painting "Valley Vista" has arrived today and it is absolutely stunning (we hope that you will think so too).
 The painting is now available for you to view, here at the Gallery.

Yours truly,

Amanda

Hollander York Gallery
 110 Yorkville Ave.
 Toronto, ON
 M5R 1B9
 416-923-9275
www.hollanderyorkgallery.com

From: John Davies [mailto: johndavies55@rogers.com]
Sent: Wednesday, March 24, 2010 12:31 PM
To: Hollander York Gallery
Subject: Re: Edward's painting: Muskoka Falls

Hi Amanda:

They're all great. I guess I like "Valley Vista" the best. Can I see it?

John.

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

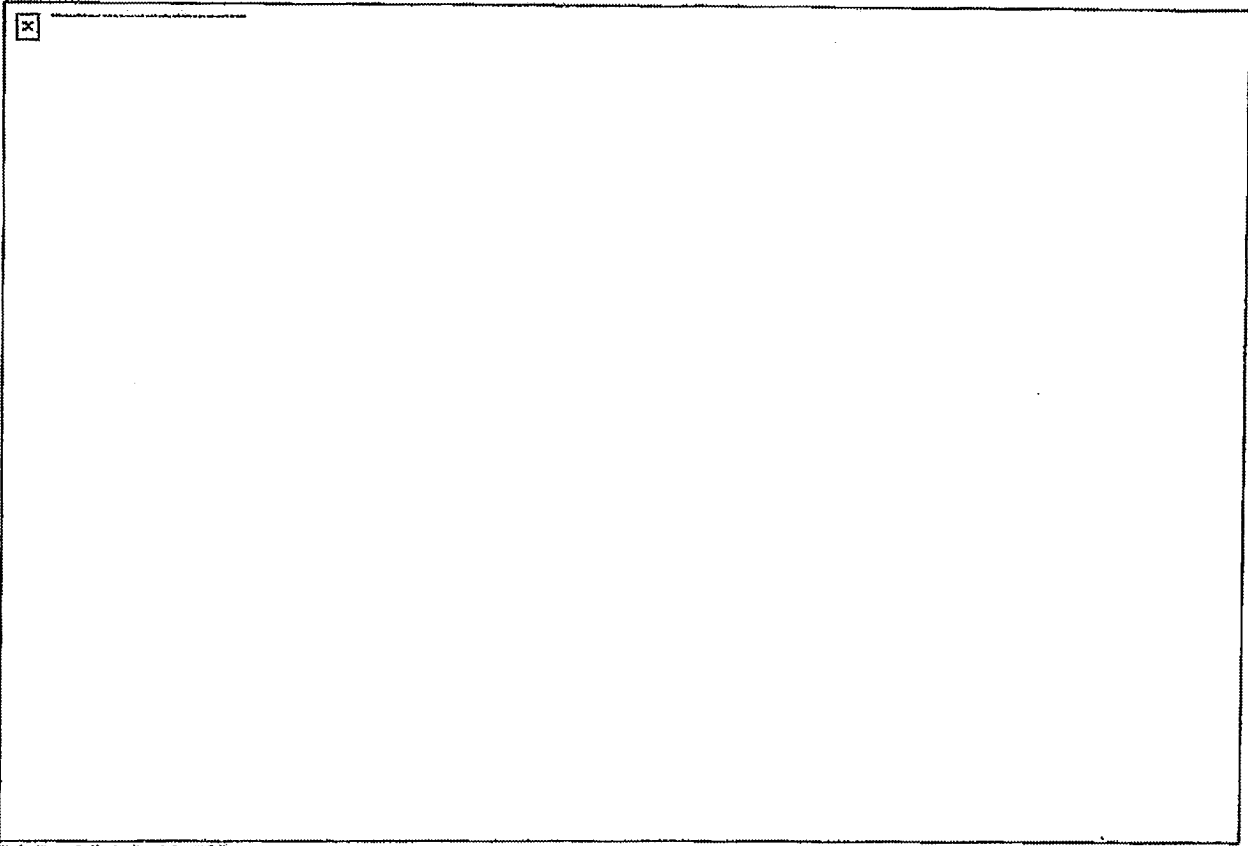
From: Hollander York Gallery
To: 'John Davies'
Sent: Wednesday, March 24, 2010 12:23 PM
Subject: RE: Edward's painting: Muskoka Falls

Dear Mr. Davies,

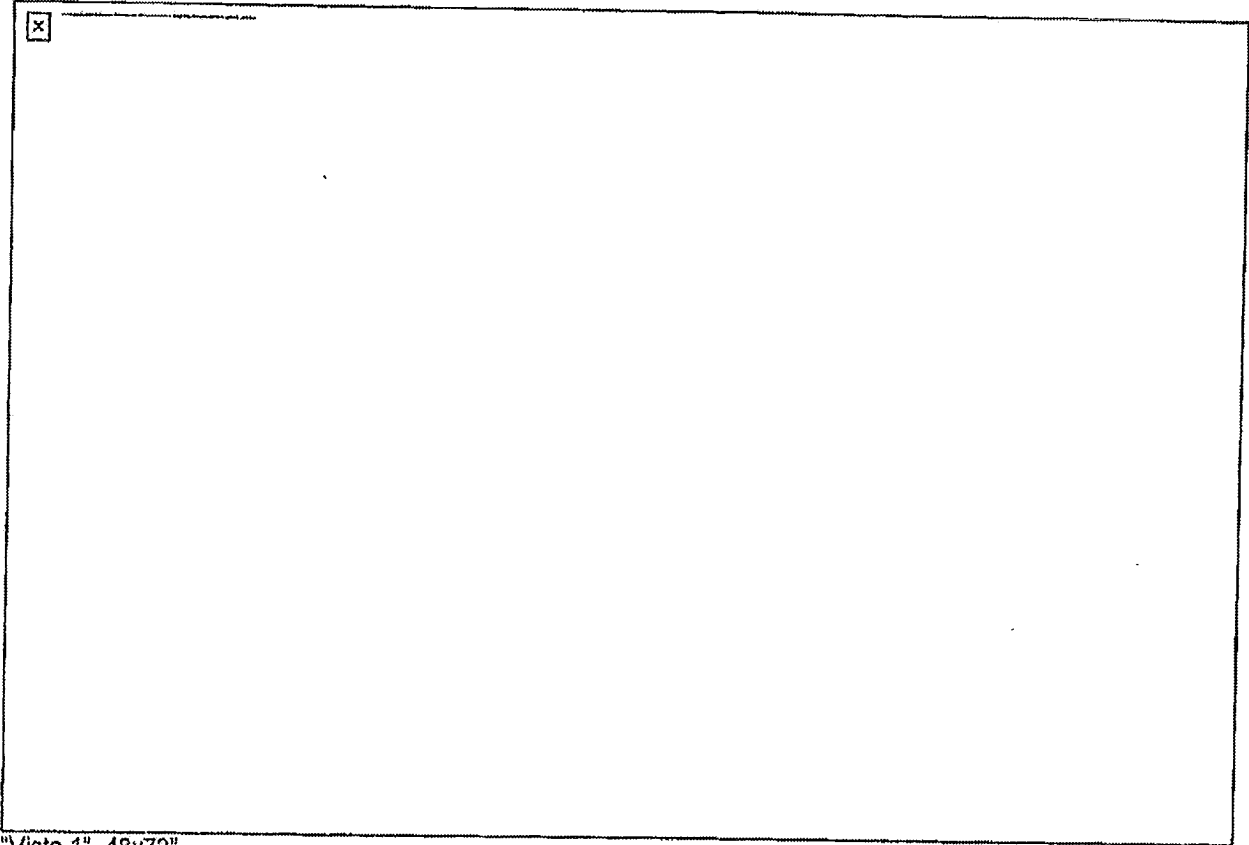
"Escarpment Vista" is currently loaned out through the AGO Sales and Rental Gallery and will not be returning until at least May 5th. I have contacted Douglas Edwards to find out if he has other "statement landscapes" that we could show to you. He has provided us with the following three images of paintings that are currently in his studio.

Please let us know if you would like to see any of them in person.

They are all of the same dimensions as "Escarpment Vista" (48x72") as well as the same price (\$ 6,700.)



"Valley Vista", 48x72"



"Vista 1", 48x72"

x

"Vista 2", 48x72"

Sincerely,

Amanda

Amanda Tamul

Associate Director

Hollander York Gallery

110 Yorkville Ave.

Toronto, ON

M5R 1B9

416-923-9275

www.hollanderyorkgallery.com

From: John Davies [<mailto: johndavies55@rogers.com>]

Sent: Wednesday, March 24, 2010 10:35 AM

To: Hollander York Gallery

Subject: Re: Edward's painting: Muskoka Falls

Hf Amanda:

I had a home for "Muskoka Falls" but I've moved a couple of things around so I think I need a larger canvas. I'm now interested in "Escarpment Vista" because I have an open space which requires a larger painting. I guess one should buy based on what one likes, rather than dimension, but I really like Edwards landscapes and a 48" wide piece would

be lost on the wall I have in mind, I think his "Escarpment Vista" - 72" wide landscape would be a strong statement in the room, even though I probably prefer "Muskoka Falls" as a painting. Have to see them in person, I guess. The Bateman I bought is 48x96" and it's on the opposite wall, so I need a painting with some guts to hold its own against such a large canvas, opposite. Do you agree?

Could you let me know the price of "Escarpment Vista" please? Probably should put a hold on it for me.

Best,

John.

I could pop down on Friday morning, if that works for you.

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

From: Hollander York Gallery

To: 'John Davies'

Sent: Tuesday, March 23, 2010 4:34 PM

Subject: Edward's painting: Muskoka Falls

Dear Mr. Davies,

I was wondering if you would like me to place a hold for you on Edward's painting "Muskoka Falls".
Feel free to contact us at any time.

Sincerely,

Amanda

Amanda Tamul

Associate Director

Hollander York Gallery

110 Yorkville Ave.

Toronto, ON

M5R 1B9

416-923-9275

www.hollanderyorkgallery.com

KINSMAN ROBINSON GALLERIES

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108 Cumberland Street, Toronto, Canada M5R 1A6
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www.kinsmanrobinson.com

DEALERS IN FINE
PAINTINGS AND SCULPTURE


Paul C. H. Robinson, Director
John Kezman, Associate Director

January 19, 2010

John & Judy Davies
2 Skyview Lane
Aurora, ON
L4G 6W5

Invoice Invoice Date: 1/19/10 Invoice#: 3703

	Michael French <i>They Sailed Away</i> 2009 Oil and acrylic on panel 14 x 20 inches MFR09 53	Price:	\$9,500.00
---	--	--------	------------

	Michael French <i>Segwun</i> 2009 Oil and acrylic on panel 14 x 20 inches MFR09 59	Price:	\$9,500.00
--	--	--------	------------

<u>Terms and Conditions:</u> Works of art remain the property of Kinsman Robinson Galleries until paid for in full. E. & O.E.	Total Price:	\$19,000.00
	<hr/> Subtotal:	\$19,000.00
	Sales Tax: GST	\$950.00
	PST	\$1,520.00
	<hr/> TOTAL PAYABLE:	\$21,470.00
	Payments:	(\$21,470.00)
	Balance Due:	\$0.00

Thank you for your patronage,



REDACTED

From: Maslak McLeod [<mailto:mcleodmaslak@gmail.com>]
Sent: February 21, 2014 7:09 PM
To: johndavies55@rogers.com
Subject: Re: Cause and Effect

Hi John, the owner is interested in your payment plan. Could you provide details on the schedule of the payments.

Patrick

Sent from my BlackBerry® PlayBook™

From: "johndavies55@rogers.com" <johndavies55@rogers.com>
To: "Maslak McLeod Gallery" <gallery@maslakmcleod.com>
Sent: February 21, 2014 11:12 AM
Subject: Re: Cause and Effect

OK. Let me think about it. Would they take 5 payments of \$8000?
Sent from my BlackBerry device on the Rogers Wireless Network

From: Maslak McLeod <gallery@maslakmcleod.com>
Sender: mcleodmaslak@gmail.com
Date: Fri, 21 Feb 2014 09:23:42 -0500
To: John Davies <johndavies55@rogers.com>
Subject: Re: Cause and Effect

My client Would accept \$40,000

Patrick

On Thu, Feb 20, 2014 at 11:48 PM, <johndavies55@rogers.com> wrote:

Top prices for good NM pieces are \$40,000 - \$50,000. what do you think?
Sent from my BlackBerry device on the Rogers Wireless Network

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

From: Maslak McLeod Gallery <gallery@maslakmcleod.com>

Date: Sat, 15 Feb 2014 16:37:40

To: John Davies<johndavies55@rogers.com>

Subject: Cause and Effect

Hi John, I am writing to let you know the owner of Cause and Effect is considering withdrawing this piece from the family and giving to family. Let me know if you still have interest. Joe is doing well, recovering from heart surgery

Best regards, Patrick

Maslak McLeod Gallery
www.maslakmcleod.com
gallery@maslakmcleod.com

T: 416-944-2577

F: 416-922-1636

118 Scollard St, Toronto ON M5R 1G2

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INGRAM GALLERY

24 Hazelton Avenue Toronto M5R 2E2 T.416.929.2220 ~~www.ingramgallery.com~~

Invoice | Re-issue at collector's request | October 2017

April 5 . 2009

John & Judy Davies
2 Skyview Lane
Aurora, Ontario
L4G 6W5
905-751-0637

Description		Price
Lawrence NICKLE		
oil on panel	Seven (7)	\$5,075.00
10 x 12 inches	\$725 each	
Framed		

Subtotal	\$5,075.00
GST 5%	\$253.75
PST 8%	\$406.00
TOTAL	\$5,734.75

PAID Cheque

With compliments and thanks,

Tarah Aylward, Director

Business No. 12487 3423 RT001

**INVOICE**

John Davies
 Johndavies55@rogers.com

<u>Date</u>	<u>Purchases</u>	<u>Amount</u>
2/11/2010	Invoice #21209 Spawning Salmon, 1999 Lionel Samuels, Halda Nation Argillite carving 10.25 x 9.5 x 3 inches	\$7000
	Less discount	<u>\$2000</u>
	TOTAL	\$5000

Paid in Full

THANK YOU

2447 SE Ankeny Street, Portland, OR 97214 503-810-7525

Pegasus
Gallery of
Canadian Art

7
G
RECEIPT 64

1889
01/22/2010

Billing

Davies Family Trust
2 Skyview Lane
Aurora, Ontario
L4G 6W5

Phone: 416-561-5876

Shipping

Davies Family Trust
2 Skyview Lane
Aurora, Ontario
L4G 6W5

Item(s) Sold	Unit Price	Qty	Item Total
Lionel Samuels Argillite carving raven and man 11 x 10 x 6	21,666.67	1	21,666.67

Sub Total 21,666.67

GST 1,083.33

PST 0.00

Total Due 22,750.00

Payments 22,750.00

Balance 0.00

thanks again John, enjoy the masterpiece, Ian

Pegasus Gallery of Canadian Art, 1-104 Fulford Ganges Rd, Salt Spring Island British Columbia, V8K 2S3 Canada (Tax ID: 12195
5587 RT0001)

Phone: (250) 537-2421 info@pegasusgallery.ca www.pegasusgallery.ca

REDACTED

From: John Davies [mailto:lohndavies55@rogers.com]
Sent: February-01-10 10:20 AM
To: Shana Menkis <contemporary@mayberryfineart.com>
Subject: Re: Art works

Hi Shana:

We're good to go. I'll call you with the CC # and I'll fax the signed schedule of payments back to you this morning.

Thanks, Shana.

John.

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

From: Shana Menkis
To: John Davies
Sent: Saturday, January 30, 2010 1:16 PM
Subject: Re: Art works

John,

I hope the paperwork all arrived in order. I just wanted to check in and see if you had any questions at all. Olivia was wanting to know if she could process anything.

Please let me know if you have any questions, and I would be happy to answer as much as I can.

Best Regards,

Shana

On Wed, Jan 13, 2010 at 5:52 PM, Shana Menkis <contemporary@mayberryfineart.com> wrote:

John,

That's just lovely. I will run the numbers by Olivia, who takes care of our lease-to-own transactions and she

can have the paperwork ready for you. She is only in the gallery on Tuesdays and Saturdays, so I will not be able to have it before then, but I can have everything ready to go ASAP after that.

Please let me know if you have any other questions.

And yes, I will make a note for Shaun so that if we should get the Beatty, you'll hear from us.

Cheers,

Shana

On Wed, Jan 13, 2010 at 3:52 PM, John Davies <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)> wrote:

Hi Shana:

I've decided I'd like to proceed with the purchase of the Gaston Rebry "Untitled Landscape" that I wrote to Shaun about before Christmas. I'll hold off on the Pokrant pieces for the moment.

Could I purchase the Rebry as follows. \$2200 (plus tax and shipping costs) now, and the balance over 6 months x \$400 on my VISA, commencing February 1st, 2010.

Let me know, please.

Regards,

John,

PS Keep me in mind for the Beatty.

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

From: Shana Menkis

To: [johndavies55@rogers.com](mailto: johndavies55@rogers.com)

Sent: Tuesday, January 05, 2010 12:54 PM

Subject: Art works

John,

I hope you had a restful holiday and a great start to the New Year. Shaun asked me to be in touch with you re the Luther Pokrant and Gaston Rebry pieces you were interested in seeing. I have not heard anything about the Beatty yet, but I can certainly send the other two out to you.

You had mentioned in your email a bank draft. Yes, once we receive it, we will send you the paintings.

I have attached two higher resolution photos of the pieces and if you would like me to go ahead and produce an invoice, I'd be happy to do so.

Best Regards,

Shana

--

Mayberry Fine Art
212 McDermot Avenue
Winnipeg, MB R3B 0S3

204.255.5690

--

Mayberry Fine Art
212 McDermot Avenue
Winnipeg, MB R3B 0S3

204.255.5690

--

Mayberry Fine Art
212 McDermot Avenue
Winnipeg, MB R3B 0S3

204.255.5690

From: Ingram Gallery [<mailto:ingramgallery@on.aibn.com>]
Sent: April-29-11 4:01 PM
To: [johndavies55@rogers.com](mailto: johndavies55@rogers.com)
Subject: Re: Sean Yelland

All right, then.

As indicated at the top, best for you to get your price!

Enjoy the weekend ahead, John.

Tarah

Tarah Aylward, Director
INGRAM GALLERY
49 Avenue Road (@ Yorkville)
Toronto, ON M5R 2G3
Tel. 416-929-2220
Tuesday - Saturday 11am-5pm
<http://www.ingramgallery.com>

Member of the Art Dealers
Association of Canada

On 29-Apr-11, at 3:55 PM, [johndavies55@rogers.com](mailto: johndavies55@rogers.com) wrote:

Forget I asked Tarah.

Sent from my BlackBerry device on the Rogers Wireless Network

From: Ingram Gallery <ingramgallery@on.aibn.com>
Date: Fri, 29 Apr 2011 15:52:22 -0400
To: John Davies <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)>
Subject: Re: Sean Yelland

Hello John,

In lieu of offering you a number -- I offered the opportunity to work with us on consignment.

Yes, we will purchase the two Yelland canvases from you for \$5000. At that price, we will cover the pick up and safe delivery to the gallery.

Please let us know the best way for Jeff to be in touch with you early next week, so as to schedule the day & time to gather the works.

Thank you, John.

Tarah

Tarah Aylward, Director
 INGRAM GALLERY
 49 Avenue Road (@ Yorkville)
 Toronto, ON M5R 2G3
 Tel. 416-929-2220
 Tuesday - Saturday 11am-5pm
<http://www.ingramgallery.com>

Member of the Art Dealers
 Association of Canada

On 29-Apr-11, at 3:34 PM, johndavies55@rogers.com wrote:

OK. I've asked you three times to give me a figure that works for you. Will you give me \$5000 for both?

Sent from my BlackBerry device on the Rogers Wireless Network

From: Ingram Gallery <ingramgallery@on.aibn.com>
Date: Fri, 29 Apr 2011 15:11:45 -0400
To: John Davies <johndavies55@rogers.com>
Subject: Re: Sean Yelland

John,

Your original purchase price was \$15,300. Again, how can I buy at retail to sell at retail? No, we are not interested in purchasing the works.

Thank you,
 Tarah

Tarah Aylward, Director
 INGRAM GALLERY
 49 Avenue Road (@ Yorkville)
 Toronto, ON M5R 2G3
 Tel. 416-929-2220
 Tuesday - Saturday 11am-5pm
<http://www.ingramgallery.com>

Member of the Art Dealers
 Association of Canada

On 28-Apr-11, at 5:25 PM, John Davies wrote:

Hi Tarah:

Would you give me \$15,000 for both paintings?

Regards,

John.

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

From: [Ingram Gallery](#)

To: [John Davies](#)

Sent: Tuesday, April 26, 2011 4:13 PM

Subject: Re: Sean Yelland

Thanks, John.

I have been at work trying to figure out a good solution for you.

Best would be for you to sell the works privately so you can see the numbers you are looking for. Please let me know if you wish for me to provide an evaluation to assist you with this.

We could accept the works on consignment, with you covering the safe transportation of the paintings to the gallery. With this option, we could see the works acquired quickly -- or they

could be with us for quite a length of time. There is no way to gauge this. Especially while competing against the new works.

With best wishes,
Tarah

Tarah Aylward, Director
INGRAM GALLERY
49 Avenue Road (@ Yorkville)
Toronto, ON M5R 2G3
Tel. 416-929-2220
Tuesday - Saturday 11am-5pm
<http://www.ingramgallery.com>

Member of the Art Dealers
Association of Canada

On 26-Apr-11, at 3:36 PM, John Davies wrote:

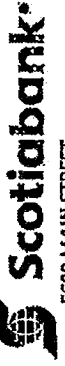
Hey Tarah:

Any further consideration?

John

TAB B

1500114 04/10 © Registered trademark of The Bank of Nova Scotia



5600 MAIN STREET
STOUFFVILLE ON L4A 8B7

CANADIAN DOLLAR DRAFT

526007

DATE 2017 02 27
Y Y Y M M D D

PAY TO ORDER OF AEDLIAN INVESTMENTS \$ 80,000.00

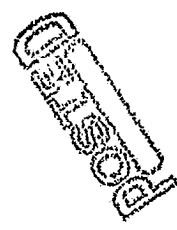
SUM OF EXACTLY 80,000 DOLLARS ***** 00/100

CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. 10139
AUTH NO. 6110
THE BANK OF NOVA SCOTIA
AUTHORIZED OFFICER
[Signature]
AUTHORIZED OFFICER

⑆526007⑆ ⑆388562⑆002⑆⑆000000143 ⑆1002⑆





ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

January 31, 2017 to February 28, 2017
Account number: 00442 101-306-9

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
24 Feb	ATM withdrawal - TV367733	60.00		
	ATM withdrawal - TV367732	500.00		
28 Feb	BR TO BR - 2882		2,500.00	16.26
	BR TO BR - 7472		90,000.00	
	ATM withdrawal - TK698587 B002	200.00		
	Online Banking payment - 2427 AMEX REGULAR	53,000.00		
	BR TO BR - 7472	30.00		
	Cheque - 440	8,500.00		
	Cheque - 439	20,000.00		
	Closing balance			10,786.26
				10,786.26

Account Fees: \$139.52

Business Account Statement

March 31, 2017 to April 28, 2017

Account number: 00442 101-806-9

Account Activity Details - continued

	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
04 Apr	Online Banking 3rd party deposit - 4635		500.00	
	Overdraft handling fee	5.00		
	NSF Item fee 3 @ \$45.00	135.00		312.69
05 Apr	INTERAC e-Transfer - 0504	662.00		
	INTERAC e-Transfer fee	1.50		-350.81
	Online Banking 3rd party deposit - 0416		650.00	
	Utility Bill Pmt VERIDIAN	947.00		-647.81
	Item returned NSF		947.00	299.19
06 Apr	NSF Item fee	45.00		254.19
07 Apr	ATM withdrawal - 11277175	103.00		
	ATM withdrawal - 11277383	143.00		
	INTERAC-SC-7175	1.50		
	INTERAC-SC-7383	1.50		5.19
10 Apr	Automobile Rent AUTO ONE GROUP 000000584434455	799.99		-794.80
	Item returned NSF		799.99	5.19
11 Apr	NSF Item fee	45.00		-39.81
13 Apr	INTERAC e-Transfer - 1821	262.00		
	INTERAC e-Transfer fee	1.50		-303.31
	Online Banking 3rd party deposit - 1753		262.00	
	Online Banking 3rd party deposit - 2162		500.00	
	Online Banking 3rd party deposit - 8060		1,100.00	
	Interac purchase - 5436 FANG'S RESTAURA	30.84		
	Online Banking payment - 3413 ENBRIDGE	406.00		
	Online Banking payment - 3527 HYDRO ONE	507.00		614.85
17 Apr	ATM withdrawal - TV366486	600.00		14.85
18 Apr	Overdraft Interest @ RBP+05.00%P.A	0.31		14.54
20 Apr	Automobile Rent AUTO ONE GROUP 000000585939014	519.80		-505.26
	Item returned NSF		519.80	14.54
21 Apr	BR TO BR - 0232		40,000.00	
	ATM withdrawal - TI469003	300.00		
	Online Banking payment - 5786 ROGERS WIRELESS	1,291.00		
	Online Banking payment - 4682 AMEX REGULAR	20,000.00		
	Insurance AIG Canada	157.35		
	Insurance AIG Canada	196.12		
	Insurance AIG Canada	534.32		

TAB C

1775

1775

1775

1775

1775

TAB D

WILDE MEYER
G A L L E R Y

83

October 4, 2017

To Whom It May Concern:

The artwork belonging to Mr. and Mrs. Davies, 24 Country Club Drive, King City, Ontario L7B1M5, is described and valued as follows:

Artist: Paul Sheldon
Title: "Circle Two Soiree"
Medium: Acrylic on canvas
Size: 23" x 78"
Value: \$4,700.00

Artist: Barbara Gurwitz
Title: "Autumn by the River"
Medium: Giclee print
Size: 9.25" x 11.25"
Value: \$125.00

Artist: Barbara Gurwitz
Title: "Full Moon in Summer"
Medium: Giclee print
Size: 9.25" x 11.25"
Value: \$125.00

Artist: Barbara Gurwitz
Title: "Orchard in Bloom"
Medium: Giclee print
Size: 9.25" x 11.25"
Value: \$125.00

Artist: Tracey Miller
Title: "Walking Coyote"
Medium: Acrylic on panel
Size: 5" x 7"
Value: \$95.00

WILDE MEYER

G A L L E R Y

84

Artist: Tracey Miller
Title: "Fall Splendor"
Medium: Acrylic on canvas
Size: 9" x 12"
Value: \$250.00

Artist: Tracey Miller
Title: "Lone Church Services"
Medium: Acrylic on panel
Size: 5" x 7"
Value: \$95.00

Artist: Tracey Miller
Title: "Line Up"
Medium: Acrylic on canvas
Size: 14" x 11"
Value: \$295.00

Artist: Tracey Miller
Title: "Proceed Carefully"
Medium: Acrylic canvas
Size: 12" x 12"
Value: \$295.00

Artist: Tracey Miller
Title: "Horse"
Medium: Acrylic on panel
Size: 5" x 7"
Value: \$95.00

WILDE MEYER

G A L L E R Y

85

Artist: Tracey Miller
Title: "Sitting Bear"
Medium: Acrylic on panel
Size: 7" x 5"
Value: \$95.00

Artist: Jim Nelson
Title: "Young Man Whose Enemies Fear the Horse"
Medium: Acrylic on panel
Size: 24.5" x 24.5"
Value: \$2,800.00

Artist: Doug Weigel
Title: "Petroglyph Circle"
Medium: Steel sculpture w/patina
Size: 46" diameter
Value: \$2,200.00

Artist: Jim Nelson
Title: "The Five Sons of the Wind"
Medium: Acrylic on panel
Size: 30" x 30"
Value: \$4,050.00

Artist: Jim Nelson
Title: "Paint Their Faces Yellow with Red"
Medium: Acrylic on panel
Size: 30" x 30"
Value: \$4,050.00

W I L D E M E Y E R

G A L L E R Y

86

Artist: Thom Ross
Title: "The Claton Gang Crossing Allen Street"
Medium: Giclee print on canvas
Size: 24.75" x 24.75"
Value: \$625.00

Artist: Melissa Johnson
Title: "Moths"
Medium: Cold wax on panel
Size: 18" x 12"
Value: \$550.00

Artist: Melissa Johnson
Title: "Butterflies"
Medium: Cold wax on panel
Size: 18" x 12"
Value: \$550.00

This appraisal is based on current sales by the artist.

Respectfully Submitted,

Laura Orozco Allen
Wilde Meyer Gallery

TAB E

Appendix "E" – Furnishings from Parkers Point

The furnishings listed below were all purchased in 2009 and 2010. Other than the documentation at Appendix "F" regarding the Stickley furnishings, Mr. Davies has been unable to locate any receipts or other related documentation regarding these furnishings. He believes their collective purchase price to have been approximately \$80,000-\$100,000. Please note that most of the bedrooms in the cottage had built-in beds, dressers and shelving.

Family Room:

- 2 – Stickley 3-seat sofas
- 2 – Stickley easy chairs
- 2 – Stickley side chairs
- 2 – Stickley sofa tables
- 2 – Stickley end tables
- 2 table lamps
- Stickley oak coffee table
- Stickley oak desk
- Stickley oak bar
- Floor lamp

Dining Room:

- Stickley oak dining table
- Stickley oak buffet and hutch

Kitchen:

- 4 – Stickley oak stools
- Stickley bar-height table

Front Room:

- 2 – end tables
- 2 – table lamps
- Stickley sofa
- Coffee table

TV Room:

- 2 – end tables
- 2 – table lamps
- 2 – La-Z-Boy recliners
- Leather sofa (from previous owners)
- 42" Sony television with stand
- Bookshelf
- Coffee table

Family Room:

- 2 – Stickley 3-seat sofas
- 2 – Stickley easy chairs
- 2 – Stickley side chairs
- 2 – Stickley sofa tables

Bedrooms:

- 2 – end tables
- 2 – dressers
- Queen bedframe

Miscellaneous:

- 12 – outdoor pine chairs
- 6 – outdoor chaise lounges
- 6 – mattresses
- 4 – area rugs

TAB F

REDACTED

From: mail.manderleymanor.com [mailto:sales@manderleymanor.com]
 Sent: February-27-09 12:00 PM
 To: 'John E. Davies' <johndavies@aci.on.ca>
 Subject: RE: Stickley/Manderley Manor

Hello John: Thanks for the speedy reply .This is what I was thinking. The total invoice amount is \$53,855.80.

We have delivered and received (2 Odessa chairs) \$38,148.80. worth of furniture. This leaves the entire amount of \$15,707.00 for the two sofas.

The payments so far total \$25,000.00 leaving a difference of \$28,855.80, \$13,148.80.(Del and rec.), and \$15,707.00 (2 Sofas)

A payment of \$13,148.80 would bring us up to date. This would leave \$15,707.00 (13,900 plus taxes) the entire amount attributable to the sofas. (no deposit).

Perhaps we can concentrate on the \$13,148.80 and worry about the \$15,707.00 in May? You're our best customer so let us know what works for you. Cheers. Jim

sales@manderleymanor.com



Manderley Manor
 561 & 567 Mount Pleasant Road
 Toronto, ON M4S 2M5
 647-435-4268 or 416-486-3045
www.manderleymanor.com

From: John E. Davies [mailto:johndavies@aci.on.ca]
 Sent: Friday, February 27, 2009 10:44 AM
 To: mail.manderleymanor.com
 Subject: Re: Stickley/Manderley Manor

Hi Jim:

Yikes.

I wasn't expecting to see this furniture until May per my conversation with Ilona a couple of months ago and I believe the Odessa leather chairs were \$3000 each or so. It's always a bad time of the year for me cash-flow wise, hence my happiness about the timing of the furniture in May.

Could you leave this with me for a week? I'll see about moving some cash around next week now that it's end of the month, but I'm not sure I can afford having a \$15,000 deposit sitting for three months on these two sofa's when I've committed those funds next month. Can you take another look at that deposit structure for me?

Much appreciated.

John.

PS The roadshow was really great, and I haven't forgotten about my chess table.

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

From: mail.manderleymanor.com

To: [johndavies@aci.on.ca](mailto: johndavies@aci.on.ca)

Sent: Friday, February 27, 2009 10:24 AM

Subject: FW: Stickley/Manderley Manor

sales@manderleymanor.com



Manderley Manor

561 & 567 Mount Pleasant Road

Toronto, ON M4S 2M5

647-435-4268 or 416-486-3045

www.manderleymanor.com

From:

Sent: Friday, February 27, 2009 10:18 AM

To: 'John E. Davles '

Subject: Stickley/Manderley Manor

Hello John: Hope you and Judy are doing well. It was great seeing you at the roadshow. Your two Odessa chairs have arrived, which leaves the sofa bed and loveseat yet to come. (Late April). Andrew is always looking for an opportunity to drive up north. We have a couple of other small deliveries in Muskoka. The total remaining balance is \$28,855.80. A payment of \$21,000.00 at this time would represent the furniture which has been delivered (including the Odessa's) and would leave a balance of \$7,855.80. This includes a deposit on the Sofa bed and loveseat. As always-appreciate the business and look forward to hearing from you. Cheers. Jim and Ilona.

sales@manderleymanor.com



Manderley Manor

561 & 567 Mount Pleasant Road

Toronto, ON M4S 2M5

647-435-4268 or 416-486-3045

www.manderleymanor.com

TAB G

LUMATURE

INVOICE

15620 N Scottsdale Rd
Scottsdale Az 85254

Tel 480 998 5505
Fax 480 998 5303

SOLD TO 416.561.5876

SHIP TO

JOHN & JUDY DAVIES
24 COUNTRY CLUB DR
KING CITY ONTARIO L7B1M5
CANADA

LUMATURE
15620 N SCOTTSDALE RD
SCOTTSDALE AZ 85254

INVOICE NO	DATE	PO NUMBER	SIDEMARK	SHIP VIA	PAYMENT
88138	08/01/15			PICK-UP	

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
1	452	CASSINA LA ROTONDA TABLE NATURAL ASHWOOD BASE 65" DIAM GLASS TOP	7,150.00	7,150.00
2	412	CAB CHAIR ARMLESS GLOSSY BLACK	1,375.00	2,750.00
6	413	CAB ARMCHAIR GLOSSY BLACK	1,900.00	11,400.00

SPECIAL ORDER
NO CANCELLATIONS, NO RETURNS.
FREIGHT ADDITIONAL

LUMATURE
15620 N SCOTTSDALE RD
SCOTTSDALE, AZ 85254-2124
480-998-5505

Sale

xxxxxxx1988

Entry Method: Swiped

Total: \$ 11,533.45

08/01/15 17:58:07

Appr Code: 548215

Inv #: 000001
Approved: Online

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

John & Judy Davies
DAVIES-JOHN
Merchant Copy

NO REFUNDS

ISS!

Package.

SUBTOTAL 21,300.00
SALES TAX 1,767.90
FREIGHT 0.00

INVOICE TOTAL 23,067.90

AMEX DEPOSIT 11,533.45

BALANCE DUE 11,533.45

Received by _____ Date _____

Lumature GUARANTEES that all products are of the FINEST QUALITY and will provide satisfactory performance for the purpose intended. Items may be exchanged within 7 days when returned in unmarked condition in original packaging, accompanied by this invoice. Store credit only for returns - no refunds.

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LUMATURE

INVOICE

15620 N Scottsdale Rd
Scottsdale Az 85254

Tel 480 998 5505
Fax 480 998 5303

SOLD TO 416.561.5876

SHIP TO

JOHN & JUDY DAVIES
24 COUNTRY CLUB DR
KING CITY ONTARIO L7B1M5
CANADA

LUMATURE
15620 N SCOTTSDALE RD
SCOTTSDALE AZ 85254

D.

INVOICE NO	DATE	PO NUMBER	SIDEMARK	SHIP VIA	PAYMENT
88274	03/15/16			DELIVERED	

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
		CASSINA SPRING SALE		
1	LC4	LE CORBUSIER CHAISE LOUNGE	4,555.00	4,555.00
1	DS	DISCOUNT OF ABOVE ITEMS	911.00	-911.00
		CHROME STRUCTURE		
		MULTI COLORED HIDE		
		FREIGHT ADDITIONAL		

LUMATURE
15620 N SCOTTSDALE RD
SCOTTSDALE, AZ 85254-2124
480-998-5505

Sale

Account: 1540
AMEX
Entry Method: Saiped
Total: \$ 1,975.63
03/15/16
Inv #: 00002
Appr Code: 502580
Surviv: Call Line

I agree to pay above total amount
according to my issuer agreement
(Merchant agreement if credit card)

[Signature]
LUMATURE
Merchant Copy
480-998-5505

s!
[]
age.

SUBTOTAL	3,644.00
SALES TAX	313.38
FREIGHT	0.00
INVOICE TOTAL	3,957.38
AMEX DEPOSIT	1975.69
BALANCE DUE	1981.69

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LUMATURE

INVOICE

15620 N Scottsdale Rd
Scottsdale Az 85254

Tel 480 998 5505
Fax 480 998 5303

SOLD TO DAVIES 416-561-5876

SHIP TO

JOHN & JUDY DAVIES
24 COUNTRY CLUB DR
KING CITY ONTARIO L7B1M5
CANADA

LUMATURE

D,

INVOICE NO 88126 DATE 07/02/15 PO NUMBER SIDEMARK SHIP VIA PAYMENT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
1	265.23	MEX LEFT ARM 37.4"		
4	265.30	MEX ARMLESS UNIT 36"	4,040.00	4,040.00
1	265.37	MEX CORNER UNIT 39.2"	3,770.00	15,080.00
1	265.32	MEX CHAISE ARM RIGHT 57"	5,705.00	5,705.00
1	092.02	RECTANGLE FEATHER CUSHION CONTRACT CAMEL LEATHER FOAM CUSHION INSERTS FRAMED IN DARK STAINED OAK	4,690.00 755.00	4,690.00 755.00
1	266.A1	MEX CONTAINER UNIT 37.4"		
1	266.E2	MEX CONTAINER UNIT 51.8"	1,360.00	1,360.00
4	266.CO	MEX CONTAINER UNIT 36"	1,360.00	1,360.00
1	266.LO	MEX CONTAINER UNIT 39.2"	1,360.00	5,440.00
1	266.MO	MEX CONTAINER UNIT 53.5"	1,360.00	1,360.00
1	266.E1	MEX CONTAINER UNIT 51.8"	1,360.00	1,360.00
1	266.A2	MEX CONTAINER UNIT 37.4"	1,360.00	1,360.00
1	269.20	MEX SET OF 3 TABLES 42.7" SQ	3,205.00	3,205.00
1	269.12	MEX TABLE 42.7"x14.4" TEMPERED GLASS W BLACK BASE	1,070.00	1,070.00

FREIGHT IS NEW YORK TO LUMATURE
LOCAL DELIVERY AND SET-UP ADDITIONAL
SPECIAL ORDER
NO CANCELLATIONS, NO RETURNS.

15620 N. SCOTTSDALE RD
SCOTTSDALE, AZ 85254-2124
480-998-5505

Merchant ID: 00105916302706-000101

Sale

XXXXXXXXXXXX0000

AMEX

Entry Method: Manual

Total: \$ 24,000.00

07/02/15

Inv #: 000001

Approved Online

ANS Code:

CVV2 Code: MATCH N

13:26:34

Appr Code: 249500

I agree to pay above total amount according to card issuer agreement (Merchant agreement if credit voucher)

Merchant Copy
NO RETURNS

SUBTOTAL 48,145.00
SALES TAX 3,996.04
FREIGHT 890.00

INVOICE TOTAL 53,031.04

story
is. AMEX 7/8/15 DEPOSIT 24,000.00
AMEX 11/10/15 BALANCE DUE 29,031.04

LUMATURE

INVOICE

15620 N Scottsdale Rd
Scottsdale Az 85254

Tel 480 998 5505
Fax 480 998 5303

SOLD TO 416.561.5876

SHIP TO

JOHN & JUDY DAVIES
24 COUNTRY CLUB DR
KING CITY ONTARIO L7B1M5
CANADA

LUMATURE
15620 N SCOTTSDALE RD
SCOTTSDALE AZ 85254

INVOICE NO	DATE	PO NUMBER	SIDEMARK	SHIP VIA	PAYMENT
88249	02/02/16			DELIVERED	

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
1	TRESS.FL	TRESS GRANDE FLOOR LAMP RED	2,653.00	2,653.00
2	TRESS.T	TABLE LAMP 24in RED	978.00	1,956.00

Thank you for your business!

SUBTOTAL 4,609.00
SALES TAX 396.37
FREIGHT 0.00

INVOICE TOTAL 5,005.37

All items have been counted and checked for breakage.

Received by _____ Date _____

Lumature GUARANTEES that all products are of the FINEST QUALITY and will provide satisfactory performance for the purpose intended. Items may be exchanged within 7 days when returned in unmarked condition in original packaging, accompanied by this invoice. Store credit only for returns - no refunds.

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CHG

BC KG

DEPOSIT

BALANCE DUE

LUMATURE

INVOICE

15620 N Scottsdale Rd
Scottsdale Az 85254

Tel 480 998 5505
Fax 480 998 5303

SOLD TO 416.561.5876

SHIP TO

JOHN & JUDY DAVIES
24 COUNTRY CLUB DR
KING CITY ONTARIO L7B1M5
CANADA

LUMATURE
15620 N SCOTTSDALE RD
SCOTTSDALE AZ 85254

INVOICE NO	DATE	PO NUMBER	SIDEMARK	SHIP VIA	PAYMENT
88272	03/15/16			DELIVERED	

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
		FLOS SPRING SALE		
2	RAY.F1	150w HALOGEN FLOOR LAMP	1,495.00	2,990.00
2	DS	DISCOUNT OF ABOVE ITEMS	224.25	-448.50
		50.39" TALL BLACK METAL SHADE		
		SPECIAL ORDER NO CANCELLATIONS, NO RETURNS.		

Thank you for your business!

SUBTOTAL 2,541.50
SALES TAX 218.57
FREIGHT 0.00

All items have been counted and checked for breakage.

Received by _____ Date _____

INVOICE TOTAL 2,760.07

Lumature GUARANTEES that all products are of the FINEST QUALITY and will provide satisfactory performance for the purpose intended. Items may be exchanged within 7 days when returned in unmarked condition in original packaging, accompanied by this invoice. Store credit only for returns - no refunds.

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BC KG

DEPOSIT
BALANCE DUE

LUMATURE

INVOICE

15620 N Scottsdale Rd
Scottsdale Az 85254

Tel 480 998 5505
Fax 480 998 5303

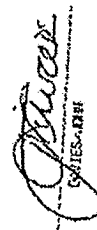
SOLD TO 416.561.5876

SHIP TO

JOHN & JUDY DAVIES
24 COUNTRY CLUB DR
KING CITY ONTARIO L7B1M5
CANADA

D.
INVOICE NO 88248 DATE 02/02/16 PO NUMBER SIDEMARK SHIP VIA PICK-UP PAYMENT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
3	SMTT3BS	ELIOS SM ROUND TABLE	1,285.00	3,855.00
3	DS	DISCOUNT OF ABOVE ITEMS	193.00	-579.00
		CHROME FRAME		
		MIRROR TOP		

15620 N SCOTTSDALE RD
 SCOTTSDALE, AZ, 85254-2124
 480-998-5505
 Merch ID: 88248887
 Form ID: 681651600021658857068
Sale
 Entry Method: Sciped
 Total: \$ 1,778.87
 02/02/16 15:45:52
 Inv #: 680081
 Approved: Online
 I agree to pay above total amount according to card issuer statement (merchant assessment if credit voucher)

 Customer Copy
 NO REFUNDS

Thank you for your business!

All items have been counted and checked for breakage.

Received by _____ Date _____

SUBTOTAL 3,276.00
SALES TAX 281.74
FREIGHT 0.00

INVOICE TOTAL 3,557.74

DEPOSIT 1,778.87

BALANCE DUE 1,778.87

Lumature GUARANTEES that all products are of the **FINEST QUALITY** and will provide satisfactory performance for the purpose intended. Items may be exchanged within 7 days when returned in unmarked condition in original packaging, accompanied by this invoice. Store credit only for returns - no refunds.

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TAB H

Century 21 Arizona Foothills - Gilbert

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Page 1 of 9

Document updated: May 2005



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1. PROPERTY

- 1a. 1. BUYER: John Davies, Judith Davies
2. SELLER:
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
5. Premises Address: 43971 W Griffis Dr Assessor's #: 512-04-241
6. City: Maricopa County: Pinal AZ, Zip Code: 85138
7. Legal Description: parcel 4 of the Villages at Rancho El Dorado
8. \$ 125,000.00 Full Purchase Price, paid as outlined below
9. \$ 1,000.00 Earnest money
10. \$
11. \$ 124,000.00 Balance of Cash funds to paid at Close of Escrow
12.
13. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
14. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to
15. Escrow Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to
16. occur on March 10, 2011 ("COE Date"). If Escrow Company or recorder's office
17. is closed on COE Date, COE shall occur on the next day that both are open for business.
18. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
19. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds
20. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.
21. Possession: Seller shall deliver possession, occupancy, access to keys and/or means to operate all locks, mailbox, security
22. system/alarms, and all common area facilities to Buyer at COE or
23. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals
24. regarding the risks of pre-possession or post-possession of the Premises.
25. Addenda Incorporated: Assumption and Carryback Buyer Contingency Domestic Water Well HUD forms
26. H.O.A. Lead-Based Paint Disclosure Additional Clause On-site Wastewater Treatment Facility
27. Other: As is Addendum
28. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Premises, and any existing personal property
29. specified herein, shall be included in this sale, including the following:
30. free-standing range/oven flush-mounted speakers outdoor landscaping, fountains, and lighting
31. built-in appliances attached fireplace equipment water-misting systems
32. light fixtures window and door screens, sun screens solar systems
33. ceiling fans storm windows and doors pellet, wood-burning or gas-log stoves
34. towel, curtain and drapery rods shutters and awnings timers
35. draperies and other window coverings garage door openers and controls mailbox
36. attached floor coverings attached TV/media antennas/satellite dishes storage sheds

SELLER SELLER

<Initials

Residential Resale Real Estate Purchase Contract • Updated May 2005 Copyright © 2005 Arizona Association of REALTORS®. All rights reserved.

Initials>

BUYER BUYER



The Maricopa Real Estate Company

COUNTER OFFER 1

Document updated
May 1986



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1. This is a Counter Offer originated by the: Seller Buyer Landlord Tenant This is a Counter Offer to the Offer

2. Counter Offer dated 02/11/2011 between the following Parties:
(MO/DAY/YR)

3. Seller/Landlord: OCL Investments LLC

4. Buyer/Tenant: John Davies, Judith Davies

5. Premises: 43971 W Griffis Dr, Maricopa, AZ 85138

6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:

7. Buyer and seller agree purchase price to be \$129,000

9. Buyer waives SPDS and CLUE reports

11. All other terms and conditions to remain the same

29. Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered in person, by mail or facsimile and received by the party originating the Counter Offer, indicated on line 1, or received by Maricopa Real Estate Co
(BROKER)

31. by 02/14/2011 at 12 a.m. p.m., Mountain Standard Time or unless this Counter Offer has been previously withdrawn by the
(MO/DAY/YR)

32. originating party, this Counter Offer shall be considered withdrawn at the date and time specified on line 31. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above Offer and/or Counter Offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned acknowledges receipt of a copy hereof.

37. Seller Buyer Landlord Tenant Date: 02/12/2011 Time: _____
(MO/DAY/YR)

38. Seller Buyer Landlord Tenant Date: 02/12/2011 Time: _____
(MO/DAY/YR)

39. Seller Buyer Landlord Tenant

ACCEPTANCE

40. The undersigned agrees to the modified or additional terms and conditions in the above Counter Offer and acknowledges receipt of a copy hereof

41. An additional Counter Offer is attached.

42. Seller Buyer Landlord Tenant Date: 02/12/2011 Time: _____
(MO/DAY/YR)

43. Seller Buyer Landlord Tenant Date: 02/12/2011 Time: _____
(MO/DAY/YR)

44. Seller Buyer Landlord Tenant

46. For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
(MO/DAY/YR)

Counter Offer • Updated: May 1986 • Copyright © 1996 Arizona Association of REALTORS®. All rights reserved.



Century 21 Arizona Foothills - Gilbert

H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Document updated: February 2007



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- 1. Seller:
2. Buyer: John Davies, Judith Davies
3. Premises Address: 43971 W Griffin Dr, Maricopa, Az 85138
4. Date: February 11, 2011

- 5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises.
7. If the Premises are located within a homeowner's association or a condominium/planned community:
8. Dues and Fees: The current regular association dues are \$ 79.00 monthly, or \$ /
9. Additional homeowner's association fees are: \$ monthly, or \$ /
10. Any current homeowner's association assessment which is a lien as of Close of Escrow to be:
11. [X] paid in full by Seller [] prorated and assumed by Buyer.
12. Any assessment that becomes a lien after the Close of Escrow is the Buyer's responsibility.
13. Any transfer fees charged by a homeowner's association(s) shall be paid by [X] Seller [] Buyer [] Other
14. Any inspection, certification or resale disclosure statement fee charged by the HOA for the cost of providing the resale information required by law shall be paid by Seller.
16. Other Fees: A homeowner's association may require fees, deposits or other payment at COE. These charges vary and may be labeled as community reserve, asset preservation, capital reserve, working capital, community enhancement or future improvement fees, payments, deposits or otherwise. Any of these fees or deposits or similar payment required by a homeowner's association upon the conveyance of the Premises shall be paid by [] Seller [X] Buyer [] Other
20. If the homeowner's association has less than 50 units, no later than ten (10) days after Contract acceptance, the Seller shall provide in writing to Buyer the information described below as required by Arizona law.
22. If the homeowner's association has 50 or more units, Seller shall furnish notice of pending sale that contains the name and address of the Buyer to the homeowners' association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract has instructed Escrow Company to provide such notice on Seller's behalf. The association is obligated by Arizona law to provide the information described below to Buyer within ten (10) days after receipt of Seller's notice.
26. Buyer is allowed five (5) days after receipt of the information from the Seller or homeowner's association to provide written notice to Seller of any items disapproved.

28. [Signature] 02/11/2011 BUYER'S SIGNATURE MOD/YR John Davies

[Signature] 02/11/2011 BUYER'S SIGNATURE MOD/YR Judith Davies

29. SELLER'S SIGNATURE MOD/YR

SELLER'S SIGNATURE MOD/YR

- 30. Information required by law to be provided:
31. 1. A copy of the bylaws and the rules of the association.
32. 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
33. 3. A dated statement containing:
34. (a) The telephone number and address of a principal contact for the association, which may be an association manager, an association management company, an officer of the association or any other person designated by the board of directors.
35. (b) The amount of the common regular assessment and the unpaid common regular assessment, special assessment or other assessment, fee or charge currently due and payable from the Seller.
36. (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
37. (d) The total amount of money held by the association as reserves.
38. (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated to disclose alterations or improvements to the Premises that violate the declaration. The association may take action against the Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
39. (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations or improvements to the unit that violate the declaration.
40. (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association.
41. 4. A copy of the current operating budget of the association.
42. 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may provide a summary of the report in lieu of the entire report.
43. 6. A copy of the most recent reserve study of the association, if any.
44. 7. Any other information required by law.
45. 8. A statement for Buyer acknowledgment and signature as required by Arizona Law.



H.O.A. Condominium / Planned Community Addendum • Updated: February 2007 • Copyright © 2007 Arizona Association of REALTORS®. All rights reserved.

Century 21 Arizona Foothills - Gilbert 130 S. Val Vista Dr, Gilbert, AZ 85226 Phone: 480-570-1076 Fax: 480-507-2167
Bill Clawson Produced with ZipForm® by zipLogic 16070 Fifteen Mile Road, Fraser, Michigan 48228 www.ziplogic.com Dan-Vargas Dr

Century 21 Arizona Foothills - Gilbert

"AS IS" ADDENDUM

Document updated: August 2009



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- 1. Seller: _____
- 2. Buyer: John Davies, Judith Davies
- 3. Premises Address: 42971 W Griffin Dr, Maricopa, Az 85138
- 4. Date: February 11, 2011

- 5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the
- 6. above referenced Premises. All terms and conditions of the Contract are hereby included herein and delivery of all notices
- 7. and documentation shall be deemed delivered and received when sent as required by Section 8m of the Contract.
- 8. A. Seller and Buyer agree that the Premises is being sold in its existing condition ("AS IS") and Seller makes no warranty
- 9. to Buyer, either express or implied, as to the (1) condition of the Premises, including, but not limited to, Seller's Warranties
- 10. in Lines 163-166 of Section 5a, which Buyer hereby waives; (2) zoning of the Premises; or (3) Premises' fitness for any
- 11. particular use or purpose. However, Seller warrants and shall maintain and repair the Premises so that, pursuant to lines
- 12. 167-168, at the earlier of possession or COE, the Premises, including all additional existing personal property included
- 13. in the sale, will be in substantially the same condition as on the date of Contract acceptance and all personal property
- 14. not included in the sale and all debris will be removed from the Premises.
- 15. B. Buyer is advised to conduct Independent inspection(s) and investigations regarding the Premises within the
- 16. Inspection Period as specified in Section 6a. Buyer retains the rights pursuant to Section 6j. Seller shall not
- 17. be obligated to correct any defects that may be discovered during Buyer's inspection(s) and
- 18. investigations or otherwise.
- 19. C. Notwithstanding the foregoing, if an On-Site Wastewater Treatment Facility (conventional septic or alternative
- 20. system) ("Facility") has been installed on the Premises, Seller and Buyer agree to complete and execute the AAR
- 21. On-Site Wastewater Treatment Facility Addendum and Seller agrees to pay for the Facility inspections, fees or
- 22. repairs as set forth therein.
- 23. D. Seller acknowledges that selling the Premises "AS IS" does not relieve Seller of the legal obligation to disclose all
- 24. known material latent defects to Buyer.
- 25. E. In the event that any provision contained in this Addendum conflicts in whole or in part with any of the terms
- 26. contained in the Contract, the provisions of this Addendum shall prevail and the conflicting terms are hereby
- 27. considered deleted and expressly waived by both Buyer and Seller.
- 28. F. Other Terms and Conditions:
- 29. _____
- 30. _____

31. BUYER ACKNOWLEDGES THAT BUYER IS HEREBY ADVISED TO SEEK APPROPRIATE COUNSEL REGARDING

32. THE RISKS OF BUYING A PROPERTY IN "AS IS" CONDITION.

33. Buyer recognizes, acknowledges, and agrees that Broker(s) are not qualified, nor licensed, to conduct due diligence with respect

34. to the premises or the surrounding area. Buyer is instructed to consult with qualified licensed professionals to assist in Buyer's due

35. diligence efforts. Because conducting due diligence with respect to the premises and the surrounding area is beyond the scope of

36. the Broker's expertise and licensing, Buyer expressly releases and holds harmless Broker(s) from liability for any defects or conditions

37. that could have been discovered by inspection or investigation. Seller and Buyer hereby expressly release, hold harmless and

38. indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition,

39. square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation,

40. building codes, governmental regulations, insurance or any other matter relating to the value or condition of the Premises.

41. [Signature] 02/11/2011 MO/DAYR [Signature] 02/11/2011 MO/DAYR

* BUYER'S SIGNATURE John Davies * BUYER'S SIGNATURE Judith Davies

42. _____ MO/DAYR * SELLER'S SIGNATURE _____ MO/DAYR

* SELLER'S SIGNATURE

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Century 21 Arizona Foothills - Gilbert 130 S. Val Vista Dr Gilbert, AZ 85296
Phone: 480-570-1076 Fax: 480-507-2167

Davis-Vargas Dr

Produced with ZipForms by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48025 www.zipLogix.com



BUYER ATTACHMENTDocument updated:
February 2011

This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- 1. Read the entire contract *before* you sign it.
- 2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. Review the Inspection Paragraph (see Section 6a).
If important to you, hire a qualified:
 - Mold inspector
 - Roof inspector
 - Pest inspector
 - Pool inspector
 - Heating/cooling inspector
 Verify square footage (see Section 6b)
Verify the property is on sewer or septic (see Section 6f)
- 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).
- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).
It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract.
- 6. Read the title commitment within five days of receipt (see Section 3c).
- 7. Read the CC&R's and all other governing documents within five days of receipt (see Section 3c), especially if the home is in a homeowner's association.
- 8. Conduct a thorough final walkthrough (see Section 6m). If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at <http://www.aaronline.com>.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

Buyer's Check List

Buyer Attachment - Updated: February 2011

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RE/MAX-Fine Properties, 21000 North Pima Rd. Suite 100 Scottsdale, AZ 85255
Phone: 480.980.3604 Fax: 877-613-8070 Justin Harper

Produced with zipForm® by zipLogix, 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Jessica Stewart



RE/MAX-Fine Properties

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated: February 2011



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1. PROPERTY

- 1a. 1. BUYER: Jessica Stewart
2. SELLER: John Davies, Judith Davies
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
1b. 5. Premises Address: 43971 W Griffis Dr
6. City: Maricopa County: Pinal AZ, Zip Code: 85138
7. Legal Description: PARCEL 4 OF THE VILLAGES AT RANCHO EL DORADO LOT 53 SEC 22-4S-3E5500
1c. 8. \$ 9,000.00 Full Purchase Price, paid as outlined below
9. \$ 1,000.00 Earnest money
10. \$ 8,000.00 Additional cash at closing
11. \$
12.
13.
14.
1d. 15. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
16. and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing documents,
17. and perform all other acts necessary in sufficient time to allow COE to occur on
18. January 17, 2014 ("COE Date").
19. COE shall occur on the next day that both are open for business.
20. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
21. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
22. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.
1e. 23. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
24. system/alarms, and all common area facilities to Buyer at COE or
25. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding
26. the risks of pre-possession or post-possession of the Premises.
1f. 27. Addenda Incorporated:
28. H.O.A. Lead-Based Paint Disclosure On-site Wastewater Treatment Facility Short Sale
29. Other:
1g. 30. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Premises, and any existing personal property
31. specified herein, shall be included in this sale, including the following:
32. free-standing range/oven light fixtures draperies and other window coverings
33. ceiling fans towel, curtain and drapery rods shutters and awnings
34. attached floor coverings flush-mounted speakers water-misting systems
35. window and door screens, sun screens storm windows and doors solar systems
36. garage door openers and controls attached media antennas/ satellite dishes mailbox
37. outdoor landscaping, fountains, and lighting pellet, wood-burning or gas-log stoves central vacuum, hose, and attachments
38. storage sheds attached fireplace equipment built-in appliances
39. timers

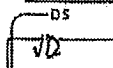
Initials section with boxes for SELLER and BUYER, and a QR code.

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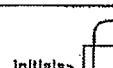
- 40. If owned by the Seller, the following items also are included in this sale:
- 41. • pool and spa equipment (including any mechanical or other cleaning systems)
- 42. • security and/or fire systems and/or alarms
- 43. • water softeners
- 44. • water purification systems
- 45. Additional existing personal property included in this sale (if checked): refrigerator washer dryer as described:
- 46. _____
- 47. _____
- 48. Other: All home furnishings and electronics, but excluding a few selected art
- 49. work pieces to be determined by buyer and seller
- 50. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary
- 51. value, and free and clear of all liens or encumbrances.
- 52. Fixtures and leased items NOT included: _____
- 53. IF THIS IS AN ALL CASH SALE, GO TO SECTION 3.

2. FINANCING

- 2a. 54. Pre-Qualification: A completed AAR Pre-Qualification Form is is not attached hereto and incorporated herein by reference.
- 2b. 55. Loan Contingency: Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval for the loan described
- 56. in the AAR Loan Status Update ("LSU") form without Prior to Document ("PTD") conditions no later than three (3) days prior to the
- 57. COE Date. If Buyer is unable to obtain loan approval without PTD conditions, Buyer shall deliver a notice of the inability to obtain
- 58. loan approval without PTD conditions to Seller or Escrow Company no later than three (3) days prior to the COE Date.
- 2c. 59. Unfulfilled Loan Contingency: This Contract shall be cancelled and Buyer shall be entitled to a return of the earnest money if after
- 60. diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions no later than three (3) days prior to the
- 61. COE Date. Buyer acknowledges that prepaid items paid separately from earnest money are not refundable.
- 2d. 62. Interest Rate / Necessary Funds: Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
- 63. rate and "points" by separate written agreement with the lender during the Inspection Period or (ii) the failure to have the down
- 64. payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not
- 65. an unfulfilled loan contingency.
- 2e. 66. Loan Status Update: Buyer shall deliver to Seller the LSU with at a minimum lines 1-40 completed describing the current status
- 67. of the Buyer's proposed loan within five (5) days after Contract acceptance and instruct lender to provide an updated LSU to
- 68. Broker(s) and Seller upon request.
- 2f. 69. Loan Application: Unless previously completed, during the Inspection Period, Buyer shall (i) complete, sign and deliver to the
- 70. lender a loan application and grant lender permission to access Buyer's Trimerged Residential Credit Report; and (ii) provide
- 71. to lender all initial requested signed disclosures and Initial Requested Documentation listed in the LSU on lines 32-35.
- 2g. 72. Loan Processing During Escrow: Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all
- 73. additional documentation required. Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.
- 2h. 74. Type of Financing: Conventional FHA VA USDA Assumption Seller Carryback Cash
- 75. (If financing is to be other than new financing, see attached addendum.)
- 2i. 76. Loan Costs: All costs of obtaining the loan shall be paid by the Buyer, unless otherwise provided for herein.
- 2j. 77. Seller Concessions (If any): In addition to the other costs Seller has agreed to pay herein, Seller agrees to pay up to N/A %
- 78. of the Purchase Price or \$ N/A for Buyer's loan costs including pre-pays, impounds and Buyer's title / escrow closing costs.
- 2k. 79. VA Loan Costs: In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ N/A of loan costs not
- 80. permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's concessions.
- 2l. 81. Changes: Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the
- 82. Pre-Qualification Form if attached hereto or LSU provided within five (5) days after Contract acceptance and shall only make any
- 83. such changes without the prior written consent of Seller If such changes do not adversely affect Buyer's ability to obtain loan
- 84. approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2m. 85. Appraisal Contingency: Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to
- 86. lender for at least the purchase price. If the Premises fails to appraise for the purchase price in any appraisal required by lender,
- 87. Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a refund of the Earnest Money or the
- 88. appraisal contingency shall be waived.
- 2n. 89. Appraisal Fee(s): Appraisal Fee(s), when required by lender, shall be paid by Buyer Seller Other Waived
- 90. Appraisal Fee(s) are are not included in Seller's Concessions, if applicable.

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 BUYER



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3. TITLE AND ESCROW

3a. 91. Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 92. terms of this Contract shall be:

93. Stewart Title (Monica Huber)
ESCROW/TITLE COMPANY

94. 2141 E. Broadway Rd #111
ADDRESS

Tempe
CITY

AZ
STATE

ZIP

95. mhuber@stewartaz.com
EMAIL

(480) 557-4602
PHONE

FAX

3b. 96. Title and Vesting: Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax 97. consequences. Buyer should obtain legal and tax advice.

3c. 98. Title Commitment and Title Insurance: Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, 99. addressed pursuant to 8i and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies 100. of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to 101. Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the 102. Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller 103. shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements 104. and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's 105. Title Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy ("Plain Language"/"1-4 units") or, if not available, a 106. Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional 107. expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

3d. 108. Additional Instructions: (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of the 109. Buyer to any homeowner's association in which the Premises is located. (ii) If the Escrow Company is also acting as the title agency 110. but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon deposit of 111. funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach 112. of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by 113. Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent 114. necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally 115. between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications 116. directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information 117. regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.

3e. 118. Tax Prorations: Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.

3f. 119. Release of Earnest Money: In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with 120. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of 121. this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against 122. any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or 123. relating in any way to the release of Earnest Money.

3g. 124. Prorations of Assessments and Fees: All assessments and fees that are not a lien as of the COE, including homeowner's 125. association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, 126. and service contracts, shall be prorated as of COE or Other: _____

3h. 127. Assessment Liens: The amount of any assessment, other than homeowner's association assessments, that is a lien as of the 128. COE, shall be paid in full by Seller prorated and assumed by Buyer. Any assessment that becomes a lien after COE is 129. the Buyer's responsibility.

3i. 130. IRS and FIRPTA Reporting: Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, 131. and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the 132. Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller acknowledge that if the Seller is a foreign person, the 133. Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

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4. DISCLOSURE

- 4a. 134. Seller Property Disclosure Statement ("SPDS"): Seller shall deliver a completed AAR Residential SPDS form to the Buyer within 135. five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or 136. five (5) days after receipt of the SPDS, whichever is later.
- 4b. 137. Insurance Claims History: Seller shall deliver to Buyer a written five-year insurance claims history regarding Premises (or a claims 138. history for the length of time Seller has owned the Premises if less than five years) from Seller's insurance company or an insurance 139. support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract 140. acceptance. (Seller may obscure any reference to date of birth or social security number from the document). Buyer shall provide 141. notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 142. Lead-Based Paint Disclosure: If the Premises were built prior to 1978, the Seller shall: (i) notify the Buyer of any known lead-based 143. paint ("LBP") or LBP hazards in the Premises; (ii) provide the Buyer with any LBP risk assessments or inspections of the Premises in 144. the Seller's possession; (iii) provide the Buyer with the Disclosure of Information on Lead-based Paint and Lead-based Paint 145. Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family 146. from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead- 147. Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
- 148. LBP information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk 149. assessments or inspections during Inspection Period.
- 150. Seller shall provide LBP information within five (5) days after Contract acceptance. Buyer may within ten (10) days 151. or _____ days after receipt of the LBP information conduct or obtain a risk assessment or inspection of the Premises for the 152. presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP information or five 153. (5) days after expiration of the Assessment Period cancel this Contract.
- 154. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in 155. residential properties built before 1978 and to follow specific work practices to prevent lead contamination.
- 156. If Premises were constructed prior to 1978, (BUYER'S INITIALS REQUIRED)
- 157. If Premises were constructed in 1978 or later, (BUYER'S INITIALS REQUIRED)
- 4d. 158. Affidavit of Disclosure: If the Premises is located in an unincorporated area of the county, and five or fewer parcels of property 159. other than subdivided property are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required 160. by law to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items 161. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4e. 162. Changes During Escrow: Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein, in 163. the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a 164. or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed 165. five (5) days after delivery of such notice to provide notice of disapproval to Seller.

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5. WARRANTIES

- 5a. 166. Seller Warranties: Seller warrants and shall maintain and repair the Premises so that at the earlier of possession or COE; (i) all 167. heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning 168. systems, and heaters, if any), free-standing range/oven, and built-in appliances will be in working condition; (ii) all other agreed upon 169. repairs and corrections will be completed pursuant to Section 6j; (iii) the Premises, including all additional existing personal property 170. included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (iv) all personal property 171. not included in the sale and all debris will be removed from the Premises.
- 5b. 172. Warranties that Survive Closing: Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 173. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the 174. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 175. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in 176. connection with the construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the 177. information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is 178. correct to the best of Seller's knowledge.
- 5c. 179. Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the 180. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE, 181. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises. 182. Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:
- 183. _____
- 184. _____

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6. DUE DILIGENCE

- 6a. 185. Inspection Period: Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the 186. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections 187. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies, 188. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and the 189. surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards, 190. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex 191. offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a 192. material matter to the Buyer, it must be investigated by the Buyer during the Inspection Period. Buyer shall keep the Premises free 193. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair 194. all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection 195. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer 196. Advisory provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 197. Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE 198. REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL 199. MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.
- 6c. 200. Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS 201. (SUCH AS TERMITES) ARE A MATERIAL MATTER TO THE BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE 202. INSPECTION PERIOD. The Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the 203. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be 204. performed at Buyer's expense.
- 6d. 205. Flood Hazard: Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the 206. Inspection Period. If the Premises are situated in an area identified as having any special flood hazards by any governmental 207. entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to 208. encumber or improve the Premises.
- 6e. 209. Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND 210. OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE 211. PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any 212. homeowner's, fire, casualty, or other insurance desired by Buyer or required by lender should be in place at COE.
- 6f. 213. Sewer or On-site Wastewater Treatment System: The Premises are connected to a: 214. sewer system septic system alternative system 215. IF A SEWER CONNECTION IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE 216. INSPECTION PERIOD. If the Premises are served by a septic or alternative system, the AAR On-site Wastewater Treatment 217. Facility Addendum is incorporated herein by reference. 218. (BUYER'S INITIALS REQUIRED)

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- 6g. 219. Swimming Pool Barrier Regulations: During the Inspection Period, Buyer agrees to investigate all applicable state, county, and 220. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to 221. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt 222. of the Arizona Department of Health Services approved private pool safety notice. 223. (BUYER'S INITIALS REQUIRED)

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- 6h. 224. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT 225. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING 226. AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE 227. DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE 228. SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY 229. RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD 230. HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION. 231. (BUYER'S INITIALS REQUIRED)

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- 6i. 232. Inspection Period Notice: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items 233. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all 234. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be 235. provided in a single notice.

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


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
- 6j. 236. Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
 - 237. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 - 238. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 - 239. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items disapproved.
 - 240. (b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or _____ days prior to COE Date.
 - 241. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
- 250. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend response times or cancellation rights.
- 251. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6k. 255. Notice of Non-Working Warranted Items: Buyer shall provide Seller with notice of any non-working warranted item(s) of which Buyer becomes aware during the Inspection Period or the Seller warranty for that item(s) shall be waived. Delivery of such notice shall not affect Seller's obligation to maintain or repair the warranted item(s).
- 6l. 258. Home Warranty Plan: Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and most plans exclude pre-existing conditions.
 - 261. A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage
 - 262. _____, to be issued by _____ at a cost not
 - 263. to exceed \$ _____, to be paid for by Buyer Seller
 - 264. Buyer declines the purchase of a Home Warranty Plan.
- 6m. 265. Walkthrough(s): Seller grants Buyer and Buyer's Inspector(s) reasonable access to conduct walkthrough(s) of the Premises for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in working condition and that the Premises is in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.
- 6n. 269. Seller's Responsibility Regarding Inspections and Walkthrough(s): Seller shall make the Premises available for all inspections and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, until COE to enable Buyer to conduct these inspections and walkthrough(s).

7. REMEDIES

- 7a. 272. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract.
- 7b. 276. Breach: In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant to Section 2m, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

DS

 Initials
 SELLER

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DS

 Initials
 BUYER BUYER

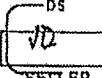
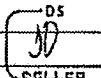


Residential Resale Real Estate Purchase Contract >>

- 7c. 286. Alternative Dispute Resolution ("ADR"): Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this 287. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid 288. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be 289. submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an 290. arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration 291. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be 292. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. 293. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the 294. mediation conference by notice to the other and in such event either party shall have the right to resort to court action.
- 7d. 295. Exclusions from ADR: The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the 296. Small Claims Division of an Arizona Justice Court (up to \$2,500) so long as the matter is not thereafter transferred or removed from 297. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 298. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is 299. within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis 300. pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the 301. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.
- 7e. 302. Attorney Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this 303. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert 304. witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

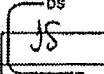

- 8a. 305. _____
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DS
 
 SELLER SELLER

<Initials

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>Initials

DS
 
 BUYER BUYER



Residential Resale Real Estate Purchase Contract >>

- 8b. 335. Risk of Loss: If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 336. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided, 337. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 338. Buyer may elect to cancel the Contract.
- 8c. 339. Permission: Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 340. Arizona Law: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 341. Time is of the Essence: The parties acknowledge that time is of the essence in the performance of the obligations described herein.
- 8f. 342. Compensation: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 343. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 344. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is 345. obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 346. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 347. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 348. Copies and Counterparts: A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This 349. Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 350. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-Based Paint 351. Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each 352. counterpart shall be deemed an original.
- 8h. 353. Days: All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 354. end at 11:59 p.m.
- 8i. 355. Calculating Time Periods: In computing any time period prescribed or allowed by this Contract, the day of the act or event from 356. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 357. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 358. must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday the act 359. must be performed by 11:59 p.m. on Monday).
- 8j. 360. Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 361. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 362. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 363. Subsequent Offers: Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 364. any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 365. Cancellation: A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 366. notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become effective 367. immediately upon delivery of the cancellation notice.
- 8m. 368. Notice: Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and 369. deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 370. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 371. 8r, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 9a.
- 8n. 372. Earnest Money: Earnest Money is in the form of: Personal Check Other: Wired Funds 373. If applicable, Earnest Money has been received by Broker named in Section 8r and upon acceptance of this offer will be deposited 374. with: Escrow Company Broker's Trust Account. Buyer acknowledges that failure to pay the required closing funds by the 375. scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a material 376. breach of this contract and all earnest money shall be subject to forfeiture.
- 8o. 377. Release of Broker(s): Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this transaction 378. from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, boundaries, value, 379. rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, governmental regulations, 380. insurance, price and terms of sale, return on investment or any other matter relating to the value or condition of the 381. Premises. The parties understand and agree that the Broker(s) do not provide advice on property as an investment and are 382. not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
- 383. (SELLER'S INITIALS REQUIRED) JD JD (BUYER'S INITIALS REQUIRED) JS JS
- 8p. 384. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 385. in person, by mail, facsimile or electronically, and received by Broker named in Section 8r 386. by _____ at _____ a.m. a.m. p.m., Mountain Standard Time. 387. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 388. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

>>

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<Initials>		Page 8 of 9	Initials>	

Jessica Stewart



Residential Resale Real Estate Purchase Contract >>

8g. 389. THIS CONTRACT CONTAINS NINE PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT 390. YOU HAVE RECEIVED AND READ ALL NINE PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

Br. 391. Broker on behalf of Buyer:

392. Justin Harper JH693 Remax-Fine Properties RMFP03
393. 21000 N. Pima Rd, #100 Scottsdale AZ 85255
394. (480) 980-3604 (877) 613-8070 Jharperhomes@hotmail.com

8s. 395. Agency Confirmation: The Broker named in Section 8r above is the agent of (check one):
396. [] the Buyer; [] the Seller; or [X] both the Buyer and Seller

8t. 397. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of 398. a copy hereof including the Buyer Attachment.

399. Jessica Stewart 01/05/2014 BUYER'S SIGNATURE MO/DAY/YR
400. ADDRESS ADDRESS
401. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 402. Broker on behalf of Seller:

403. Justin Harper AGENT CODE Remax-Fine Properties FIRM CODE
404. FIRM ADDRESS STATE ZIP CODE
405. PREFERRED TELEPHONE FAX EMAIL

9b. 406. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):
407. [] the Seller; or [X] both the Buyer and Seller

9c. 408. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a 409. copy hereof and grant permission to Broker named on Section 9a to deliver a copy to Buyer.

410. Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.
411. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.
412. John Davies 01/05/2014 Judith Davies 01/05/2014 SELLER'S SIGNATURE MO/DAY/YR
413. John Davies Judith Davies SELLER'S NAME PRINTED
414. ADDRESS ADDRESS
415. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

416. [] OFFER REJECTED BY SELLER: MONTH DAY YEAR (SELLER'S INITIALS)

For Broker Use Only:
Brokerage File/Log No. Manager's Initials Broker's Initials Date MO/DAY/YR



TAB I

PROMISSORY NOTE

TO: Acolian Investments Ltd. ("the Creditor")

DATED: April 4, 2013

FOR VALUE RECEIVED the undersigned hereby jointly and severally promise to pay to the order of the Creditor the sum of One Hundred Thirty-Five Thousand Canadian Dollars (\$135,000.00 CDN), without interest, repayable in equal monthly instalments of principal only in the amount of Two Thousand Five Hundred Canadian Dollars (\$2,500.00 CDN) per month, due and payable on the first day of each month commencing May 1, 2013, until repaid in full.

The undersigned jointly and severally hereby waive demand, protest, notice of maturity, notice of non-payment or any other requirement necessary to hold them liable as maker and endorser of this Promissory Note. The undersigned jointly and severally further agree to pay all costs of collection, including legal fees on a Substantial Indemnity basis, in the event any payment required to be made herein is not made when due.

The undersigned acknowledge that they may at any time pay all or any part of the principal amount of this Promissory Note without penalty.

In the event of default in the payment of any of the instalments of principal when due hereunder, time being of the essence hereof, the holder of this note may, without notice or demand and at its sole option and at any time while default continues hereunder, declare the entire principal sum then unpaid immediately due and payable.

This Promissory Note shall be governed by the laws of the Province of Ontario which laws shall be applicable to the interpretation, construction and enforcement hereof.

In witness whereof the Parties hereto have executed this Promissory Note this 4th day of April, 2013 at London, Ontario.

2018690 Ontario Limited

Per: R. Chadwick Jackson, President
I have authority to bind the Corporation

Nancy Katherine Jackson

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

R. Chadwick Jackson

John Cameron Huggins

135,000
÷ 2500
= 54 weeks

= 54 weeks
from
start May 1 2013

TAB J

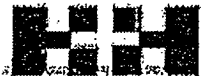
REDACTED

From: Gregory Harris [<mailto:GregHarris@harrisandharris.com>]
 Sent: March 7, 2016 11:31 AM
 To: John Davies <johndavies55@rogers.com>
 Cc: 'Raj Singh' <raisingh100@gmail.com>
 Subject: RE: Guildwood Participation

I'm pretty sure one already exists, from way back.

I'll double check and let you both know.

Gregory H. Harris
 Harris + Harris LLP
 2355 Skymark Avenue
 Suite 300
 Mississauga, Ontario
 L4W 4Y6
 Phone 905.629.7800 x 240
 Fax 905.629.4350
 Cell 416.460.2507
 Email gregharris@harrisandharris.com
 Web www.harrisandharris.com



HARRIS + HARRIS LLP
 BARRISTERS AND SOLICITORS

This e-mail (and its attachments) is privileged and may contain confidential information intended only for the person(s) named above. If you receive this e-mail in error, please notify the addressee immediately by e-mail, phone or fax and permanently delete the e-mail and any attachments.

From: John Davies [<mailto:johndavies55@rogers.com>]
 Sent: March-07-16 11:29 AM
 To: Gregory Harris
 Cc: 'Raj Singh'
 Subject: Guildwood Participation

Hello Greg:

I don't believe we have an agreement executed with Raj which evidences our 15% share of the net profit in the project. Perhaps we could use one of the Memory Care agreements as a template?

Thanks,

John.

REDACTED

From: Raj Singh [<mailto:raisingh100@gmail.com>]
Sent: March 7, 2016 12:10 PM
To: John Davies <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)>
Cc: Gregory H. Harris <[gregharris@harrisandharris.com](mailto: gregharris@harrisandharris.com)>
Subject: Re: Guildwood Participation

I don't this we ever did one. We can use the Memory care format and I will sign it when we next meet.

Greg, we were also going to do the JV agreement helps with taxes. I know last year you were close to finishing. Let me know where it stands and we can get all of these done and signed off.

thanks

Raj

Raj Singh
CEO
Tier1 Advisory

My LinkedIn Profile:

<http://ca.linkedin.com/in/raisingh100>

On Mon, Mar 7, 2016 at 11:28 AM, John Davies <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)> wrote:

Hello Greg:

I don't believe we have an agreement executed with Raj which evidences our 15% share of the net profit in the project. Perhaps we could use one of the Memory Care agreements as a template?

Thanks,

John.

TAB K

TAB L

REDACTED

From: John E. Davies [mailto:john.davies@aci.on.ca]
 Sent: September-03-08 4:23 PM
 To: gdemarco@bellnet.ca
 Subject: Re: SeaDoo Deal

Greg:

Nothing else going on? I assumed that I'd be getting a better deal going through you but I was given the same price over the phone from Northland. I obviously mis-understood or didn't pay attention. I thought it was \$12,500 LESS the \$1000 rebate. I've re-read your e-mail and I guess it could be interpreted either way.

I'll see you tomorrow with the money order per your e-mail for the 2 RXT's. Both Black.

John

PS I'm assuming you took the pontoon boat, because my groundskeeper says it's no-longer there.

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

From: Greg De Marco
 To: 'John E. Davies'
 Sent: Wednesday, September 03, 2008 4:02 PM
 Subject: RE: SeaDoo Deal

Hi John – just left you a message.

You are only paying \$12,500 each for a total before tax of \$25000 after bombardier mails you the mastercard incentive of \$2000 and also sends a cheque for \$500 to you for the covers. You pay \$13,500 for each up front plus the \$440 for the covers and then you get a rebate back from bombardier for \$2500.

Now, I was not privy to any conversation you had with him but Jon has always been pretty straight with me and dealt with me in what I thought was good faith. Jon has un-crated the 2 Rxt's.

Is there something else going on that I am not understanding???? I was told \$12500 after the \$1000 dollar rebate! This is what you are paying.

Let me know because Jon leaves tomorrow for Texas dealer meeting and I want to make sure everything is finalized.

Thanks

Greg De Marco

Marine Director
 Tel: 705 641 8643
 Muskoka Wharf Marine

From: John E. Davies [mailto: johndavies@aci.on.ca]
Sent: September 3, 2008 3:37 PM
To: gdemarco@bellnet.ca
Subject: Re: SeaDoo Deal

Hi:

Don't forget the two prepaid Master Card's for \$1000. each.

John

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

From: Greg De Marco
To: 'John E. Davies'; gocanes@aci.on.ca
Sent: Wednesday, September 03, 2008 2:53 PM
Subject: SeaDoo Deal

Basically you will receive, in the mail, 2 cheques for \$250 (total \$500) for the covers and 2 mastercards for \$1000 (total \$2000) each from Bombardier.

2 RxT's 215HP, \$13,500 x 2 = \$27,000
2 Covers, \$440
Subtotal = \$27,440
+ tax = \$31,007.20
Less \$2000 visa deposit = \$29,007.20

So your bank draft or cheque is made payable to NORTHLAND RECREATION for \$29,007.20

They will have the SeaDoo's here tomorrow and I will bring them over to you in the afternoon. If you can drop by at noon (in and around that time) would work perfectly. The bonus is the 2 cheques for \$250 which I didn't know about. Another incentive from Bombardier!

Thanks again John

Greg De Marco

Marine Director
Tel: 705 641 8643
Muskoka Wharf Marine

TAB M

REDACTED

From: CO2 Inflatables [<mailto:info@co2inflatables.com>]
 Sent: June-29-10 6:20 PM
 To: John Davies <[johndavies55@rogers.com](mailto: johndavies55@rogers.com)>
 Subject: Re:

John See below in bold.
 Sincerely Jamie Small
 CO2 Inflatables
 285 Wyecroft Rd
 Oakville, On L6K 2H2
 Ph (905)844-4386 Fx (905)844-7651
 web www.co2inflatables.com

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

From: **John Davies**
 To: **CO2 Inflatables**
 Sent: Tuesday, June 29, 2010 6:01 PM
 Subject: Re:

Hi Vince:

The lawyers require the following information, please:

Name of Financial Institution. **Royal bank of Canada**
 Name of Beneficiary (your legal company name / bank account holder / I'm assuming it's CO2 Inflatables?) **Co2 Inflatable Boats and Services Inc.**

Beneficiary's Address **CO2 Inflatables**
 285 Wyecroft Rd
 Oakville, On L6K 2H2
 Telephone Number for your Bank **905-842-2699**

I'll have my law firm process the transaction from their trust account as soon as I receive the info, Thanks.

John.

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

From: **CO2 Inflatables**
 To: **[johndavies55@rogers.com](mailto: johndavies55@rogers.com)**
 Sent: Tuesday, June 29, 2010 4:53 PM
 Subject: Fw:

Wire transfer info Transit #03592/ Acct.#1018787/ Bank #003. Bank address is 1005 Speers Rd. Oakville, L6L2X5.
 AMOUNT OWING IS \$16999.97

Sincerely
Vince Lynott
CO2 Inflatables
285 Wyecroft Rd
Oakville, On L6K 2H2
Ph (905)844-4386 Fx (905)844-7651
web www.co2inflatables.com

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

From: CO2 Inflatables

To: jdavis55@rogers.com

Sent: Tuesday, June 29, 2010 10:42 AM

Wire transfer Info Transit #03592/ Acct.#1018787/ Bank #003. Bank address is 1005 Speers Rd.Oakville. L6L2X5.
AMOUNT OWING IS \$16999.97.

Sincerely Jamie Small
CO2 Inflatables
285 Wyecroft Rd
Oakville, On L6K 2H2
Ph (905)844-4386 Fx (905)844-7651
web www.co2inflatables.com

TAB N

AUTO | ONE

AUTO | ONE
 150 Oakdale Rd
 Toronto, ON, M3N 1V9
www.atnoonegroup.ca

T: 416.479.4400
 F: 416.479.9689

Aeolian Investments
 24 Country Club Drive
 King City, ON
 L7B 1M5

May 30, 2017

PROMISSORY NOTE AND SECURITY AGREEMENT

Total Amount: \$4,072.52

Aeolian Investments and John Davies both jointly and severally, hereby promise to pay Auto One Group Limited (further known as "Secured Party"), the sum of Four Thousand Seventy-Two Dollars and Fifty-Two Cents (\$4,072.52) which includes Eighty-Four Dollars and Thirty-Four cents (\$84.34) of Interest at 9.9% per annum, in 4 equal monthly installments of One Thousand Thirty-Nine Dollars and Twenty-Two cents (\$1,039.22) each payable on the 1st day of each and every month in each and every year commencing on June 1, 2017, to and including the 1st day of September, 2017 or until such time as the account is paid in full.

It is understood and agreed that upon default of payment of any installment hereunder upon the due date, then at the option of the Secured Party, all monies hereby secured together with any other monies payable hereunder shall forthwith become due and payable upon demand.

It is further understood and agreed that by this Promissory Note, I have mortgaged, charged, assigned, transferred and granted to you a security interest in all my right, title and interest in and to all presently owned or held and after acquired or held personal property, assets and undertakings of mine (other than real property), of whatever nature or kind and wheresoever situate and all proceeds thereof and therefrom (all of which is hereinafter collectively called the "Security") including, without limiting the generality of the foregoing:

- (1.) **Equipment**
 all equipment including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles, vessels and other tangible personal property that is not inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");
- (2.) **Inventory**
 all inventory including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials,

work in process, finished goods, returned goods, repossessed goods, and all packaging, materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");

- (3.) **Accounts**
all debts, accounts, claims, monies and courses of action which presently are, or which may at any time hereafter be due or owing to or owned by me and all books, records, documents, papers and electronically recorded data, evidencing or relating to the said debts, accounts, claims, monies and courses of action or any part thereof (all of which is hereinafter collectively called the "Accounts");
- (4.) **Other Personal Property**
all documents of title, chattel paper, instruments, securities and money, personal property, furniture, appliances, household furnishings, and all other goods or property belonging to me that are not Equipment, Inventory or Accounts;
- (5.) **Intangibles**
all contractual rights, licenses, goodwill, patents, trademarks, trade names, copyrights and other intellectual property of mine, all other courses of action of mine of every kind which presently are, or which may at any time hereafter be, due or owing to or owned by me, and all other intangible property of mine which is not Accounts, chattel paper, instruments, documents of title, securities or money;

Except:

The Security secures payment or performance of the obligations set out in this Promissory Note, and that upon default of any of my obligations under this Promissory Note, the Secured Party will have all rights and remedies against the Security available pursuant to this Promissory Note, at Common Law and under Legislation, including but not limited to the Personal Property Security Act, its Regulations and all amendments thereto. I acknowledge and agree that upon default, the Secured Party may execute against the Security, and that its remedies include the right to seize, repossess and sell the Security and to apply the sales proceeds to the amount outstanding.

The Promissor shall have the right at any time or times to pay all of any part of the principal sum hereof without notice or penalty.

I hereby expressly waive presentment, protest and notice of protest and dishonour of the within Promissory Note.

DATED at Toronto, ON this _____ day of _____, 20____.

Bryan Dixon
CREDIT MANAGER

ACCEPTED BY

Aeollan Investments and John Davies
CUSTOMER NAME

CUSTOMER SIGNATURE

TAB O

AFFIDAVIT OF EDWARD THOMAS

(Sworn September 21, 2017)

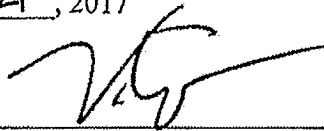
I, Edward Thomas, of the City of Kitchener in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of SRM Architects Inc. ("SRM"), an architecture firm located in Kitchener, Ontario.
2. SRM has had a business relationship with John Davies and his development business since 2014. SRM has provided architectural and design services in relation to a number of Mr. Davies' development projects, including Ross Park and some of the Textbook student housing projects. SRM is owed outstanding fees in respect of some of these projects. Mr. Davies does not have any interest in SRM, and I do not have an interest in any of his development projects or businesses.
3. In May 2017, Mr. Davies approached me and asked whether SRM would be prepared to provide Textbook Suites Inc. ("TSI") with a short-term loan to retain legal counsel and pay some outstanding bills. I agreed on behalf of SRM to loan TSI \$50,000; these funds were advanced on June 1, 2017. Copies of the promissory note and the cheque evidencing this loan are attached as Exhibits "A" and "B" respectively.
4. Subsequently, in July 2017, Mr. Davies asked whether SRM would be prepared to provide another loan to allow Mr. Davies to pay the monthly bill for his American Express credit card, which I understood he was using to fund his living expenses. I agreed on behalf of SRM to loan Mr. Davies the sum of \$13,801.43, which was paid directly to American Express. A copy of the cheque evidencing this payment is attached as Exhibit "C".

5. I agreed to loan these amounts to Mr. Davies and TSI in light of our ongoing business relationship and the outstanding fees owed to SRM, and with the expectation that these amounts will be repaid once Mr. Davies is in a position to begin working again as a developer.

6. Neither I nor SRM have made any further loans to Mr. Davies or any of his development companies.

SWORN BEFORE ME at the Township of
Centre Wellington in the Province of Ontario
on September 21, 2017



Commissioner for Taking Affidavits
(or as may be)

VINCENT J. STARRATT



EDWARD THOMAS


TAB A




PROMMISSORY NOTE

June 1, 2017

We acknowledge the loan of \$50,000.00 (fifty thousand dollars) from SRM Architects Inc. as a short term loan to Textbook Suites Inc. These funds were received June 1, 2017 and are to be repaid in approximately 6 weeks time.

Per 
Edward Thomas, President
SRM Architects Inc.

Per 
John Davies, Co-President
Textbook Suites Inc.

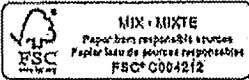
Date June 1, 2017

Date June 1, 2017

This is Exhibit "A" referred to in the affidavit of Edward Thomas sworn before me, this 21 day of September, 2017


A COMMISSIONER FOR TAKING AFFIDAVITS

TAB B



2752-528 10M3
CHIROQUE # 04461 550.000.00

SMI
Société Minière Inc.
2752-528 10M3
CHIROQUE # 04461

DATE 08/21/17
AMOUNT 550.000.00

----- 0004461 2752-528 10M3 04461-528 10M3

CHIROQUE # 04461

Deposited by the Cashier of
Société Minière Inc.
2752-528 10M3
CHIROQUE # 04461

BACKENDOR

This is Exhibit "B" referred to in the
affidavit of Edward Thomas
sworn before me, this 21
day of September 2017

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

TAB C



This is Exhibit^{"C"}..... referred to in the
 affidavit of... *Edward Thomas*
 sworn before me, this²¹.....
 day of *September* / 20 *17*

[Signature]

A COMMISSIONER FOR TAKING AFFIDAVITS



2752-5281003
 CHEQUE # 04525 \$13,801.43

		4525	
BANK OF MONTREAL 1000 Avenue du Commerce Montreal, Quebec H3B 2Y1		DATE 09/20/17	
PAY TO THE ORDER OF Edward Thomas		\$ 13,801.43	
MICR LINE: 67005256 627922-0045 0356-5781003		SIGNATURE: <i>[Signature]</i>	

CHEQUE # 04525

MICR LINE: 67005256 627922-0045 0356-5781003		MICR LINE: 67005256 627922-0045 0356-5781003	
MICR LINE: 67005256 627922-0045 0356-5781003		MICR LINE: 67005256 627922-0045 0356-5781003	

AFFIDAVIT OF EDWARD THOMAS

SMITHVALERIOE LAW FIRM LLP
265 Bridge Street
Fergus ON NIM 1T7

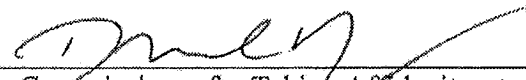
Vince Starratt (LSUC# 53601E)

Tel: 519-843-1960 x 115

Fax: 519-843-6888

TAB C

THIS IS EXHIBIT "C"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

November 1, 2017

File No.: 569424-2

SENT VIA E-MAIL

Jonathan Bell
Bennett Jones
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Dear Mr. Bell:

RE: KSV Kofman Inc. v. John Davies et al.

Further to our recent discussions, and as requested, we write to provide an update on Mr. Davies' family living expenses and the method by which those expenses are being funded.

As you are aware, until recently, Mr. Davies was charging the bulk of his living expenses to the American Express card issued to GenerX Development Partners Inc. That credit card was cancelled on or about September 16, 2017 with an outstanding balance of approximately \$33,000, which remains unpaid. At that time, Mr. Davies had \$11,700 in cash from the sale of artwork owned by the Davies Family Trust to the Pegasus Gallery in August 2017 (the details of which are set out in my letter to you dated October 16, 2017). As neither Mr. Davies nor Mrs. Davies has a bank account, the sale proceeds from Pegasus Gallery were wired to a bank account maintained by 1321805 Ontario Inc. (Mr. Thompson's company), and then provided in cash by Mr. Thompson to Mr. Davies on September 12 or 13, 2017.

Since the American Express card was cancelled, Mr. Davies' family expenses have been significantly reduced and all discretionary and lifestyle expenses have been eliminated. In addition, other than one cellphone plan (see below), Mr. Davies is no longer paying any expenses on behalf of his children. His current monthly expenses total approximately \$4,150, consisting of the following:

- Utilities for 24 Country Club Drive (heat and hydro) – approximately \$365;
- Cellphone plans for Mr. Davies, Mrs. Davies and their son Jack – approximately \$425;
- Cable and internet at 24 Country Club Drive – approximately \$245;
- Gas – approximately \$300;
- Food – approximately \$600;
- Storage fees for the furnishings from the Parkers Point cottage – approximately \$1,155;
- Utilities for the Arizona Property (gas, water and hydro) – approximately US\$360;
- Property maintenance services for the Arizona Property – approximately US\$305; and
- Internet and phone at the Arizona Property – approximately US\$150.

These expenses are now being paid primarily from Mrs. Davies' monthly earnings from her clerical position, which have increased month-over-month and are currently approximately \$2,650. These earnings are transferred directly to Jack Davies' bank account, and then either used to pay bills electronically or provided to Mr. and Mrs. Davies in cash. Any monthly shortfall is paid out of the Pegasus

Gallery sale proceeds, of which approximately \$8,500 remains. In addition, Mrs. Davies' sister has paid approximately \$2,500 of expenses on the Davies' behalf.

In the interests of full disclosure, and to further emphasize the fact that Mr. Davies has no assets other than what has already been disclosed, we note that Mr. Davies was diagnosed in 2013 with mast cell activation syndrome, which affects his immune system and renders him susceptible to life-threatening anaphylactic attacks which have hospitalized him on several occasions. He is prescribed medications for this condition which cost approximately \$1,000 a month. He has been unable to pay for these medications since the American Express card was cancelled and has not filled his prescription, which ran out several weeks ago. If Mr. Davies had access to undisclosed funds or assets, he would not be depriving himself of necessary medications.

We trust that the foregoing is sufficient. Should you require further information, please contact me at your convenience.

Yours truly,
Dentons Canada LLP



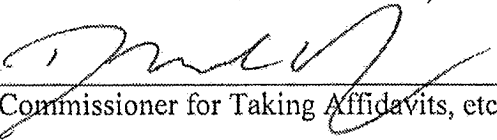
Michael Beeforth

DMB/

cc. Sean Zweig, Bennett Jones LLP
David McCutcheon
client

TAB D

THIS IS EXHIBIT "D"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

From: Beeforth, Michael <michael.beeforth@dentons.com>
Sent: 23-Oct-17 1:32 PM
To: Sean Zweig
Cc: Kraft, Kenneth; Jonathan Bell
Subject: RE: 24 Country Club
Attachments: 24 Country -payout statement- 20171023.pdf

Sean, I've set out below the answers to your additional questions in the same number as they are posed. I've also attached the updated payout statement from Moskowitz which we received this morning.

1. Mr. and Mrs. Davies are funding their lifestyle using the proceeds of art sales, details of which were provided in our letter to Mr. Bell dated October 16, 2017. As noted in our letter, these sales fall under the \$25,000 living expenses exemption in Justice Myers' August 30th order.
2. Dentons is not currently being paid, although Mr. Davies has submitted an insurance claim for defence costs under D&O insurance policies. Dentons is not acting with respect to that retainer.
3. As we have previously advised, assuming a successful sale of the Country Club property, Mr. Davies intends to live with his son in Aurora. Mrs. Davies may also live at that property, or may move to London, Ontario to live with her sister.
4. Mr. Davies is not prepared to provide a consent regarding the Arizona property or to prejudice any defences he may have under Arizona law. That property is irrelevant to the relief being sought on this motion. Mr. Davies has provided an undertaking not to sell or further encumber the Arizona property, which he has upheld since it was first provided in July. KSV is at liberty to take steps to have the order registered on title should it so choose to do so.

We do not take any position regarding the potential payment of funds into court. However, to the extent you will be making such a request of the court, we would ask that you kindly prepare draft language to insert in Justice Myers' order or endorsement.

Mike

 **Michael Beeforth**
Associate

D +1 416 367 6779
michael.beeforth@dentons.com
Bio | Website

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

大成 Salans FMC SNR Denton McKenna Long

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

From: Sean Zweig [mailto:ZweigS@bennettjones.com]
Sent: 23-Oct-17 10:48 AM

To: Beeforth, Michael
Cc: Kraft, Kenneth; Jonathan Bell
Subject: 24 Country Club

151

Mike,

We are in receipt of your motion record returnable tomorrow. We are still reviewing with KSV, but our current expectation is that we will be opposing the relief being sought. In order for KSV not to oppose, we require the following:

1. A detailed explanation as to how Mr. and Mrs. Davies are currently funding their lifestyle. We understand that the AMEX which was previously being used has been cancelled. How are Mr. Davies and his wife funding their living expenses?
2. Details as to how Mr. Davies is paying for Dentons' legal services. We and KSV find it difficult to believe that Dentons is acting without being paid and without any prospect of being paid.
3. Details as to where Mr. and Mrs. Davies intend to live after the Country Club property is sold, and how any expenses in connection with that living situation will be funded.
4. A consent, in form and substance satisfactory to KSV, which will allow KSV to register the Mareva Order on title to the Arizona property. We would think this is a non-issue for Mr. Davies given his prior undertakings regarding this property.

We are also considering the proposed payment to CRA, and may ask that those funds be paid into Court, to the extent the Court is inclined to lift the Mareva for the purpose of selling the Country Club residence.

We are available if you would like to discuss.



Sean Zweig
Partner, Bennett Jones LLP

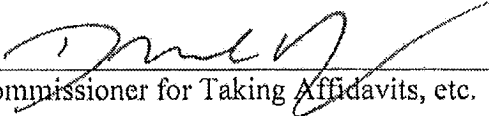
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)
E. zweigs@bennettjones.com

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

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<http://www.bennettjones.com/unsubscribe>

T A B E

THIS IS EXHIBIT "E"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

John and Judith Davies
 Monthly Budget
 Prepared as at November 30, 2017

Receipts

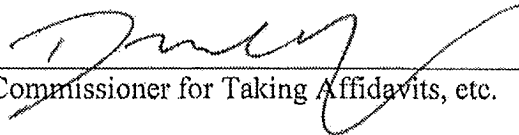
Judith Davies monthly net earnings	2300	
John Davies monthly net earnings	0	
Amounts received from:		
TSI	0	
TSSI	0	
MCIL	0	
Advances		
Other		
Total receipts	<u>2300</u>	

Disbursements

Mortgages and rent		
Arizona	0	
Toronto	0	
Other	0	
Utilities		
Arizona		
Phone/Internet	153	US 120
Hydro	500	US 390
Water	130	US 100
Gas	13	US 10
Pool maintenance	160	US 125
Property maintenance	255	US 200
Security	203	US 158
Toronto		
Hydro	140	
Water	0	
Gas	80	
Cable/Internet	330	
Cell phone	335	
Car payments	0	
Payments to family members	0	
Entertainment	0	
Food and beverage	600	
Loan repayments	0	
Storage fees for Parkers Point furnishings	1155	
Gas	<u>500</u>	
Total disbursements	<u>4554</u>	
Receipts less disbursements	<u>-2254</u>	

TAB F

THIS IS EXHIBIT "F"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Bueforth

From: <Arizona_Do_Not_Reply@cox.com>
Date: November 20, 2017 at 9:56:42 PM EST
To: <judydavies67@rogers.com>
Subject: Your Cox Bill Statement is ready on Cox.com



your friend in the digital age.®

Your Cox Bill Statement is ready on Cox.com



Dear Judy Davies,

Your most recent Cox Communications bill statement is now available online on Cox.com.

Sign in today to sign up for EasyPay automatic payments or to pay your bill, view recent activity and order new services.

Account Summary as of November 17, 2017
Account Number: 001-8501-133263302

Find it Fast...

-  Bundle and Save
-  My Connection
-  Sign into Webmail
-  View & Pay Your Bill
-  Easy Pay - Bill Payment
-  Manage Your Pin
-  Store Locator

Service at: 35410 N 66TH PL,
CAREFREE, AZ 85377-0000
TOTAL DUE BY December 11, 2017: \$118.39

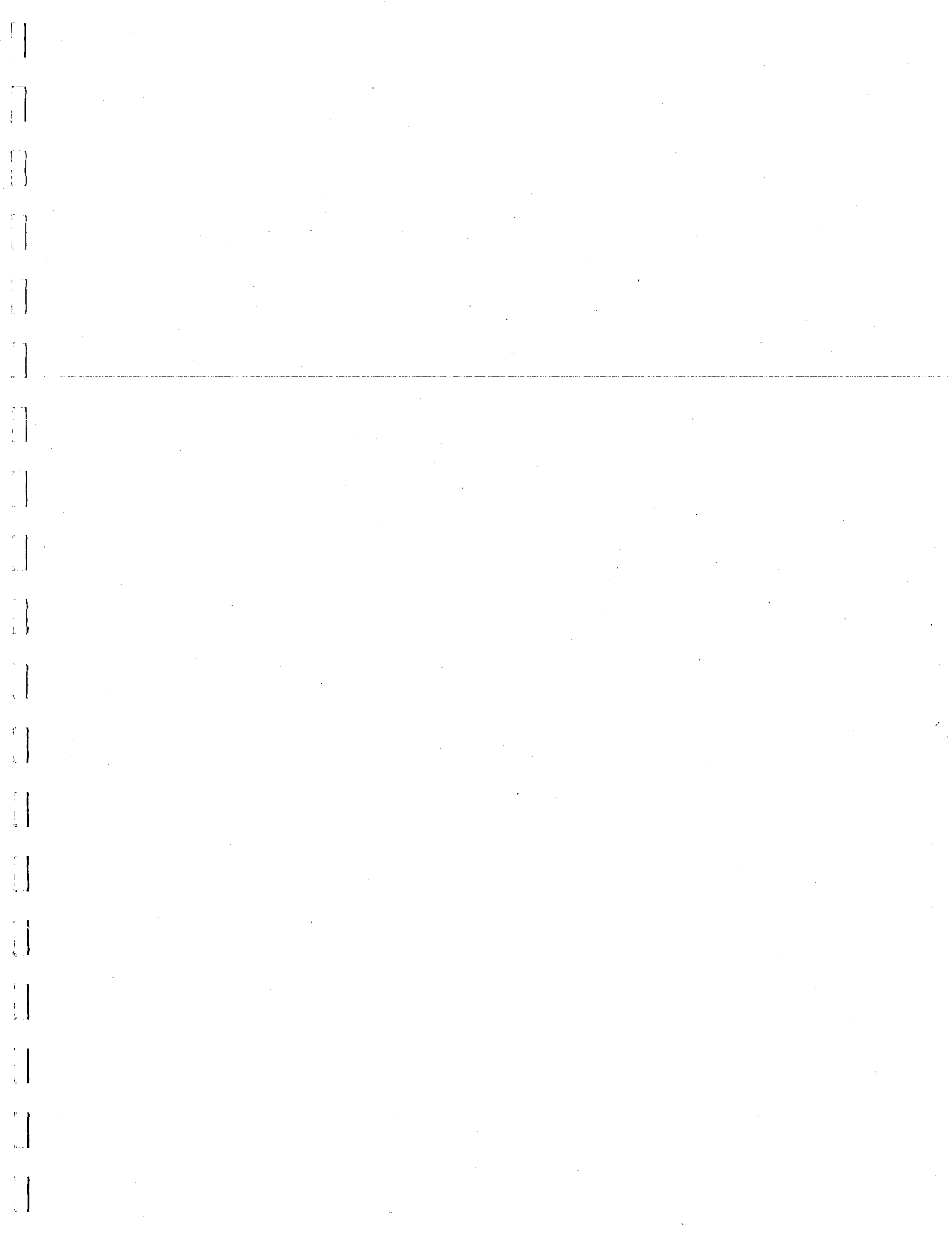
On Cox.com you have 24/7 access to your account. Just sign in to [Interactive Bill](#) for access to current and past statements, account activity and more.
Thanks for choosing Cox Communications!

Customer Support Links

- >Get help with TV
- >Get help with Internet
- >Get help with Telephone
- >Get help with Billing
- >Contact Customer Service

Company Information

- [Cox News](#)
- [Careers at Cox](#)
- [Cox Diversity](#)
- [Cox in the Community](#)
- [Press Inquiries](#)
- [Contact Us](#)
- [Cox Privacy Policy](#)



Your electricity bill

Bill date: November 1, 2017

Summary of what you owe

Amount due on your last bill	\$873.50
Payment made	-\$873.50
Your balance forward	\$0.00
Your new charges (details on following pages)	
Cost of electricity (includes taxes and fees)	\$392.74
Total amount due	\$392.74
Payment due date	Nov 16, 2017

Judy Davies

YOUR ACCOUNT NUMBER:

0394921000

FOR SERVICE AT:

35410 N 66 PI

Questions?

- Log in to My Account at aps.com
- Go to support.aps.com for help
- Stay informed. Visit aps.com/alerts

Important Account Update

The service plan you are currently on is being discontinued. As a result, between February and April 2018, your account will transition to a new plan that is similar to your current one. You will receive a notification at or around a month prior to your plan transition with more information. No action is required on your part. However, if you prefer to choose a new plan now, visit aps.com/plans or call us at (877) 371-6820.

See savings in a different light

Did you know the average home has about 50 light bulbs? Switching to LEDs can help you save. They use up to 90% less energy than incandescent bulbs and can save you up to \$80 over the lifetime of each bulb.

To learn more about ways in which you can switch to save, please visit aps.com/lighting.

Page 1 of 3

See page 2 for more information.



Your account number **0394921000** Bill date **November 1, 2017**

Mailing address or phone number change?
Check here and fill in the details on the back.

000001252 I=**0000000000**

JUDY DAVIES
24 COUNTRY CLUB DR
KING, ON L7B 1M5

When paying in person, please bring the bottom portion of your bill.

Total amount due: \$ **392.74**

Payment due date: **Nov 16, 2017**

Total amount paid: \$ _____

Pay 24 hours-a-day, 7 days a week

- Visit aps.com/paybill
- Download our free, mobile app
- Call 602-371-6555 or 866-776-0445

000000003949210003020171101000087350100003927429 000



News from APS

Things you need to know

Contacting APS

- Visit our website: aps.com
- Call us at:
602-371-7171 (Phoenix) or 800-253-9405 (Other areas)
- Para servicio en español, llame al:
602-371-6861 (Phoenix) ó 800-252-9410 (Otras áreas)
- Hearing impaired:
Dial 711 - AZ Relay Service
- By mail: APS, Station 3200, PO Box 53933,
Phoenix AZ 85072-3933
- Blue Stake - Before you dig, call:
811 or 800-782-5348
- Electrical emergencies other than power outages, call:
602-258-5483 (Phoenix) or 800-253-9408 (Other areas)

Billing and collection information

Make checks payable to APS and mail to:

APS, PO Box 2906, Phoenix AZ 85062-2906

Credit and Collections:

602-371-7607 (Phoenix) or
800-253-9409 (Other areas)

- Your utility bill is due and payable no later than 15 days from the bill date. Late payments will be considered delinquent and are subject to a late payment charge of 1.5% per month.
- If your power is shut off for nonpayment, you must pay the delinquent amount(s) and a deposit or additional deposit before power will be restored.
- Deposit Guidelines: APS may require a security deposit for service if the account, during a consecutive 12-month period, becomes delinquent with two or more bills or has been disconnected for nonpayment or, when a Non-Residential customer's financial condition may jeopardize bill payment (determined by APS using a credit scoring worksheet).
- When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we process your check electronically you will not receive your check back from your financial institution and funds may be withdrawn from your account on the same day we receive your payment.

Utility regulations and rates (Not an APS payment site)

Electricity regulations and rates are approved by:

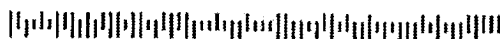
Arizona Corporation Commission,
1200 W Washington, Phoenix AZ 85007
602-542-4251 (Phoenix) or 800-222-7000 (Other areas).
www.azcc.gov

Mailing address or phone number change

First name, middle name, last name		
Address (number, street name)		
City	State	Zip + 4
Home phone ()	Business phone ()	



PO BOX 2906
PHOENIX AZ 85062-2906



Your electricity bill
November 1, 2017

Judy Davies

Your account number
0394921000

Service plan: Standard Rate

Meter number: R33651
Meter reading cycle: 01

Charges for electricity services

Cost of electricity you used

Customer account charge	\$2.12
Delivery service charge	\$90.28
Environmental benefits surcharge	\$7.13
System benefits charge	\$8.01
Power supply adjustment*	\$1.61
Metering*	\$3.02
Meter reading*	\$2.09
Billing*	\$2.35
Generation of electricity*	\$184.68
Federal transmission and ancillary services*	\$31.82
Federal transmission cost adjustment*	\$9.47
LFCR adjustor	\$8.73
Cost of electricity you used	\$351.31

Taxes and fees

Regulatory assessment	\$0.96
State sales tax	\$20.12
County sales tax	\$2.52
City sales tax	\$10.78
Franchise fee	\$7.05
Cost of electricity with taxes and fees	\$392.74

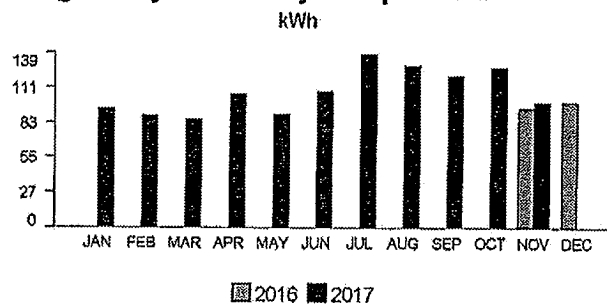
Total charges for electricity services \$392.74

* These services are currently provided by APS but may be provided by a competitive supplier.

Amount of electricity you used

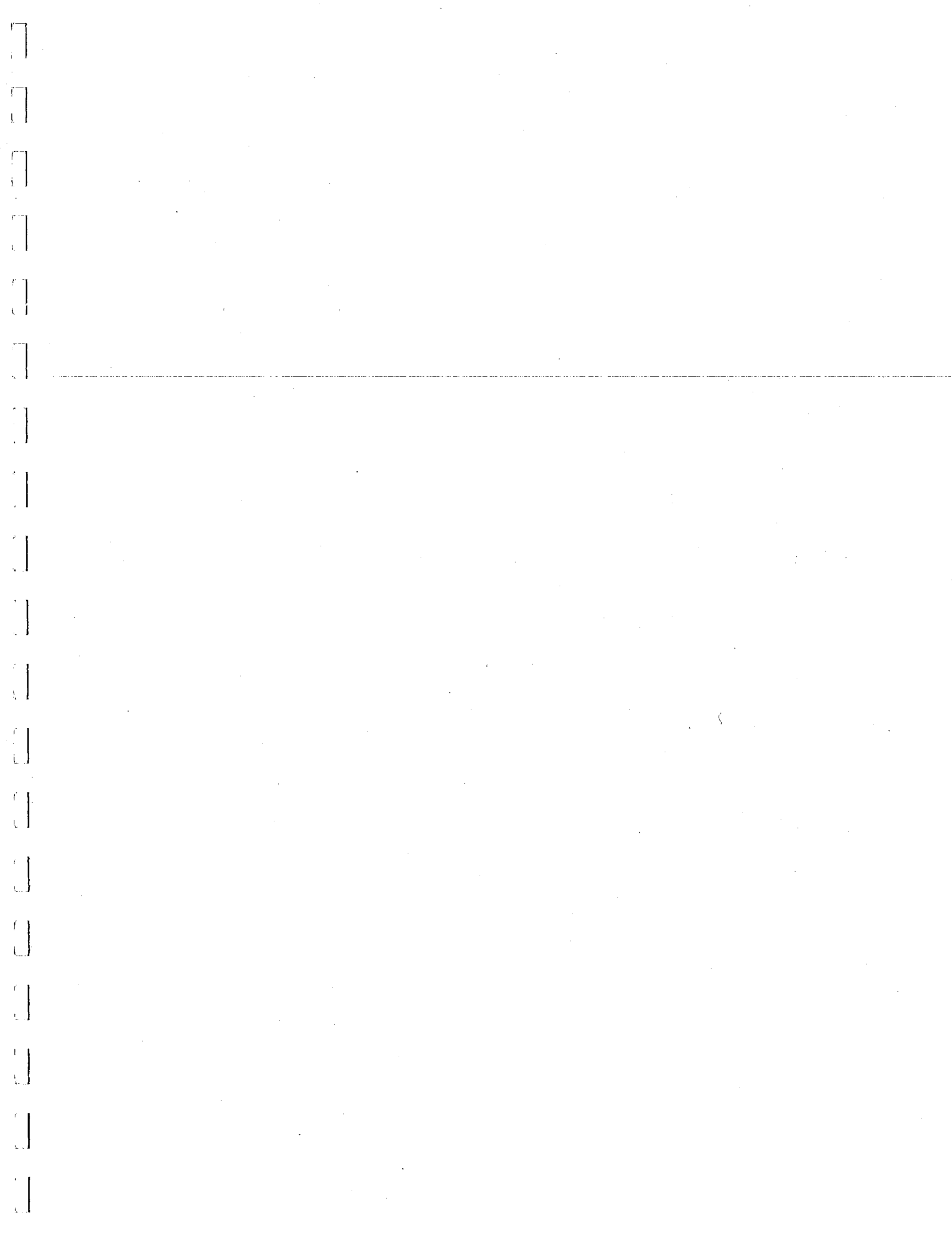
Meter reading on Nov 1	87571
Meter reading on Oct 3	84670
Total electricity you used, in kWh	2901

Average daily electricity use per month



Comparing your monthly use

	This month	Last month	This month last year
Billing days	29	32	29
Average outdoor temperature	77°	84°	78°
Your total use in kWh	2901	4085	2868
Your average daily cost	\$13.54	\$27.26	\$12.44





P.O. Box 702
 Carefree, Arizona 85377
 480-488-9100

Save postage and use our payment drop box located down the center hallway across from the post office.

BILLING DATE
10/31/2017

ACCOUNT NUMBER
3059

DUE DATE
11/22/2017

AMOUNT DUE
98.38

AMOUNT PAID _____

JUDY DAVIES
 24 COUNTRY CLUB DRIVE
 KING CITY, ON L7B-1M5

GO GREEN BY SWITCHING TO A PAPERLESS BILL!
 Please write your email address here to sign up.
 Thank you!

PLEASE TEAR AND INCLUDE THE ABOVE STUB WITH PAYMENT. KEEP THE BOTTOM PORTION FOR YOUR RECORDS.

DESCRIPTION	METER READINGS		GALLONS USED	AMOUNT
	PRESENT	PREVIOUS		
	1136531	1124458	12073	
Payments Received				-102.03
Previous Unpaid Balance				-3.50
Base Charge for Meter Classification: WR1				43.03
Tier 1: Usage \$3.48 per 1,000 first 8,000				27.84
Tier 2: Usage \$4.68 per 1,000 from 8,001 to 20,000				19.06
Tier 3:				
Tier 4:				
Tier 5:				
Set-up Fees/Adjustments				
Late Fees/Interest Charges				
Credit Card Convenience Fees				3.50
Tax 9.3% (State Water Usage Tax .0065/1000 gals. Included in tax total)				8.45
EyeOnWater Payment Plan				
Total Current Charges				98.38
Due Upon Receipt - Delinquent After 11/22/2017			TOTAL DUE \$	98.38

CUSTOMER
DAVIES, JUDY
SERVICE ADDRESS
35411 66TH PLACE

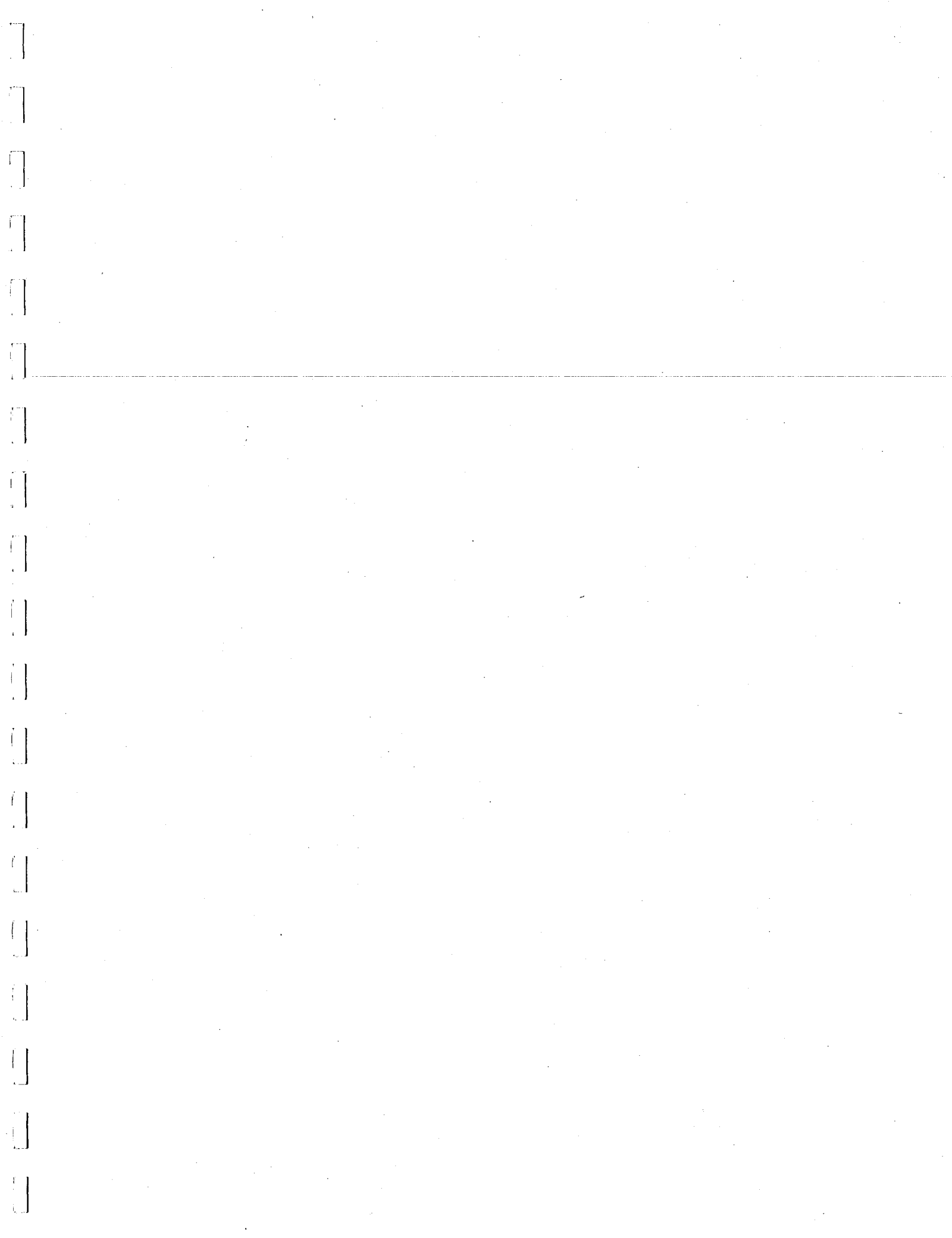
BILLING PERIOD	
09/27/17 - 10/30/17	
ACCOUNT NUMBER	BILLING DATE
3059	10/31/2017

CURRENT USAGE 12073
 LAST MONTHS USAGE 12038
 LAST YEARS USAGE 13749

Want to get the latest Carefree news sent right to your inbox?

Sign up to receive COINS (Carefree Official Information Notification System) for the latest Town News, Events and Business: <http://www.carefree.org/list.aspx>

CAREFREE WATER COMPANY P.O. BOX 702, CAREFREE AZ 85377
 Office 480-488-9100, Fax 480-575-9802, www.carefreewaterco.com WATER EMERGENCY call 480-252-7661
 Billing questions? You may email billing@carefreewaterco.com.





SOUTHWEST GAS CORPORATION

Customer Assistance
Asistencia al Cliente
Toll Free/Llamada Gratis
1-877-860-6020

PO Box 98890
Las Vegas NV 89193-8890

Hearing Impaired: Dial 711
www.swgas.com

PLEASE RETAIN THIS TOP PORTION FOR YOUR RECORDS

JUDITH L DAVIES
GENERAL DELIVERY
CAREFREE AZ 85377

DUPLICATE

Service Address: 35410 N 66TH PL 85377
Rate Schedule: 010/G-5 RESIDENTIAL GAS SERVICE
Your Local Office Is 2200 N CENTRAL, STE 101, PHOENIX AZ 85004

Table with columns: ACCOUNT NUMBER, CYCLE, DATE MAILED, PAST DUE AFTER, PLEASE PAY AMOUNT DUE. Values: 421-6428597-002, 09, 11/15/17, 12/04/17, \$4.63

Table with billing details: PREVIOUS BILLING, CURRENT BILLING, Meter Reading, Usage Charges, Delivery Charge Adj, Basic Service Charge, DOT Safety Surcharge, Applicable Revenue Taxes. Total Current Bill: \$17.58

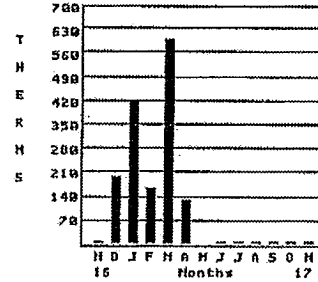
*** Sign up for paperless billing at www.swgas.com ***

Due on or before: 12/04/17 Amount due: \$4.63

Important Messages:

Your next meter read date is: Dec. 14, 2017

HELP YOUR NEIGHBORS IN NEED PAY THEIR UTILITY BILLS BY CONTRIBUTING TO THE ENERGY SHARE PROGRAM... SELECT THE TAX-DEDUCTIBLE AMOUNT YOU'D LIKE TO CONTRIBUTE AND HE'LL MAKE SURE YOUR DOLLARS HELP YOUR NEIGHBORS IN NEED.



Gas Usage History Information table with columns: This Month, Last Month, Last Year, Therms / Days, Avg Daily Therms.

Summary table: Previous Balance (12.95CR), Payments & Adjustments (0.00), Balance Forward (12.95CR), Current Bill (17.50), Current Balance (4.63), AMOUNT DUE (\$4.63)

PLEASE SEE REVERSE SIDE FOR RULES AND REGULATIONS @ RETURN BOTTOM PORTION WITH PAYMENT

*** Sign up for paperless billing at www.swgas.com ***

Table with columns: ACCOUNT NUMBER, CYCLE, DATE MAILED, PAST DUE AFTER, AMOUNT DUE. Values: 421-6428597-002, 09, 11/15/17, 12/04/17, \$4.63

JUDITH L DAVIES
GENERAL DELIVERY
CAREFREE AZ 85377

SOUTHWEST GAS CORPORATION
PO Box 98890
Las Vegas NV 89193-8890

421642859700200000004630000012950

This bill is now due and payable. Please make check payable to SWG and write account number on front of check or money order. Do not send cash through the mail or place cash in the night depository.

NOTICE TO SOUTHWEST GAS CORPORATION (SWG) ARIZONA CUSTOMERS

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CUSTOMER QUESTIONS OR ASSISTANCE NEEDED? Visit www.swgas.com and create a MyAccount to view, manage, and customize your gas account online, or call our local toll-free number (toll-free) at 1-877-860-6020 for billing questions.

Basic Service Charge - This monthly charge recovers a portion of the cost for delivering natural gas.

Bill Detail - Customers may request a detailed version of their gas bill by accessing MyAccount or calling 1-877-860-6020.

Billing Factor - The billing factor is used to convert the metered volume of gas into units of heat energy which are called therms. SWG bills customers on a per therm basis for the amount of energy contained in the gas delivered. The current reading minus the previous reading, times the billing factor, equals the number of therms you have used in the current billing period.

Customer Buried Gas Piping - Customers may have underground gas piping that is not maintained by SWG. (Reference Federal Regulation 49 CFR Part 192.16) This piping, which is typically located between the gas meter and a building or outdoor gas appliance, may consist of buried steel gas lines. Steel gas lines are subject to the effects of corrosion if they are not maintained, which could result in leakage. Regardless if the pipe is steel or plastic, it is important that underground natural gas piping is periodically monitored to identify potential problems that might cause a hazardous condition. Federal regulations encourage customers to employ qualified plumbing and heating contractors for all inspections, monitoring, and repairing of customer buried gas piping. Unsafe conditions discovered must be repaired immediately. For assistance in locating licensed plumbers or contractors, or reviewing relocation, replacement, or maintenance options, call Energy Services at 1-800-654-2765. Remember, call before you dig to locate gas piping in advance, and excavate by hand.

Delivery Charge Adjustment Provision - The Delivery Charge Adjustment Provision (DCA) limits the amount SWG recovers in delivery charges to the amount authorized. Any differences between the amount authorized and the amount received are adjusted annually. The DCA is applicable to residential and Small, Medium, L1 and L2 rate schedules.

Deposits - If you are an existing customer, your deposit will be credited to your account, with any applicable interest, after continuous service and timely payment of bills in accordance with SWG commission approved rules. If your service has been discontinued, either at your request or by SWG, your deposit, plus any applicable interest, will be refunded to you, less the amount of any unpaid bills.

Disconnection of Service at Customer Request - Please call SWG at least five (5) working days in advance of the date you wish to have service disconnected. If SWG is not notified, service will continue to be billed to the customer of record.

DOT Safety Surcharge - This charge recovers the cost of government mandated pipeline safety programs.

Electronic Check Conversion - When a check is provided as payment, SWG is authorized to either use information from the check to make a one-time electronic funds transfer from the account or to process the payment as a check transaction.

Emergency Service - In case of an emergency or if you smell natural gas, call SWG at 1-877-860-6020, or dial 911. Emergency service is also available by calling: Phoenix/Central Arizona 1-800-528-4277, Tucson/Southern Arizona 1-800-722-4277 or, Bullhead City, Parker, and Ehrenberg 1-800-447-5422.

Low Income Residential Discount - Provides a 30 percent discount to income-qualified customers. This is applied to the first 150 therms of natural gas used each month from November 1 through April 30.

Notice to Employers - Request a Material Safety Data Sheet (MSDS) for natural gas by calling Energy Services at 1-800-654-2765 or visiting www.swgas.com/emergencysafety. Please ensure your employees know how to obtain MSDS information.

Past Due Date/Late Pay Charge - The monthly bill is due and payable upon presentation and becomes past due if not paid by the "Past Due After" date on the bill. A late pay charge may be added to any past due amount.

Rates and Other Information - The Rules and Rate Schedules of SWG are available at your nearest SWG Customer Business Office or by going online at www.swgas.com. The address and telephone number of the office that serves you are printed on the front of this bill (top).

Right of Access and Bill Estimation - SWG will have the right of access to your premises for any purpose normally connected with the furnishing of natural gas service(s). If SWG is unable to read a meter on the scheduled date because of circumstances beyond its control, SWG will calculate the bill based upon estimated usage for that billing period.

Service Establishment and Reestablishment Charge - For each establishment of service there is a charge which appears on the first bill following the establishment of service. This charge partially covers the costs incurred to set up the service and create the account in the SWG billing system. Whenever gas service is turned off because of nonpayment, the delinquent bill, plus a reestablishment charge, must be paid and credit reestablished before service will be restored.

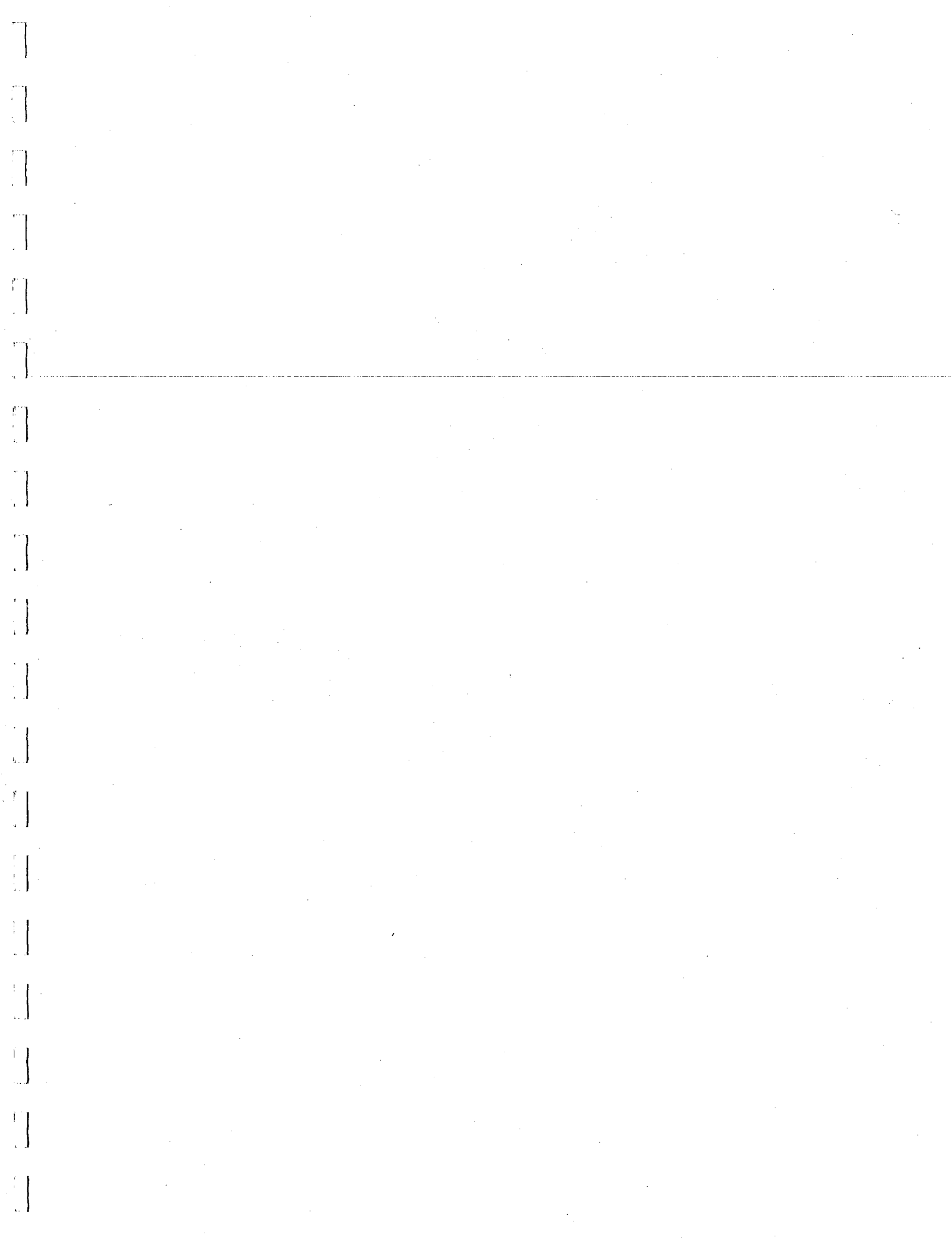
Special Services - Every effort will be made to ensure uninterrupted service to residential customers who notify SWG about permanent residents in their household who are seriously ill, disabled, or elderly. Also, in an effort to avoid service being turned off, any residential customer may elect to designate a third party (agency or individual) to receive a copy of all Disconnect Notices.

Usage Charge - Usage charges recover the cost of delivering natural gas which is not recovered in the Basic Service Charge, and the cost of natural gas purchased by SWG on behalf of our customers.

212, m01, 16

Should you believe you have been billed incorrectly, please contact SWG at our toll-free number (toll-free) 1-877-860-6020. If you thereafter wish to dispute this bill, you should pay the undisputed portion of the bill and notify SWG that the amount unpaid is in dispute. Service will be continued pending investigation by SWG. Upon notification by SWG of its investigation results, you may pay the amount due within five (5) working days to prevent discontinuance of service. If the dispute is not resolved, you should submit a written statement of the facts of the dispute to the Arizona Corporation Commission at 1200 West Washington Street, Phoenix, Arizona 85007 (602) 542-4251 or toll-free 1-800-222-7000, or 400 West Congress Street, Suite 218, Tucson, Arizona 85701 (520) 628-6550 or toll-free 1-800-535-0148.

Payments - Take advantage of our customer service features at www.swgas.com where you can view a variety of payment options, and find easy steps to pay your gas bill online. Create a MyAccount to view, manage, and customize your gas account online. To pay by ATM/debit/credit card, call Western Union@Speedpay@ toll free at 1-866-263-5188.



Thomas Pool Care
PO BOX 42024
Phoenix, AZ 85080 US
(602) 282-4279
thomaspoolcare@gmail.com

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**THOMAS
POOL CARE**

INVOICE

BILL TO
John Davles
35410 N. 66th Place
Carefree, AZ 85377

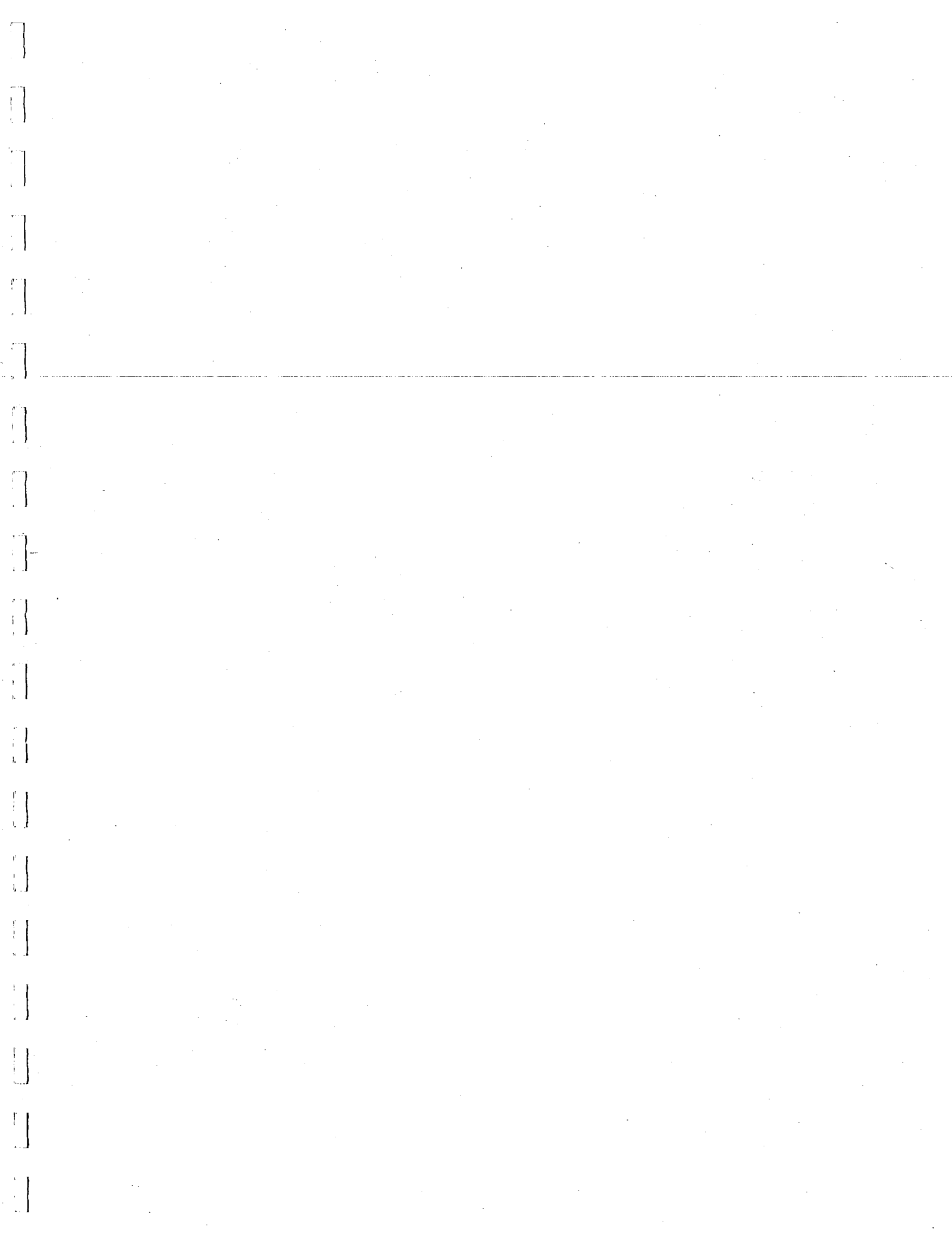
INVOICE # 1020
DATE 09/20/2017
DUE DATE 10/05/2017
TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT
Monthly Service October	1	125.00	125.00

Thank you very much for your business!

BALANCE DUE

\$125.00



Services Summary

Previous Balance \$158.34
Total Due \$158.34

Billing Questions? Call:800.238.2455
Monday thru Friday: 8AM - 10PM EST
Saturday: 9AM - 6 PM EST

IMPORTANT MESSAGES

Enjoy Enhanced Security Today

ADT Pulse® takes your security to the next level. View live video while you're away. Remotely lock/unlock doors. Control lights, temperature and more. All on your smartphone. Call 800.931.3987 to see if you qualify for our special offers.

Dropping Your Home Phone Line?

ADT home security works even if you don't have a land line. With ADT CellGuard, stay monitored with a primary or backup cellular connection. Add it to the system today. Call 800.371.9210 for more details.

Protect Your Digital World

ADT and McAfee have teamed up to bring you McAfee LiveSafe™ - ADT Security® Edition to help protect you from online viruses, identity theft and more. Get digital protection for your computer and mobile devices. Go to www.ADT.com/mcafee today.

Be Aware of Deceptive Sales

Deceptive door-to-door sales reps may try to get you to cancel your ADT security. Don't get scammed. Stay protected. Find Safety Tips in our Safety Center at ADT.com.



* Taxable charges indicated by (*)

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When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

MY BILLING INFORMATION IS INCORRECT. PLEASE CHANGE IT TO:

If you are moving, please do not complete this section. Please contact us at 800.238.7887.

ADT CUSTOMER ACCOUNT NUMBER

Grid for ADT Customer Account Number

BUSINESS/ACCOUNT NAME

Grid for Business/Account Name

Grid for City

Grid for Billing Location Phone

Grid for Billing Location Fax

Grid for Service Location Phone

Grid for Email Address

Grid for Email Address

For your convenience, you may fax the completed form to 888.947.8917, or mail the completed form to the following address: ADT Security Services, Attn: Billing Dept., 3190 S. Vaughn Way, Aurora, CO, 80014



AUTHORIZED SIGNATURE (**REQUIRED**)

DATE

PRINT NAME



ADT Security Services
11611 South Valley Parkway
Aurora, CO 80014

Hi. In case you forgot, your payment is past due.

Dear Valued Customer,

Sometimes it seems like there aren't enough hours in the day to even accomplish the little things. With that in mind, we completely understand why your payment to ADT might have been overlooked last month - or perhaps sent to us late. We want to remind you that your payment of \$158.34 is now past due.

It's easy to get your account up to speed. You can make a payment by:



Visit www.MyADT.com.
Look for the Express Pay button
and sign up for EasyPay.



Use **MyADT App**.
Download the mobile app today.



Make a payment 24/7 by calling
800.ADT.BILL (800.238.2455).



Follow instructions in the payment
tear-off section at the bottom of
the statement.



If you have questions about your bill or service, please call us so we can resolve any issues. We are available Monday through Friday from 8 a.m. - 11 p.m. ET. It is our privilege to be your security provider and continue to help you protect what matters most.

Sign up for EasyPay Over 4.6 million ADT customers use the convenience of EasyPay every month. Sign up at www.MyADT.com for free, keep your account up to date, and access other features. We look forward to serving you.

Sincerely,
Your ADT Customer Care Team

CUSTOMER INFORMATION

Account #: 401816938
Due Date: November 29, 2017
Amount Due: \$158.34
Days Overdue: 30

Important Information

BALANCE OF CONTRACT CHARGES: If you are under contract at the time of your service cancellation, ADT will charge you for the balance of your contract in accordance with your contract.

COLLECTION AGENCY PLACEMENT: ADT will place the final balance due with a collection agency which will contact you for payment.

CREDIT BUREAU REPORTING: ADT may report the status of your past due balances to the different credit bureaus.

CORRECT ADDRESS FOR PAYMENTS: If you choose to mail in a check, it is preferred that you use the payment coupon and return envelope included with your bill. Otherwise, please send the check to the address below and make sure to include your ADT customer account number from your bill.

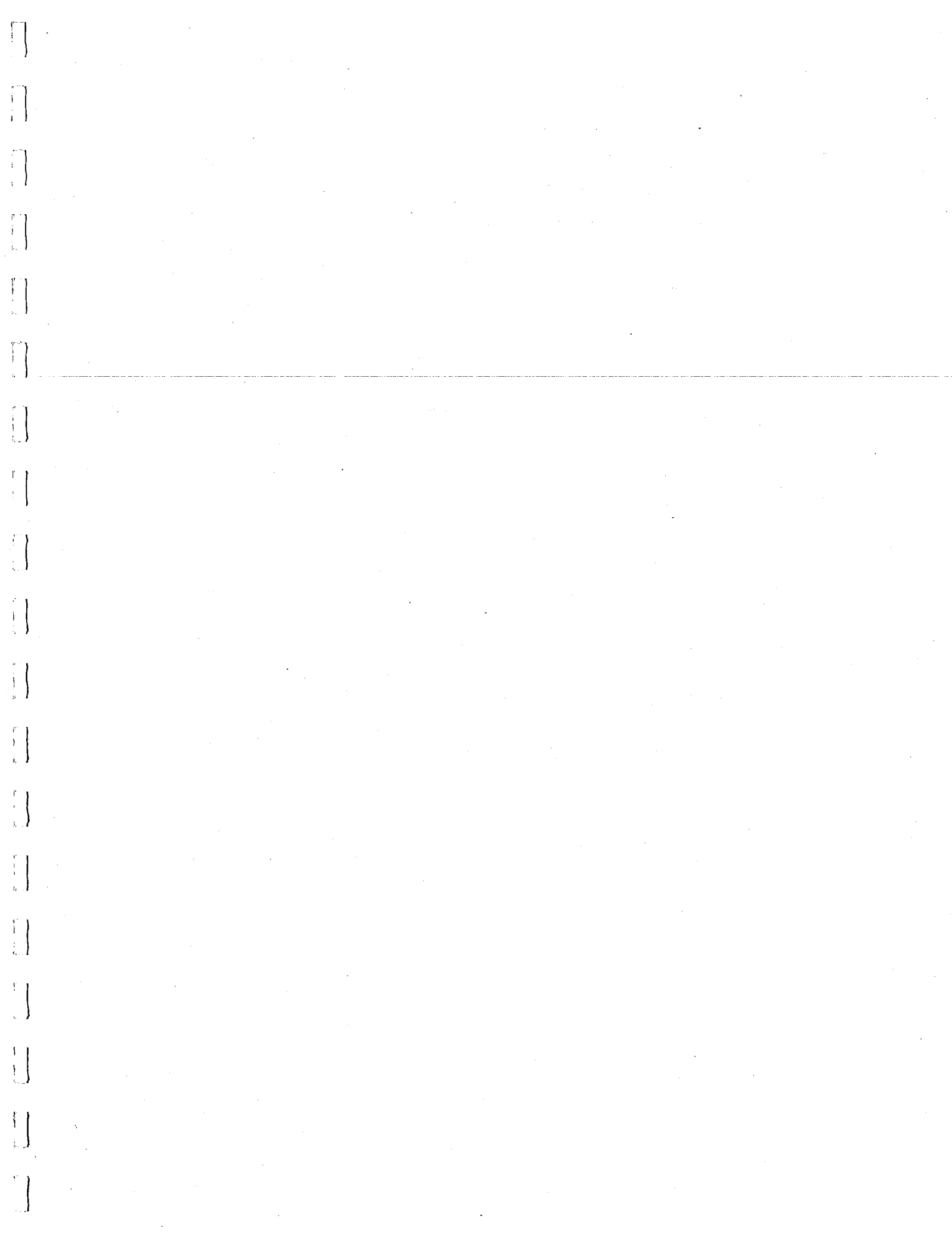


ADT SECURITY SERVICES
P.O. BOX 371878
PITTSBURGH, PA 15250-7878

If you have signed up for paperless bills or if you have signed up for the ADT EasyPay Service, you will automatically receive email notifications when ADT issues your bill. These notifications will be sent to Your Email Address. Additionally, ADT will deliver all other written notices it provides to you about your ADT Contract or your Account to Your Email Address including, without limitation, payment reminders, default notices, late payment notices and termination notices. If you have signed up for any of these services, you may not 'opt-out' of receiving these email communications, unless you discontinue your ADT EasyPay service. To ensure you receive future ADT communication, please add ADT@safehome.com to your address book.

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MS 15019511





Service address: MRS. JUDITH DAVIES
24 COUNTRY CLUB DR

Your account number: 200074759483

Bill Cycle 05

Billing date: November 24, 2017

Customer service

Hydro One Networks Inc.
PO Box 5700
Markham, Ontario L3R 1C8

www.HydroOne.com

For billing and service
inquiries, call
1-888-664-9376
Monday to Friday
7:30 a.m. - 8 p.m.

For 24-hour power
outages or emergency
service, call
1-800-434-1235

Standard Service supplied by
Hydro One

Here's what you owe

Balance forward	\$0.00
Your new charges	\$139.32
Total amount you owe	\$139.32



The total amount you owe, as indicated on this bill, is due on the billing date. Your payment for this invoice is due on **December 13, 2017** (the Required Payment Date).



If payment is not received by **December 13, 2017** (the Required Payment Date), a late payment charge of 1.5% compounded monthly (19.56% per year) will be calculated from the billing date and applied to your next bill.

Ontario's Fair Hydro Plan saved you \$60.91 on your bill. This amount includes the 8% Provincial Rebate.

The Ontario Energy Board has announced there is no change to electricity prices this winter (November 1, 2017 to April 30, 2018). The threshold for tiered electricity prices has changed to 1,000 kWh a month, effective November 1, 2017. This threshold will be in place until April 30, 2018.

It just got easier to pay your Hydro One bill. Sign up for Paperless Billing today to view and pay your bill online. You'll save time, paper and postage. For more details on Paperless Billing, go to www.HydroOne.com/Paperless.

For energy efficiency tips to manage your bill visit www.HydroOne.com/SaveEnergy.

Point of Delivery: 11102681

Compare the electricity you are using+	Number of days	Average electricity you used per day (kWh)	Type of read
Oct 19, 2017 - Nov 17, 2017	29	32	Actual
Sep 19, 2017 - Oct 19, 2017	30	46	Actual
Aug 17, 2017 - Sep 19, 2017	33	77	Estimate
Jul 21, 2017 - Aug 17, 2017	27	80	Actual
Jun 19, 2017 - Jul 21, 2017	32	98	Actual
May 18, 2017 - Jun 19, 2017	34	38	Estimate
Oct 20, 2016 - Nov 17, 2016	28	36	Actual



Please return this slip with your payment.

Your account number: 200074759483

Total amount you owe **\$139.32**

Amount enclosed

\$

MRS. JUDITH DAVIES
24 COUNTRY CLUB DR
KING CITY ON L7B 1M5

HYDRO ONE NETWORKS INC.
PO BOX 4102 STN A
TORONTO ON M5W 3L3



Service address: MRS. JUDITH DAVIES
24 COUNTRY CLUB DR

Your account number: 200074759483

How we calculated your charges

Balance forward	Amount of your last bill	\$201.00
	Amount we received on November 9, 2017 - thank you	\$201.00 CR
	Balance forward	\$0.00

Your electricity charges	Your service type is Residential - Medium Density	
	Electricity used this billing period	
	We read your meter J2852801 on November 17, 2017	055224
	We read your meter on October 19, 2017	- 054291
	Difference in meter readings	000933
	Metered usage in kilowatt-hours (933 x 1) = 933 kWh	
	Electricity: 813 kWh @ 7.7000 ¢	\$62.61
	120 kWh @ 9.0000 ¢	\$10.80
	Delivery	\$55.11
	Regulatory Charges	\$4.16
	Debt Retirement Charge	\$0.00
	HST (87086-5821-RT0001)	\$17.25
	8% Provincial Rebate	\$10.61 CR
	Total of your electricity charges	\$139.32

Electricity : This is the cost of the electricity supplied to you during this billing period and is the part of the bill that is subject to competition.

Delivery : These are the costs of delivering electricity from generating stations across the Province to Hydro One then to your home or business. This includes the costs to build and maintain the transmission and distribution lines, towers and poles and operate provincial and local electricity systems. A portion of these charges are fixed and do not change from month to month. The rest are variable and increase or decrease depending on the amount of electricity that you use.

The delivery charge also includes costs relating to electricity lost through distributing electricity to your home or business.* Hydro One collects this money and pays this amount directly to our suppliers.

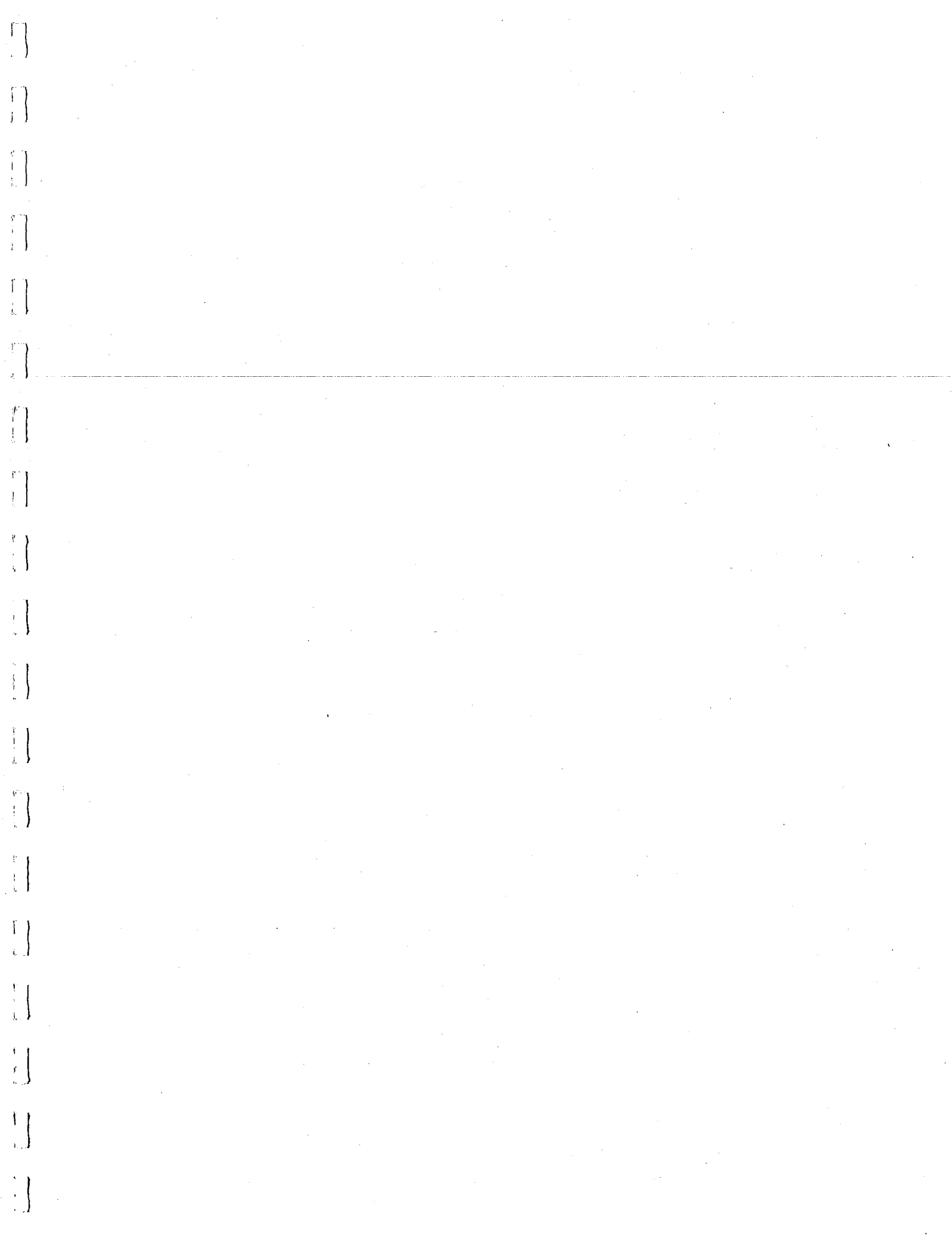
*When electricity is delivered over a power line, it is normal for a small amount of power to be consumed or lost as heat. Equipment, such as wires and transformers, consumes power before it gets to your home or business.

Regulatory Charges : Regulatory charges are the costs of administering the wholesale electricity system and maintaining the reliability of the provincial grid and include the costs associated with funding Ministry of Energy and Infrastructure conservation and renewable energy programs.

Debt Retirement Charge : The debt retirement charge pays down the debt of the former Ontario Hydro.

NOTE: For a detailed explanation of electricity terms, please visit www.HydroOne.com or www.ontarioenergyboard.ca.

+Your consumption is based on metered use. Historically this was based on adjusted use.



1 of 3

enbridgegas.com

Contact Us

Enbridge Gas Distribution Inc.
 6000 SHEPPARD AVENUE EAST, SUITE 100
 SCARBOROUGH, ONTARIO M1S 1S7
 TEL: 416-491-5827

For all other Enbridge inquiries:
 Call: 1-877-962-2424
 Email: customerservice@enbridge.com
 Fax: 1-888-713-1211
 Mail: PO Box 890, Scarborough
 ON, M1X 2E3

Messages From Enbridge

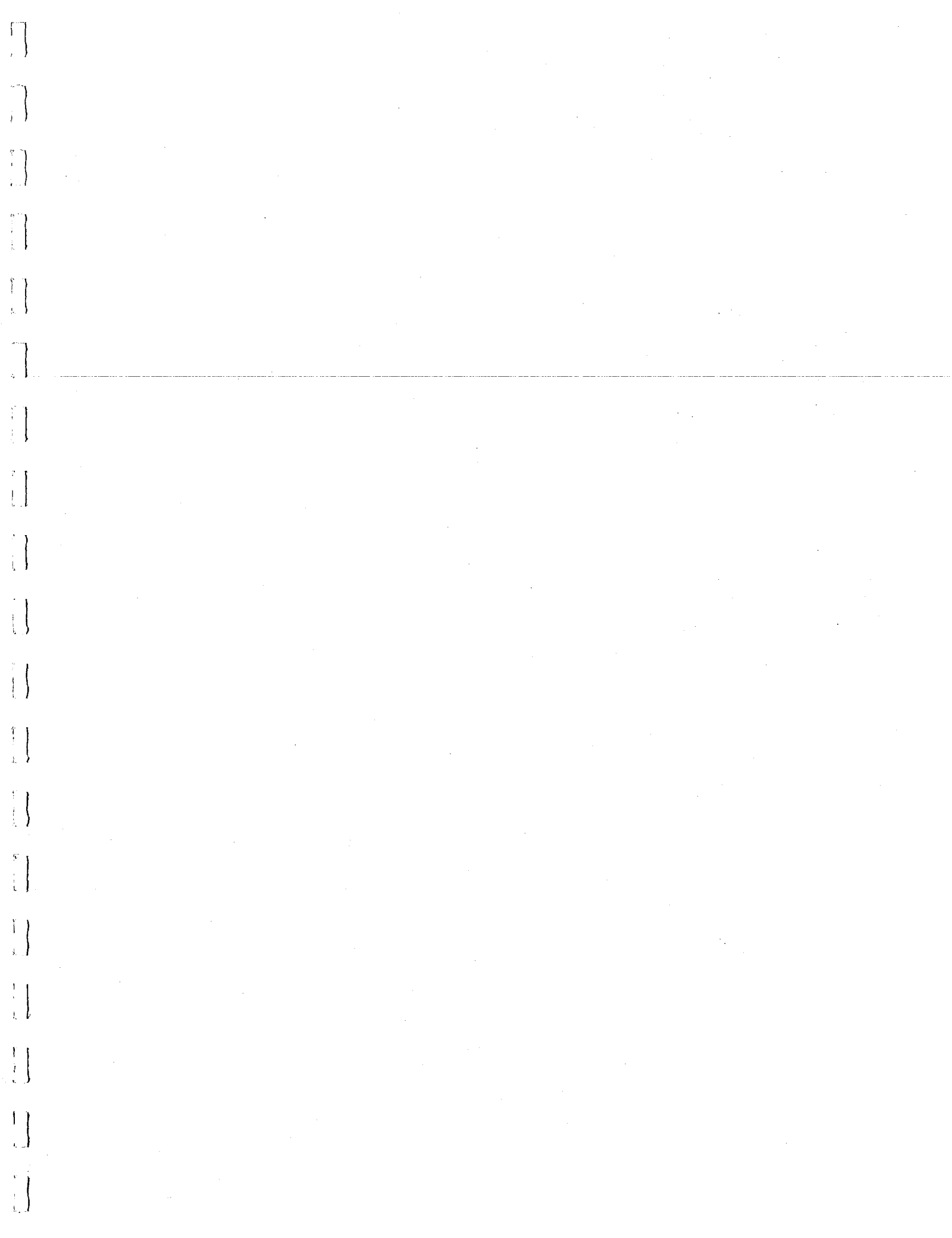
All payments made to Enbridge are accepted under the express condition that the Company may demand payment of account balances irrespective of any conditions attached to the payment by the customer.

IMPORTANT NOTICE
 GAS RATES HAVE CHANGED
 Please see the enclosed notice for further details.

Mobile Payments to: PO Box 644
 Scarborough ON M1X 2H1

Summary of All Charges (Taxes included)

Balance from previous bill	\$59.83	Oct 24, 2017
Payment Received	59.83 ^{ea}	
Balance forward & past due	\$0.00	
Charge for Natural Gas	76.83	
Other Enbridge Charges	8.81	
Amount due now	\$85.64	
Late payment effective date*	Nov 15, 2017	



Hello J DAVIES, this page gives you a quick summary of your bill.

What is the total due?

\$329.30

➔ Please pay by **Dec 10, 2017**
See page 2 for ways to pay >

What makes up my total?

Account summary		\$
Balance from last bill		509.01
Your payments - thank you	See page 2 >	-509.01
Balance brought forward		0.00

This bill		\$
Account charges & credits	See page 2 >	1.90
<input type="checkbox"/> Internet	See page 3 >	102.30
<input type="checkbox"/> TV	See page 3 >	225.10
Total (Includes \$37.67 HST)		329.30

Total to pay **\$329.30**

Any payments we received and processed after Nov 17, 2017 will show on your next bill.

Chat with us! For other ways to reach Rogers Customer Care, visit rogers.com/contactus

See page 2 for other ways to contact us >



IMPORTANT

Payment due upon receipt. Payment must be received on or before the Required Payment Date to avoid a Late Payment Charge. Please make the cheque payable to Rogers (12 digit account number) and write your account number on the front of the cheque. Return this stub with your payment.

Your account number: 239162873701
Total amount due: \$329.30
 Required Payment Date: Dec 10, 2017

Amount of your payment

\$

162873701003293000002398

Rogers 12 Digit Account Number
 P.O. Box 4100
 Don Mills, ON
 M3C 3N9

JUDITH DAVIES
 24 COUNTRY CLUB DR MAIN
 KING CITY ON
 L7B 1M5



Account number
239-162873701

Bill date
Nov 17, 2017


Page
2 of 5


 **ROGERS** 172

Contact us

If you've gone through your bill and still have questions...

 Visit rogers.com/contactus

 Call **1-888-ROGERS-1**
(1-888-764-3771) - or 611 free from your Rogers phone - Daily from 7am to 12am EST

 Write to:
Rogers, 100 Westmorland Street
Moncton, NB
E1C 0G1

Account summary

This section shows the transactions on your account since your last bill.

Balance from last bill		\$509.01
Payments - thank you		\$
Payment Received - Thank You	Oct 26	-245.92
Payment Received - Thank You	Nov 08	-263.09
Total payments		-509.01
Balance brought forward		\$0.00

Account charges & credits

Account charges & credits		\$
Late Payment Charge	Nov 16	1.90
Total account charges & credits		0.00
Total account charges & credits		\$1.90

How To Pay Your Rogers Bill

There are several ways you can pay your bill so choose a method that's convenient for you:

- Online at rogers.com/onlinebilling
- Automatically by pre-authorized chequing or credit card payment
- At any Rogers Plus store (please bring this invoice with you)
- By internet/telephone banking or at most financial institutions
- By calling *CARD (*2273) (it's a free call) from your Rogers wireless phone or 1-888-ROGERS1 from any phone.
- By cheque payable to the Rogers entity indicated on this invoice and mailing to:

Rogers 12 Digit Account Number P.O. Box 4100 Don Mills,
ON M3C 3N9

Allow adequate time for your payment to reach us by mail or through a financial institution and be processed.

If we do not receive payment of an amount due on your account by the specified required payment date, it will be subject to a late payment charge of 2% per month. This late payment charge will accrue on a daily basis and will be calculated and compounded monthly on the outstanding amount (26.82% per year) from the date of the first bill on which it appears until the date we receive that amount in full.

To see our complete terms of service, visit rogers.com/terms or contact us.

Payable at major Chartered banks in Canada

Teller's Stamp

Teller's Stamp



Internet

J DAVIES, 24 COUNTRY CLUB DR UNIT MAIN KING CITY ON L7B 1M5

Changes since your last bill	Nov 09 - Nov 13	\$
Cancelled: TechXpert Whole Home		-2.46
Total changes since your last bill		-2.46
Monthly charges	Nov 14 - Dec 13	\$
Rogers Ignite 100u		92.99
Total monthly charges		92.99
Usage summary	Ending Nov 13, 2017	
Usage type		\$
Usage Charge(0GB@\$0.00/GB)		✓
Total usage		0.00
Total before taxes		90.53
HST: 81578 1448		11.77
Total for Internet		\$102.30

Legend: ✓ No charge



Your internet usage

To view your current and past Internet usage sign into My Rogers at rogers.com/myusage.

Need more data? Choose a plan that best suits your needs. See rogers.com for details.



TV

J DAVIES, 24 COUNTRY CLUB DR UNIT MAIN

Monthly charges	Nov 14 - Dec 13	\$
Digital VIP Cable *		81.99
MovieEntertainment Magazine		2.00
2 NextBox HD Terminal Rental		25.90
NextBox 3.0 HDPVR Rental		24.95
3 Digital Adapter		0.00
Digital Services Fee		2.99
HBO Canada & The Movie Network		19.95
4 Super Channel - ends Sep 30/18		0.00
Sports Theme Pack		8.99
Hollywood Suite		5.95
HDTV Specialty Channel Package		13.50
Total monthly charges		186.22
Usage summary	Ending Nov 17, 2017	
Usage type	You used	\$



Your plan includes:

- Extended Basic
- Extra Outlets
- VIP Extra Pack

Account number
239-162873701

Bill date
Nov 17, 2017

Page
4 of 5



Movie/Event order(s)	2	12.98
Total usage		12.98
Total before taxes		199.20
HST: 81578 1448		25.90
Total (incl. HST)		225.10

For full details of usage on this service, see page 5

TV CHANNEL UPDATE: SPIKE TV, BET AND BBC KIDS WILL NO LONGER BE AVAILABLE

From time to time we make adjustments to our channel packaging to reflect the changing viewership trends of our customers. Effective January 1, 2018, Spike TV, BET and BBC Kids will no longer be available.

All other aspects of your TV package will remain the same. If you wish to respond to this notice or, if you have any questions, concerns or wish to modify, cancel or enhance your TV package, please give us a call at 1-888-ROGERS1. We appreciate your business and thank you for choosing Rogers.

ROGERS TV CHANNEL TO BE DISCONTINUED

On January 1, 2018, Rogers TV - Newmarket will be discontinued. All other aspects of your TV package will remain the same. If you wish to respond to this notice or, if you have any questions, concerns or wish to modify, cancel or enhance your TV package, we can be reached in any of the ways listed in the Contact Us section of this bill. Thank you again for choosing Rogers.

Your detailed usage

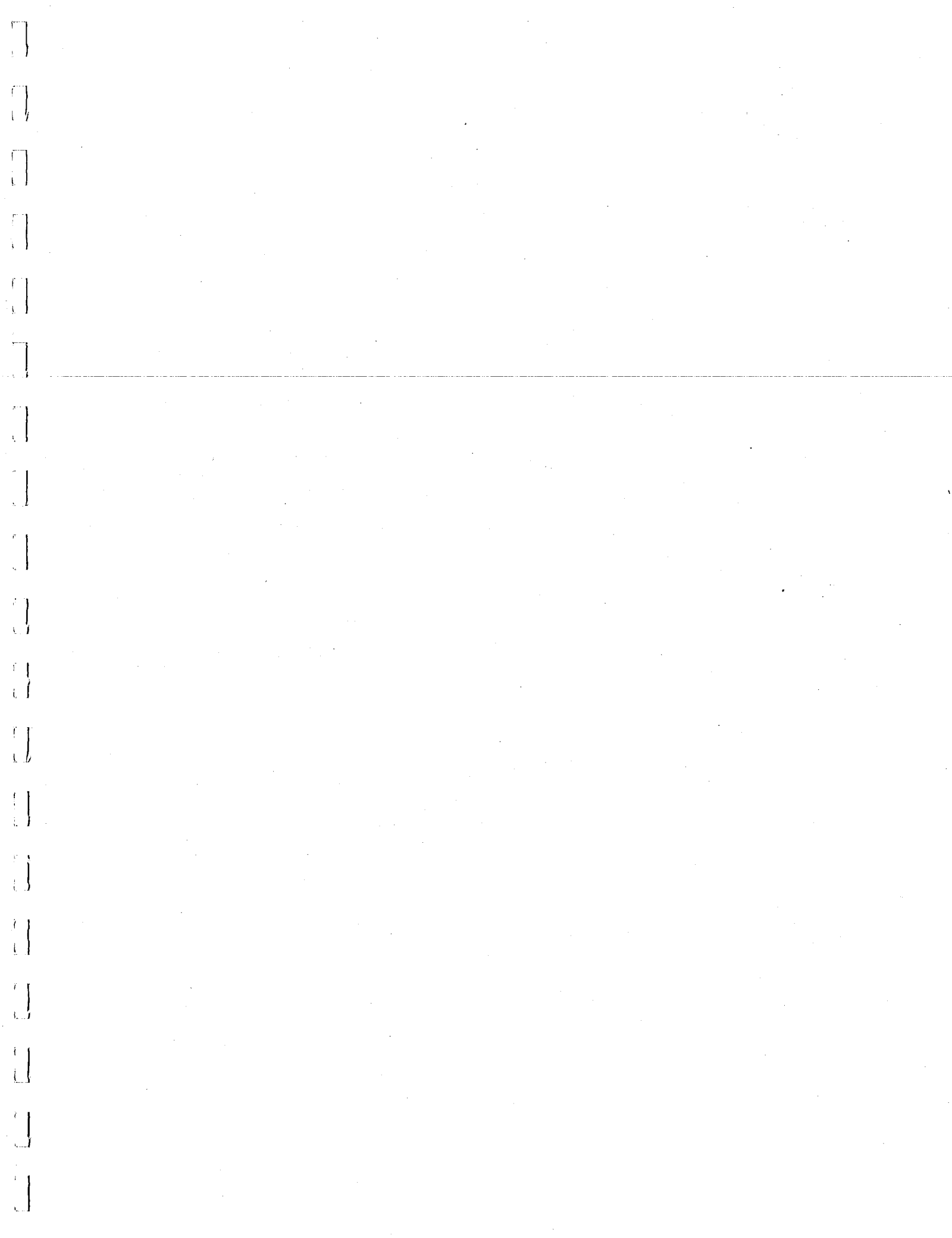
Here are the full details of your usage this month, broken down by service.

Detailed usage for TV

J DAVIES, 24 COUNTRY CLUB DR UNIT MAIN

Details of your Movie/Event order(s)

Usage type	Feature	Date	Time	\$
On-Demand	Kidnap	Nov 03	20:02	\$5.99
On-Demand	Wind River (HD)	Nov 14	19:10	\$6.99
Total TV usage				\$12.98





Contact us

If you've gone through your bill and still have questions...

Visit rogers.com/contactus

Call **1-888-ROGERS-1**
(1-888-764-3771) - or 611 free from your Rogers phone - Daily from 7am to 12am EST

Write to:
Rogers, 100 Westmorland Street
Moncton, NB
E1C 0G1

Account charges & credits

Additional account charges & credits (after applicable taxes)		\$
Late payment charge	Oct 27	11.79
Total additional account charges & credits (after applicable taxes)		11.79
Total account charges & credits		\$11.79

How To Pay Your Rogers Bill

There are several ways you can pay your bill so choose a method that's convenient for you:

- Online at rogers.com/onlinebilling
- Automatically by pre-authorized chequing or credit card payment
- At any Rogers Plus store (please bring this invoice with you)
- By internet/telephone banking or at most financial institutions
- By calling *CARD (*2273) (it's a free call) from your Rogers wireless phone or 1-888-ROGERS1 from any phone.
- By cheque payable to the Rogers entity indicated on this invoice and mailing to:
Rogers 9 Digit Account Number, PO Box 9100, Don Mills, ON, M3C 3P9.

Allow adequate time for your payment to reach us by mail or through a financial institution and be processed.

If we do not receive payment by the Required Payment Date, it will be subject to a late payment charge of 2% per month. This late payment charge will accrue on a daily basis and will be calculated and compounded monthly on the outstanding amount (26.82% per year) from the date of the first bill on which it appears until the date we receive that amount in full.

To see our complete terms of service, visit rogers.com/terms or contact us.

Payable at major Chartered banks in Canada

Teller's Stamp

INFORMATION ABOUT CUSTOMER SUPPORT

If you have a concern that was not resolved, then we invite you to submit a Share A Concern form (located at www.rogers.com/consumer/contactus/share-a-concern) and we'll respond within 1 business day. If you're not satisfied with the resolution by one of our management team members, then you also have the option to speak to our office of the president or even directly with the Ombudsman office. Finally, you can also write to the Commissioner for Complaints for Telecommunications Services (CCTS): www.ccts-cprst.ca or 1-888-221-1687

IMPORTANT INFORMATION ABOUT OUR PRIVACY POLICY

At Rogers, we are committed to protecting your privacy. We continually review our policies and practices, to ensure the personal information you entrust to us is secure, and the integrity of your personal information is respected.

To support our ongoing commitment to your privacy, we have simplified our Privacy Policy. You can review the Privacy Policy online at <http://www.rogers.com/web/content/Privacy-CRTC>. We have not changed the way we protect customer information but we have restructured much of the Privacy Policy to provide additional clarity. Here are some highlights of how we have simplified our policy:

1. Easier to Understand: We have clarified our privacy practices so that you can more clearly understand all the ways we collect, use and share your information in the context of providing you with our products, services, and offers.

2. Easier to Navigate: We have made our policy easier to read and navigate, by communicating the updated Privacy Policy in Q&A format. Detailed answers to common questions are now at your fingertips.

Our simplified Privacy Policy will govern how we treat your personal information, including information that you previously provided to us. By continuing to use our products and services you continue to be bound by our simplified Privacy Policy.

If you have any questions about our simplified Privacy Policy, please contact us at privacy@rci.rogers.com.

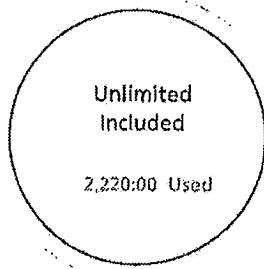
Thank you for choosing Rogers.

 **Wireless shared services**

JOHN DAVIES

Shared services account summary

Voice

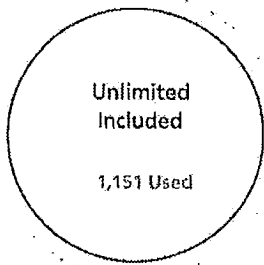


Unlimited Shared Minutes

Subscriber	Rate period	You used
JACK DAVIES 289-221-5071	Weekday	04:00 min:sec
JUDY DAVIES 289-221-5839	Weekday	1232:00 min:sec
JOHN DAVIES 416-561-5876	Weekday	984:00 min:sec

Total 2220:00 min:sec

Text

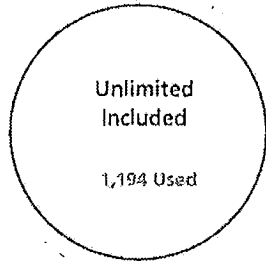


Unltd Shared Text/Pic/Video (Received)

Subscriber	You used
JACK DAVIES 289-221-5071	47 msg
JUDY DAVIES 289-221-5839	448 msg
JOHN DAVIES 416-561-5876	656 msg

Total 1151 msg

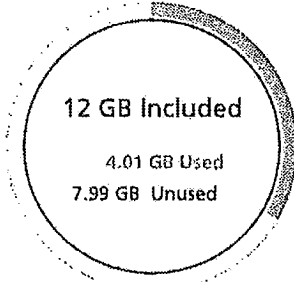
Text



Unltd Shared Text/Pic/Video (Sent)

Subscriber		You used
JACK DAVIES	289-221-5071	46 msg
JUDY DAVIES	289-221-5839	599 msg
JOHN DAVIES	416-561-5876	549 msg
Total		1,194 msg

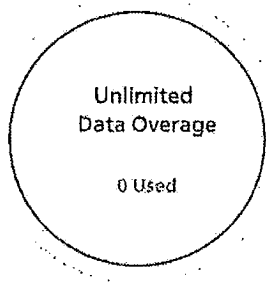
Data



Shared Wireless Internet

Subscriber		You used
JACK DAVIES	289-221-5071	1.49 GB
JUDY DAVIES	289-221-5839	1.14 GB
JOHN DAVIES	416-561-5876	1.37 GB
Total		4.01 GB

Data



Shared Additional Data Usage

Subscriber		You used
JACK DAVIES	289-221-5071	0.00
JUDY DAVIES	289-221-5839	0.00
JOHN DAVIES	416-561-5876	0.00
Total		0.00

Wireless 289-221-5071

JACK DAVIES

Monthly charges	Oct 28 - Nov 27	\$
Additional Line-Premium Tab		60.00
Rogers Device Protection		11.00
iPhone Value Pack		4.99
Call Manager		5.00
Savings: Call Manager		-5.00
Enhanced VM included in Plan		0.00
Total monthly charges		75.99

Usage summary	Ending Oct 27, 2017	\$
Usage type	You used	
Voice (S) Unlimited Shared Minutes	4:00 min:sec	✓
Voice Unlimited Eve & Wknd Minutes	14:00 min:sec	✓
Between Us Calling	10:00 min:sec	✓
Data (S) LTE Shared Internet - Included	1.49 GB	✓
Msg (S) Messaging Bundle - Received	47	✓
Messaging Bundle - Sent	46	✓
Total usage		0.00

Total before taxes	75.99
HST: 815781448	9.88
Total for Wireless 289-221-5071	\$85.87

Legend: (S) Shared Services | ✓ No charge

For full details of usage on this service, see page 9



Your services include:

Additional Line-Premium Tab

- Unlimited Canada-Wide Calling
- Unlimited Canada-Wide Sent & Received Text, Picture & Video Messages
- Call Display with name display
- Enhanced Voicemail
- 2500 Call Forwarding Mins
- Conference Calling
- Call Waiting
- LTE Shared Internet

Device Protection

- The device in use on this mobile number is covered. A service replacement fee of up to \$200 plus tax applies. Call 1-855-877-3887 or visit phoneclaim.com/rogers for support or to submit a service replacement request
- Includes Device Protection and Soluto digital protection app

Value Pack w/Vmail+ for iPhone

- Name Display
- Visual Voicemail Plus
- WhoCalled

This Value Pack saves you \$5.01/mth vs. individual pricing at time of subscription.



For your complete billing details including talk, text and data usage please visit rogers.com/myrogers.

Account number
4-1840-2145

Bill number
1817039732

Bill date
Oct 27, 2017

Page
7 of 28



Wireless 289-221-5839

JUDY DAVIES

Monthly charges	Oct 28 - Nov 27	\$
Additional Line-Premium Tab		60.00
Call Manager		5.00
Savings: Call Manager		-5.00
Auto Roadside Premium Plan		6.00
Enhanced VM included in Plan		0.00
Total monthly charges		66.00

Usage summary	Ending Oct 27, 2017	\$
Usage type	You used	
Voice (S) Unlimited Shared Minutes	1232:00 min:sec	No charge
Voice Unlimited Eve & Wknd Minutes	344:00 min:sec	No charge
Between Us Calling	187:00 min:sec	No charge
Long Distance Charges		2.20
Data (S) LTE Shared Internet - Included	1.14 GB	No charge
Msg (S) Messaging Bundle - Received	448	No charge
Messaging Bundle - Sent	599	No charge
Text Msg Canada to US - Sent	4	1.80
Total usage		4.00

Total before taxes 70.00
 HST: 815781448 9.10

Total for Wireless 289-221-5839 79.10



Your services include:
Additional Line-Premium Tab

- Unlimited Canada-Wide Calling
- Unlimited Canada-Wide Sent & Received Text, Picture & Video Messages
- Call Display with name display
- Enhanced Voicemail
- 2500 Call Forwarding Mins
- Conference Calling
- Call Waiting
- LTE Shared Internet

For your complete billing details including talk, text and data usage please visit rogers.com/myrogers.

Legend: (S) Shared Services | No charge

For full details of usage on this service, see page 10

Wireless 416-561-5876

JOHN DAVIES

Monthly charges	Oct 28 - Nov 27	\$
ShareEvrythng+ 10+2GB-Prem Tab		130.00
Value Pack		4.99
iPhone Device Protection Plus		10.99
Call Manager		5.00
Savings: Call Manager		-5.00
Enhanced VM included In Plan		0.00
Total monthly charges		145.98

Usage summary		Ending Oct 27, 2017	\$
Usage type		You used	
Voice (S)	Unlimited Shared Minutes	984:00 min:sec	✓
Voice	Unlimited Eve & Wknd Minutes	87:00 min:sec	✓
	Between Us Calling	185:00 min:sec	✓
	Long Distance Charges		2.75
	866 CALL	1 call	✓
Data (S)	12GB Shared Data - Included	1.37 GB	✓
Msg (S)	Messaging Bundle - Received	656	✓
	Messaging Bundle - Sent	549	✓
Text Msg	Canada to US - Sent	7	3.15
Total usage			5.90
Total before taxes			151.88
HST: 815781448			19.75

Total for Wireless 416-561-5876 **\$171.63**

Legend: (S) Shared Services | ✓ No charge

For full details of usage on this service, see page 21



Your services include:

ShareEvrythng+ 10+2GB-Prem Tab

- Unlimited Canada-Wide Calling
- Unlimited Canada-Wide Sent & Received Text, Picture & Video Messages
- Call Display with name display
- Enhanced Voicemail
- 2500 Call Forwarding Mins
- Conference Calling
- Call Waiting
- 12GB Shared Data

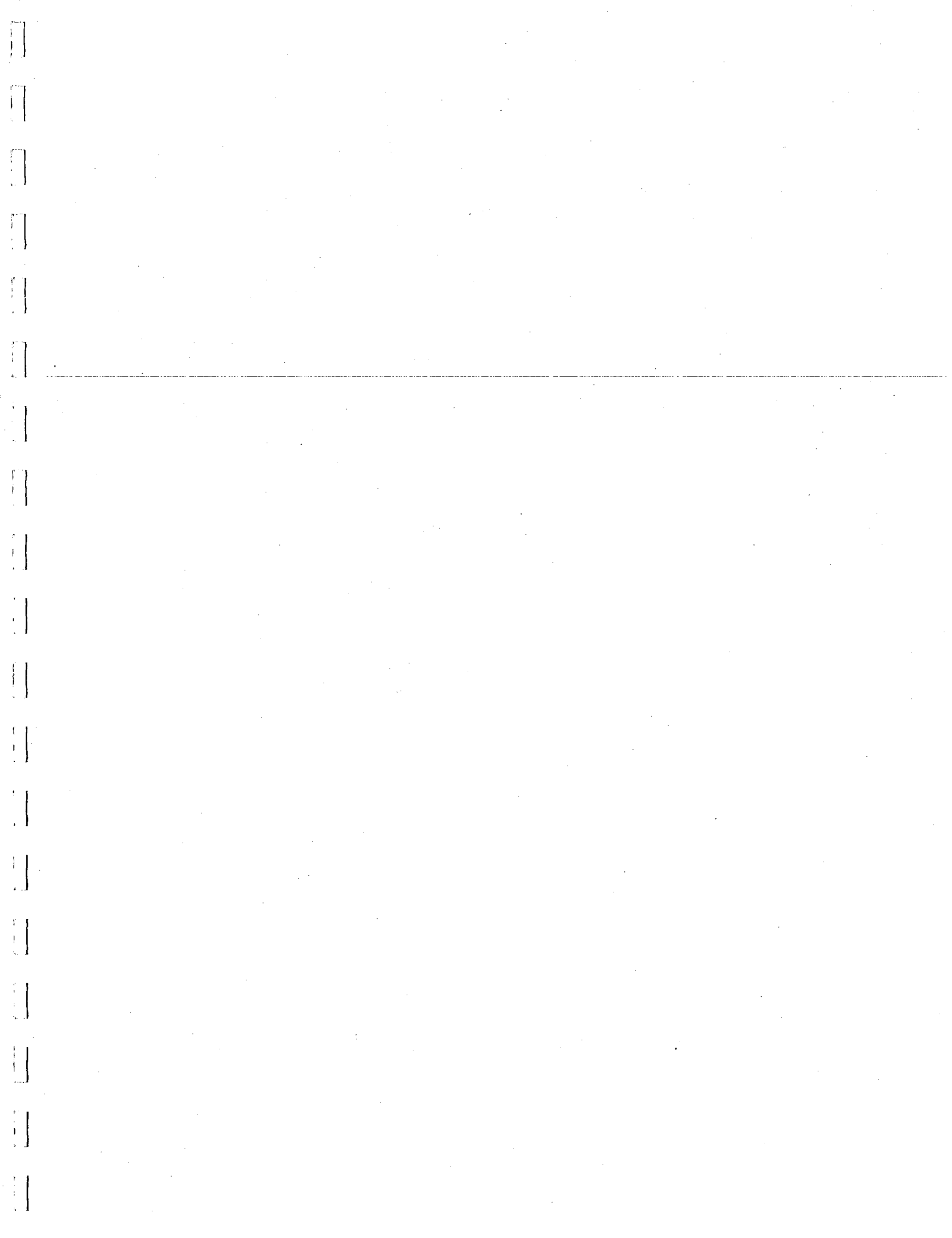
Device Protection

- The device in use on this mobile number is covered. A service replacement fee of up to \$200 plus tax applies. Call 1-855-877-3887 or visit phoneclaim.com/rogers for support or to submit a service replacement request
- Includes Device Protection and Soluto digital protection app

Value Pack Pr. VM2Txt-All

- Name Display
 - Visual Voicemail Plus
 - WhoCalled
- This Value Pack saves you \$5.01/mth vs. individual pricing at time of subscription.

For your complete billing details including talk, text and data usage please visit rogers.com/myrogers.





FILE #: 8958-3150-17 DATE: 10/12/2017
A/R NUMBER: 8352

PAGE 1

REMIT TO: AMJ CAMPBELL - TORONTO NORTH & BARR
20 MILLS ROAD, UNIT N
L4N 6H4

BILL TO: DAVIES, JUDY
24 Country Club Drive
King, ON L7B 1M5

SHIPPER: DAVIS, JUDY CUSTOMER: 637
STORAGE FROM 10/12/2017 TO 11/08/2017


ITEM	DESCRIPTION	MONTHS	GROSS	RATE	PER	NET
LTS	LONG TERM STORA	1	0.00	100.00		935.00
STINS	STORAGE INSURAN	1	0.00	100.00 %		85.00
HST	HST	1	1,020.00	13.00 %		132.60
STORAGE IS BILLED ON A 4 WEEK CYCLE						
judydavies67@rogers.com						

CURRENT CHARGES: 1,152.60

THANK YOU FOR USING THE SERVICES OF AMJ CAMPBELL VAN LINES

TAB G

THIS IS EXHIBIT "G"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

Judy Davies
24 Country Club Drive
King, Ontario
L7B 1M5
289-221-5839
judydavies67@rogers.com

Invoice

August 8, 2017

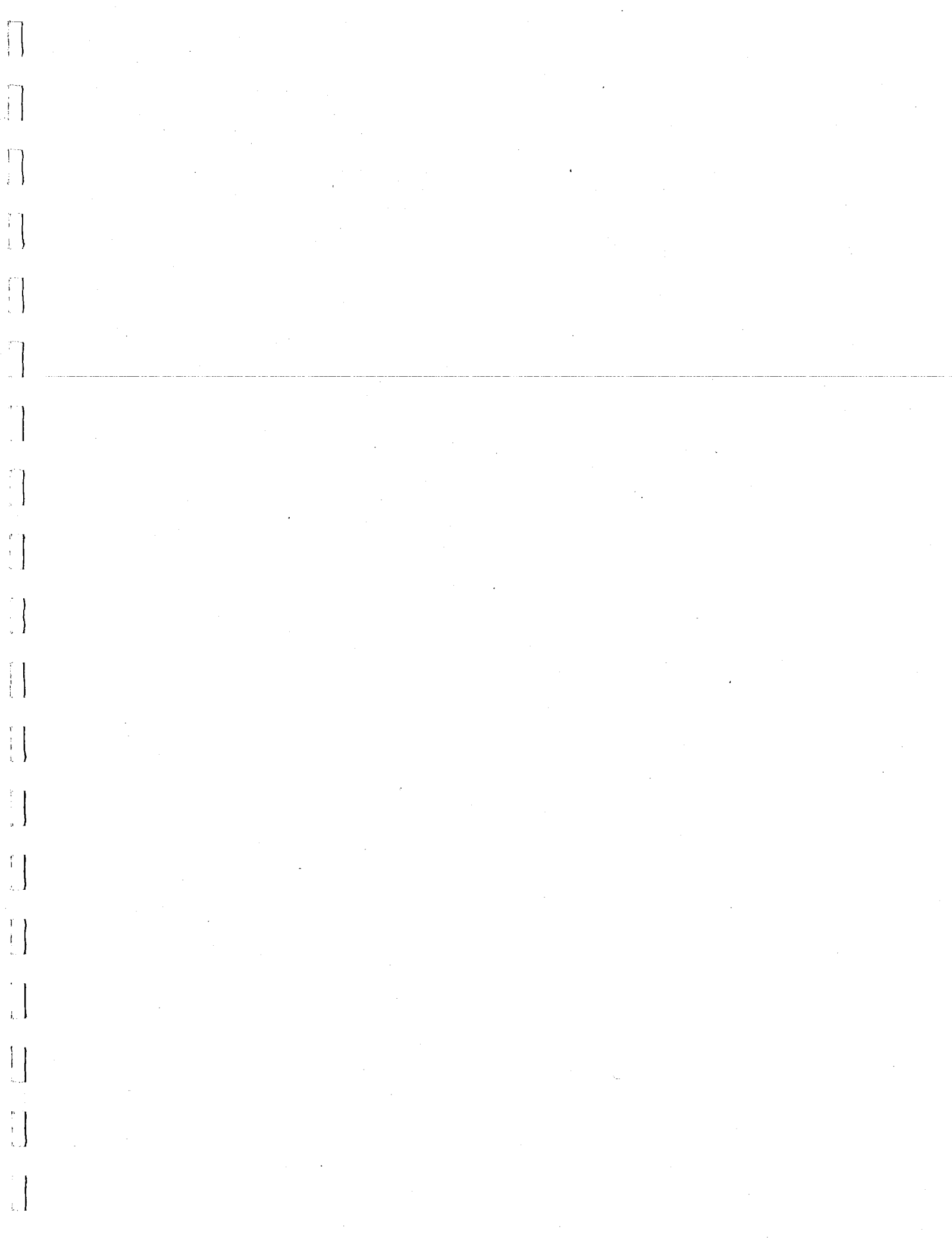
Bill to:

Michelle Schipper, Broker
Harvery Kalles Ltd., Brokerage
206 Leameadow
Thornhill, Ont.
L4G 9G3

Description:

July 3,2017-July 28,2017-administrative work, 35.5 hours @ \$22.	\$781.00
Expenses (3 receipts attached)	55.84

Total **\$ 836.84**



From: MICHELLE SCHIPPER <notify@payments.interac.ca>
Subject: INTERAC e-Transfer: MICHELLE SCHIPPER sent you money.
Date: August 15, 2017 at 2:30:46 PM EDT
To: Judy Davies <judydavies67@rogers.com>
Reply-To: MICHELLE SCHIPPER <michelleschipper@rogers.com>



[View in browser](#)

[Français](#)

Hi Judy Davies,

MICHELLE SCHIPPER sent you \$836.84 (CAD).

Message:

July invoice.

Deposit your money at:



RBC Royal Bank



Expires: September 13, 2017

FAQs | This is a secure transaction



INTERAC e-Transfer
The smart, secure way to send your own money.

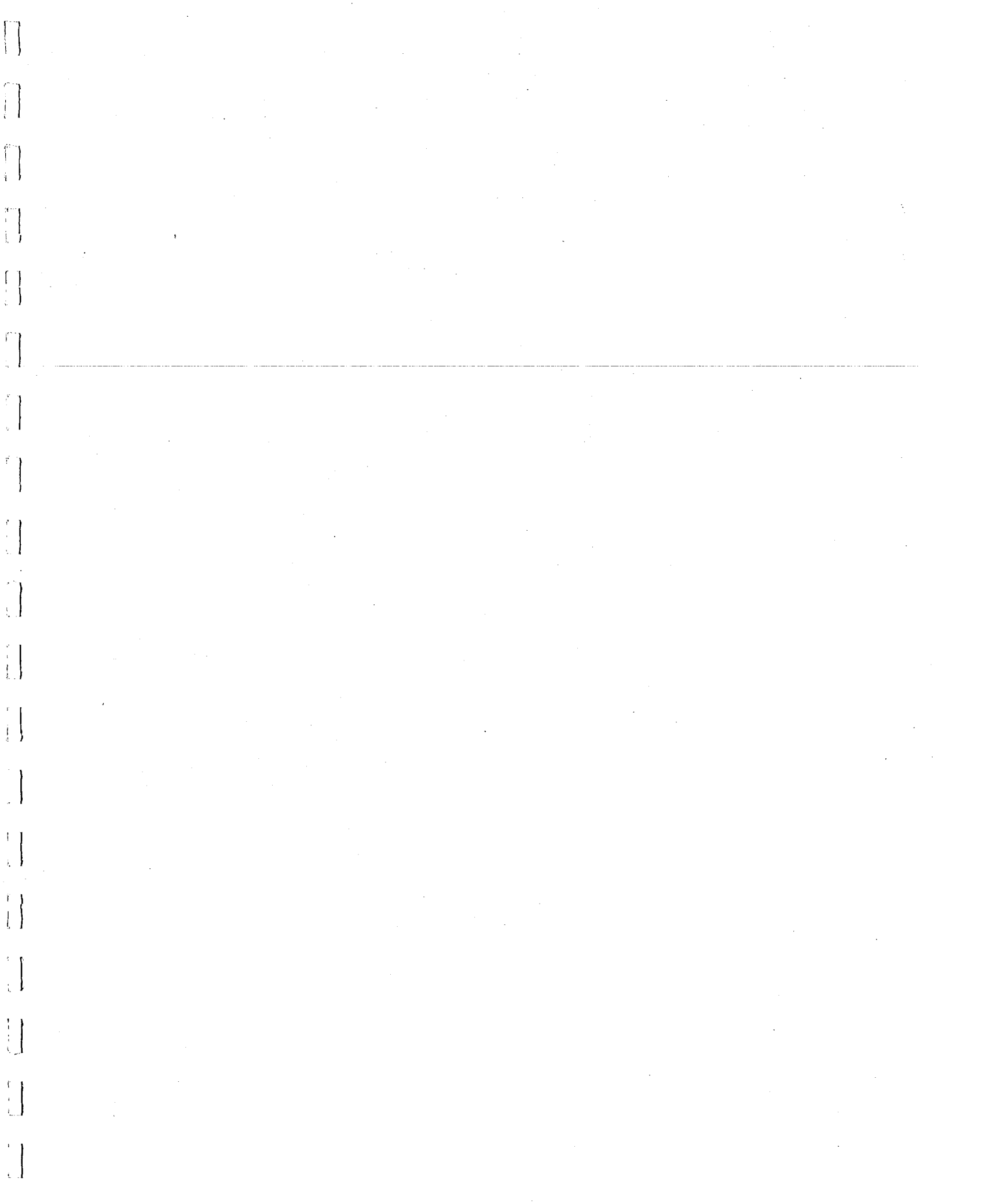
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Email or text messages carry the notice while the financial institutions securely transfer the money using existing payment networks. For the answers to common questions please visit our FAQs. If your financial institution does not yet offer *Interac e-Transfer*[®], you can still deposit transfers to your bank account in Canada.

This email was sent to you by Acxsys Corporation, the owner of the *Interac e-Transfer* service, on behalf of MICHELLE SCHIPPER at BMO Bank of Montreal.

Interac Association / Acxsys Corporation
Royal Bank Plaza, North Tower, 200 Bay Street, Suite 2400
P.O. Box 45, Toronto, ON M5J 2J1
www.interac.ca



Judy Davies
24 Country Club Drive
King, Ont.
L7B 1M5
289-221-5838
judydavies67@rogers.com

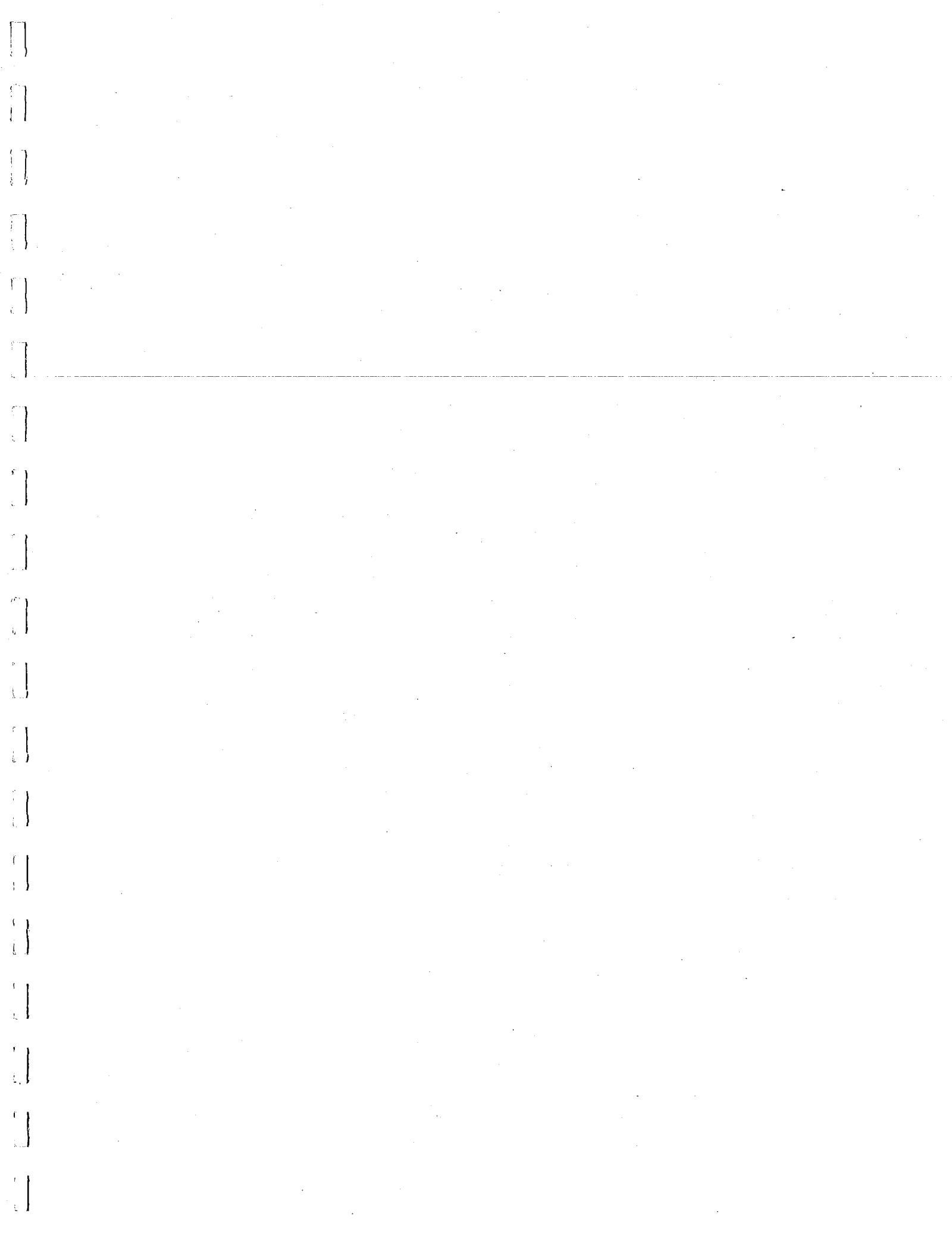
Invoice

September 6, 2017

Bill To:
Michelle Schipper, Broker
Harvey Kalles Real Estate Limited Brokerage
206 Leameadow
Thornhill, Ont.
L4J 9G3

Description:

Administrative August 3 rd , 2017- August 16,2017 11 hours @ \$22.00	\$242.00
Expences (2 receipts attached)	<u>\$ 65.00</u>
Total	\$302.00



From: Judy Davies <judydavies67@rogers.com>
Subject: Fwd: INTERAC e-Transfer: MICHELLE SCHIPPER sent you money.
Date: September 8, 2017 at 4:04:05 PM EDT
To: Jack Davies <jack.davies@sac.on.ca>

Sent from my iPhone

Begin forwarded message:

From: MICHELLE SCHIPPER <notify@payments.interac.ca>
Date: September 8, 2017 at 12:30:42 PM EDT
To: Judy Davies <judydavies67@rogers.com>
Subject: INTERAC e-Transfer: MICHELLE SCHIPPER sent you money.
Reply-To: MICHELLE SCHIPPER <michelleschipper@rogers.com>



[View in browser](#)

[Français](#)



Hi Judy Davies,

MICHELLE SCHIPPER sent you \$302.00 (CAD).

Message:

administrative work aug 3 to aug 16 2017

Deposit your money at:



RBC Royal Bank



Subject: **Interac e-Transfer**

Expires: October 7, 2017



INTERAC e-Transfer
The smart, secure way to send your own money.

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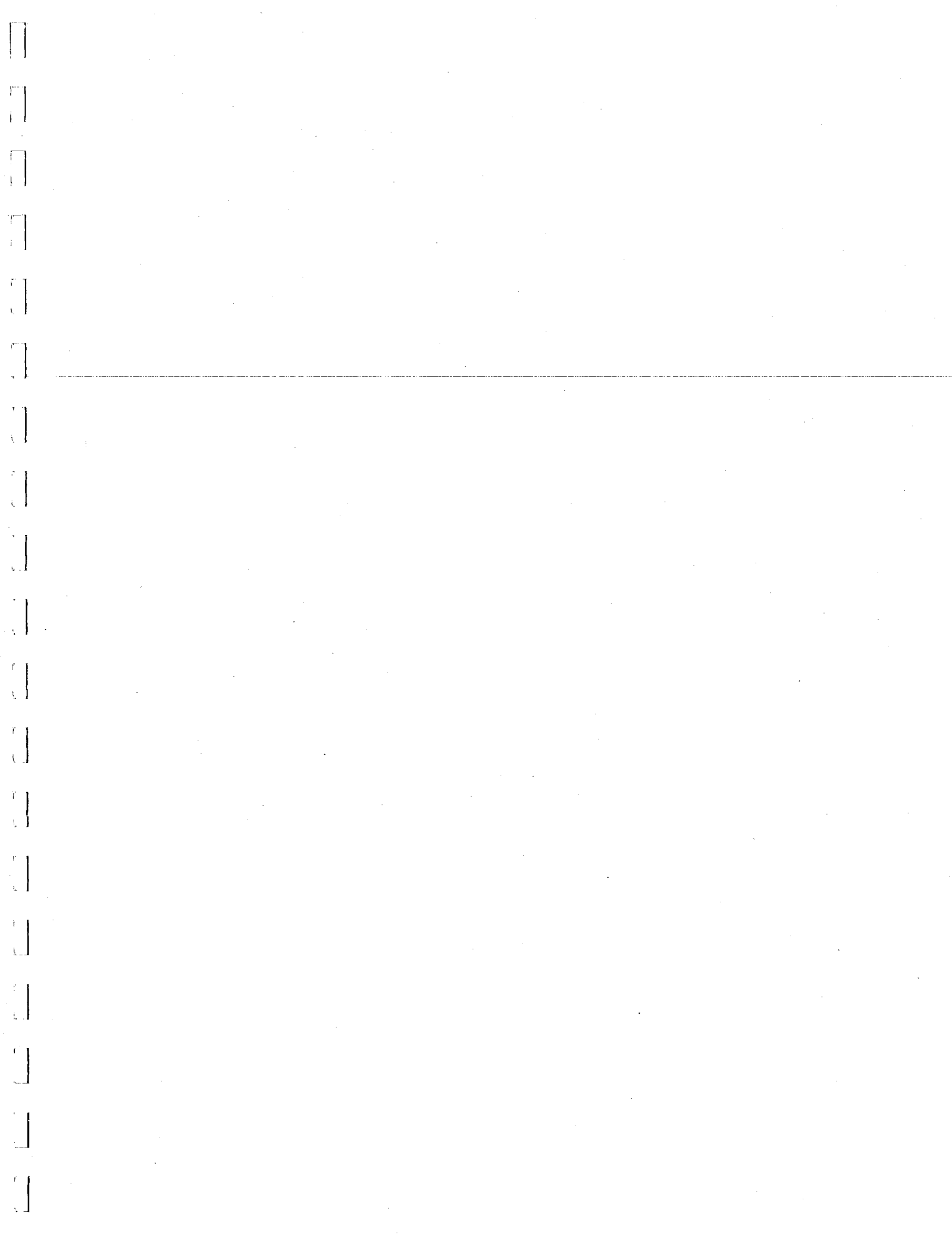
FAQs | This is a secure transaction



Email or text messages carry the notice while the financial institutions securely transfer the money using existing payment networks. For the answers to common questions please visit our FAQs. If your financial institution does not yet offer *Interac e-Transfer*[®], you can still deposit transfers to any bank account in Canada.

This email was sent to you by Acxsys Corporation, the owner of the *Interac e-Transfer* service, on behalf of MICHELLE SCHIPPER at BMO Bank of Montreal.

Interac Association / Acxsys Corporation
Royal Bank Plaza, North Tower, 200 Bay Street, Suite 2400
P.O. Box 45, Toronto, ON M5J 2J1
www.interac.ca



Judy Davies
24 Country Club Drive
King, Ont.
L7B 1M5
289-221-5838
judydavies67@rogers.com

Invoice

October 5, 2017

Bill To:

Michelle Schipper, Broker
Harvey Kalles Real Estate Limited Brokerage
206 Leameadow
Thornhill, Ont.
L4J 9G3

Description:

Administrative services

Sept. 6th - 2 hours

Sept. 12th - 4 hours

Sept. 14th - 3 hours

Sept. 17th - 1 hour

Sept. 21st - 1 hour

Sept 28th - 6 hours

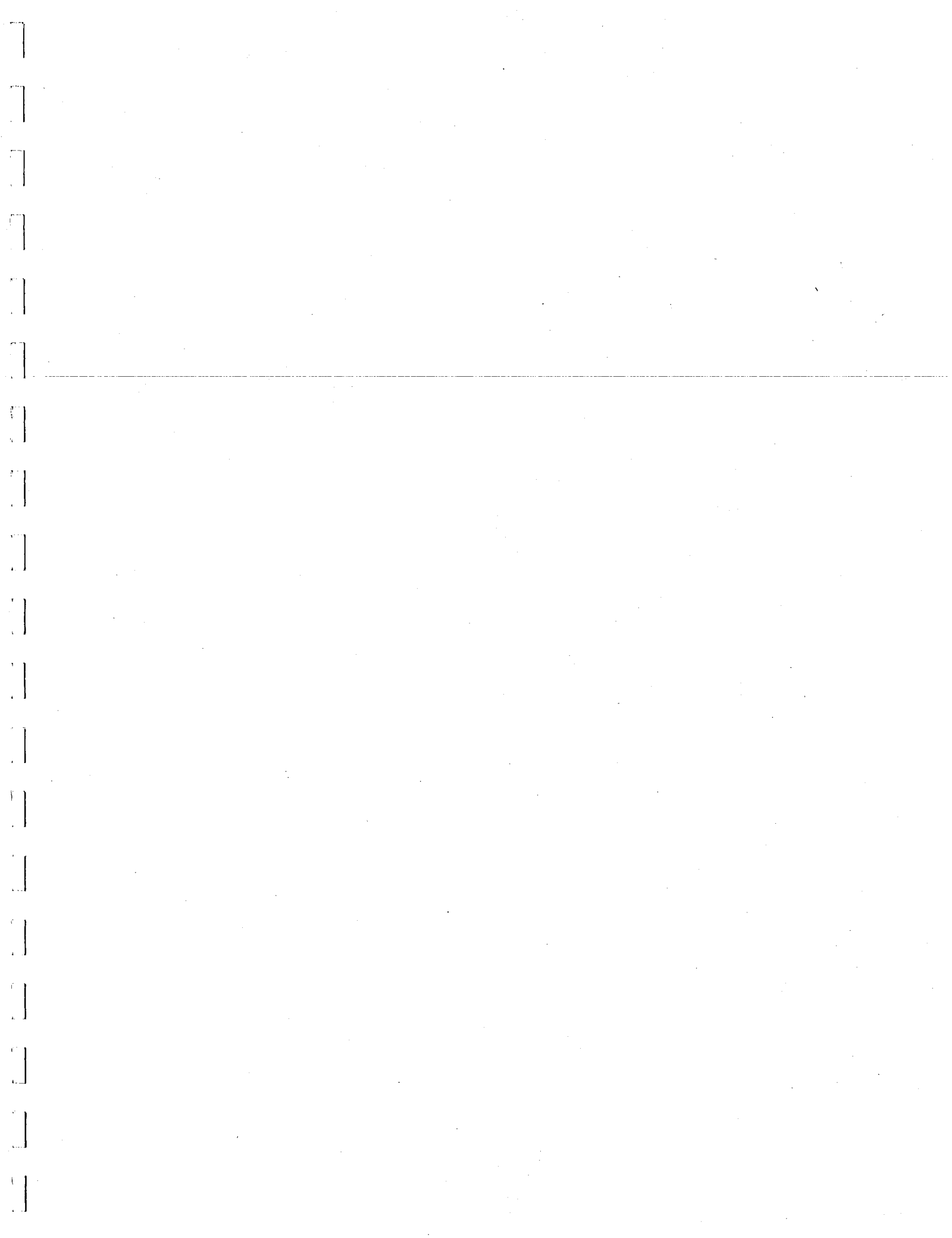
Sept. 27th - 1 hour

Sept. 29th - 2.5 hours

Total hours 20.5 @ \$22.00 **\$451.00**

Expences (5 receipts attached) **\$141.67**

Total **\$592.67**



From: Judy Davies <judydavies67@rogers.com>
Subject: Fwd: INTERAC e-Transfer: MICHELLE SCHIPPER sent you money.
Date: October 11, 2017 at 8:32:28 PM EDT
To: Jack Davies <jack.davies@sac.on.ca>

Sent from my iPhone

Begin forwarded message:

From: MICHELLE SCHIPPER <notify@payments.interac.ca>
Date: October 11, 2017 at 8:26:08 PM EDT
To: Judy Davies <judydavies67@rogers.com>
Subject: INTERAC e-Transfer: MICHELLE SCHIPPER sent you money.
Reply-To: MICHELLE SCHIPPER <michelleschipper@rogers.com>



View in browser

| Français



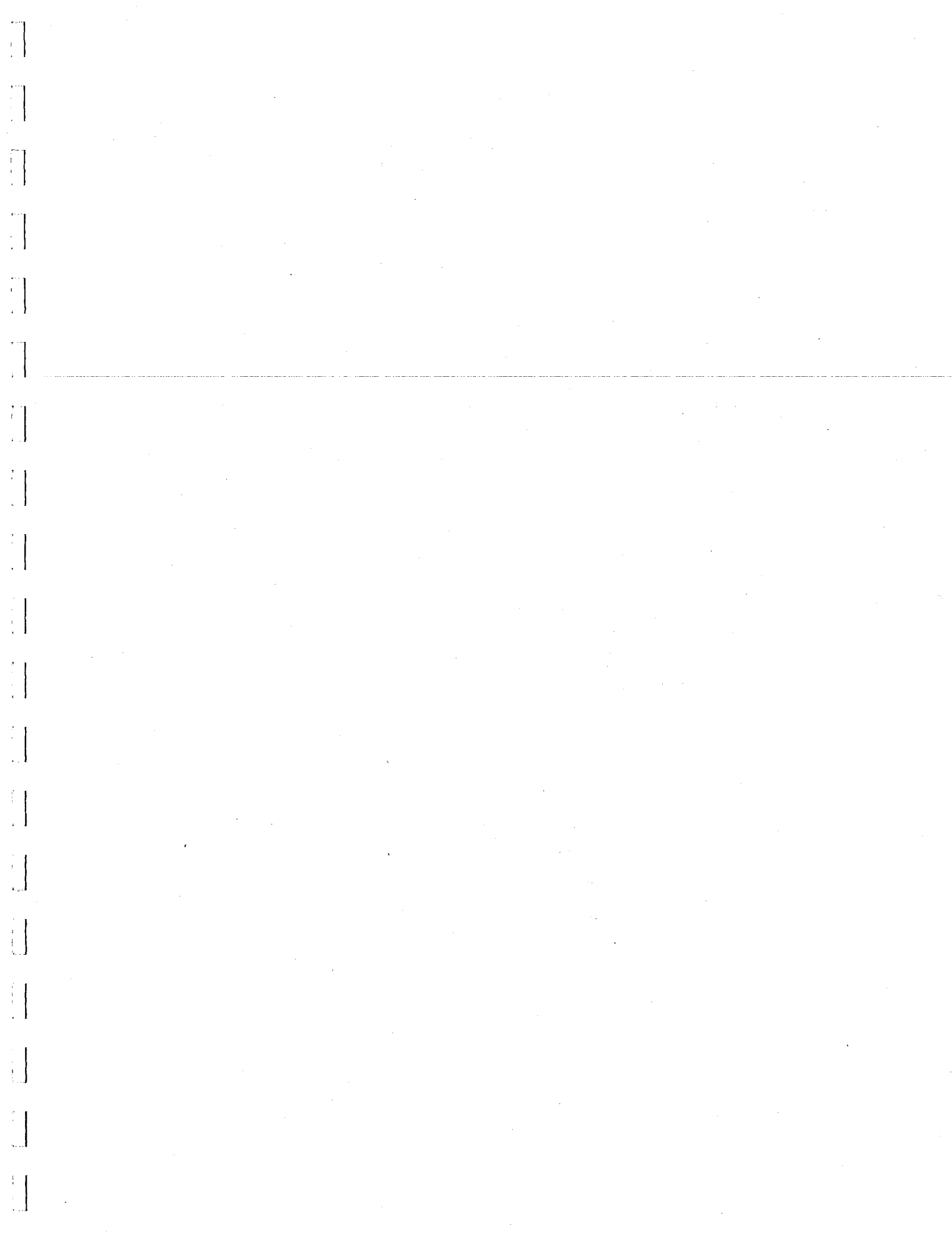
Hi Judy Davies,

MICHELLE SCHIPPER sent you \$592.67 (CAD).

Message:

for work for month of sept 2017

Deposit your money at:



Judy Davies
24 Country Club Drive
King, Ontario
L7B 1M5
289-221-5839
judydavies67@rogers.com

Invoice

Nov.3, 2017

Bill to:

Michelle Schipper, Broker
Harvey Kalles Ltd., Brokerage
206 Leameadow
Thornhill, Ont.
L4G 9G3

Description:

October 2017 administrative work, 75 hours @ \$22.	\$ 1,650.00
Expenses (details receipts attached)	<u>\$ 273.98</u>
Total	<u>\$ 1,923.98</u>

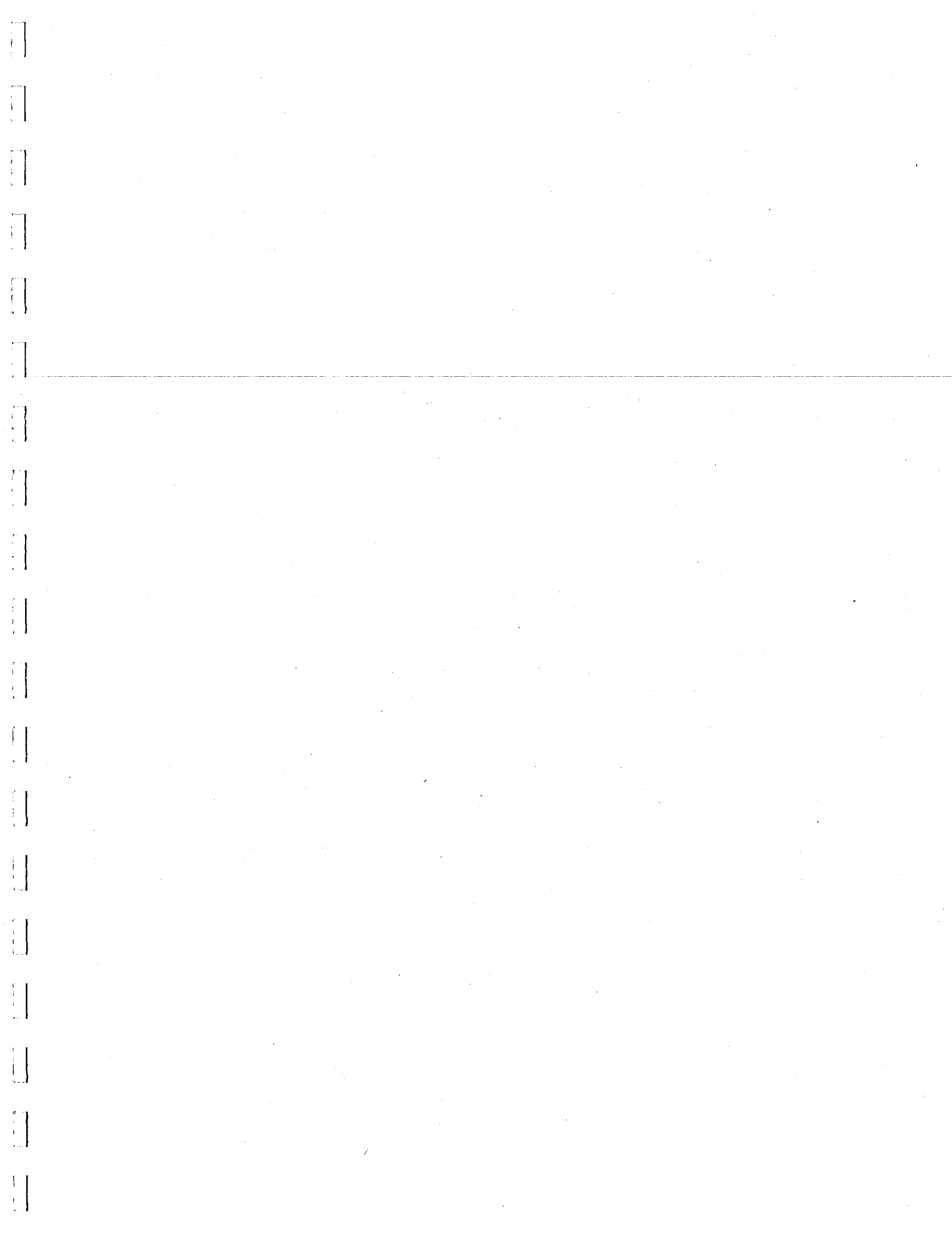
Expenses

Nov.3,2017

Submitted To:

Michelle Schipper, Broker
Harvey Kalles Ltd., Brokerage
206 Leameadow
Thornhill, Ont.
L4G 9G3

Oct 12	Home Depot-keys cut	\$35.98
Oct 26	Dollarama-raffle tickets	7.06
Oct 26	Staples-flyer print	6.44
Oct 26	Staples-flyer print	3.82
Oct 27	UPS -flyers	65.65
Oct 30	Dollorama-bins/Halloween décor	13.84
Oct 30	Walmart-bin	11.27
Oct 30	Dollorama-Acorn Sales Supplies	29.95
Oct 30	Tim Hortons-coffee cards	<u>100.00</u>
	Total	\$273.98

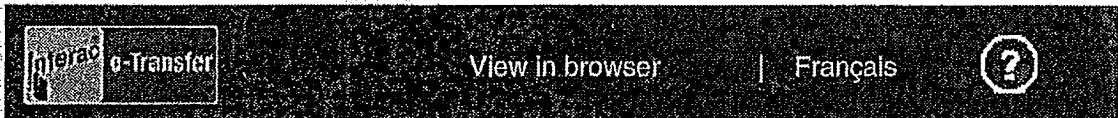


From: Judy Davies <judydavies67@rogers.com>
Subject: Fwd: INTERAC e-Transfer: MICHELLE SCHIPPER sent you money.
Date: November 4, 2017 at 10:32:52 AM EDT
To: Jack Davies <jack.davies@sac.on.ca>

Sent from my iPhone

Begin forwarded message:

From: MICHELLE SCHIPPER <notify@payments.interac.ca>
Date: November 4, 2017 at 10:06:57 AM EDT
To: Judy Davies <judydavies67@rogers.com>
Subject: INTERAC e-Transfer: MICHELLE SCHIPPER sent you money.
Reply-To: MICHELLE SCHIPPER <michelleschipper@rogers.com>



Hi Judy Davies,

MICHELLE SCHIPPER sent you \$1,923.98 (CAD).

Message:

invoice for oct 2017 admin work

Deposit your money at:



Select a different financial institution

Expires: December 3, 2017



INTERAC e-Transfer
The smart, secure way to send your own money.

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FAQs | This is a secure transaction



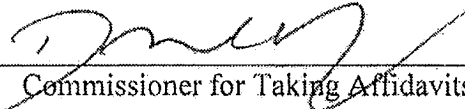
Email or text messages carry the notice while the financial institutions securely transfer the money using existing payment networks. For the answers to common questions please visit our FAQs. If your financial institution does not yet offer *Interac e-Transfer*[®], you can still deposit transfers to any bank account in Canada.

This email was sent to you by Acxsys Corporation, the owner of the *Interac e-Transfer* service, on behalf of MICHELLE SCHIPPER at BMO Bank of Montreal.

Interac Association / Acxsys Corporation
Royal Bank Plaza, North Tower, 200 Bay Street, Suite 2400
P.O. Box 45, Toronto, ON M5J 2J1
www.interac.ca

TAB H

THIS IS EXHIBIT "H"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth



Royal Bank of Canada
P.O. Box 4047 Terminal A
Toronto ON M5W 1L5

Your RBC personal banking account statement

From September 6, 2017 to October 6, 2017

RBPDA10020_4266176_018 E D 006 00232 00435
WALTER DAVIES
24 COUNTRY CLUB DR
KING CITY ON L7B 1M5

Your account number: 00232-5044334

How to reach us: 1-800 ROYAL® 1-1
(1-800-769-2511)
www.rbcroyalbank.com/deposits

Summary of your account for this period

RBC Student Banking™ 00232-5044334

Royal Bank of Canada
15408 YONGE ST, AURORA, ON L4G 1N9

Your opening balance on September 6, 2017	\$49.63
Total deposits into your account	+ 452.00
Total withdrawals from your account	- 383.05
Your closing balance on October 6, 2017	= \$118.58

Details of your account activity

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Opening Balance			49.63
8 Sep	Online Banking transfer - 1687		100.00	
	INTERAC e-Transfer - 6386		302.00	451.63
	Online Banking payment - 9431 ENBRIDGE	76.32		
	Online Banking payment - 0424 ROGERS CABLE	256.75		118.56
12 Sep	Online Banking transfer - 0249		50.00	168.56
18 Sep	Visa Debit purchase - 3050 STEAMGAMES.COM	39.99		128.57

669 RBPDA10020_4266176_018 - 0064672 HPI - 00 - 1 - 492 - 11 -



Your RBC personal banking account statement²⁰¹

From September 6, 2017 to October 6, 2017

Details of your account activity - continued

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2 Oct	Visa Debit purchase - 8917 APL* ITUNES.COM	9.99		118.58
	Closing Balance			\$118.58

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date.

If you opted to receive cheque images, only images of the front of your cheques have been sent to you with this Account Statement. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date.

Please retain this statement for your records.

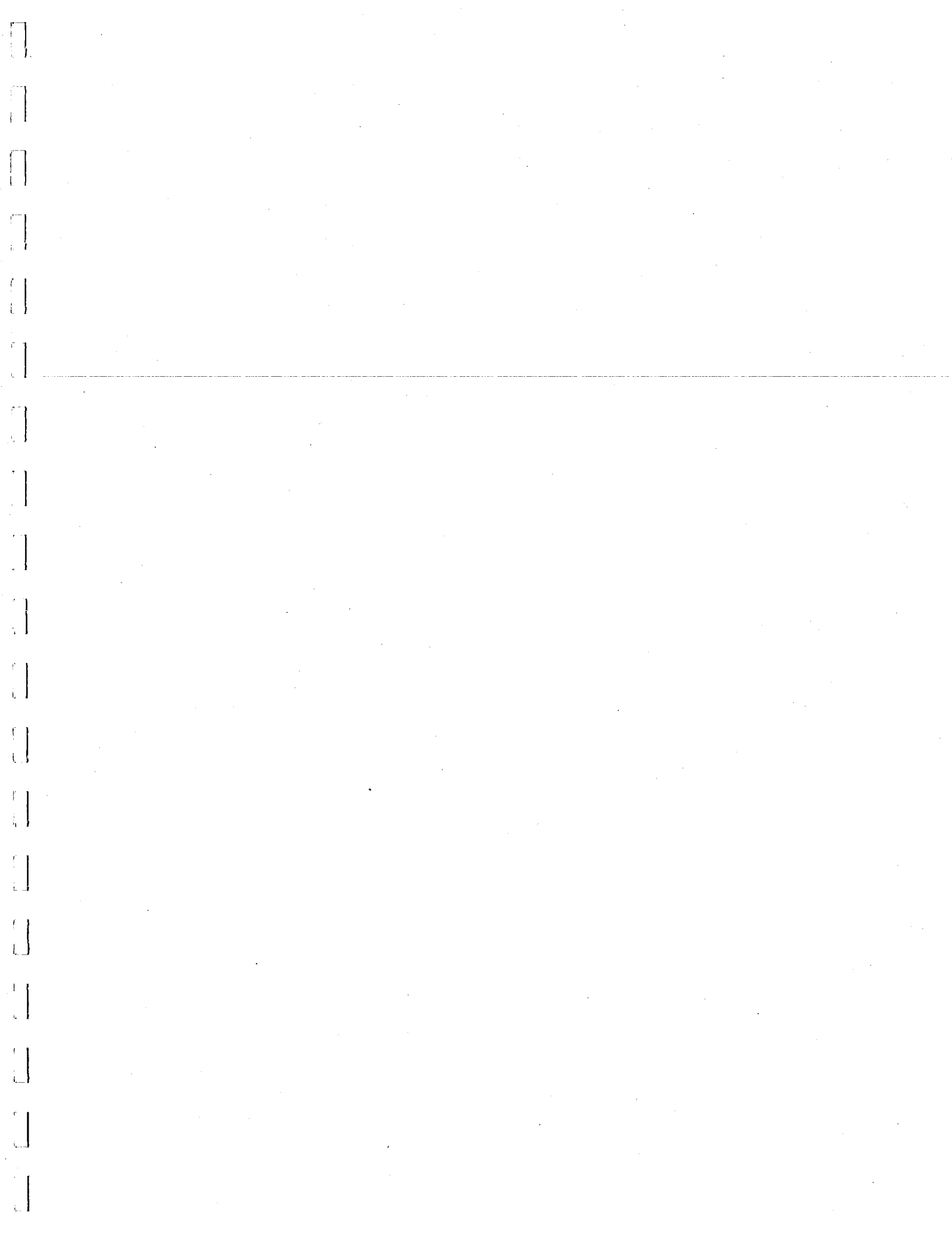
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Royal Bank of Canada GST Registration Number: R105248185

Royal Trust Corporation of Canada GST Registration Number: R104640566

The Royal Trust Company GST Registration Number: R105248264





Royal Bank of Canada
P.O. Box 4047 Terminal A
Toronto ON M5W 1L5

Your RBC personal banking account statement

From October 6, 2017 to November 6, 2017

RBPDA10020_4933851_027 E D 006 00232 00354
WALTER DAVIES
24 COUNTRY CLUB DR
KING CITY ON L7B 1M5

Your account number: 00232-5044334

How to reach us: 1-800 ROYAL® 1-1
(1-800-769-2511)
www.rbcroyalbank.com/deposits

Summary of your account for this period

RBC Student Banking™ 00232-5044334

Royal Bank of Canada
15408 YONGE ST, AURORA, ON L4G 1N9

Your opening balance on October 6, 2017	\$118.58
Total deposits into your account	+ 893.98
Total withdrawals from your account	- 531.90
Your closing balance on November 6, 2017	= \$480.66

Details of your account activity

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Opening Balance			118.58
11 Oct	Visa Debit purchase - 3237 STEAMGAMES.COM	9.13		109.45
12 Oct	INTERAC e-Transfer - 0807		592.67	702.12
16 Oct	Visa Debit purchase - 7756 STEAMGAMES.COM	16.99		685.13
23 Oct	Online Banking payment - 4728 ENBRIDGE	59.83		
	Online Banking payment - 5871 HYDRO ONE	333.34		291.96
24 Oct	INTERAC e-Transfer - 3978		300.00	591.96
25 Oct	Visa Debit purchase - 3800 BLIZZARD	1.31		
	Visa Debit purchase - 2796 BLIZZARD	55.15		535.50
30 Oct	Visa Debit purchase - 6416 APL* ITUNES.COM	9.99		
	Visa Debit purchase - 0676 BLIZZARD	19.84		505.67
2 Nov	Visa Debit authorization expired - 3800 BLIZZARD		1.31	506.98



Your RBC personal banking account statement²⁰³

From October 6, 2017 to November 6, 2017

Details of your account activity - continued

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
3 Nov	Visa Debit purchase - 2800 BLIZZARD	26.32		480.66
	Closing Balance			\$480.66

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date.

If you opted to receive cheque images, only images of the front of your cheques have been sent to you with this Account Statement. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date.

Please retain this statement for your records.

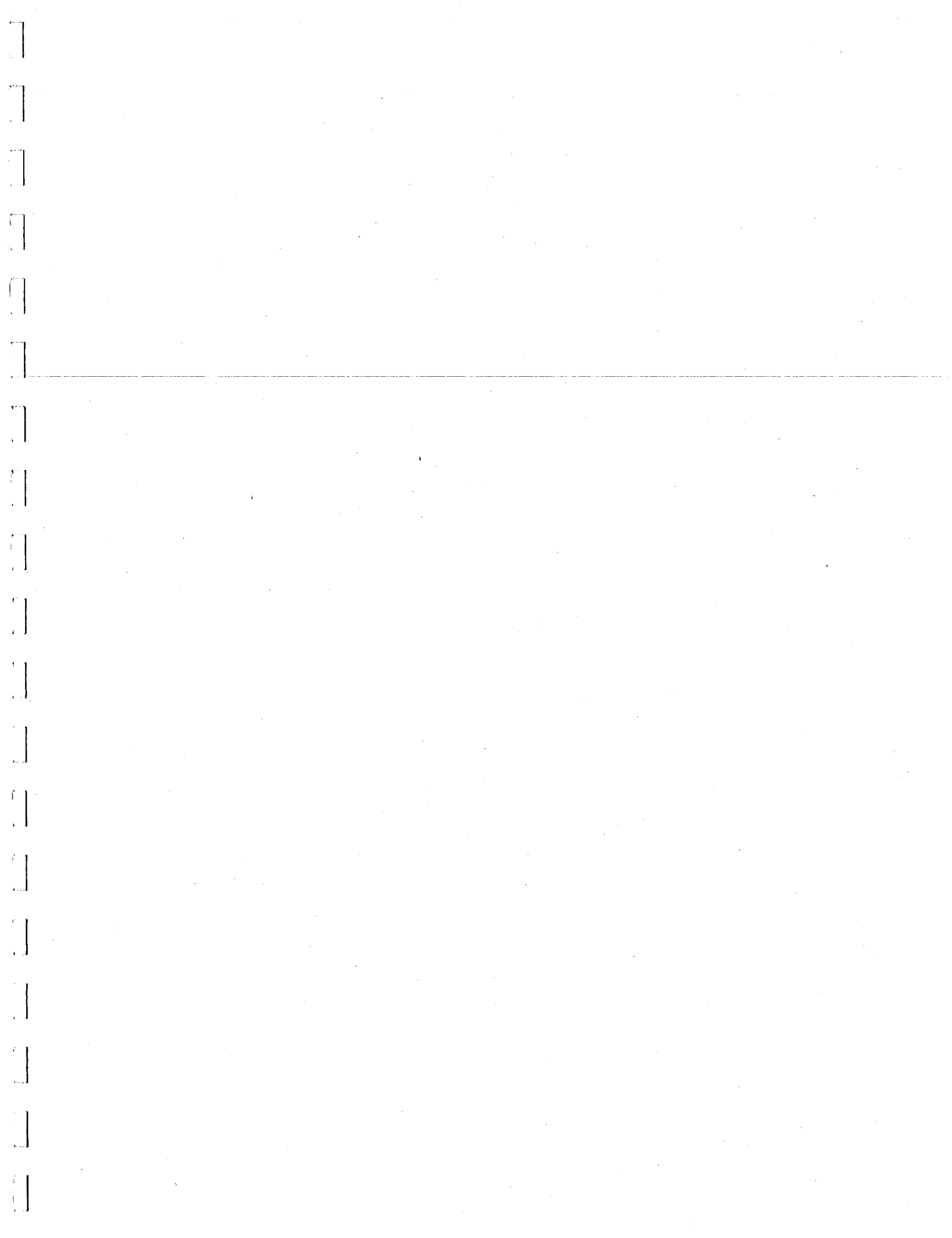
TM Trademarks of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.

[®] Registered trade-mark of Royal Bank of Canada. Royal Trust Corporation of Canada and The Royal Trust Company are licensees of the trade-mark.

Royal Bank of Canada GST Registration Number: R105248165

Royal Trust Corporation of Canada GST Registration Number: R104846666

The Royal Trust Company GST Registration Number: R105248264

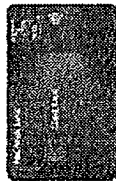




Royal Bank

WALTER DAVIES
November 29, 2017

RBC Day to Day Savings™ (4615)



Current Balance \$1,475.86
Available Balance \$1,475.86


RBC Day to Day Savings™, CAD
Authorized Overdraft \$0.00

Transactions As of Nov 29, 2017

DATE	DESCRIPTION	WITHDRAWALS	DEPOSIT	BALANCE
Nov 21, 2017	Online Banking payment - 8137 ROGERS CABLE	-\$420.00		\$1,475.86
Nov 15, 2017	Online Banking payment - 5444 VISA ROYAL BNK	-\$500.00		\$1,895.86
Nov 07, 2017	Online Banking payment - 7706 ROGERS WIRELESS	-\$446.42		\$2,395.86
Nov 07, 2017	Online Banking payment - 7373 ROGERS CABLE	-\$263.09		
Nov 07, 2017	Online Banking payment - 2999 HYDRO ONE	-\$201.00		
Nov 07, 2017	Online Banking payment - 6843 ENBRIDGE	-\$85.65		
Nov 05, 2017	INTERAC e-Transfer - 3927		\$1,923.98	\$3,392.02

TAB I

THIS IS EXHIBIT "I"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

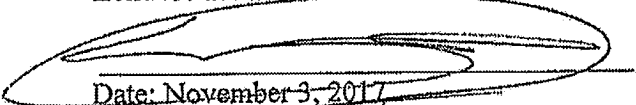
PROMISSORY NOTE

John E. Davies (the "Borrower")

1321805 Ontario Inc. (the "Lender")

For value received, Borrower promises to pay to Lender the amount of \$10,000.00 at 51A Caldari Road, Suite 1M, Concord, Ontario L4K 4G3 at the rate of five (5%) percent interest per annum from the date this note was signed until the date it is repaid in full.

Lender: 1321805 Ontario Inc.


Date: November 3, 2017Printed name: Walter Thompson, ASO

Signed Location: Concord, ON


Borrower: John E. Davies


Date: November 3, 2017Printed name: John Davies

Signed Location: Concord, ON

TAB J

THIS IS EXHIBIT "J"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

Date Friday November 3 2017

Branch 000

Sending Customer DELIUS OXTARIO NE

Street Address 268 KENNEDY ST W

City VANCOUVER

Province STATE WA

Country CANADA

Sending Customer Reference Account 198830710

Receiving Customer BOB FEDERAL BANK

Street Address 4551 LA JOLLA VILLAGE DRIVE SUITE 500

City SAN DIEGO

Province STATE CA

Country UNITED STATES (US)

Account ID BANK 12287751

Customer Code

Settlement Bank PACIFIC COAST BANKERS BANK

Street Address 1696 NORTH CALIFORNIA BLVD STE 500

City VAN NUYS

Province STATE CA

Country UNITED STATES (US)

Bank Code PACVAL566

Destination Bank Account


Wire Payment ID: 171105R655
Financial Transaction ID: 562067

Wire Payment Amount: 0.000000 CAD
Handling Fees: 00.00 CAD

1044-004 06
THE TORONTO DOMINION BANK
NOV 03 2017
15440 Bayview Avenue Unit 9
Aurora, ON L4S 7M
06 10442-004

TAB K

THIS IS EXHIBIT "K"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

AFFIDAVIT OF WALTER THOMPSON

(Sworn November 23, 2017)

I, Walter Thompson, of the City of Aurora in the Province of Ontario, MAKE OATH AND SAY:

1. I am the sole director and officer of 1321805 Ontario Inc. As such, I have personal knowledge of the information set out in this affidavit.
2. I attach as **Exhibit "A"** a copy of the promissory note evidencing the \$10,000 loan made by 1321805 Ontario Inc. to John Davies on November, 3, 2017. These funds were wired directly to BofI Federal Bank on account of Mr. Davies. I attach as **Exhibit "B"** a copy of the wire payment confirmation.
3. The funds for this loan were 1321805 Ontario Inc.'s. I confirm that the funds did not originate, directly or indirectly, from Mr. Davies, an affiliate of Mr. Davies or a party related to Mr. Davies.

SWORN BEFORE ME at the City of Kitchener in the Province of Ontario on November ____, 2017

Commissioner for Taking Affidavits
(or as may be)


WALTER THOMPSON

PROMISSORY NOTE

John E. Davies (the "Borrower")

1321805 Ontario Inc. (the "Lender")

For value received, Borrower promises to pay to Lender the amount of \$10,000.00 at 51A Caldari Road, Suite 1M, Concord, Ontario L4K 4G3 at the rate of five (5%) percent interest per annum from the date this note was signed until the date it is repaid in full.

Lender: 1321805 Ontario Inc.

[Signature]
Date: November 3, 2017

Printed name: Walter Thompson, ASO
Signed Location: Concord, ON

Borrower: John E. Davies

[Signature]
Date: November 3, 2017

Printed name: John Davies
Signed Location: Concord, ON

This is Exhibit A referred to in the affidavit of Walter Thompson sworn before me, this 23rd day of November, 2017

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Wire Payment ID: 171103H655
Financial Transaction ID: 662067

Wire Payment Amount: 10,000.00 CAD
Handling Fees: 30.00 CAD

1044-004 06
THE TORONTO DOMINION BANK
NOV 03 2017
15440 Bayview Avenue Unit 9
Aurora, ON L4G 7J1
06 10442-004

This is Exhibit B referred to in the
affidavit of Walter Thompson
sworn before me, this 23rd
day of November, 2017.

COMMISSIONER FOR TAKING AFFIDAVITS

Date: Friday November 3, 2017

Branch: 1044

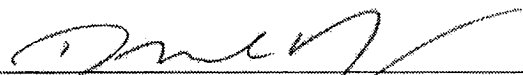
Sending Customer: 1321805 ONTARIO INC
Street Address: 268 KENNEDY ST W
City: AURORA
Province/State: ON
Country: CANADA (CA)
Sending Customer Reference Account: 1988 307133

Receiving Customer: BOFI FEDERAL BANK
Street Address: 4350 LA JOLLA VILLAGE DRIVE STE 140
City: SAN DIEGO
Province/State: CA
Country: UNITED STATES (US)
Account#/IBAN: 122287251
Customer Code:

Settlement Bank: PACIFIC COAST BANKERS BANK
Street Address: 1676 NORTH CALIFORNIA BLYD STE 300
City: WALNUT CREEK
Province/State: CA
Country: UNITED STATES (US)
Bank Code: FC000566
Intermediary Bank Account#:

TAB L

THIS IS EXHIBIT "L"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

Loan Statement

Account Number	Current Due Amount	Past Due Amount	Payment Due Date	Total Amount
70129002	3,129.88	9,702.62	9/01/17	12,832.50

Property Address: 35411 N. 66TH PL
CAREFREE, AZ 85377

Additional Escrow _____ Additional Principal _____

TOTAL AMOUNT YOU ARE PAYING



Payments received after due date will appear as past due on your next statement.

008458 0.5360 SP 0.500
JOHN EVAN DAVIES
35411 N. 66TH PL
CAREFREE, AZ 85377

TR00031

BOFI Federal Bank Loan Payments
P.O. Box 80471
City of Industry, CA 91716-8471

80471000000070129002000031298800012832500



Digital banking at your fingertips

- Online Banking
- Mobile Banking
- Mobile Deposits
- Award Winning Banking Solutions



**Bank of
Internet USA**

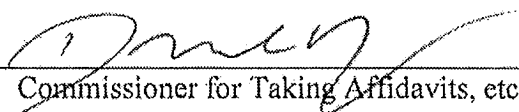


Account Number	Statement Closing Date	Interest Rate	YTD Interest Paid	Escrow Balance	Current Balance
70129002	11/15/17	4.7500%	18,694.03	0.00	586,752.49
Posting Date	Transaction Description			Amount	Balance
10/17/17	PREVIOUS PRINCIPAL BALANCE				586,752.49
Payment Due Date	Current Due Amount	Past Due Amount	Late Charge Date	Late Charge Amount	Total Due Amount
9/01/17	3,129.88	9,702.62	12/18/17	156.49	12,832.50
		Principal	Interest	Escrow	Other Fees
		816.94	2,312.94	0.00	0.00

LJLNLOAN LNE280 N 171116-08458-0001

TAB M

THIS IS EXHIBIT "M"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

Mayberry
FINE ART
www.mayberryfineart.com
info@mayberryfineart.com



212 McDermot Avenue
Winnipeg, Manitoba
R3B 0S3, CANADA
ph 204.255.5690
fax 204.255.7852

ART LEASE

THIS AGREEMENT #L384, IS MADE THIS 8TH DAY, OF FEBRUARY, A.D. 2010, BETWEEN MAYBERRY HOLDINGS LTD. T/A 'MAYBERRY FINE ART' (THE LESSOR), AND:

LESSEE CO.NAME **The Davies Family Trust**
LESSEE **Mr. John Davies, Trustee**
ADDRESS **2 Skyview Lane**

CITY Aurora	PROV ON	BUS. PH
COUNTRY		BUS. FAX
POSTAL CODE L4G 6W5		HM, PH 905 751-0637
BUS. EMAIL		HM, EMAIL johndavies55@rogers.com
CONTACT		

MINIM. # OF MONTHS	36	BASIC MONTHLY AMOUNT (A) :	\$2000.00
LEASE ANNIV. DATE	MAR 1, 2010	PLUS GST:	\$100.00
MODE OF PAYMENT	MONTHLY	PLUS PST:	
MINIM. # OF PAYMENTS	36	TOTAL:	\$2100.00

-IF PAYMENTS ARE MONTHLY, THE BASIC RENTAL AMOUNT WILL BE AMOUNT (A) PLUS TAX
-IF PAYMENTS ARE TO BE MADE QUARTERLY, BIANNUALLY OR ANNUALLY, THE BASIC RENTAL AMOUNT WILL BE AMOUNT (A) X 3, 6, OR 12 RESPECTIVELY (PLUS TAX)

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS LEASE AGREEMENT, THE PARTIES AGREE WITH EACH OTHER AS FOLLOWS:

- 1. LEASE OF ARTWORK.** The Lessor hereby leases the art work described in Schedule 'A' attached (the "artwork") to the Lessee for the minimum number of months (the "term"), at the rental and subject to the terms and conditions set out in this lease. SUCH LEASE PAYMENTS SHALL BE MADE AS FOLLOWS: A MINIMUM OF 36 MONTHLY PAYMENTS OF \$2100.00, (INCLUDING APPLICABLE TAXES), COMMENCE 3/1/2010.
- 2. RENTAL PAYMENTS.** For the lease and use of the artwork, the Lessee shall make periodic rent payments to the Lessor in the amounts and at the times set out in Schedule 'A'.
- 3. LOCATION.** The artwork shall be located at the premises indicated in Schedule 'A' for the term of this lease, and shall not be removed to any other location without the Lessor's prior written consent.

LEASE # L384

4. OWNERSHIP AND USE. The artwork shall at all times be and remain the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest in the artwork, except for the right to display the artwork in its intended manner, and shall hold the artwork in trust for the Lessor. No photographs of its use or other than for display on the Lessee's premises are permitted, except with the Lessor's prior written consent. The Lessee shall not clean or repair the artwork or remove it from its frame or base.

5. INSURANCE. The Lessee shall obtain and maintain insurance to the full value of the artwork stipulated in Schedule 'A' against loss and damage from fire, theft, natural disasters and liability, and in the event of any loss will pay over the full proceeds of such insurance to the Lessor promptly upon receipt from the insurer. The Lessee shall provide the Lessor with proof of adequate insurance promptly upon request, and the policy and insurer shall be subject to the Lessor's approval, acting reasonably. The Lessee's insurance shall name the Lessor as first loss payee, and contain a clause requiring that the Lessor receive 30 days prior notice of cancellation.**6. INDEMNITY.** The Lessee shall indemnify and hold harmless the Lessor from and against any and all claims by third parties arising from the Lessee's possession and use of the artwork.

7. SECURITY INTERESTS. The Lessee hereby acknowledges and confirms the security interests of the Lessor in the artwork and will cooperate fully in any and all filings required to perfect such security interests. The artwork shall remain personal or moveable property regardless of the manner in or extent to which it happens to be attached to real property. The Lessee shall install the artwork in such a manner as will permit its removal without material damage to the premises. The Lessee shall not deny the Lessor immediate and reasonable access to the Lessee's premises to recover possession of the artwork at the end of the term of this lease or if the Lessee defaults in performing its obligations hereunder, and such entry shall not constitute any manner of trespass. For greater clarity, the artwork shall remain the property of the Lessor and therefore, in any event of the Lessee's default, the Lessor shall be entitled to repossess the Lessor's own property and not simply acting as an unpaid vendor.

8. DEFAULT. If the Lessee fails to make any payment promptly when due or to perform any of its other obligations under this agreement, then the Lessor in its absolute discretion shall be entitled to terminate this lease in writing to the Lessee. In that event the Lessee shall immediately return the artwork to the Lessor and shall be liable to the Lessor to pay all arrears of rent then owing. In the event of any default on the part of the Lessee, the Lessor shall retain all its rights at law and in equity and shall be entitled to recoup all legal fees and costs (on the basis of a solicitor and the solicitor's own client) incurred to remedy the default.

9. TERMINATION. Unless the Lessee exercises the Lessee's option to purchase as described below, the Lessee shall return the artwork to the Lessor in good repair promptly at the expiration or termination of the lease for any reason. If the Lessee fails to return the artwork promptly when required, the Lessor and its agents and representatives shall be entitled to enter the Lessee's premises to retake possession of the artwork without further legal process, and the Lessor shall be entitled to recoup all legal fees and costs (on the basis of a solicitor and the solicitor's own client) necessarily incurred in that regard.

LEASE # L384

10. OPTION TO PURCHASE. The Lessee has the option to purchase the artwork (or, if it comprises more than two or more pieces, any of it), which option the Lessee may exercise (if at all) in writing to the Lessor no less than 30 days prior to the lease anniversary date specified in Schedule 'A'. The purchase price shall be calculated as follows:

- AT THE 1ST ANNIVERSARY, 3/1/2011, 80% OF MARKET VALUE = 64000 PLUS APPLICABLE TAXES;
- AT THE 2ND ANNIVERSARY, 3/1/2012, 60% OF MARKET VALUE = 48000 PLUS APPLICABLE TAXES;
- AT THE 3RD ANNIVERSARY, 3/1/2013, 40% OF MARKET VALUE = 32000 PLUS APPLICABLE TAXES;
- AT THE 4TH ANNIVERSARY, 3/1/2014, 20% OF MARKET VALUE = 16000 PLUS APPLICABLE TAXES; AND
- AT THE 5TH ANNIVERSARY, 3/1/2015, 10% OF MARKET VALUE = 8000 PLUS APPLICABLE TAXES,

where 'original value' means the amount indicated as such in Schedule 'A'. Alternatively, the Lessor and the Lessee may agree to extend the term of this Lease for an additional 12-month period at the established rental rate and otherwise on the same terms and conditions as applied in the original term.

11. ASSIGNMENT AND SUBLETTING. The Lessee may not assign its rights under this agreement nor transfer, deliver possession, sub-let or otherwise dispose of the artwork, in any event without the prior written consent of the Lessor, which consent may be arbitrarily withheld.

12. AMENDMENTS. This agreement shall not be amended except in writing signed by both parties.

13. APPLICABLE LAWS. The agreement shall be construed under the laws of Manitoba and the parties hereby attorn to the exclusive jurisdiction of the Manitoba Courts,

14. BINDING EFFECT. This agreement is not effective until duly executed on behalf of the Lessor. Once it is fully executed, this agreement shall bind and enure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

AND THE PARTIES HAVE EXECUTED THIS LEASE AGREEMENT.

Dated: Feb. 20 / 2010

Dated: March 17, 2010

MAYBERRY FINE ART LTD.
V/a 'Mayberry Fine Art'

John Davies for the Davies Family Trust

Lessee

obrock

[Signature]

Its authorized representative

(Signature)

LEASE # 1384

ANNIV: Mar 1, 2010

SCHEDULE 'A'

ARTWORK

ARTIST	DESCRIP.	ORIGINAL VALUE	BASE LEASE
Robert Bateman	AW4502 "Window into Ontario", 48 x 96, acrylic, 1977	\$80000.00	\$2000.00

TOTAL LEASE VALUE: \$80000.00

-IF PAYMENTS ARE MONTHLY, THE BASIC RENTAL AMOUNT WILL BE AMOUNT (A) PLUS TAX

BASIC MONTHLY AMOUNT (A) : \$2000.00

PLUS GST: \$100.00

-IF PAYMENTS ARE TO BE MADE QUARTERLY, BIANNUALLY OR ANNUALLY, THE BASIC RENTAL AMOUNT WILL BE AMOUNT (A) X 3, 6, OR 12 RESPECTIVELY (PLUS TAX)

PLUS PST:

TOTAL: \$2100.00


MINIM. # OF MONTHS 36
 MINIM. # OF PAYMENTS 36

LEASE ANNIV. DATE MAR 1, 2010
 MODE OF PAYMENT MONTHLY



TAB N

THIS IS EXHIBIT "N"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

Mayberry
FINE ART

www.mayberryfineart.com
info@mayberryfineart.com



*Sept 23/13
last amt
\$50*

221

212 McDermot Ave
Winnipeg, Manitoba
R3B 0S3 Canada

Phone: 204.255.5690
Fax: 204.255.7852

ARTWORK LEASE AGREEMENT

This agreement #LB16 is made this 11th day, of September, A.D. 2013, between **Mayberry Holdings Ltd T/A 'Mayberry Fine Art'** (THE LESSOR) and:

Lessee: Memory Care Investments Ltd.

Contact: John Davies

Phone: 905.751.0568

Address: 51-A Caldary Rd. Suite 1M (2nd Floor)
Vaughan, Ontario L4K 4G3

Fax:

Email: johndavies55@rogers.com

Minimum # of Months:	36	Base monthly rate (A):	\$1,561.88
Lease Term (Years)	3	GST/HST	\$203.04
Anniversary Date:	Oct 01, 2013	PST	\$0.00
Mode of Payment:	PAD	Monthly Total	\$1,764.92

- If payments are made monthly, the basic rate will be amount (A) plus tax.
- If payments are made quarterly, biannually, or annually, the basic rate will be amount (A) x3, 6 or 12 respectively plus tax.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS LEASE AGREEMENT, THE PARTIES AGREE WITH EACH OTHER AS FOLLOWS:

1. LEASE OF ARTWORK: The Lessor hereby leases the artwork described in Schedule 'A' attached (the 'artwork') to the Lessee for the minimum number of months (the 'term'), at the rate and subject to the terms and conditions set out in the lease. **SUCH LEASE PAYMENTS SHALL BE MADE AS FOLLOWS:** A minimum of 36 monthly payments of \$1,764.92 dollars (including applicable taxes), commence 2013-10-01.

2. LEASE PAYMENTS: For the lease and use of the artwork, the Lessee shall make periodic payments to the Lessor in the amounts and at the times set out in Schedule 'A'.

3. LOCATION: The artwork shall be located at the premises indicated in Schedule 'A' for the term of this lease, and shall not be removed to any other location without the Lessor's prior written consent.

4. OWNERSHIP AND USE: The artwork shall at all times be and remain the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest in the artwork, except for the right to display the artwork in its intended manner, and shall hold the artwork in trust for the Lessor. No photographs of its use or other than for display on the Lessee's premises are permitted except with the Lessor's prior written consent. The Lessee shall not clean or repair the artwork or remove it from its frame or base.

5. INSURANCE: The Lessee shall obtain and maintain insurance to the full value of the artwork stipulated in Schedule 'A' against loss and damage from fire, theft, natural disasters and liability, and in the event of any loss will pay over the full proceeds of such insurance to the Lessor promptly upon receipt from the insurer. The Lessee shall provide the Lessor with proof of adequate insurance promptly upon request, and the policy and insurer shall be subject to the Lessor's approval, acting reasonably. The Lessee's insurance shall name the Lessor as the first loss payee, and contain a clause requiring that the Lessor receive 30 days prior notice of cancellation.

6. INDEMNITY: The Lessee shall indemnify and hold harmless the Lessor from and against any and all claims by third parties arising from the Lessee's possession and use of the artwork.

7. SECURITY INTERESTS: The Lessee hereby acknowledges and confirms the security interests of the Lessor in the artwork and will cooperate fully in any and all filings required to perfect such security interests. The artwork shall remain personal or moveable property regardless of the manner in or extent to which it happens to be attached to real property. The Lessee shall install the artwork in such a manner as will permit its removal without material damage to the premises. The Lessee shall not deny the Lessor immediate and reasonable access to the Lessee's premises to recover possession of the artwork at the end of the term of this lease or if the Lessee defaults in performing its obligations here under, and such entry shall not constitute any manner of trespass. For greater clarity, the artwork shall remain the property of the Lessor and therefore, in any event of the Lessee's default, the Lessor shall be entitled to repossess the Lessor's own property and not simply acting as an unpaid vendor.

8. DEFAULT: If the Lessee fails to make any payment promptly when due or to perform any of its other obligations under this agreement, then the Lessor in its absolute discretion shall be entitled to terminate this lease in writing to the Lessee. In that event the Lessee shall immediately return the artwork to the Lessor and shall be liable to the Lessor to pay all arrears owing. In the event of any default on the part of the Lessee, the Lessor shall retain all its rights at law and in equity and shall be entitled to recoup all legal fees and costs (on the basis of a solicitor and the solicitor's own client) incurred to remedy the default.

9. TERMINATION: Unless the Lessee exercises the Lessee's option to purchase as described below, the Lessee shall return the artwork to the Lessor in good repair promptly at the expiration or termination of the lease for any reason. If the Lessee fails to return the artwork promptly when required, the Lessor and its agents and representatives shall be entitled to enter the Lessee's premises to retake possession of the artwork without further legal process, and the Lessor shall be entitled to recoup all legal fees and costs (on the basis of a solicitor and the solicitor's own client) necessary incurred in that regard.

10. OPTION TO PURCHASE: The Lessee has the option to purchase the artwork(s) after making the minimum number of payments listed in Schedule 'A', which option the Lessee may exercise (if at all) in writing to the Lessor no less than 30 days prior to the lease anniversary date Schedule 'A'. The purchase price shall be calculated as follows:

\$50.00 plus applicable taxes

Lease #: L816

11. **ASSIGNMENT AND SUBLETTING:** The Lessee may not assign its rights under this agreement, not transfer, deliver possession, sub-let or otherwise dispose of the artwork, in any event without prior written consent of the Lessor, which consent may be arbitrarily withheld.

12. **AMENDMENTS:** This agreement shall not be amended except in writing signed by both parties.

13. **APPLICABLE LAWS:** The agreement shall be construed under the laws of Manitoba and the parties hereby attorn to the exclusive jurisdiction of the Manitoba Courts.

14. **BINDING EFFECT:** This agreement is not effective until duly executed on behalf of the Lessor. Once it is fully executed, this agreement shall bind and ensure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

AND THE PARTIES HAVE EXECUTED THIS LEASE AGREEMENT.

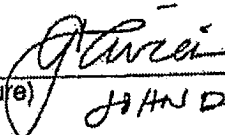
Dated: September 11, 2013

Dated: SEPT. 12, 2013

MAYBERRY FINE ART LTD.
t/a 'Mayberry Fine Art'

MEMORY CARE INVESTMENTS LTD.
Lessee


Its authorized representative

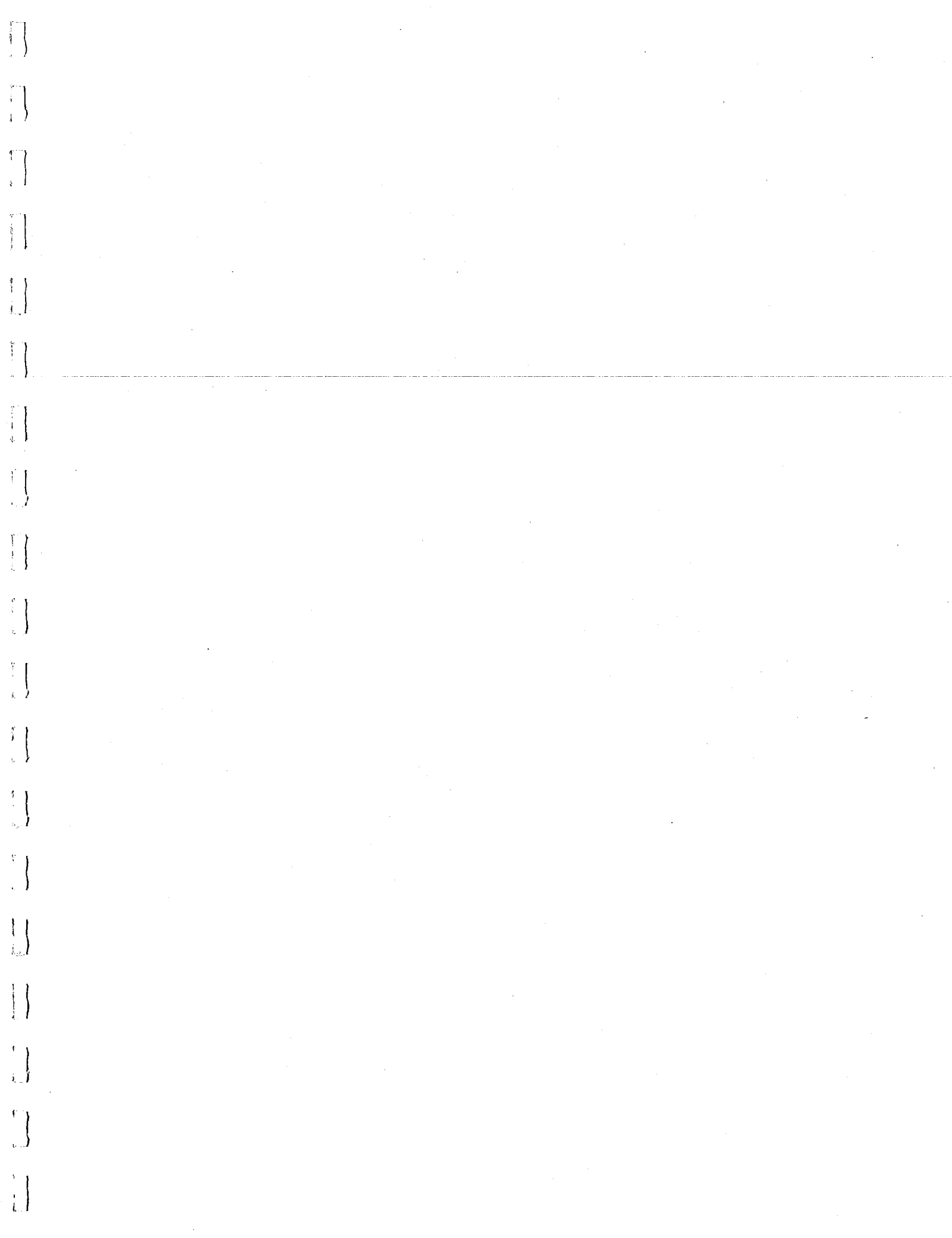

(Signature) JOHN DAVIET, PRESIDENT

SCHEDULE 'A' : THE ARTWORK

Item ID	Item Description	Original Value	Lease Base
AW25201	"One More Block" by Sheila Kernan (2012)	\$3,900.00	\$132.71
AW25712	"Translucent #21" by Rand Heidinger (2013)	\$7,100.00	\$241.60
AW25834	"White Pine" by Alfred Joseph Casson ()	\$2,000.00	\$68.06
AW24564	"Jack Pine" by Alexander Young Jackson (1950)	\$3,400.00	\$115.69
AW25902	"In The Moment II" by Sheila Kernan (2013)	\$1,900.00	\$64.65
AW23898	"Mood of the Mountains" by Randolph Parker (2011)	\$8,300.00	\$282.43
AW24044	"Winnipeg Parkette" by Terry Watkinson (2011)	\$2,600.00	\$88.47
AW25455	"Night Vision" by Terry Watkinson (2013)	\$3,300.00	\$112.29
AW5250	"395 Main Street" by Terry Watkinson (2010)	\$3,600.00	\$122.50
AW25938	"Algoma Country" by Lawren Harris (1948)	\$4,600.00	\$156.53
AW24541	"Falling" by Rand Heidinger (2012)	\$5,200.00	\$176.94

Total Lease Value: \$45,900.00

Minimum # of Months:	36	Base monthly rate (A):	\$1,561.88
Lease Term (Years)	3	GST	\$203.04
Anniversary Date:	Oct 01, 2013	PST	\$0.00
Mode of Payment:	PAD	Monthly Total	\$1,764.92



Mayberry
FINE ART

www.mayberryfineart.com
info@mayberryfineart.com



212 McDermot Ave
Winnipeg, Manitoba
R3B 0S9 Canada

Phone: 204.255.5680
Fax: 204.255.7852

ARTWORK LEASE AGREEMENT

This agreement #L839 is made this 2nd day, of April, A.D. 2014, between Mayberry Holdings Ltd T/A 'Mayberry Fine Art' (THE LESSOR) and:

Lessee: Memory Care Investments Ltd.

Contact: John Davies

Address: 2 Skyview Lane
Aurora ON L4G 6W5
Canada

24 Country Club Dr
King City, Ontario
L7B 1M5

Phone: 905.764.0688-

905.841.4367

Fax:

Email: johndavies55@rogers.com

Minimum # of Months:	12	Base monthly rate (A):	\$672.50
Lease Term (Years)	5	GST/HST	\$87.43
Anniversary Date:	May 01, 2014	PST	\$0.00
Mode of Payment:	PAD	Monthly Total	\$759.93

- If payments are made monthly, the basic rate will be amount (A) plus tax.
- If payments are made quarterly, biannually, or annually, the basic rate will be amount (A) x3, 6 or 12 respectively plus tax.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS LEASE AGREEMENT, THE PARTIES AGREE WITH EACH OTHER AS FOLLOWS:

1. LEASE OF ARTWORK: The Lessor hereby leases the artwork described in Schedule 'A' attached (the 'artwork') to the Lessee for the minimum number of months (the 'term'), at the rate and subject to the terms and conditions set out in the lease. SUCH LEASE PAYMENTS SHALL BE MADE AS FOLLOWS: A minimum of 12 monthly payments of \$759.93 dollars (including applicable taxes), commence 2014-05-01.

2. LEASE PAYMENTS: For the lease and use of the artwork, the Lessee shall make periodic payments to the Lessor in the amounts and at the times set out in Schedule 'A'.

3. LOCATION: The artwork shall be located at the premises indicated in Schedule 'A' for the term of this lease, and shall not be removed to any other location without the Lessor's prior written consent.

4. OWNERSHIP AND USE: The artwork shall at all times be and remain the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest in the artwork, except for the right to display the artwork in its intended manner, and shall hold the artwork in trust for the Lessor. No photographs of its use or other than for display on the Lessee's premises are permitted except with the Lessor's prior written consent. The Lessee shall not clean or repair the artwork or remove it from its frame or base.

Christie @ mayberryfineart.com

Lease #: L839

5. INSURANCE: The Lessee shall obtain and maintain insurance to the full value of the artwork stipulated in Schedule 'A' against loss and damage from fire, theft, natural disasters and liability, and in the event of any loss will pay over the full proceeds of such insurance to the Lessor promptly upon receipt from the insurer. The Lessee shall provide the Lessor with proof of adequate insurance promptly upon request, and the policy and insurer shall be subject to the Lessor's approval, acting reasonably. The Lessee's insurance shall name the Lessor as the first loss payee, and contain a clause requiring that the Lessor receive 30 days prior notice of cancellation.

6. INDEMNITY: The Lessee shall indemnify and hold harmless the Lessor from and against any and all claims by third parties arising from the Lessee's possession and use of the artwork.

7. SECURITY INTERESTS: The Lessee hereby acknowledges and confirms the security interests of the Lessor in the artwork and will cooperate fully in any and all filings required to perfect such security interests. The artwork shall remain personal or moveable property regardless of the manner in or extent to which it happens to be attached to real property. The Lessee shall install the artwork in such a manner as will permit its removal without material damage to the premises. The Lessee shall not deny the Lessor immediate and reasonable access to the Lessee's premises to recover possession of the artwork at the end of the term of this lease or if the Lessee defaults in performing its obligations here under, and such entry shall not constitute any manner of trespass. For greater clarity, the artwork shall remain the property of the Lessor and therefore, in any event of the Lessee's default, the Lessor shall be entitled to repossess the Lessor's own property and not simply acting as an unpaid vendor.

8. DEFAULT: If the Lessee fails to make any payment promptly when due or to perform any of its other obligations under this agreement, then the Lessor in its absolute discretion shall be entitled to terminate this lease in writing to the Lessee. In that event the Lessee shall immediately return the artwork to the Lessor and shall be liable to the Lessor to pay all arrears owing. In the event of any default on the part of the Lessee, the Lessor shall retain all its rights at law and in equity and shall be entitled to recoup all legal fees and costs (on the basis of a solicitor and the solicitor's own client) incurred to remedy the default.

9. TERMINATION: Unless the Lessee exercises the Lessee's option to purchase as described below, the Lessee shall return the artwork to the Lessor in good repair promptly at the expiration or termination of the lease for any reason. If the Lessee fails to return the artwork promptly when required, the Lessor and its agents and representatives shall be entitled to enter the Lessee's premises to retake possession of the artwork without further legal process, and the Lessor shall be entitled to recoup all legal fees and costs (on the basis of a solicitor and the solicitor's own client) necessary incurred in that regard.

10. OPTION TO PURCHASE: The Lessee has the option to purchase the artwork(s) after making the minimum number of payments listed in Schedule 'A', which option the Lessee may exercise (if at all) in writing to the Lessor no less than 30 days prior to the lease anniversary date Schedule 'A'. The purchase price shall be calculated as follows:

- At the 1st anniversary, \$ 21,520.00 plus applicable taxes.
- At the 2nd anniversary, \$ 16,140.00 plus applicable taxes.
- At the 3rd anniversary, \$ 10,760.00 plus applicable taxes.
- At the 4th anniversary, \$ 5,380.00 plus applicable taxes.
- At the 5th anniversary, \$50.00 plus applicable taxes.

Alternatively, the Lessor and the Lessee may agree to extend the term of this lease for an additional 12 months period at the established lease rate and otherwise on the same terms and conditions applied in the original term.



Lease #: L839

11. ASSIGNMENT AND SUBLETTING: The Lessee may not assign its rights under this agreement, not transfer, deliver possession, sub-let or otherwise dispose of the artwork, in any event without prior written consent of the Lessor, which consent may be arbitrarily withheld.

12. AMENDMENTS: This agreement shall not be amended except in writing signed by both parties.

13. APPLICABLE LAWS: The agreement shall be construed under the laws of Manitoba and the parties hereby attorn to the exclusive jurisdiction of the Manitoba Courts.

14. BINDING EFFECT: This agreement is not effective until duly executed on behalf of the Lessor. Once it is fully executed, this agreement shall bind and ensure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

AND THE PARTIES HAVE EXECUTED THIS LEASE AGREEMENT.

Dated: April 2, 2014

Dated: April 3, 2014

MAYBERRY FINE ART LTD.
t/a 'Mayberry Fine Art'

John Davies
Lessee

[Signature]
its-authorized representative

[Signature]
(Signature)

Lease #: L839

SCHEDULE 'A' : THE ARTWORK

Item ID	Item Description	Original Value	Lease Base
AW25980	"Unfitted 32" by Rand Heldinger (2013)	\$3,800.00	\$90.00
AW26028	"Orange-Gravity" by Rand Heldinger (2013)	\$6,800.00	\$165.00
AW25037	"Turquoise Days" by Laura Harris (2012)	\$1,800.00	\$45.00
AW25036	"The Straight & Narrow" by Laura Harris (2012)	\$2,400.00	\$60.00
AW23303	"Their Time to Go" by Laura Harris (2011)	\$5,900.00	\$147.50
AW26027	"Silver-Gravity" by Rand Heldinger (2013)	\$6,800.00	\$165.00

Total Lease Value: \$26,900.00

Minimum # of Months:	12	Base monthly rate (A):	\$672.50
Lease Term (Years)	5	GST	\$87.43
Anniversary Date:	May 01, 2014	PST	\$0.00
Mode of Payment:	PAD	MonthlyTotal	\$759.93

TAB 0

THIS IS EXHIBIT "O"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

OLIVER JEWELLERY
 o/b Oliver Jewellery Woodbridge Inc.
 23-9750 WESTON RD
 WOODBRIDGE, ON L4H 2Z7

Customer #2122001
 JUDITH L DAVIES
 24 COUNTRY CLUB DR.
 KING CITY, ON L7B 1M5

Sex: F
 Height: 5' 2"
 Weight:
 Hair:
 Eyes:
 DOB: 05/03/1967

#: 2000262
 Page: 1 of 1
 Date: 12/19/2016
 EMP: AS

(416) 322-5996

ID: ON Drivers License
 ID#: D0915-41766-75503

Pawn

DATE DUE
 12/19/2017

ITEM	DESCRIPTION OF PLEDGED PROPERTY: You are giving a security interest in the following goods.	AMOUNT
WATCH	WATCH JEWELRY ROLEX 178383; Date/Just 31mm mother of pearl dial w/ diams	\$2500.00
<small>See your contract for any additional information concerning nonpayment and default and prepayment refunds or penalties.</small>		
<small>Itemization of the Amount Financed of</small>	<small>Amount given to you directly</small>	<small>Amount Refinanced</small>
2500.00	2500.00	
<small>PREPAYMENT: If you pay off early, you will not be entitled to a return of part of the finance charge.</small>		<small>*AMOUNT FINANCED. The amount of cash advanced or credit extended to you.</small>
Pledgor Initials <i>[Signature]</i>		2500.00
		<small>FINANCE CHARGE. The dollar amount the credit will cost you per month.</small>
		125.00

The interest rate is 5% per month payable upon redemption. A \$20.00 minimum charge applies.
 In consideration of and to secure the amount identified as the "Amount Financed", Pledgor hereby deposits with the issuer of this pawn ticket the described pledged property listed above. Pledgor is at least 18 years of age, and represents that he/she is the true owner of described pledged property, that item(s) pledged are free and clear of all claims, liens and encumbrances. The pledged property listed above will be held by the Pledgee for a period of 365 days as prescribed by law. After the aforesaid time the Pledgor releases all equity in said pledged property to the Pledgee if payment of amount financed plus interest is not paid and the pledged property not redeemed. If an extension to pay has been granted finance charges shall continue to accrue as set forth at the rate above. The Pledgee agrees to take reasonable care in the storage of the pledged property listed above and is not to be held responsible for fire, theft, burglary or acts of God. The Pledgor must personally attend and produce valid photo ID to redeem or inquire about this pledge. The pledged property must be redeemed on time or ownership will pass to the Pledgee in accordance with the Law.

Pledgor acknowledges that Ontario legislation states that the Pledgor's name, pawn ticket number and pledged Property description be listed in a newspaper notice after the redemption period. As federal privacy legislation prohibits the publication of names without consent, Pledgor requests that the notice be delivered by first class mail to the address above. Pledgor Initials *[Signature]*

- NO VERBAL AGREEMENTS FOR ADDITIONAL DAYS • CASH ONLY IN POLYMER BILLS ACCEPTED •
- NO GOODS SHOWN PRIOR TO REDEMPTION (NO VIEWINGS) ALL INQUIRIES MUST BE IN PERSON BY THE TICKET HOLDER WITH VALID ID •
- ADDRESS CHANGES MUST BE MADE IN PERSON • NO TELEPHONE INQUIRIES •

Pawns must be picked up Monday to Friday from 10am to 5pm and 10:00am to 3:30pm on Saturdays

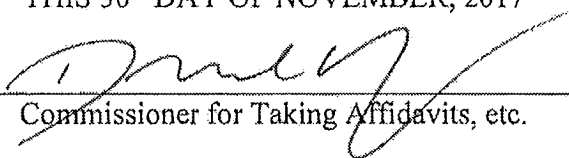
[Signature] I confirm that I have read and understand the terms of this agreement.

X _____
 PLEDGOR'S SIGNATURE

X _____
 SIGNATURE ON REDEMPTION DATE

TAB P

THIS IS EXHIBIT "P"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

Promissory Note

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I hereby promise to pay Jerry Snaper the sum of \$7,500.⁰⁰/_{xx} on demand together with interest at 12% per annum. The security on the loan is an emerald diamond pendant and two ear rings of emeralds and diamonds. A picture taken on August 22, 2017 shall help identify the jewelry.

The loan is fully open. Payment on the highest balance at 1% per month shall be paid on each 1st of the month commencing Oct 1, 2017.

Should any indebted party not survive the payment herein demand for payment may be made on the trustees and on beneficiaries of the estate.

Upon payment in full the jewelry shall be returned to JOHN DAVIES.

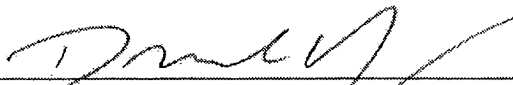
Javier

Dated at Thornhill this 22nd
day of August 2017

Javier

TAB Q

THIS IS EXHIBIT "Q"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

465117

Printed for JAMES MCTAMNEY & CO. INC. at 139 CHURCH ST

MCTAMNEY'S

BUY | SELL | LOAN
SINCE 1860

139 CHURCH STREET, TORONTO, ON CANADA M5A 2P2

2000.00

DAVIES, JUDITH

ITEMS PAINTED

DATE AUTO WATCH* JEWELLERY ROLEX GMT-MASTER11, #F357821;

*0290/50.899 41123
BLACK B&P16*

CONDITIONS

- Loan may be renewed by payment of interest, storage & ticket charge.
- In care of lost ticket notify us immediately.
- Not responsible for loss or damage.
- Customer ID required.
- Cash or debit only.
- Goods not shown while in pawn.
- This ticket is not transferable.

This pawn ticket expires one year from date of issue.

0#465117

Rates 2% per month, storage \$5.00 ticket charge \$0.50

Approved By: JD Loan Officer. JD

Store Hours: Mon to Fri, 9:00 am - 7:45 pm, Sat: 9:00 am - 5:30 pm
Telephone: 416-365-3646 Fax: 416-360-5555 mctamneys.com

HST #02573-17

TAB R

THIS IS EXHIBIT "R"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

GUILDWOOD CONDOMINIUM RESIDENCES
3655 Kingston Road, Scarborough,
135 Residential Condos

DRAFT - for discussion purposes only

PROJECT STATISTICS/ASSUMPTIONS			
Units/Area	Units	Avg size	TOTAL
Studio	4	288.3	1,153.0
1 BR	29	501.1	14,533.0
1 BR + D	53	642.2	40,460.0
2 BR	20	957.2	19,143.0
2 BR +	19	1,145.9	21,772.0
Total	135	719.0	97,063.0
Net Saleable (NSSF)		88.8%	97,063
Common Area		8.6%	9,425
Amenity			2,793
Gross Floor Area (above grade)			109,285

Parking/Residents	Ground Floor	UG	UNIT	TOTAL
39	0	39	39	39
92	0	92	92	92
10	2	10	10	10
141	2	141	141	141

Sales & Development Schedule:

Sales start	Oct-14
Sales completed (avg / month)	Oct-16
Construction Start	Jun-16
Construction Completion (substantial)	Sep-17
Occupancies	Oct-17
Title Closings	Feb-18

Interim Occupancy Assumptions:

Avg. Selling Price	\$364,330
Avg. Deposit @ occupancy	20.0%
Avg Balance due @ closing	72,865
Avg. Monthly Occupancy Rent	231,464
Interim Occupancy Interest	1,092.99
Common Area Maint. (CAM)	302.00
Realty Taxes	242.90
Total Monthly Occupancy Rent (Avg.)	\$1,637.89

Statistics (per):	NSSF	GFA	UNIT
REVENUE	436.29	440.79	356.824
Hard Cost	\$231.26	\$205.39	\$186,271
Soft Cost	113.63	100.92	81,696
Land Cost	53.97	47.94	38,906
COST	\$398.86	\$351.25	\$286,773
PROFIT	\$97.43	\$86.53	\$70,061

COSTS	Per GFA	Per Unit	W/J.P. 31-Oct-15	Balance to		TOTAL
				Complete	0	
Land Costs:	17.24	13,958	1,884,350	0	0	1,884,350
Purchase Price	5.63	4,360	615,650	0	0	615,650
Land - Equity appreciation	22.77	18,436	2,498,847	2,498,847	0	2,498,847
Development Fees & Levies	1.37	1,111	81,077	58,923	150,000	150,000
Planning & traffic	0.00	0	0	0	0	0
Site improvements	0.92	741	0	100,000	100,000	100,000
Realty Taxes	47.94	38,806	2,591,077	2,647,770	5,238,847	5,238,847
Total Land costs						
Hard Costs:						
General Requirements	9.64	7,807	0	1,053,903	0	\$1,053,903
Site Work \ Connections	13.50	10,929	0	1,475,464	0	1,475,464
Concrete	44.36	35,911	0	4,847,953	0	4,847,953
Masonry	7.71	6,245	0	843,122	0	843,122
Metals	5.78	4,684	0	632,342	0	632,342
Carpentry	7.71	6,245	0	843,122	0	843,122
Thermal Insulation	9.64	7,807	0	1,053,903	0	1,053,903
Doors & Windows	9.64	7,807	0	1,053,903	0	1,053,903
Finishes	13.50	10,929	0	1,475,464	0	1,475,464
Specialties \ Equipment	4.82	3,903	0	526,951	0	526,951
Furniture \ Spec. Constr.	6.75	5,465	0	737,732	0	737,732
Elevators	3.95	3,123	0	421,561	0	421,561
Mechanical	30.86	24,981	0	3,372,489	0	3,372,489
Electrical	13.50	10,929	0	1,475,464	0	1,475,464
Upgrades	3.09	2,500	0	337,500	0	337,500
Permits \ Mun. Fees \ Terrain	9.43	7,637	67,237	963,730	0	1,030,967
Construction Management	7.71	6,245	0	843,122	0	843,122
Contingency	3.86	3,123	0	421,561	0	421,561
Total Hard Costs	205.29	166,211	67,237	22,379,287	0	22,446,524
Soft Costs:						
Design	7.93	6,417	275,726	580,524	0	866,250
Legal & Administration	17.95	14,531	1,009,500	952,250	0	1,961,750
Sales & Marketing	34.80	28,006	1,580,391	2,220,489	0	3,780,840
Finances	42.56	34,453	1,336,037	3,315,057	0	4,651,094
Offsetting Income	-4.40	-3,582	0	-480,917	0	-480,917
Equity interest \ fees	0.00	0	0	0	0	0
Soft cost contingency	2.29	1,852	0	250,000	0	250,000
Total Soft Costs	100.52	81,536	4,181,614	6,947,404	0	11,029,018
Total Costs	354.25	286,773	\$6,939,928	\$31,374,461	0	\$38,714,399

REVENUES	Units	Avg. NSSF	Total NSSF	Avg. /Unit	TOTAL
Suites	64	700.2	44,812	\$492.58	\$344,839
Parking	63			\$6,349	399,960
Storage	64			953	4,000
Less: Net HST				5.86%	-1,293,200
Upgrades - Est.	64			\$5,000	320,000
Sundry Revenues	64			2,500	160,000
Total - CURRENT					\$21,864,377
AVAILABLE					
Suites	71	735.9	52,251	\$518.86	\$381,845
Parking	29			\$12,500	362,500
Storage	71			\$2,500	177,500
Less: Net HST				6.05%	-1,641,071
Upgrades - Est.	71			\$5,000	355,000
Sundry Revenues	71			\$2,000	142,000
Total - AVAILABLE					\$26,506,929
TOTAL					
Suites	135	719.0	97,063	\$606.73	\$84,330
Parking	92			\$8,288	762,460
Storage	135			\$1,344	181,500
Less: Net HST				5.97%	-2,834,271
Upgrades	135			\$5,000	675,000
Sundry Revenues	135				302,000
Total REVENUES					\$8,171,246
DEVELOPMENT PROFIT					
Total Revenues					\$48,171,246
Less: Costs (net of Land appreciation)					38,098,739
Development Profit					\$10,072,507
					26.4%
FINANCING					
Equity (Cash + Land Appreciation)					8.7%
Mortgage					11.6%
Deposits - Insured					13.3%
Deferred costs					8.3%
Construction loan					22.49%
Total Financing					100.0%

GUILDWOOD CONDOMINIUM RESIDENCES
3655 Kingston Road, Scarborough
PROJECT REVENUE & COST FORECAST
as at OCTOBER 31, 2015

21-Feb-16

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REVENUES

- 1 Sales
- 2 2nd Parking
- 3 Storage
- 4 Upgrades
- 5 Sundry Income
- 6 Less: HST (net of Rebate)

COSTS

- 10 Land - Purchase
- 11 Land - Equity Appreciation
- 12 Parking Installation
- 13 City Development Charges - Res.
- 14 Section 37
- 15 Realty Taxes
- 16 Road Improvements
- 17 Planning & traffic

CONSTRUCTION

- 30 General Requirements
- 31 Site Work
- 22 Concrete Footwork
- 23 Masonry
- 24 Metals/Balcony railings
- 25 Carpentry
- 26 Thermal & Moisture
- 27 Doors & Windows
- 28 Finishes
- 29 Specialties
- 30 Appliances, FFE
- 31 Conveying Systems
- 32 Mechanical
- 33 Electrical
- 34 Construction Management
- 35 Construction Contingency

DESIGN

- 50 Architect
- 51 Structural Engineer
- 52 Mechanical & Electrical
- 54 Landscape Architect
- 55 Interior Designer
- 56 Cost planning
- 56 Inspection & Bids Testing
- 57 Code consultant
- 58 Soils / Geotech
- 59 Sewer / Stormwater / Civil
- 60 Sprinkler consultant
- 61 Vibration consultant
- 62 Other consultants
- 63 Printing & distributions

LEGAL & ADMINISTRATION

- 64 Legal Fees
- 65 Accounting
- 66 Surveyor
- 67 Title Development
- 68 Management fees - R Singh / HL
- 69 Developers Management

SALES & MARKETING

- 70 Marketing & Advertising
- 71 Sales Trailer
- 72 Sales Office - Operations
- 72 Commissions - Lead Broker
- 74 Commissions - Outside Broker
- 76 Sales Incentives

FINANCE

- 80 Arrangement fee
- 81 Service Charges & misc.
- 82 Appraisal
- 83 Deposit Insurance Fees
- 84 Letter of Credit Fees
- 85 Project Monitor
- 86 Interest Payable on Deposits
- 87 Construction Loan Interest
- 88 Mezzanine Mortgage fees
- 89 Mezzanine Mortgage bonus
- 90 Mezzanine Mortgage Interest

INTERIM OPERATIONS

- 91 Warranty Reserve
- 92 Operating costs
- 93 Operating taxes
- 94 Occupancy Income
- 95 Interest Earned on Deposits

CONTINGENCIES

- 96 General


EQUITY COSTS

- 97 Equity fees
- 98 Equity interest
- 99 Equity bonus

	1	2	3	4	5	Notes	Per Unit	Per Unit
	Total to Date	Estimated to Complete	FORECAST TOTAL	LAST	VARIANCE			
REVENUES								
1 Sales	22,073,887	27,111,000	40,184,657	39,005,088	6,581,481			
2 2nd Parking	349,889	382,500	762,460	840,880	-87,500			
3 Storage	4,000	177,500	181,500	84,000	97,500			
4 Upgrades	320,300	450,000	675,000	520,000	155,000			
5 Sundry Income	160,000	140,000	300,000	240,000	60,000			
6 Less: HST (net of Rebate)	-1,233,200	-1,641,071	-2,934,273	-2,451,592	-482,681	Est for closing w/d. / Taxion		
Total REVENUES	21,684,317	26,506,928	46,174,248	38,855,486	9,318,760			
COSTS								
10 Land - Purchase	1,684,350	0	1,684,350	1,684,350	0	Land / Building purchase		
11 Land - Equity Appreciation	816,030	0	816,030	816,030	0	Allowance for estimated appraised value		
12 Parking Installation	0	330,000	250,000	250,000	80,000	Allowance	8.00%	6,000,000
13 City Development Charges - Res.	0	2,238,847	2,238,847	1,781,697	-457,250	Feb 1, 2015 rates for 1 BR / 2 BR	14,750.00	21,200.00
14 Section 37	0	0	0	0	0	2	1,416,000	628,917
15 Realty Taxes	0	100,000	100,000	100,000	0	Allowance for taxes during constr.		
16 Road Improvements	0	0	0	0	0			
17 Planning & traffic	81,077	58,823	180,000	125,000	-55,000	Tedesco / Goldberg		
Total LAND	2,691,077	2,647,770	5,238,847	4,765,837	-462,250			
CONSTRUCTION								
30 General Requirements	0	1,663,803	1,663,803	872,788	-181,111	Unit @ \$40 psf / GFA @ \$177.8 psf =	1,830,000	18,398,037
31 Site Work	0	1,475,484	1,475,484	1,221,689	-253,795			
22 Concrete Footwork	0	4,847,853	4,847,853	4,014,844	-833,009			
23 Masonry	0	842,122	842,122	698,234	-143,888			
24 Metals/Balcony railings	0	831,342	831,342	523,878	-307,464			
25 Carpentry	0	842,122	842,122	698,234	-143,888			
26 Thermal & Moisture	0	1,023,903	1,023,903	872,788	-151,111			
27 Doors & Windows	0	1,023,903	1,023,903	872,788	-151,111			
28 Finishes	0	1,475,484	1,475,484	1,221,689	-253,795			
29 Specialties	0	326,951	326,951	438,394	111,443			
30 Appliances, FFE	0	737,732	737,732	810,885	73,153			
31 Conveying Systems	0	421,681	421,681	349,117	-72,564			
32 Mechanical	0	3,272,488	3,272,488	2,792,835	-479,653			
33 Electrical	0	1,478,484	1,478,484	1,221,689	-256,795			
34 Construction Management	0	843,122	843,122	698,234	-144,888			
35 Construction Contingency	0	421,681	421,681	349,117	-72,564			
Sub-Total	0	21,978,007	21,978,007	17,435,844	-4,542,163			
36 Sales / Demos	0	400,000	400,000	400,000	0	Allowance	0	400,000
37 Building permit	64,737	285,200	330,127	280,881	-49,246	Rate per m ² = 16.06 x 13,108 + \$50/unit	16.06	265,389
38 Municipal fees	0	100,000	100,000	75,000	-25,000			100,000
39 Insurance	0	105,200	105,200	87,279	-17,921		0.50%	21,078,087
40 Purchaser's upgrades	0	337,500	337,500	280,000	-57,500	As % of Forecast revenues	50.00%	675,000
41 Bonding	0	0	0	0	0			
42 Vendor enrolment	2,800	82,823	85,623	74,483	-11,140	Enrolment fees + \$5,000 Req.		8870.00
Total CONSTRUCTION	67,237	22,379,237	22,446,524	18,833,384	-3,613,140		\$205.99	188,271
DESIGN								
50 Architect	35,778	129,228	185,000	140,000	-45,000	Bodor		\$163,000
51 Structural Engineer	48,378	80,824	99,000	88,000	-11,000	Alkina Van Grob		369,000
52 Mechanical & Electrical	0	107,320	107,280	86,000	-21,280			\$107,280
54 Landscape Architect	45,083	29,817	75,000	55,000	-20,000	Land Art Design		\$75,000
55 Interior Designer	86,134	33,585	100,000	80,000	-20,000	Bryon Patton		\$100,000
56 Cost planning	0	16,000	16,000	16,000	0	Allow for take off prior to sign agr.		\$16,000
56 Inspection & Bids Testing	0	45,000	45,000	45,000	0	Dudelin 19	15	\$3,000
57 Code consultant	0	20,000	20,000	20,000	0	Allowance		
58 Soils / Geotech	25,040	24,594	30,000	30,000	0	Allowance for Phase 2 RSC		
59 Sewer / Stormwater / Civil	0	45,000	45,000	45,000	0	Schaeffer		
60 Sprinkler consultant	0	10,000	10,000	10,000	0	Report		
61 Vibration consultant	0	10,000	10,000	10,000	0	During excavation	4	\$2,500
62 Other consultants	4,000	21,400	25,000	25,000	0	11/16 / 141 Residential		
63 Printing & distributions	51,502	48,451	100,000	100,000	0	Tendering submissions		
Total DESIGN	276,728	650,524	686,260	770,000	83,736			
LEGAL & ADMINISTRATION								
64 Legal Fees	111,510	328,880	437,500	380,000	-57,500	Per unit estimate + Financing / Other	\$2,300.00	\$100,000
65 Accounting	0	25,500	25,500	25,500	0	Estimate for year end financials	0	\$0,500
66 Surveyor	10,024	32,728	48,750	37,900	-10,850	KRCMAR - Contract + extras		\$350
67 Title Development	10,000	32,000	30,000	30,000	0	KRC overhead		
68 Management fees - R Singh / HL	400,000	199,000	800,000	500,000	-300,000			
69 Developers Management	455,888	314,134	800,000	700,000	-100,000	MG / Accolan	12	\$0
Total LEGAL & ADMINISTRATION	1,008,500	952,250	1,961,750	1,773,400	-188,350			
SALES & MARKETING								
70 Marketing & Advertising	597,948	224,000	881,848	757,948	-124,000	Allowance for remaining sales	71	\$4,000
71 Sales Trailer	503,338	0	503,338	503,338	0			
72 Sales Office - Operations	78,727	60,000	188,727	188,727	0	Est. oh	12	\$7,500
72 Commissions - Lead Broker	376,059	372,885	698,814	590,679	-108,235	1.5% + 5 over open + 5 listing	1.50%	\$48,854,248
74 Commissions - Outside Broker	0,583	1,155,918	1,157,501	1,024,479	-133,022	Allowance for 4 HST/Co-brokers	4.00%	\$3,000
76 Sales Incentives	0	428,718	402,715	301,218	-101,500	Allowance for initial incentives	77	\$2,600.00
Total SALES & MARKETING	1,600,361	2,220,483	3,766,840	3,318,282	-448,558			
FINANCE								
80 Arrangement fee	0	337,500	337,500	285,000	-52,500	Allowance for lender/broker fee	1.50%	22,500,000
81 Service Charges & misc.	0	8,400	6,400	9,400	1,000	Monthly bank service charges	30	180
82 Appraisal	8,243	8,787	16,000	15,000	-1,000	Land appraisals for construction lender		
83 Deposit Insurance Fees	2,900	105,844	108,144	89,283	-18,861	1.0% per x Taxion (3 yrs) + ECDI (1 yr)	2,700,000	2,484,378
84 Letter of Credit Fees	0	15,000	15,000	15,000	0	Allowance for 3 years	1.25%	400,000
85 Project Monitor	0	97,800	97,800	97,800	0	Bank's monitor	15	8,500
86 Interest Payable on Deposits	0	0	0	0	0			
87 Construction Loan Interest	0	1,192,291	1,192,291	1,011,889	-180,402	Interest rate @ P=1.75%	4.75%	
88 Mezzanine Mortgage fees	729,885	0	729,885	729,885	0	Fee for all mezz advances = net of Ptoe	15.00%	671,916
89 Mezzanine Mortgage bonus	0	718,798	718,798	718,798	0	Bonus (50% of interest)	4.00%	
90 Mezzanine Mortgage Interest	397,428	878,781	1,423,830	1,433,590	9,760	Interest	8.00%	
Total FINANCE	1,358,037	3,316,057	4,851,094	4,397,822	-453,272			
INTERIM OPERATIONS								
91 Warranty Reserve	0	0	0	0	0	Occupancy period # of months =	4.0	
92 Operating costs	0	132,887	132,887	136,438	3,551	Avg. CASH per month x # Months	302	33,220
93 Operating taxes	0	160,876	160,876	111,705	-49,171	Avg. Tax per month x # Months	248	26,719
94 Occupancy Income	0	-720,873	-720,873	-755,797	-34,924	Avg. Int. Occ rate per month x 4 Months	-1,638	-180,188
95 Interest Earned on Deposits	0	0	0	0	0			
Total INTERIM OPERATIONS	0	-480,917	-480,917	-502,658	-21,739			
CONTINGENCIES								
96 General	0	250,000	250,000	250,000	0			
Total CONTINGENCIES	0	250,000	250,000	250,000	0			
EQUITY COSTS								
97 Equity fees	0	0	0	0	0			
98 Equity interest	0	0	0	0	0			
99 Equity bonus	0	0	0	0	0			
Total EQUITY COSTS	0	0	0	0	0			
Total COSTS	6							

TAB S

THIS IS EXHIBIT "S"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

58197692 55516

DATE 2017.06.01
YIA MIN DU

\$40,000.00



Royal Bank of Canada
Banque Royale du Canada
8791 JANE ST
MAPLE, ON

PAY TO THE ORDER OF VENTIONS CANADA LLP
PAYEZ A L'ORDRE DE

EXACTLY \$40,000.00
E07472

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$10000 / SIGNATURE AUTORISEE REQUISE POUR UN MONTANT EXCEDANT 10000 CANADIENS

CANADIAN DOLLARS CANADIENS

REOBJET LEISAL FEES

PURCHASER NAME
Tribalok Smb

NOM DE L'ACHETEUR

ADRESSE DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

[Signature]

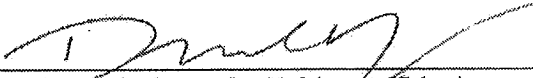
COUNTERSIGNED / CONTRESIGNE

[Signature]

⑈ 58197692⑈ ⑈ 07472⑈ 0003⑈ 099013⑈ 5⑈

TAB T

THIS IS EXHIBIT "T"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth



www.americanexpress.ca
 Customer Service or Lost or Stolen Card 1-888-721-1046 (24 hours, toll free)
 From outside of Canada/U.S. call collect 905-474-1271
 Amex Bank of Canada, P.O. Box 3204, Stn F, Toronto ON M1W 3W7

Statement of Account
 Page 1 of 11

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American Express Business Gold Rewards Card

Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
 XXXX XXXXX8 02007

Opening Date Closing Date
 Dec 28, 2016 - Jan 27, 2017

ACCOUNT SUMMARY

Previous Balance	\$17,636.54
Less Payments	\$17,628.79
Less Other Credits	\$0.00
Plus Interest	\$0.00
Plus Purchases	\$30,409.57
Plus Fees	\$0.00
Plus Funds Advances	\$0.00
Plus Other Charges	\$0.00
Equals New Balance	\$30,417.32

Amount Due \$30,417.32

Billing days this period: 31

Statement includes payments and charges received by Jan 27, 2017

We value your membership. Please pay the balance in full. Thank you.

↑ Please detach here ↑

AMERICAN EXPRESS

PLEASE PAY BY PAYMENT DUE DATE TO ALLOW YOUR PAYMENT TO BE PROCESSED BY YOUR FINANCIAL INSTITUTION AND SENT TO US.

- * Cheque payments are payable to Amex Bank of Canada.
 - * Ensure that you write your Account Number clearly on the front of your cheque.
 - * Enclose this remittance portion of your statement with your payment.
- Do Not Send Cash Through Mail. DETAILS ENCLOSED.

Account Number	XXXX XXXXX8 02007
Amount Due	\$30,417.32
Payment Due Date	Feb 21, 2017

Amount Paid (\$)

JOHN DAVIES
 GENERX DEV PARTNERS
 24 COUNTRY CLUB DR
 KING CITY ON L7B1M5

Amex Bank of Canada/
 Banque Amex du Canada
 PO Box 2000
 West Hill ON M1E 5H4



Statement of Account

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Dec 28, 2016 - Jan 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
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New Payments

Jan 24	Jan 24	PAYMENT RECEIVED - THANK YOU <small>(Reference AT17024000700001000284)</small>	-16,000.00
--------	--------	---	------------

Jan 25	Jan 25	PAYMENT RECEIVED - THANK YOU <small>(Reference AT17025000700001000289)</small>	-1,628.79
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Total of Payment Activity			-17,628.79
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JOHN DAVIES Total of new transactions <small>Card Number XXXX-XXXXX8-01009</small>			1,017.00
--	--	--	-----------------

JOHN DAVIES Total of new transactions <small>Card Number XXXX-XXXXX8-02007</small>			10,559.86
--	--	--	------------------

Total of new transactions <small>Card Number XXXX-XXXXX8-01017</small>			21.28
--	--	--	--------------

Total of new transactions <small>Card Number XXXX-XXXXX8-02015</small>			18,811.43
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New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-01009

Jan 15	Jan 16	BUZZBUZZHOME CORPORAT 416-944-2899	1,017.00
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Statement of Account

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Dec 28, 2016 - Jan 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Total of New Transactions for JOHN DAVIES			1,017.00

New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-02007

Dec 22	Dec 29	CHUBB INSURANCE CO Toronto	41.46
Dec 25	Dec 28	ESSO-LANDSHARK ESSO MAPLE	69.50
Dec 26	Dec 28	AIRFLIGHT SERVICES CONCORD	90.00
Dec 27	Dec 28	BARNES & NOBLE #2680 00 SCOTTSDALE UNITED STATES DOLLAR 102.79 @ 1.38963	142.84
Dec 27	Dec 28	AJ'S #090 090 SCOTTSDALE UNITED STATES DOLLAR 638.35 @ 1.38968	887.10
Dec 28	Dec 29	AC ROUGE ON BOARD CAFE MISSISSAUGA	38.40
Dec 28	Dec 29	AC ROUGE ON BOARD CAFE MISSISSAUGA	13.50
Dec 29	Dec 30	AA REFUND 6710360 DALLAS TICKET NUMBER: 0012398434637 PASSENGER NAME: PRINSEN/JOSHUA	-1.85
Dec 29	Dec 30	AA REFUND 6710360 DALLAS TICKET NUMBER: 0012398434636 PASSENGER NAME: DAVIES/JESSICA	-1.85
Dec 30	Dec 31	VENUES CAFE 0607 CAREFREE UNITED STATES DOLLAR 106.74 @ 1.38383	147.71
Dec 31	Jan 1	HIRO SUSHI 00-080245814 SCOTTSDALE UNITED STATES DOLLAR 289.88 @ 1.38385	401.15
Dec 31	Jan 1	BARNES & NOBLE #2680 00 SCOTTSDALE UNITED STATES DOLLAR 89.79 @ 1.38390	124.26
Jan 2	Jan 3	SOUTHWESTERN ADVANTAG CONCORD	19.95
Jan 2	Jan 3	#83 BRIO SCOTTSDALE SCOTTSDALE UNITED STATES DOLLAR 162.56 @ 1.37931	224.22
Jan 3	Jan 4	POMO PIZZERIA 0000 SCOTTSDALE UNITED STATES DOLLAR 314.61 @ 1.38003	434.17
Jan 6	Jan 7	RUTH'S CHRIS STEAK H SCOTTSDALE UNITED STATES DOLLAR 815.70 @ 1.36017	1,109.49
Jan 6	Jan 8	BUDGET BROTHERS TERMIT PHOENIX UNITED STATES DOLLAR 44.95 @ 1.36018	61.14
Jan 7	Jan 8	AIRLINE LIMOUSINE SER WOODBRIDGE	99.00
Jan 7	Jan 8	COWBOW CIAO T4038210 53 PHOENIX UNITED STATES DOLLAR 147.83 @ 1.36014	201.07
Jan 9	Jan 10	PAPER CRANE SUSHI BA KING CITY	106.36
Jan 9	Jan 10	AC ROUGE ON BOARD CAFE MISSISSAUGA	20.25



Statement of Account

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Dec 28, 2016 - Jan 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Jan 10	Jan 11	AIR CANADA AIR CANADA WINNIPEG TICKET NUMBER: 0142172007456 PASSENGER NAME: DAVIES/JOHN MR	106.05
Jan 10	Jan 11	AIR CANADA AIR CANADA WINNIPEG TICKET NUMBER: 0142172007457 PASSENGER NAME: DAVIES/JUDITH MRS	106.05
Jan 10	Jan 11	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: PHOENIX SKY HARBOR CARRIER: AC CLASS: Y TO: TORONTO LESTER B P CARRIER: AC CLASS: Y TICKET NUMBER: 0142172007456 PASSENGER NAME: DAVIES/JOHN MR	478.71
Jan 10	Jan 11	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: PHOENIX SKY HARBOR CARRIER: AC CLASS: Y TO: TORONTO LESTER B P CARRIER: AC CLASS: Y TICKET NUMBER: 0142172007457 PASSENGER NAME: DAVIES/JUDITH MRS	478.71
Jan 11	Jan 12	PAPER CRANE SUSHI BA KING CITY	462.73
Jan 12	Jan 13	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: OTTAWA MCDONALD CA CARRIER: AC CLASS: P TO: TORONTO LESTER B P CARRIER: AC CLASS: D TICKET NUMBER: 0142172116385 PASSENGER NAME: SMITH/FRASER MR	1,045.53
Jan 12	Jan 13	IMPARK00090430U TORONTO	30.00
Jan 12	Jan 14	JACK ASTOR'S RICHMON RICHMOND HILL	57.79
Jan 13	Jan 13	PETROCAN STOUFFVILLE	446.47
Jan 13	Jan 15	BALDWINS AURORA	98.02
Jan 13	Jan 16	ESSO-BLOOMINGTON ESSO STOUFFVILLE	63.00
Jan 15	Jan 16	ESSO-LANDSHARK ESSO MAPLE	69.00
Jan 16	Jan 17	AIR CANADA AIR CANADA WINNIPEG TICKET NUMBER: 0142172116385 PASSENGER NAME: SMITH/FRASER MR	56.50
Jan 16	Jan 17	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: OTTAWA MCDONALD CA CARRIER: AC CLASS: P TO: TORONTO LESTER B P CARRIER: AC CLASS: P TICKET NUMBER: 0142172277898 PASSENGER NAME: SMITH/FRASER MR	779.98
Jan 16	Jan 17	PAPER CRANE SUSHI BA KING CITY	558.44
Jan 18	Jan 18	DIRECTV SERVICE 800-347-3288 UNITED STATES DOLLAR 230.88 @ 1.34265	309.99
Jan 18	Jan 20	BALDWINS AURORA	43.57
Jan 20	Jan 21	IL FORNELLO ON KING TORONTO	219.95
Jan 20	Jan 22	CANYON CREEK VAUGHAN VAUGHAN	102.47
Jan 23	Jan 24	PIONEER #180 PIONEER #1 KING CITY	66.00
Jan 24	Jan 25	KELSEY'S #7092 WHITBY	48.36
Jan 25	Jan 27	ST. LOUIS BAR AND GR MAPLE	40.50



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Dec 28, 2016 - Jan 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Jan 26	Jan 27	BEVERAGES & MORE #87 00 SCOTTSDALE UNITED STATES DOLLAR 216.21 @ 1.34619	291.06
Jan 26	Jan 27	BARNES & NOBLE #2680 00 SCOTTSDALE UNITED STATES DOLLAR 84.04 @ 1.34614	113.13
Jan 26	Jan 27	POMO PIZZERIA 0000 SCOTTSDALE UNITED STATES DOLLAR 193.12 @ 1.34621	259.98
Total of New Transactions for JOHN DAVIES			10,559.86

New Transactions for

Card Number XXXX-XXXXX8-01017

Jan 16	Jan 16	NETFLIX.COM 866-716-0414	9.99
Jan 17	Jan 18	MICROSOFT*GROOVEMUSIC MSBILL.INFO	11.29
Total of New Transactions for			21.28

New Transactions for

Card Number XXXX-XXXXX8-02016

Dec 28	Dec 29	AC ROUGE ON BOARD CAFE MISSISSAUGA	3.00
Dec 29	Dec 29	TARGET FAR NORTH SCOTTS SCOTTSDALE UNITED STATES DOLLAR 89.90 @ 1.39410	125.33
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: BUFFALO TO: CHARLOTTE CARRIER: AA CLASS: Q TO: MEMPHIS INTERNATIO CARRIER: AA CLASS: Q TO: CHARLOTTE CARRIER: AA CLASS: S TO: BUFFALO CARRIER: AA CLASS: S TICKET NUMBER: 0012106925785 PASSENGER NAME: MACKENZIE/SPENCER	494.00
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: BUFFALO TO: CHARLOTTE CARRIER: AA CLASS: Q TO: MEMPHIS INTERNATIO CARRIER: AA CLASS: Q TO: CHARLOTTE CARRIER: AA CLASS: S TO: BUFFALO CARRIER: AA CLASS: S TICKET NUMBER: 0012106925788 PASSENGER NAME: SINGER/ANN	494.00
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: BUFFALO TO: CHARLOTTE CARRIER: AA CLASS: Q TO: MEMPHIS INTERNATIO CARRIER: AA CLASS: Q TO: CHARLOTTE CARRIER: AA CLASS: S TO: BUFFALO CARRIER: AA CLASS: S TICKET NUMBER: 0012106925787 PASSENGER NAME: MACKENZIE/RICHARD	494.00



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Dec 28, 2016 - Jan 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: BUFFALO TO: CHARLOTTE TO: MEMPHIS INTERNATIO TO: CHARLOTTE TO: BUFFALO TICKET NUMBER: 0012106925786	494.00
		CARRIER: AA CLASS: Q CARRIER: AA CLASS: Q CARRIER: AA CLASS: S CARRIER: AA CLASS: S PASSENGER NAME: MACKENZIE/SANDRA	
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: TORONTO LESTER B P TO: WASHINGTON NATIONA TO: MEMPHIS INTERNATIO TO: CHARLOTTE TO: TORONTO LESTER B P TICKET NUMBER: 0012106930147	516.41
		CARRIER: ZW CLASS: Q CARRIER: YX CLASS: Q CARRIER: AA CLASS: V CARRIER: ZW CLASS: V PASSENGER NAME: TAIT/TERRY	
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: TORONTO LESTER B P TO: WASHINGTON NATIONA TO: MEMPHIS INTERNATIO TO: CHARLOTTE TO: TORONTO LESTER B P TICKET NUMBER: 0012106930148	516.41
		CARRIER: ZW CLASS: Q CARRIER: YX CLASS: Q CARRIER: AA CLASS: V CARRIER: ZW CLASS: V PASSENGER NAME: TAIT/MONICA	
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: TORONTO LESTER B P TO: WASHINGTON NATIONA TO: MEMPHIS INTERNATIO TO: CHARLOTTE TO: TORONTO LESTER B P TICKET NUMBER: 0012106930145	516.41
		CARRIER: ZW CLASS: Q CARRIER: YX CLASS: Q CARRIER: AA CLASS: V CARRIER: ZW CLASS: V PASSENGER NAME: DAVIES/WALTER	
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: TORONTO LESTER B P TO: WASHINGTON NATIONA TO: MEMPHIS INTERNATIO TO: CHARLOTTE TO: TORONTO LESTER B P TICKET NUMBER: 0012106930146	516.41
		CARRIER: ZW CLASS: Q CARRIER: YX CLASS: Q CARRIER: AA CLASS: V CARRIER: ZW CLASS: V PASSENGER NAME: TAIT/KEVIN	
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: TORONTO LESTER B P TO: WASHINGTON NATIONA TO: MEMPHIS INTERNATIO TO: CHARLOTTE TO: TORONTO LESTER B P TICKET NUMBER: 0012106932243	559.46
		CARRIER: ZW CLASS: Q CARRIER: YX CLASS: Q CARRIER: AA CLASS: L CARRIER: ZW CLASS: L PASSENGER NAME: DAVIES/JUDITH	
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: TORONTO LESTER B P TO: WASHINGTON NATIONA TO: MEMPHIS INTERNATIO TO: CHARLOTTE TO: TORONTO LESTER B P TICKET NUMBER: 0012106932242	559.46
		CARRIER: ZW CLASS: Q CARRIER: YX CLASS: Q CARRIER: AA CLASS: L CARRIER: ZW CLASS: L PASSENGER NAME: DAVIES/JOHN	
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: TORONTO LESTER B P TO: WASHINGTON NATIONA TO: MEMPHIS INTERNATIO TO: CHARLOTTE TO: TORONTO LESTER B P TICKET NUMBER: 0012106930149	516.41
		CARRIER: ZW CLASS: Q CARRIER: YX CLASS: Q CARRIER: AA CLASS: V CARRIER: ZW CLASS: V PASSENGER NAME: EVAN BRANAGH/MILES	



Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date
Dec 28, 2016 - Jan 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Dec 30	Dec 31	AA AIR TICKET SALE 6710 TORONTO ROUTING: FROM: TORONTO LESTER B P TO: WASHINGTON NATIONA CARRIER: ZW CLASS: Q TO: MEMPHIS INTERNATIO CARRIER: YX CLASS: Q TO: CHARLOTTE CARRIER: AA CLASS: V TO: TORONTO LESTER B P CARRIER: ZW CLASS: V TICKET NUMBER: 0012106930150 PASSENGER NAME: HUGHES/ALEXANDRA	516.41
Dec 31	Jan 1	FRYS FUEL # 7621 000007 SCOTTSDALE UNITED STATES DOLLAR 50.00 @ 1.38380	69.19
Dec 31	Jan 1	FRYS FUEL # 7621 000007 SCOTTSDALE UNITED STATES DOLLAR 3.00 @ 1.35000	4.05
Jan 1	Jan 2	BASHAS' #066 066 CAREFREE UNITED STATES DOLLAR 187.49 @ 1.38381	259.45
Jan 1	Jan 2	Zinc Bistro Scottsdale UNITED STATES DOLLAR 360.63 @ 1.38386	499.06
Jan 2	Jan 3	SCOTTSDALE GUN CLUB 000 SCOTTSDALE UNITED STATES DOLLAR 117.06 @ 1.37929	161.46
Jan 3	Jan 3	MURPHY'S POOL SERVICE Anthem UNITED STATES DOLLAR 125.00 @ 1.37928	172.41
Jan 3	Jan 3	TARGET FAR NORTH SCOTTS SCOTTSDALE UNITED STATES DOLLAR 189.33 @ 1.37928	261.14
Jan 3	Jan 4	BASHAS' #066 066 CAREFREE UNITED STATES DOLLAR 65.01 @ 1.37994	89.71
Jan 4	Jan 5	BOULDERS RESORT F&B 206 CAREFREE UNITED STATES DOLLAR 180.95 @ 1.37789	249.33
Jan 6	Jan 6	THE UPS STORE #3010 SCOTTSDALE UNITED STATES DOLLAR 25.37 @ 1.36460	34.62
Jan 8	Jan 8	Rideflex Transportatio MESA UNITED STATES DOLLAR 133.37 @ 1.36013	181.40
Jan 9	Jan 10	ESSO-LANDSHARK ESSO MAPLE	40.00
Jan 10	Jan 10	STATE FARM State Farm BLOOMINGTON UNITED STATES DOLLAR 216.51 @ 1.36128	294.73
Jan 10	Jan 11	METRO #767 AURORA	141.30
Jan 10	Jan 11	PETROCAN AURORA	98.42
Jan 11	Jan 12	IMPARK00130095A LONDON	12.00
Jan 13	Jan 14	SHOPPERSDRUGMART0970 AURORA	672.30
Jan 13	Jan 14	SHOPPERSDRUGMART0970 AURORA	81.74
Jan 13	Jan 20	METRO #771 NEWMARKET	76.31
Jan 14	Jan 15	LONGO'S # 19 AURORA AURORA	51.06
Jan 14	Jan 15	LCBO/RAO #630 AURORA AURORA	61.30
Jan 15	Jan 15	PAYPAL *SONVOLTPROP 4029357733 UNITED STATES DOLLAR 562.50 @ 1.34971	759.21



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Dec 28, 2016 - Jan 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Jan 16	Jan 16	PIZZA NOVA 038 AURORA	82.54
Jan 16	Jan 17	ST ANDREW'S COLLEGE - S AURORA	3,254.55
Jan 17	Jan 19	PEARSON PARKING T1 TORONTO	15.00
Jan 18	Jan 19	AQUA GRILL AURORA	104.67
Jan 19	Jan 20	DM CLUB-FAIRWAYS OFF SCOTTSDALE UNITED STATES DOLLAR 2,398.35 @ 1.36786	3,280.61
Jan 20	Jan 21	STATE FARM State Farm BLOOMINGTON UNITED STATES DOLLAR 1,503.00 @ 1.37257	2,062.98
Jan 20	Jan 23	PETROCAN AURORA	100.00
Jan 21	Jan 22	NETFLIX.COM 866-716-0414	9.99
Jan 22	Jan 23	LONGO'S # 19 AURORA AURORA	116.68
Jan 22	Jan 23	LCBO/RAO #630 AURORA AURORA	76.80
Jan 23	Jan 24	BANANA REPUBLIC 6757 NEWMARKET	1,311.24
Jan 24	Jan 24	PETROCAN AURORA	40.00
Jan 24	Jan 25	LEGALLAIS VETERINARY AURORA	68.91
Jan 24	Jan 25	ST ANDREW'S COLLEGE - S AURORA	-2,500.00
Jan 25	Jan 26	ONROUTE 003943000001178 KING CITY	60.03
Jan 26	Jan 27	SAFEWAY STORE 1849 SCOTTSDALE UNITED STATES DOLLAR 63.63 @ 1.34606	85.65
Jan 27	Jan 27	TARGET FAR NORTH SCOTTS SCOTTSDALE UNITED STATES DOLLAR 43.07 @ 1.34618	57.98
Total of New Transactions for			18,811.43



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXXX8 02007

Opening Date
Dec 28, 2016 - Jan 27, 2017

Closing Date

About Your Statement

Transaction / Posting Details - If the transaction date is not available, the posting date will be used as the transaction date and will be shown with an asterisk (*). Occasionally you may not recognize the business name listed. This can happen when a company has a registered name different from that used commercially.

Charges Made in Foreign Currencies - All foreign currency charges have been converted into Canadian dollars on the date we processed the charge. Non-U.S. dollar charges have been converted through U.S. dollars, by converting the charge amount into U.S. dollars and then by converting that U.S. dollar amount into Canadian dollars. U.S. dollar charges have been converted directly into Canadian dollars. As agreed, unless a specific rate was required by law, the American Express treasury system has used conversion rates based on Inforbank rates (selected from customary industry sources) from the business day prior to the processing date, increased by a single conversion commission of 2.5%. Any conversion commission charged on the original charge will not be returned on a refund. Any charges converted by third parties prior to being submitted to us have been at rates selected by them.

Interest - As a charge card, the balance must always be paid in full each month or all charges on that statement will be considered delinquent. Interest charges are calculated at an annual rate of 30% for each day that a delinquent charge remains outstanding, starting from and including the transaction date or from and including the first day of the billing period in which it is first charged to your account, if that is later, until the day we receive payment in full. Please refer to your Cardmember Agreement for details. Interest is not charged on interest or annual card membership fees. The interest grace period from the closing date of the current statement to the closing date of the next statement varies and will be 28, 29, 30 or 31 days depending on the number of days in the calendar month in which the current closing date occurs.

Billing Errors - If you have a complaint, problem or dispute with this statement or any charge on it, contact us immediately but in any event within 25 days of the Closing Date of this statement. Otherwise, this statement will be considered accurate except for any amount which has been improperly credited to the account and you may not later make a claim against us in respect of any item on this statement. Subject to the Cardmember Agreement, if you contact us as required, we will take all reasonable and appropriate steps to provide the information you request or attempt to resolve the dispute.

Payment Due Date - Payment of your balance in full must be received by the closing date of your next statement in order to avoid interest charges on the new charges appearing on this statement. Your payment due date is set 6 days before the closing date to allow for payment processing by your financial institution and weekends and holidays. However, please check with your own financial institution regarding processing delays.

Payments - Payments may be made using the Electronic Payment Program from American Express by Pre-authorized Payment Plan, Pay by Phone, Pay by Online Services or Pay by Voice Response and is subject to the terms, conditions and restrictions in the Electronic Payment Program Agreement. The Pre-authorized Payment Plan is available for future statements only unless the front page of this statement indicates you are already enrolled. Subject to the Electronic Payment Program Agreement and availability of the services, you can request a same day payment prior to 8pm Eastern Time or schedule a future payment from your Canadian dollar deposit account. However, your first payment can only be scheduled 3 calendar days after enrollment. To enroll, login to Online Services or call the customer service number on this statement for Pay by Phone or Pay by Voice Response. For details visit www.americanexpress.ca/paymentmethods. We reserve the right without notice to restrict or cancel availability of the Electronic Payment Program, limit the number or frequency of payments or restrict scheduling a future payment within a certain time period or if the account is past due. Payments may be made using telephone or internet banking facilities through participating financial institutions, at a branch or ATM. Check with your institution for processing delays. Payments will be sent by your financial institution to us within 3 to 5 business days and your account will not be credited until we receive a payment. Cheques will not be credited until received by us and may take up to 10 business days or longer depending on your geographic location. If mailing your payment, please see instructions on front page of this statement. It is your responsibility to make payment arrangements and ensure that sufficient funds are available in the deposit account. We will reverse a payment if it is returned or dishonoured for any reason and a dishonoured payment fee will apply.

Questions - If you have any questions about your account, please call American Express Customer Service 24 hours a day, 7 days a week at the phone numbers provided on the first page of this statement.



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Dec 28, 2016 - Jan 27, 2017

Membership Rewards

Account Summary from 12/28/2016 to 01/27/2017

Previous Points Balance	Points Earned	Bonus Points	Points Adjustments	Points Redeemed	New Points Balance	Rewards Number
4,854	30,404	0	0	0	35,258	CM00527694

Points Earned	Card Type	Card Number	No. of Points
	Business Gold Rewards	XXXXXXXXXX802007	30,404
		Total Points Earned	30,404

Log on to your account or register for online services at membershiptrewards.ca to get your up-to-date Membership Rewards point balance, view our latest offers, and redeem for hundreds of rewards from merchandise and gift cards to travel and more.

Understanding how Membership Rewards points are reflected on your statement
Total Points Earned = 1 point/\$1 in eligible Card purchases at all locations (including Your 3 Suppliers)
Total Extra Points Earned = 1point/\$1 in eligible Card purchases at Your 3 Suppliers
Points Earned (as shown in summary box) = Total Points Earned + Total Extra Points Earned
Extra Points earned at your 3 Suppliers is subject to an annual maximum of 250,000 extra points

Your Offers and Account Information

Important Notice of Changes

We are notifying you of important changes to your American Express Business Card. These changes will apply to your account on or after the date(s) indicated. If you keep or use the Card account after the effective date of the changes, you (and the Company, if applicable) will be deemed to have accepted these changes. In the case of renewal and replacement Cards, this notice will still apply to your Card account. If you do not want these changes to apply, you should cancel your account.

This Notice of Change amends the following section of your Cardmember Agreement:

- Allocation of Your Payments

Important: Please read this notice carefully and retain a copy for your records. Please make sure that you also provide this notice to any Supplementary Cardmembers on your account. Your Cardmember Agreement provides that the Basic Cardmember agrees to provide all amendments and notifications to all Supplementary Cardmembers on the account.

Effective March 22nd 2017, we are amending the Cardmember Agreement by updating the section titled "ALLOCATION OF YOUR PAYMENTS". We are modifying the way that your payments will be applied, as set out in the section below.

BEFORE March 22nd, 2017

ALLOCATION OF YOUR PAYMENTS

We will normally apply payments to your account in the following order:

- first, to purchases and funds advances that have appeared on a statement,
- second, to any taxes charged by us that appear as a separate item on a statement,
- third, to insurance premiums that are optional services offered through us,



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Dec 28, 2016 - Jan 27, 2017

Your Offers and Account Information

- fourth, to fees for services provided by us that appear as a separate item on a statement,
- fifth, to dishonoured payment fees,
- sixth, to annual card membership fees (if payable),
- seventh, to interest on all charges (except for annual card membership fees and interest),
- and last, to purchases that have not yet appeared on a statement.

ON and AFTER March 22nd, 2017

ALLOCATION OF YOUR PAYMENTS

We will normally apply payments to your account in the following order:

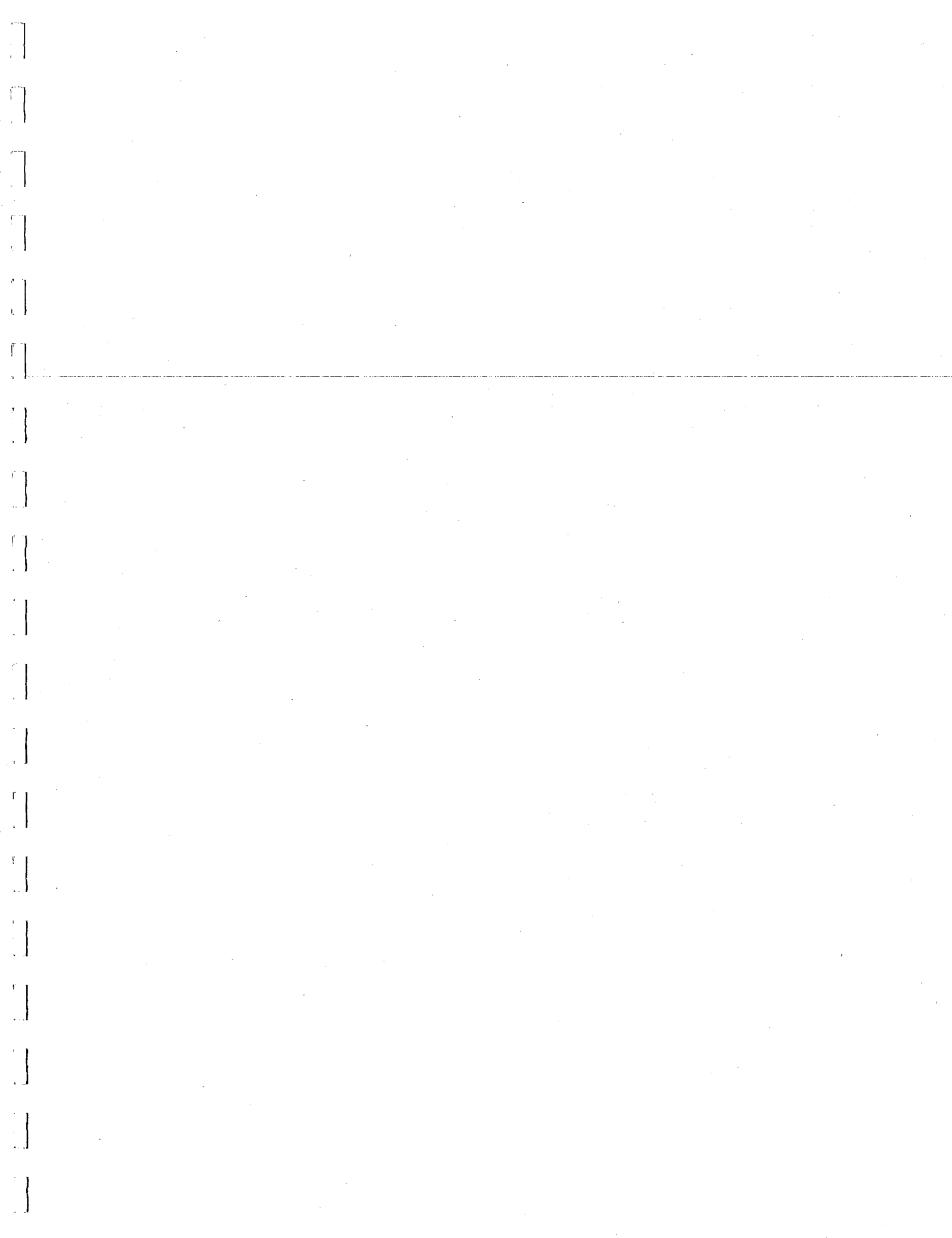
- first, to interest on all charges (except for annual card membership fees and interest),
- second, to purchases and funds advances that have appeared on a statement,
- third, to any taxes charged by us that appear as a separate item on a statement,
- fourth, to insurance premiums that are optional services offered through us,
- fifth, to fees for services provided by us that appear as a separate item on a statement,
- sixth, to dishonoured payment fees,
- seventh, to annual card membership fees (if payable),
- and last, to purchases that have not yet appeared on a statement.

Sincerely,

American Express Card Services

Refer a Friend

Refer a friend and you could earn a referral bonus. Terms Apply. Please visit americanexpress.ca/referafriend.





www.americanexpress.ca
 Customer Service or Lost or Stolen Card 1-888-721-1046 (24 hours, toll free)
 From outside of Canada/U.S. call collect 905-474-1271
 Amex Bank of Canada, P.O. Box 3204, Stn F, Toronto ON M1W 3W7

Statement of Account
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American Express Business Gold Rewards Card

Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
 XXXX XXXXX8 02007

Opening Date Closing Date
 Jan 28, 2017 - Feb 27, 2017

ACCOUNT SUMMARY

Previous Balance	\$30,417.32
Less Payments	\$0.00
Less Other Credits	\$0.00
Plus Interest	\$1,216.54
Plus Purchases	\$24,111.63
Plus Fees	\$0.00
Plus Funds Advances	\$0.00
Plus Other Charges	\$0.00
Equals New Balance	\$55,745.49

Amount Due \$55,745.49

Billing days this period: 31

Statement includes payments and charges received by Feb 27, 2017

Introducing the new Fixed Points Travel Program

If your Card is enrolled in the Membership Rewards® program, you can now use your Membership Rewards points to book flights within Canada or to anywhere in the world for a fixed number of points. Plus, you can choose from Economy or Business Class flights. Visit americanexpress.ca/fixedpointstravel to learn more. *Terms and Conditions apply. Your account is past due. To avoid problems using your cards, please pay the full amount due today.

↑ Please detach here ↑

AMERICAN EXPRESS

PLEASE PAY BY PAYMENT DUE DATE TO ALLOW YOUR PAYMENT TO BE PROCESSED BY YOUR FINANCIAL INSTITUTION AND SENT TO US.

- Cheque payments are payable to Amex Bank of Canada.
 - Ensure that you write your Account Number clearly on the front of your cheque.
 - Enclose this remittance portion of your statement with your payment.
- Do Not Send Cash Through Mail. DETAILS ENCLOSED.

Account Number	XXXX XXXXX8 02007
Amount Due	\$55,745.49
Payment Due Date	Mar 21, 2017

Amount Paid (\$)

JOHN DAVIES
 GENERX DEV PARTNERS
 24 COUNTRY CLUB DR
 KING CITY ON L7B1M5

Amex Bank of Canada/
 Banque Amex du Canada
 PO Box 2000
 West Hill ON M1E 5H4



Statement of Account
Page 2 of 9

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Jan 28, 2017 - Feb 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Total of Payment Activity			0.00
JOHN DAVIES Total of new transactions <small>Card Number XXXX-XXXXX8-01009</small>			1,017.00
JOHN DAVIES Total of new transactions <small>Card Number XXXX-XXXXX8-02007</small>			8,869.36
Total of new transactions <small>Card Number XXXX-XXXXX8-01017</small>			21.28
Total of new transactions <small>Card Number XXXX-XXXXX8-02015</small>			14,197.04
JESSICA DAVIES Total of new transactions <small>Card Number XXXX-XXXXX8-01025</small>			6.95
OTHER Total of new transactions			1,216.54
New Transactions for JOHN DAVIES <small>Card Number XXXX-XXXXX8-01009</small>			
Feb 14	Feb 15	BUZZBUZZHOME CORPORAT 416-944-2899	1,017.00
Total of New Transactions for JOHN DAVIES			1,017.00



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Jan 28, 2017 - Feb 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
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New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-02007

Jan 25	Jan 29	CHUBB INSURANCE CO Toronto	41.46
Jan 27	Jan 29	Zinc Bistro Scottsdale UNITED STATES DOLLAR 160.97 @ 1.34603	216.67
Jan 28	Jan 29	AJ'S #090 090 SCOTTSDALE UNITED STATES DOLLAR 317.97 @ 1.34601	427.99
Jan 29	Jan 30	COWBOW CIAO T4038210 53 PHOENIX UNITED STATES DOLLAR 52.47 @ 1.34591	70.62
Jan 29	Jan 31	PEARSON PARKING T1 TORONTO	120.00
Jan 29	Jan 31	AIR CANADA AIR CANADA WINNIPEG TICKET NUMBER: 0 0 PASSENGER NAME:	400.00
Jan 30	Jan 30	TAXI FARE AZ PHOENIX UNITED STATES DOLLAR 106.42 @ 1.34599	143.24
Jan 30	Jan 31	ESSO-JANE & MAJOR MAC MAPLE	71.50
Jan 30	Feb 1	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: OTTAWA MCDONALD CA CARRIER: AC CLASS: Z TO: TORONTO LESTER B P CARRIER: AC CLASS: P TICKET NUMBER: 0142172946854 PASSENGER NAME: SMITH/FRASER MR	828.57
Jan 30	Feb 1	ST. LOUIS BAR AND GR MAPLE	46.38
Jan 31	Feb 1	PAPER CRANE SUSHI BA KING CITY	115.88
Jan 31	Feb 1	AC ROUGE ON BOARD CAFE MISSISSAUGA	32.50
Jan 31	Feb 1	AC ROUGE ON BOARD CAFE MISSISSAUGA	10.00
Jan 31	Feb 1	AC ROUGE ON BOARD CAFE MISSISSAUGA	21.45
Feb 1	Feb 2	SOUTHWESTERN ADVANTAG CONCORD	19.95
Feb 1	Feb 2	PIZZA NOVA 038 AURORA	32.87
Feb 2	Feb 3	BUDGET BROTHERS TERMIT PHOENIX UNITED STATES DOLLAR 44.95 @ 1.33615	60.06
Feb 3	Feb 5	PETROCAN CONCORD	40.00
Feb 3	Feb 5	ST. LOUIS BAR AND GR MAPLE	43.55
Feb 4	Feb 6	PAPER CRANE SUSHI BA KING CITY	115.40
Feb 5	Feb 6	PAPER CRANE SUSHI BA KING CITY	198.03
Feb 6	Feb 7	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: PHOENIX SKY HARBOR CARRIER: AC CLASS: X TO: TORONTO LESTER B P CARRIER: AC CLASS: X TICKET NUMBER: 0142173271907 PASSENGER NAME: DAVIES/JOHNEVAN MR	138.21



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Jan 28, 2017 - Feb 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Feb 6	Feb 7	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: PHOENIX SKY HARBOR CARRIER: AC CLASS: X TO: TORONTO LESTER B P CARRIER: AC CLASS: X TICKET NUMBER: 0142173271908 PASSENGER NAME: DAVIES/JUDITH MRS	138.21
Feb 7	Feb 8	IMPARK00090430U TORONTO	30.00
Feb 8	Feb 9	Shell Canada C80120 801 KING CITY	71.66
Feb 9	Feb 11	ST. LOUIS BAR AND GR MAPLE	46.38
Feb 10	Feb 12	GRAZIE RISTORANTE-VAUGH VAUGHAN	30.34
Feb 11	Feb 11	JOEY20904 TORONTO	47.77
Feb 14	Feb 15	ESSO-KING ST ESSO HAMILTON	56.09
Feb 14	Feb 16	ST. LOUIS BAR AND GR MAPLE	43.55
Feb 15	Feb 16	ROGERS *418402145 888-764-3771	2,420.00
Feb 15	Feb 17	GRAZIE RISTORANTE-VAUGH VAUGHAN	146.96
Feb 16	Feb 17	BARNES & NOBLE #2039 00 PHOENIX UNITED STATES DOLLAR 64.65 @ 1.33998	86.63
Feb 16	Feb 17	BOULDERS RESORT F&B 206 CAREFREE UNITED STATES DOLLAR 114.98 @ 1.33997	154.07
Feb 17	Feb 18	WAL-MART SUPERCENTER 58 CAVE CREEK UNITED STATES DOLLAR 84.74 @ 1.34435	113.92
Feb 17	Feb 18	AC ROUGE ON BOARD CAFE MISSISSAUGA	7.95
Feb 17	Feb 18	FLETCHER'S TIRE & AUTO PHOENIX UNITED STATES DOLLAR 195.44 @ 1.34445	262.76
Feb 17	Feb 19	CAFE BINK CAREFREE UNITED STATES DOLLAR 221.98 @ 1.34445	298.44
Feb 17	Feb 19	STICKS CIGAR LOUNGE CAREFREE UNITED STATES DOLLAR 93.07 @ 1.34447	125.13
Feb 18	Feb 18	DIRECTV SERVICE 800-347-3288 UNITED STATES DOLLAR 236.88 @ 1.34448	318.48
Feb 18	Feb 19	Zinc Bistro Scottsdale UNITED STATES DOLLAR 176.83 @ 1.34446	237.74
Feb 19	Feb 19	CHEVRON 0208906/CHEVRON CAVE CREEK UNITED STATES DOLLAR 30.00 @ 1.34433	40.33
Feb 19	Feb 20	COWBOW CIAO T4038210 63 PHOENIX UNITED STATES DOLLAR 82.56 @ 1.34436	110.99
Feb 19	Feb 21	PEARSON PARKING T1 TORONTO	120.00
Feb 20	Feb 20	TAXI FARE AZ PHOENIX UNITED STATES DOLLAR 105.00 @ 1.34448	141.17
Feb 21	Feb 22	AC ROUGE ON BOARD CAFE MISSISSAUGA	10.00
Feb 21	Feb 22	KELSEY'S #7092 WHITBY	51.46



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Jan 28, 2017 - Feb 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Feb 21	Feb 23	MCDONALD'S #14740 Q WHITBY	9.25
Feb 23	Feb 23	PETROCAN CONCORD	70.00
Feb 23	Feb 24	ARIZONA BAR AND GRILL ETOBICOKE	39.15
Feb 25	Feb 26	CHAPTERS 766 MARKHAM	173.66
Feb 25	Feb 26	STAPLES STORE #19 MARKHAM	46.12
Feb 26	Feb 26	UBER *CA FEB25 7G6Q2 HELP.UBER.COM	57.49
Feb 27	Feb 27	THE UPS STORE THE UPS S CONCORD	169.33
Total of New Transactions for JOHN DAVIES			8,869.36

New Transactions for

Card Number XXXX-XXXXX8-01017

Feb 16	Feb 16	NETFLIX.COM 866-716-0414	9.99
Feb 18	Feb 18	MICROSOFT*GROOVEMUSIC MSBILL.INFO	11.29
Total of New Transactions for			21.28

New Transactions for

Card Number XXXX-XXXXX8-02015

Jan 28	Jan 28	CHEVRON 0208906/CHEVRON CAVE CREEK UNITED STATES DOLLAR 56.99 @ 1.34603	76.71
Jan 28	Jan 28	TARGET FAR NORTH SCOTTS SCOTTSDALE UNITED STATES DOLLAR 64.19 @ 1.34585	86.39
Jan 29	Jan 30	Rideflex Transportatio MESA UNITED STATES DOLLAR 105.91 @ 1.34595	142.55
Jan 30	Jan 31	METRO #771 NEWMARKET	506.95
Jan 31	Feb 1	AIRFLIGHT SERVICES CONCORD	81.00
Jan 31	Feb 1	AMERICAN AIRLINES 67102 TORONTO TICKET NUMBER: 0010272255163 PASSENGER NAME: DAVIES/JUDITH	26.25
Jan 31	Feb 1	CITY MARKET MEMPHIS UNITED STATES DOLLAR 33.09 @ 1.34542	44.52
Feb 1	Feb 2	LANSKY AT THE PEABODY MEMPHIS UNITED STATES DOLLAR 305.90 @ 1.34253	410.68
Feb 2	Feb 2	JERRY LEE LEWIS CAFE A MEMPHIS UNITED STATES DOLLAR 22.75 @ 1.34242	30.54
Feb 2	Feb 3	KOOKY CANUCK 6500000093 MEMPHIS UNITED STATES DOLLAR 22.39 @ 1.33586	29.91



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Jan 28, 2017 - Feb 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Feb 6	Feb 6	MEMPHIS DOUBLETREE MEMPHIS ARRIVAL DEPARTURE NIGHTS 01/31/17 02/05/17 UNITED STATES DOLLAR 709.80 @ 1.34100	951.84
Feb 6	Feb 6	MEMPHIS DOUBLETREE MEMPHIS ARRIVAL DEPARTURE NIGHTS 01/31/17 02/05/17 UNITED STATES DOLLAR 709.80 @ 1.34100	951.84
Feb 6	Feb 6	MEMPHIS DOUBLETREE MEMPHIS ARRIVAL DEPARTURE NIGHTS 01/31/17 02/05/17 UNITED STATES DOLLAR 709.80 @ 1.34100	951.84
Feb 6	Feb 6	MEMPHIS DOUBLETREE MEMPHIS ARRIVAL DEPARTURE NIGHTS 01/31/17 02/05/17 UNITED STATES DOLLAR 709.80 @ 1.34100	951.84
Feb 6	Feb 6	MEMPHIS DOUBLETREE MEMPHIS ARRIVAL DEPARTURE NIGHTS 01/31/17 02/05/17 UNITED STATES DOLLAR 709.80 @ 1.34100	951.84
Feb 6	Feb 6	MEMPHIS DOUBLETREE MEMPHIS ARRIVAL DEPARTURE NIGHTS 01/31/17 02/05/17 UNITED STATES DOLLAR 710.46 @ 1.34099	952.72
Feb 6	Feb 7	VICTOR TRAVEL & VICT CONCORD	2,000.00
Feb 7	Feb 7	MURPHY'S POOL SERVICE Anthem UNITED STATES DOLLAR 125.00 @ 1.34664	168.33
Feb 7	Feb 7	PETROCAN AURORA	63.19
Feb 7	Feb 8	METRO #771 NEWMARKET	246.14
Feb 10	Feb 11	SOBEYS #743 QP AURORA	109.12
Feb 13	Feb 14	LCBO/RAO #630 AURORA AURORA	45.90
Feb 13	Feb 14	EB *AWBF-MASTERS OF TH TORONTO	121.14
Feb 13	Feb 14	LEGALLAIS VETERINARY AURORA	68.91
Feb 13	Feb 14	MASSEY HALL AND ROY THO TORONTO	172.00
Feb 14	Feb 15	ADT SECURITY*401816938 800-238-2455 UNITED STATES DOLLAR 146.97 @ 1.34463	197.62
Feb 14	Feb 15	METRO #771 NEWMARKET	256.95
Feb 14	Feb 16	PIONEER #180 PIONEER #1 KING CITY	75.00
Feb 15	Feb 16	LONGO'S # 24 TORONTO TORONTO	9.56
Feb 15	Feb 16	ST. ANDREW'S OFFICE MON AURORA	2,043.70
Feb 15	Feb 16	ST. ANDREW'S OFFICE MON AURORA	-2,043.70
Feb 15	Feb 16	LEGALLAIS VETERINARY AURORA	24.28



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Jan 28, 2017 - Feb 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Feb 15	Feb 16	PET VALU CANADA INC. AURORA	45.95
Feb 15	Feb 16	IMPARK TORONTO	20.00
Feb 15	Feb 16	SHOPPERSDRUGMART0970 AURORA	115.18
Feb 17	Feb 18	BASHAS' #066 066 CAREFREE UNITED STATES DOLLAR 5.16 @ 1.34302	6.93
Feb 18	Feb 19	Rideflex Transportatio MESA UNITED STATES DOLLAR 102.41 @ 1.34440	137.68
Feb 19	Feb 21	Rideflex Transportatio MESA UNITED STATES DOLLAR 136.62 @ 1.34512	183.77
Feb 20	Feb 21	PAYPAL *SONVOLTPROP 4029357733 UNITED STATES DOLLAR 202.00 @ 1.34505	271.70
Feb 20	Feb 21	DM CLUB-FAIRWAYS OFF SCOTTSDALE UNITED STATES DOLLAR 1,547.75 @ 1.34510	2,081.88
Feb 21	Feb 21	NETFLIX.COM 866-716-0414	9.99
Feb 21	Feb 22	SOBEYS #743 QP AURORA	178.20
Feb 21	Feb 22	AC ROUGE ON BOARD CAFE MISSISSAUGA	9.95
Feb 22	Feb 23	LCBO/RAO #0311 AURORA AURORA	43.95
Feb 22	Feb 23	PIONEER STN #180 PIONEER KING CITY	84.96
Feb 23	Feb 24	METRO #771 NEWMARKET	44.58
Feb 24	Feb 25	THE HOME DEPOT #7135 AURORA	34.36
Feb 24	Feb 26	Rideflex Transportatio MESA UNITED STATES DOLLAR 133.37 @ 1.34476	179.35
Feb 25	Feb 27	SHOPPERSDRUGMART0955 AURORA	43.05
Total of New Transactions for			14,197.04

New Transactions for JESSICA DAVIES

Card Number XXXX-XXXXX8-01025

Feb 19	Feb 19	UBER *MY FEB19 YTTSP HELP.UBER.COM MALAYSIAN RINGGIT 23.09 @ 0.30100	6.95
Total of New Transactions for JESSICA DAVIES			6.95

Other Account Transactions

Feb 27	Feb 27	INTEREST	1,216.54
Total of Other Account Transactions			1,216.54



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Jan 28, 2017 - Feb 27, 2017

About Your Statement

Transaction / Posting Details - If the transaction date is not available, the posting date will be used as the transaction date and will be shown with an asterisk (*). Occasionally you may not recognize the business name listed. This can happen when a company has a registered name different from that used commercially.

Charges Made in Foreign Currencies - All foreign currency charges have been converted into Canadian dollars on the date we processed the charge. Non-U.S. dollar charges have been converted through U.S. dollars, by converting the charge amount into U.S. dollars and then by converting that U.S. dollar amount into Canadian dollars. U.S. dollar charges have been converted directly into Canadian dollars. As agreed, unless a specific rate was required by law, the American Express treasury system has used conversion rates based on interbank rates (selected from customary industry sources) from the business day prior to the processing date, increased by a single conversion commission of 2.5%. Any conversion commission charged on the original charge will not be returned on a refund. Any charges converted by third parties prior to being submitted to us have been at rates selected by them.

Interest - As a charge card, the balance must always be paid in full each month or all charges on that statement will be considered delinquent. Interest charges are calculated at an annual rate of 30% for each day that a delinquent charge remains outstanding, starting from and including the transaction date or from and including the first day of the billing period in which it is first charged to your account, if that is later, until the day we receive payment in full. Please refer to your Cardmember Agreement for details. Interest is not charged on interest or annual card membership fees. The interest grace period from the closing date of the current statement to the closing date of the next statement varies and will be 28, 29, 30 or 31 days depending on the number of days in the calendar month in which the current closing date occurs.

Billing Errors - If you have a complaint, problem or dispute with this statement or any charge on it, contact us immediately but in any event within 25 days of the Closing Date of this statement. Otherwise, this statement will be considered accurate except for any amount which has been improperly credited to the account and you may not later make a claim against us in respect of any item on this statement. Subject to the Cardmember Agreement, if you contact us as required, we will take all reasonable and appropriate steps to provide the information you request or attempt to resolve the dispute.

Payment Due Date - Payment of your balance in full must be received by the closing date of your next statement in order to avoid interest charges on the new charges appearing on this statement. Your payment due date is set 6 days before the closing date to allow for payment processing by your financial institution and weekends and holidays. However, please check with your own financial institution regarding processing delays.

Payments - Payments may be made using the Electronic Payment Program from American Express by Pre-authorized Payment Plan, Pay by Phone, Pay by Online Services or Pay by Voice Response and is subject to the terms, conditions and restrictions in the Electronic Payment Program Agreement. The Pre-authorized Payment Plan is available for future statements only unless the front page of this statement indicates you are already enrolled. Subject to the Electronic Payment Program Agreement and availability of the services, you can request a same day payment prior to 8pm Eastern Time or schedule a future payment from your Canadian dollar deposit account. However, your first payment can only be scheduled 3 calendar days after enrollment. To enroll, login to Online Services or call the customer service number on this statement for Pay by Phone or Pay by Voice Response. For details visit www.americanexpress.ca/paymentmethods. We reserve the right without notice to restrict or cancel availability of the Electronic Payment Program, limit the number or frequency of payments or restrict scheduling a future payment within a certain time period or if the account is past due. Payments may be made using telephone or internet banking facilities through participating financial institutions, at a branch or ATM. Check with your institution for processing delays. Payments will be sent by your financial institution to us within 3 to 5 business days and your account will not be credited until we receive a payment. Cheques will not be credited until received by us and may take up to 10 business days or longer depending on your geographic location. If mailing your payment, please see instructions on front page of this statement. It is your responsibility to make payment arrangements and ensure that sufficient funds are available in the deposit account. We will reverse a payment if it is returned or dishonoured for any reason and a dishonoured payment fee will apply.

Questions - If you have any questions about your account, please call American Express Customer Service 24 hours a day, 7 days a week at the phone numbers provided on the first page of this statement.



Prepared For JOHN DAVIES GENERX DEV PARTNERS

Account Number XXXX XXXXX8 02007

Opening Date Jan 28, 2017 - Closing Date Feb 27, 2017

Membership Rewards

Account Summary from 01/28/2017 to 02/27/2017

Table with 7 columns: Previous Points Balance, Points Earned, Bonus Points, Points Adjustments, Points Redeemed, New Points Balance, Rewards Number. Values: 35,258, 24,113, 0, -28,360, 0, 31,011, CM00527694

Points Earned section with columns: Card Type, Card Number, No. of Points. Values: Business Gold Rewards, XXXXXXXXX802007, 24,113

Points Adjustments section with columns: Date, Description, No. of Points. Values: 02/27/2017, Points Deducted* XXXXXXXXX802007, -28,360

Log on to your account or register for online services at membershiprewards.ca to get your up-to-date Membership Rewards point balance, view our latest offers, and redeem for hundreds of rewards from merchandise and gift cards to travel and more.

Understanding how Membership Rewards points are reflected on your statement
Total Points Earned = 1 point/\$1 in eligible Card purchases at all locations (including Your 3 Suppliers)
Total Extra Points Earned = 1point/\$1 in eligible Card purchases at Your 3 Suppliers
Points Earned (as shown in summary box) = Total Points Earned + Total Extra Points Earned
Extra Points earned at your 3 Suppliers is subject to an annual maximum of 250,000 extra points

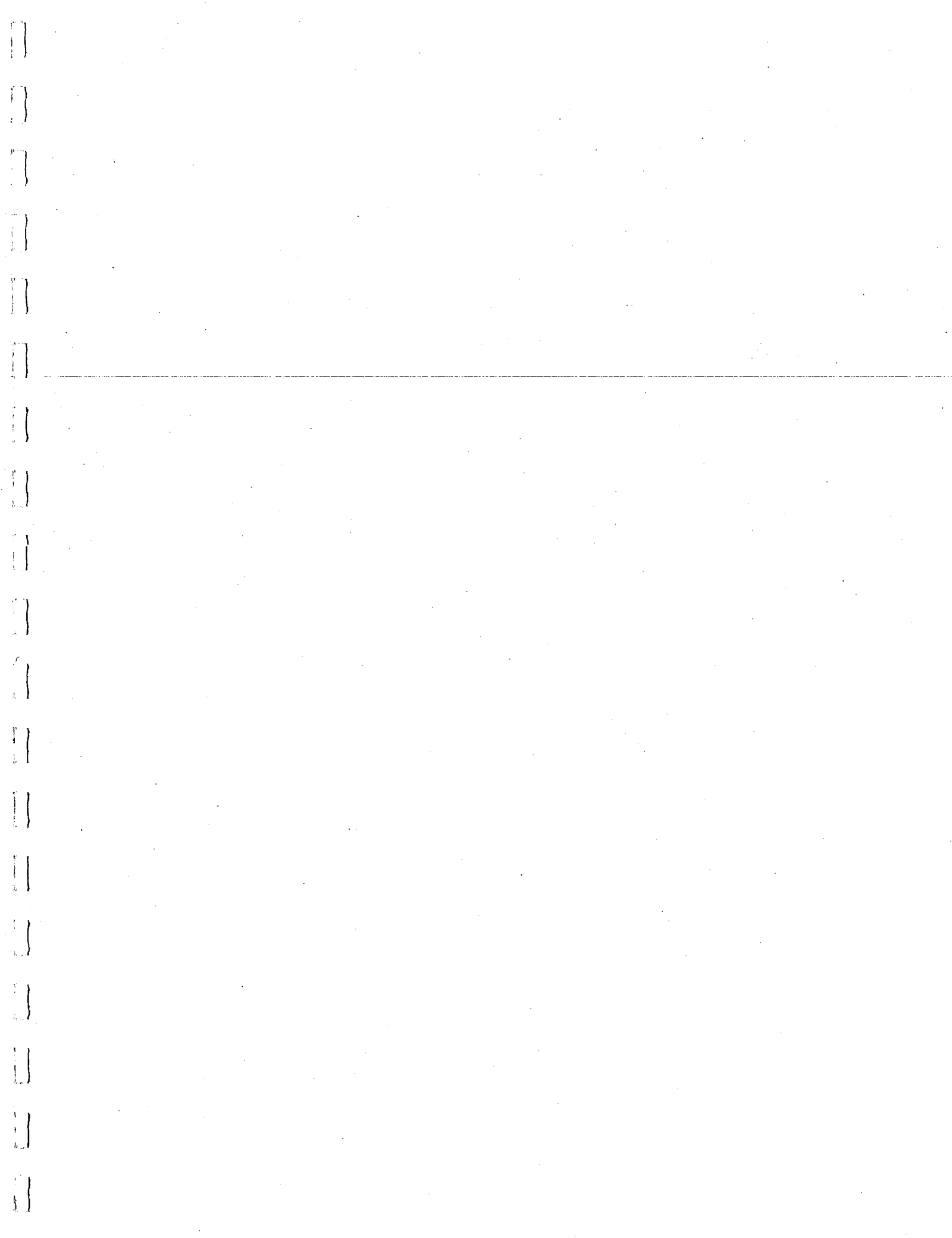
To reinstate your Membership Rewards points, you can log on to Online Services at www.americanexpress.ca/rewardreinstatement or call the Customer Service number on the back of your Card. A points Reinstatement Fee of \$20.00 will be charged for each reinstatement online or \$30.00 for all other service channels (plus applicable taxes).

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Statement of Account
 Page 1 of 8

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American Express Business Gold Rewards Card

Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
 XXXX XXXXX8 02007

Opening Date Closing Date
 Feb 28, 2017 - Mar 27, 2017

ACCOUNT SUMMARY

Previous Balance	\$55,745.49	Total Spending Limit	\$32,500.00
Less Payments	\$55,800.00	Available Spending Limit	\$13,852.75
Less Other Credits	\$0.00		
Plus Interest	\$0.00		
Plus Purchases	\$18,701.76		
Plus Fees	\$0.00		
Plus Funds Advances	\$0.00		
Plus Other Charges	\$0.00		
Equals New Balance	\$18,647.25		

Amount Due \$18,647.25

Billing days this period: 28

Statement includes payments and charges received by Mar 27, 2017

We value your membership. Please pay the balance in full. Thank you.

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- Enclose this remittance portion of your statement with your payment.

Do Not Send Cash Through Mail. DETAILS ENCLOSED.

Account Number	XXXX XXXXX8 02007
Amount Due	\$18,647.25
Payment Due Date	Apr 21, 2017

Amount Paid (\$)

JOHN DAVIES
 GENERX DEV PARTNERS
 24 COUNTRY CLUB DR
 KING CITY ON L7B1M5

Amex Bank of Canada/
 Banque Amex du Canada
 PO Box 2000
 West Hill ON M1E 5H4



Statement of Account

Page 2 of 8

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Feb 28, 2017 - Mar 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
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New Payments

Feb 28	Feb 28	PAYMENT RECEIVED - THANK YOU Reference A1170590007000010004016	-53,000.00
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Mar 15	Mar 15	PAYMENT RECEIVED - THANK YOU Reference A1170730007000010004562	-2,800.00
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Total of Payment Activity			-55,800.00
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JOHN DAVIES Total of new transactions			10,030.25
<small>Card Number XXXX-XXXXX8-02007</small>			

Total of new transactions			21.28
<small>Card Number XXXX-XXXXX8-01017</small>			

Total of new transactions			8,649.09
<small>Card Number XXXX-XXXXX8-02015</small>			

JESSICA DAVIES Total of new transactions			1.14
<small>Card Number XXXX-XXXXX8-01025</small>			

New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-02007

Feb 23	Mar 1	CHUBB INSURANCE CO Toronto	41.46
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Feb 26	Feb 28	ST. LOUIS BAR AND GR MAPLE	33.36
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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXX8 02007

Opening Date
Feb 28, 2017 - Mar 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Feb 27	Feb 28	KELSEY'S #7670 BARRIE	64.01
Feb 28	Mar 1	SWISS CHALET #1776 WOODBRIDGE	40.45
Feb 28	Mar 1	ESSO-LANDSHARK ESSO MAPLE	76.70
Mar 1	Mar 1	CLEARLY PROFESSIONAL WI Carefree UNITED STATES DOLLAR 575.00 @ 1.35831	781.03
Mar 1	Mar 2	SOUTHWESTERN ADVANTAG CONCORD	19.95
Mar 1	Mar 4	ALOFT VAUGHAN MILLS VAUGHAN ARRIVAL DEPARTURE NIGHTS 03/01/17 03/03/17	294.89
Mar 2	Mar 3	ESSO-JANE & TESTON ESS VAUGHAN	71.35
Mar 2	Mar 3	BUDGET BROTHERS TERMIT PHOENIX UNITED STATES DOLLAR 44.95 @ 1.37308	61.72
Mar 2	Mar 4	ST. LOUIS BAR AND GR MAPLE	51.34
Mar 2	Mar 6	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: PHOENIX SKY HARBOR CARRIER: AC CLASS: A TO: TORONTO LESTER B P CARRIER: AC CLASS: B TICKET NUMBER: 0142174430710 PASSENGER NAME: DAVIES/JOHNEVAN MR	70.06
Mar 2	Mar 6	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: PHOENIX SKY HARBOR CARRIER: AC CLASS: A TO: TORONTO LESTER B P CARRIER: AC CLASS: B TICKET NUMBER: 0142174430711 PASSENGER NAME: DAVIES/JUDITH MRS	70.06
Mar 2	Mar 6	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: TORONTO LESTER B P TO: PHOENIX SKY HARBOR CARRIER: AC CLASS: A TO: TORONTO LESTER B P CARRIER: AC CLASS: B TICKET NUMBER: 0142174430712 PASSENGER NAME: DAVIES/WALTERROBERT MR	70.06
Mar 3	Mar 5	LE SELECT BISTRO LE SEL TORONTO	535.61
Mar 4	Mar 5	CYNTHIA'S CHINESE RESTA NEWMARKET	131.89
Mar 4	Mar 5	ALLENS TORONTO	253.35
Mar 4	Mar 6	THOMPSON HOTEL TORONTO ARRIVAL DEPARTURE NIGHTS 03/03/17 03/04/17	355.45
Mar 5	Mar 7	FATHERS MOUSTACHE GRILL AURORA	77.19
Mar 7	Mar 9	ST. LOUIS BAR AND GR MAPLE	48.55
Mar 8	Mar 8	VIVID SEATS KING CRIM*V CHICAGO UNITED STATES DOLLAR 1,823.60 @ 1.37750	2,512.00
Mar 8	Mar 9	PAPER CRANE SUSHI BA KING CITY	207.24
Mar 10	Mar 10	BEST BUY #932 BBY STORE WOODBRIDGE	691.79
Mar 10	Mar 11	PIONEER #180 PIONEER #1 KING CITY	70.70
Mar 10	Mar 12	CANYON CREEK VAUGHAN VAUGHAN	103.65



Statement of Account

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Feb 28, 2017 - Mar 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Mar 11	Mar 12	FATHERS MOUSTACHE GRILL AURORA	60.53
Mar 13	Mar 14	CINEPLEX #7284 QP AURORA	26.50
Mar 13	Mar 14	CINEPLEX #7284 QP AURORA	30.42
Mar 13	Mar 14	KEG 557 AURORA	67.21
Mar 14	Mar 15	KELSEYS #7695 G.WILLIMBURY	75.30
Mar 16	Mar 18	STATE & MAIN AURORA AURORA	104.75
Mar 17	Mar 18	AIRFLIGHT SERVICES CONCORD	91.00
Mar 17	Mar 18	AAA CAB SERVICE INC 000 PHOENIX UNITED STATES DOLLAR 104.35 @ 1.37154	143.12
Mar 17	Mar 18	AJ'S #090 090 SCOTTSDALE UNITED STATES DOLLAR 486.83 @ 1.37155	667.71
Mar 18	Mar 18	DIRECTV SERVICE 800-347-3288 UNITED STATES DOLLAR 237.55 @ 1.37154	325.81
Mar 19	Mar 20	AC ROUGE ON BOARD CAFE MISSISSAUGA	15.95
Mar 19	Mar 20	BARNES & NOBLE #2680 00 SCOTTSDALE UNITED STATES DOLLAR 143.15 @ 1.37150	196.33
Mar 19	Mar 20	Zinc Bistro Scottsdale UNITED STATES DOLLAR 277.20 @ 1.37154	380.19
Mar 20	Mar 21	THE UPS STORE 3010 SCOTTSDALE UNITED STATES DOLLAR 58.26 @ 1.37092	79.87
Mar 21	Mar 22	POMO PIZZERIA 0000 SCOTTSDALE UNITED STATES DOLLAR 27.27 @ 1.36890	37.33
Mar 21	Mar 22	POMO PIZZERIA 0000 SCOTTSDALE UNITED STATES DOLLAR 225.10 @ 1.36908	308.18
Mar 23	Mar 25	SIZZLE KOREAN BBQ 08489 PHOENIX UNITED STATES DOLLAR 155.55 @ 1.37223	213.45
Mar 24	Mar 25	BOULDERS RESORT F&B 206 CAREFREE UNITED STATES DOLLAR 157.97 @ 1.37222	216.77
Mar 26	Mar 27	AAROPORT LIMOUSINE SE CONCORD	100.00
Mar 26	Mar 27	COWBOW CIAO T4038210 53 PHOENIX UNITED STATES DOLLAR 113.66 @ 1.37225	155.97
Total of New Transactions for JOHN DAVIES			10,030.25

New Transactions for

Card Number XXXX-XXXXX8-01017

Mar 16	Mar 16	NETFLIX.COM 866-716-0414	9.99
Mar 18	Mar 20	MICROSOFT*GROOVEMUSIC MSBILL.INFO	11.29



Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Feb 28, 2017 - Mar 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Total of New Transactions for			21.28

New Transactions for

Card Number XXXX-XXXXX8-02015

Feb 28	Feb 28	JACK ASTOR'S NEWMARK NEWMARKET	82.14
Feb 28	Mar 1	UPS STORE 73 AURORA	6.77
Feb 28	Mar 1	PIONEER #180 PIONEER #1 KING CITY	75.00
Mar 1	Mar 2	PFAFF PORSCHE WOODBRIDG WOODBRIDGE	1,600.93
Mar 1	Mar 2	SOBEYS #743 QP AURORA	145.30
Mar 1	Mar 2	ESSO-WESTON & HWY ESSO WOODBRIDGE	14.92
Mar 2	Mar 2	MURPHY'S POOL SERVICE Anthem UNITED STATES DOLLAR 125.00 @ 1.36944	171.18
Mar 2	Mar 5	Rideflex Transportatio MESA UNITED STATES DOLLAR 136.62 @ 1.37615	188.01
Mar 3	Mar 4	ROGERS *239162873701 888-764-3771	856.27
Mar 3	Mar 4	THE HOME DEPOT #7135 AURORA	96.42
Mar 6	Mar 7	SOBEYS #743 QP AURORA	52.05
Mar 6	Mar 7	SOBEYS #743 QP AURORA	62.17
Mar 6	Mar 7	LEGALLAIS VETERINARY AURORA	73.45
Mar 6	Mar 7	SHOPPERSDRUGMART0970 AURORA	24.41
Mar 7	Mar 8	ONROUTE 003943000001180 BARRIE	100.00
Mar 7	Mar 8	Rideflex Transportatio MESA UNITED STATES DOLLAR 133.37 @ 1.37752	183.72
Mar 8	Mar 9	HUDSON'S BAY #1531 NEWM NEWMARKET	155.94
Mar 8	Mar 9	MOXIES 355 NEWMARKET	33.25
Mar 9	Mar 10	SOBEYS #743 QP AURORA	170.58
Mar 9	Mar 10	SHOPPERSDRUGMART0970 AURORA	571.63
Mar 11	Mar 13	ESSO-WELLINGTON/EXETER LONDON	100.00
Mar 13	Mar 14	SOBEYS #743 QP AURORA	110.24
Mar 15	Mar 16	Shell Canada C80120 801 KING CITY	80.00
Mar 16	Mar 17	PAYPAL *SONVOLTPROP 4029357733 UNITED STATES DOLLAR 234.00 @ 1.38188	323.36
Mar 16	Mar 17	SHOPPERSDRUGMART0970 AURORA	48.56



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXXB 02007

Opening Date Closing Date
Feb 28, 2017 - Mar 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Mar 18	Mar 18	MURPHY'S POOL SERVICE Anthem UNITED STATES DOLLAR 359.00 @ 1.37153	492.38
Mar 18	Mar 18	TARGET FAR NORTH SCOTTS SCOTTSDALE UNITED STATES DOLLAR 131.32 @ 1.37154	180.11
Mar 19	Mar 20	BARNES & NOBLE #2680 00 SCOTTSDALE UNITED STATES DOLLAR 61.66 @ 1.37155	84.57
Mar 21	Mar 22	NETFLIX.COM 866-716-0414	9.99
Mar 21	Mar 22	DM CLUB-FAIRWAYS OFF SCOTTSDALE UNITED STATES DOLLAR 1,547.75 @ 1.36909	2,119.01
Mar 21	Mar 22	BASHAS' #066 066 CAREFREE UNITED STATES DOLLAR 40.18 @ 1.36909	55.01
Mar 24	Mar 25	SAFEWAY STORE 1849 SCOTTSDALE UNITED STATES DOLLAR 83.93 @ 1.37221	115.17
Mar 25	Mar 26	Rideflex Transportatio MESA UNITED STATES DOLLAR 129.96 @ 1.37219	178.33
Mar 27	Mar 27	PETROCAN LONDON	88.22
Total of New Transactions for			8,649.09

New Transactions for JESSICA DAVIES

Card Number XXXX-XXXXB-01025

Mar 25	Mar 25	UBER HELP.UBER.COM VIETNAMESE DONG 19,175 @ 0.00006	1.14
Total of New Transactions for JESSICA DAVIES			1.14



Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Feb 28, 2017 - Mar 27, 2017

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Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Feb 28, 2017 - Mar 27, 2017

Membership Rewards

Account Summary from 02/28/2017 to 03/27/2017

Previous Points Balance	Points Earned	Bonus Points	Points Adjustments	Points Redeemed	Now Points Balance	Rewards Number
31,011	18,698	0	0	0	49,709	CM00527694

Points Earned	Card Type	Card Number	No. of Points
	Business Gold Rewards	XXXXXXXXX802007	18,698
		Total Points Earned	18,698

Log on to your account or register for online services at membershiprewards.ca to get your up-to-date Membership Rewards point balance, view our latest offers, and redeem for hundreds of rewards from merchandise and gift cards to travel and more.

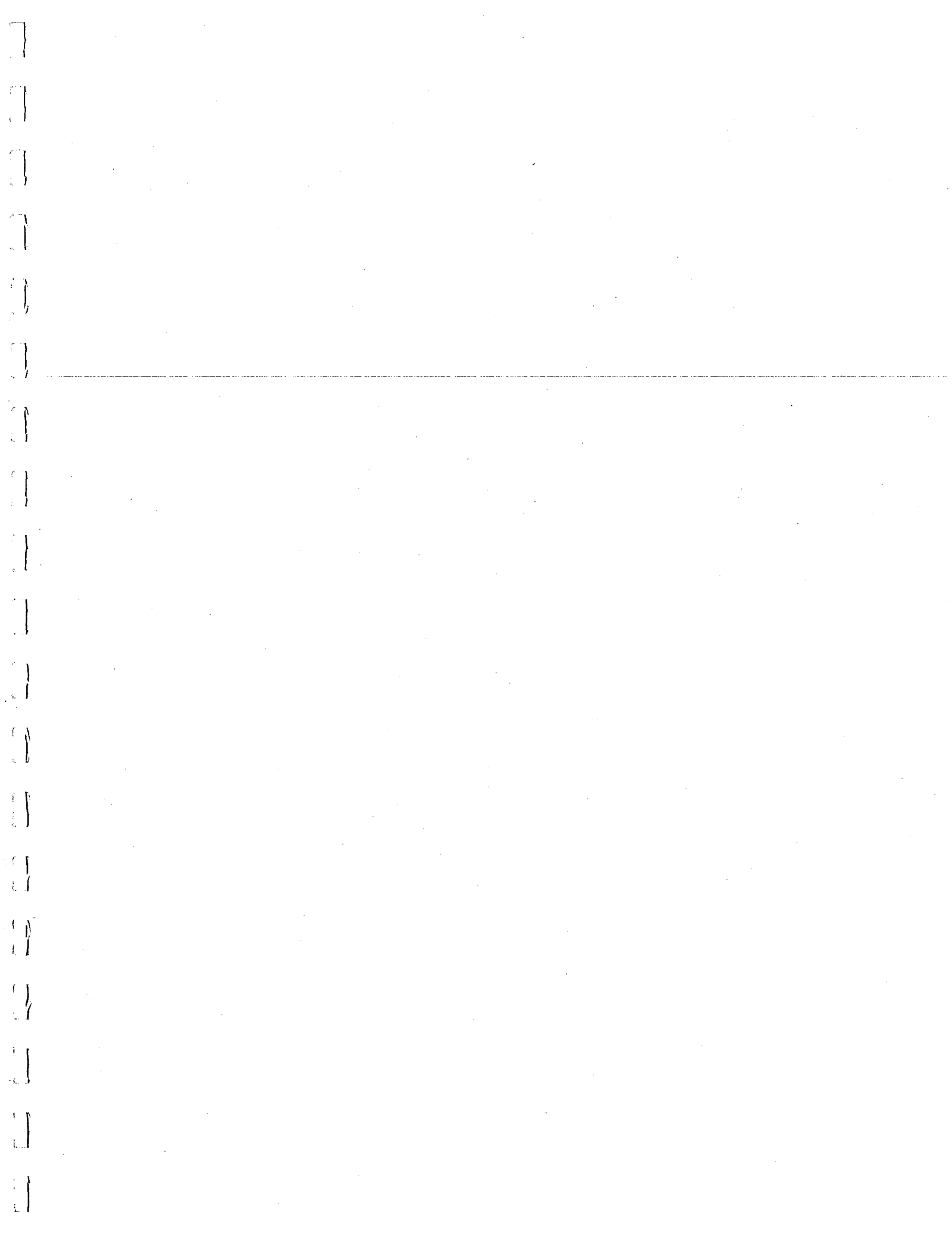
Understanding how Membership Rewards points are reflected on your statement
Total Points Earned = 1 point/\$1 in eligible Card purchases at all locations (including Your 3 Suppliers)
Total Extra Points Earned = 1point/\$1 in eligible Card purchases at Your 3 Suppliers
Points Earned (as shown in summary box) = Total Points Earned + Total Extra Points Earned
Extra Points earned at your 3 Suppliers is subject to an annual maximum of 250,000 extra points

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Statement of Account
 Page 1 of 8

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American Express Business Gold Rewards Card

Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
 XXXX XXXXX8 02007

Opening Date Closing Date
 Mar 28, 2017 - Apr 27, 2017

ACCOUNT SUMMARY

Previous Balance	\$18,647.25	Total Spending Limit	\$32,500.00
Less Payments	\$20,000.00	Available Spending Limit	\$20,295.14
Less Other Credits	\$0.00		
Plus Interest	\$0.00		
Plus Purchases	\$13,507.61		
Plus Fees	\$50.00		
Plus Funds Advances	\$0.00		
Plus Other Charges	\$0.00		
Equals New Balance	\$12,204.86		
Amount Due	\$12,204.86		

Billing days this period: 31

Statement includes payments and charges received by Apr 27, 2017

We value your membership. Please pay the balance in full. Thank you.

↑ Please detach here ↓

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- Cheque payments are payable to Amex Bank of Canada.
- Ensure that you write your Account Number clearly on the front of your cheque.
- Enclose this remittance portion of your statement with your payment.

Do Not Send Cash Through Mail. DETAILS ENCLOSED.

Account Number	XXXX XXXXX8 02007
Amount Due	\$12,204.86
Payment Due Date	May 21, 2017

Amount Paid (\$)

JOHN DAVIES
 GENERX DEV PARTNERS
 24 COUNTRY CLUB DR
 KING CITY ON L7B1M5

Amex Bank of Canada/
 Banque Amex du Canada
 PO Box 2000
 West Hill ON M1E 5H4



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Mar 28, 2017 - Apr 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
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New Payments

Apr 21	Apr 21	PAYMENT RECEIVED - THANK YOU Reference AT171110007000010004284	-20,000.00
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Total of Payment Activity			-20,000.00
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JOHN DAVIES Total of new transactions Card Number XXXX-XXXXX8-02007			3,966.65
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Total of new transactions Card Number XXXX-XXXXX8-01017			21.28
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Total of new transactions Card Number XXXX-XXXXX8-02015			9,515.92
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JESSICA DAVIES Total of new transactions Card Number XXXX-XXXXX8-01025			3.76
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OTHER Total of new transactions			50.00
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New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-02007

Mar 29	Mar 29	CHUBB INSURANCE CO Toronto	41.46
Mar 27	Mar 28	PIONEER STN #180 PIONEER KING CITY	99.87
Mar 27	Mar 28	KELSEY'S #7683 VAUGHAN	40.96



Statement of Account

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Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date
Mar 28, 2017 - Apr 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Mar 28	Mar 28	YUKON ROADSIDE ASSIS INNISFIL	100.00
Mar 29	Mar 30	TORONTO PARKING AUTH TORONTO	13.00
Mar 29	Mar 31	ST. LOUIS BAR AND GR MAPLE	47.67
Mar 29	Mar 31	ALOFT VAUGHAN MILLS VAUGHAN ARRIVAL 03/29/17 DEPARTURE 03/31/17 NIGHTS	274.56
Mar 30	Mar 31	CHAPTERS 766 MARKHAM	71.40
Mar 30	Apr 1	FATHERS MOUSTACHE GRILL AURORA	98.17
Mar 30	Apr 1	JACK ASTOR'S DON MIL NORTH YORK	27.39
Mar 31	Apr 3	Shell Canada C02332 023 ETOBICOKE	76.21
Apr 1	Apr 2	SOUTHWESTERN ADVANTA CONCORD	19.95
Apr 1	Apr 2	AC ROUGE ON BOARD CAFE MISSISSAUGA	10.00
Apr 1	Apr 2	AC ROUGE ON BOARD CAFE MISSISSAUGA	25.45
Apr 2	Apr 3	PAPER CRANE SUSHI BA KING CITY	208.20
Apr 2	Apr 3	ESSO-FOUNTAIN ESSO KING CITY	100.00
Apr 4	Apr 5	IL FORNELLO BAYVIEW TORONTO	52.91
Apr 4	Apr 5	CHAPTERS 940 TORONTO	15.75
Apr 5	Apr 6	ESSO-LANDSHARK ESSO MAPLE	72.55
Apr 6	Apr 7	KELSEY'S #7683 VAUGHAN	38.51
Apr 7	Apr 9	ST. LOUIS BAR AND GR MAPLE	59.17
Apr 7	Apr 10	BUDGET BROTHERS TERMIT PHOENIX UNITED STATES DOLLAR 44.95 @ 1.37597	61.85
Apr 9	Apr 10	IL FORNELLO ON KING TORONTO	224.87
Apr 9	Apr 10	KING STREET ELEPHANT & TORONTO	53.42
Apr 9	Apr 10	IMPARK00090462U TORONTO	26.00
Apr 11	Apr 12	ESSO-DORVAL ESSO OAKVILLE	75.00
Apr 11	Apr 13	ALOFT VAUGHAN MILLS VAUGHAN ARRIVAL 04/11/17 DEPARTURE 04/13/17 NIGHTS	271.18
Apr 12	Apr 13	MOXIES 355 NEWMARKET	144.14
Apr 13	Apr 14	IMPARK00090430U TORONTO	30.00
Apr 13	Apr 14	CHAPTERS 766 MARKHAM	71.60
Apr 18	Apr 18	DIRECTV SERVICE 800-347-3288 UNITED STATES DOLLAR 236.88 @ 1.36415	323.14
Apr 18	Apr 19	CHAPTERS 907 BARRIE	24.84



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Mar 28, 2017 - Apr 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Apr 18	Apr 19	MONTANAS COOKHOUSE 3 BARRIE	44.93
Apr 19	Apr 20	PAPER CRANE SUSHI BA KING CITY	247.75
Apr 20	Apr 21	ONROUTE 003943000001166 CAMBRIDGE	75.00
Apr 21	Apr 22	FISHBONE KITCHEN & B AURORA	330.53
Apr 22	Apr 24	CDN TIRE GAS BAR 003943 CONCORD	78.87
Apr 23	Apr 25	FATHERS MOUSTACHE GRILL AURORA	63.62
Apr 24	Apr 25	PPL - CANADA SQUARE NORTH YORK	14.00
Apr 26	Apr 27	CHAPTERS 784 NEWMARKET	31.50
Apr 26	Apr 27	PASSION PLACE NEWMARKET	189.61
Apr 26	Apr 27	SWISS CHALET #1130 WOODBRIDGE	38.58
Apr 26	Apr 27	SWISS CHALET #1130 WOODBRIDGE	53.04
Total of New Transactions for JOHN DAVIES			3,966.65

New Transactions for

Card Number XXXX-XXXXX8-01017

Apr 16	Apr 16	NETFLIX.COM 866-716-0414	9.99
Apr 18	Apr 18	MICROSOFT*GROOVEMUSIC MSBILL.INFO	11.29
Total of New Transactions for			21.28

New Transactions for

Card Number XXXX-XXXXX8-02015

Mar 28	Mar 29	EGO HAIR STUDIO AURORA	45.00
Mar 28	Mar 29	NATURE'S EMPORIUM NATUR NEWMARKET	91.37
Mar 28	Mar 29	METRO #771 NEWMARKET	134.16
Mar 29	Mar 30	LONGO'S # 19 AURORA AURORA	16.16
Mar 29	Mar 30	LEGALLAIS VETERINARY AURORA	73.45
Mar 30	Mar 31	FIONN MACCOOL'S #585 NEWMARKET	111.76
Mar 31	Apr 3	CDN TIRE STORE 00394300 GRAVENHURST	46.04
Apr 1	Apr 2	LCBO/RAO #630 AURORA AURORA	76.80
Apr 1	Apr 2	SHOPPERSDRUGMART0970 AURORA	1,039.26
Apr 1	Apr 2	FATHERS MOUSTACHE GRILL AURORA	53.63
Apr 1	Apr 3	STATE & MAIN AURORA AURORA	27.80



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXX8 02007

Opening Date Closing Date
Mar 28, 2017 - Apr 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Apr 4	Apr 4	MURPHY'S POOL SERVICE I New River UNITED STATES DOLLAR 125.00 @ 1.37376	171.72
Apr 5	Apr 5	PETROCAN AURORA	29.37
Apr 5	Apr 5	PETROCAN AURORA	60.00
Apr 5	Apr 6	METRO #771 NEWMARKET	256.52
Apr 5	Apr 7	SHOPPERSDRUGMART0955 AURORA	24.84
Apr 8	Apr 10	ESSO-WELLINGTON/EXETER LONDON	80.00
Apr 10	Apr 10	PAYPAL *SONVOLTPROP 4029357733 UNITED STATES DOLLAR 303.50 @ 1.37605	417.63
Apr 11	Apr 11	PETROCAN AURORA	100.00
Apr 13	Apr 14	METRO #771 NEWMARKET	301.39
Apr 15	Apr 16	LCBO/RAO #630 AURORA AURORA	39.90
Apr 15	Apr 18	PIONEER #180 PIONEER #1 KING CITY	77.50
Apr 15	Apr 16	THE HOME DEPOT #7135 AURORA	97.34
Apr 15	Apr 16	MASTERMIND - AURORA AURORA	169.45
Apr 15	Apr 17	SHÖPPERSDRUGMART1279 AURORA	47.42
Apr 16	Apr 18	BOSTON PIZZA # 420 GRAV GRAVENHURST	123.22
Apr 18	Apr 19	Shell Canada C22256 222 NEWMARKET	100.00
Apr 18	Apr 20	BOSTON PIZZA # 420 GRAV GRAVENHURST	81.18
Apr 19	Apr 20	SOBEYS #4716 GRAVENHURST	38.88
Apr 19	Apr 20	VICTOR TRAVEL & VICT CONCORD	1,500.00
Apr 20	Apr 21	UHAUL STG AURORA AURORA	68.31
Apr 20	Apr 22	UHAUL STG AURORA AURORA	40.61
Apr 21	Apr 21	NETFLIX.COM 866-716-0414	9.99
Apr 21	Apr 21	PETROCAN AURORA	80.00
Apr 21	Apr 22	UHAUL STG AURORA AURORA	143.00
Apr 21	Apr 22	DM CLUB-FAIRWAYS OFF SCOTTSDALE UNITED STATES DOLLAR 2,295.91 @ 1.38610	3,182.37
Apr 22	Apr 23	LCBO/RAO #671 KING CITY KING CITY	137.80
Apr 22	Apr 24	ESSO-LANDSHARK ESSO MAPLE	80.00
Apr 24	Apr 25	WINNERS 344 AURORA	110.69
Apr 24	Apr 26	STATE & MAIN AURORA AURORA	110.40
Apr 27	Apr 27	PETROCAN AURORA	120.96



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Mar 28, 2017 - Apr 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Total of New Transactions for			9,515.92

New Transactions for JESSICA DAVIES

Card Number XXXX-XXXXX6-01025

Apr 8	Apr 8	UBER HELP.UBER.COM VIETNAMESE DONG 47,089 @ 0.00006	2.85
Apr 8	Apr 8	UBER HELP.UBER.COM VIETNAMESE DONG 15,000 @ 0.00006	0.91

Total of New Transactions for JESSICA DAVIES			3.76
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Other Account Transactions

Apr 9	Apr 9	SUPPLEMENTARY CARD FEE ASSESSED XXXXXXXXXX801025 JESSICA DAVIES	50.00
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Total of Other Account Transactions			50.00
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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Mar 28, 2017 - Apr 27, 2017

About Your Statement

Transaction / Posting Details - If the transaction date is not available, the posting date will be used as the transaction date and will be shown with an asterisk (*). Occasionally you may not recognize the business name listed. This can happen when a company has a registered name different from that used commercially.

Charges Made in Foreign Currencies - All foreign currency charges have been converted into Canadian dollars on the date we processed the charge. Non-U.S. dollar charges have been converted through U.S. dollars, by converting the charge amount into U.S. dollars and then by converting that U.S. dollar amount into Canadian dollars. U.S. dollar charges have been converted directly into Canadian dollars. As agreed, unless a specific rate was required by law, the American Express treasury system has used conversion rates based on interbank rates (selected from customary industry sources) from the business day prior to the processing date, increased by a single conversion commission of 2.5%. Any conversion commission charged on the original charge will not be returned on a refund. Any charges converted by third parties prior to being submitted to us have been at rates selected by them.

Interest - As a charge card, the balance must always be paid in full each month or all charges on that statement will be considered delinquent. Interest charges are calculated at an annual rate of 30% for each day that a delinquent charge remains outstanding, starting from and including the transaction date or from and including the first day of the billing period in which it is first charged to your account, if that is later, until the day we receive payment in full. Please refer to your Cardmember Agreement for details. Interest is not charged on interest or annual card membership fees. The interest grace period from the closing date of the current statement to the closing date of the next statement varies and will be 28, 29, 30 or 31 days depending on the number of days in the calendar month in which the current closing date occurs.

Billing Errors - If you have a complaint, problem or dispute with this statement or any charge on it, contact us immediately but in any event within 25 days of the Closing Date of this statement. Otherwise, this statement will be considered accurate except for any amount which has been improperly credited to the account and you may not later make a claim against us in respect of any item on this statement. Subject to the Cardmember Agreement, if you contact us as required, we will take all reasonable and appropriate steps to provide the information you request or attempt to resolve the dispute.

Payment Due Date - Payment of your balance in full must be received by the closing date of your next statement in order to avoid interest charges on the new charges appearing on this statement. Your payment due date is set 6 days before the closing date to allow for payment processing by your financial institution and weekends and holidays. However, please check with your own financial institution regarding processing delays.

Payments - Payments may be made using the Electronic Payment Program from American Express by Pre-authorized Payment Plan, Pay by Phone, Pay by Online Services or Pay by Voice Response and is subject to the terms, conditions and restrictions in the Electronic Payment Program Agreement. The Pre-authorized Payment Plan is available for future statements only unless the front page of this statement indicates you are already enrolled. Subject to the Electronic Payment Program Agreement and availability of the services, you can request a same day payment prior to 8pm Eastern Time or schedule a future payment from your Canadian dollar deposit account. However, your first payment can only be scheduled 3 calendar days after enrollment. To enroll, login to Online Services or call the customer service number on this statement for Pay by Phone or Pay by Voice Response. For details visit www.americanexpress.ca/paymentmethods. We reserve the right without notice to restrict or cancel availability of the Electronic Payment Program, limit the number or frequency of payments or restrict scheduling a future payment within a certain time period or if the account is past due. Payments may be made using telephone or internet banking facilities through participating financial institutions, at a branch or ATM. Check with your institution for processing delays. Payments will be sent by your financial institution to us within 3 to 5 business days and your account will not be credited until we receive a payment. Cheques will not be credited until received by us and may take up to 10 business days or longer depending on your geographic location. If mailing your payment, please see instructions on front page of this statement. It is your responsibility to make payment arrangements and ensure that sufficient funds are available in the deposit account. We will reverse a payment if it is returned or dishonoured for any reason and a dishonoured payment fee will apply.

Questions - If you have any questions about your account, please call American Express Customer Service 24 hours a day, 7 days a week at the phone numbers provided on the first page of this statement.



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Mar 28, 2017 - Apr 27, 2017

Membership Rewards

Account Summary from 03/28/2017 to 04/27/2017

Previous Points Balance	Points Earned	Bonus Points	Points Adjustments	Points Redeemed	New Points Balance	Rewards Number
49,709	13,509	0	0	0	63,218	CM00527694

Points Earned	Card Type	Card Number	No. of Points
	Business Gold Rewards	XXXXXXXXX802007	13,509
		Total Points Earned	13,509

Log on to your account or register for online services at membershiprewards.ca to get your up-to-date Membership Rewards point balance, view our latest offers, and redeem for hundreds of rewards from merchandise and gift cards to travel and more.

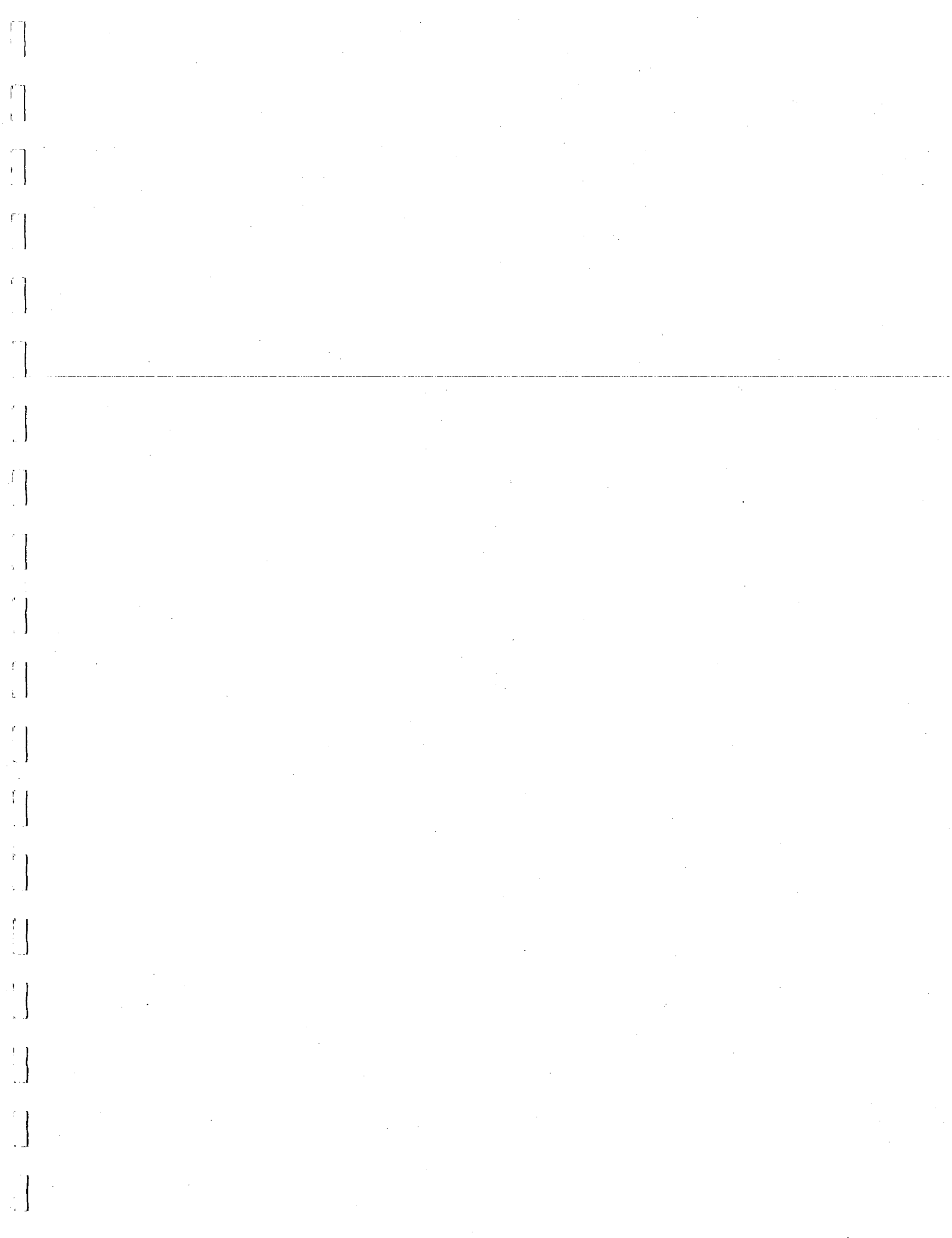
Understanding how Membership Rewards points are reflected on your statement
Total Points Earned = 1 point/\$1 in eligible Card purchases at all locations (including Your 3 Suppliers)
Total Extra Points Earned = 1 point/\$1 in eligible Card purchases at Your 3 Suppliers
Points Earned (as shown in summary box) = Total Points Earned + Total Extra Points Earned
Extra Points earned at your 3 Suppliers is subject to an annual maximum of 250,000 extra points

Your Offers and Account Information

Refer a Friend

Refer a friend and you could earn a referral bonus. Terms Apply. Please visit americanexpress.ca/referafriend.

We use your personal information in accordance with our **Privacy Code** and **Online Privacy Statement** (both at www.americanexpress.ca/privacy) which includes (i) what information we collect and how we collect it, (ii) the purposes for which we collect, use and disclose your information, (iii) your consent rights and choices, and (iv) additional examples to help you better understand how we collect, use and disclose your information.





www.americanexpress.ca
 Customer Service or Lost or Stolen Card 1-888-721-1046 (24 hours, toll free)
 From outside of Canada/U.S. call collect 905-474-1271
 Amex Bank of Canada, P.O. Box 3204, Stn F, Toronto ON M1W 3W7

Statement of Account
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American Express Business Gold Rewards Card

Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
 XXXX XXXXX8 02007

Opening Date Closing Date
 Apr 28, 2017 - May 27, 2017

ACCOUNT SUMMARY

Previous Balance	\$12,204.86	Total Spending Limit	\$32,500.00
Less Payments	\$35,000.00	Available Spending Limit	\$28,779.79
Less Other Credits	\$0.00		
Plus Interest	\$0.00		
Plus Purchases	\$26,615.41		
Plus Fees	\$0.00		
Plus Funds Advances	\$0.00		
Plus Other Charges	\$0.00		
Equals New Balance	\$3,720.27		

Amount Due \$3,720.27

Billing days this period: 30

Statement includes payments and charges received by May 27, 2017

We value your membership. Please pay the balance in full. Thank you.

..... ↑ Please detach here ↓

AMERICAN EXPRESS

PLEASE PAY BY PAYMENT DUE DATE TO ALLOW YOUR PAYMENT TO BE PROCESSED BY YOUR FINANCIAL INSTITUTION AND SENT TO US.

- Cheque payments are payable to Amex Bank of Canada.
 - Ensure that you write your Account Number clearly on the front of your cheque.
 - Enclose this remittance portion of your statement with your payment.
- Do Not Send Cash Through Mail. DETAILS ENCLOSED.

Account Number	XXXX XXXXX8 02007
Amount Due	\$3,720.27
Payment Due Date	Jun 21, 2017

Amount Paid (\$)

JOHN DAVIES
 GENERX DEV PARTNERS
 24 COUNTRY CLUB DR
 KING CITY ON L7B1M5

Amex Bank of Canada/
 Banque Amex du Canada
 PO Box 2000
 West Hill ON M1E 5H4



Statement of Account

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Apr 28, 2017 - May 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
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New Payments

May 8	May 8	PAYMENT RECEIVED - THANK YOU Reference AT171280007000010007798	-13,000.00
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May 23	May 23	PAYMENT RECEIVED - THANK YOU Reference AT171430007000010015785	-22,000.00
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Total of Payment Activity			-35,000.00
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JOHN DAVIES Total of new transactions Card Number XXXX-XXXXX8-01009			1,186.44
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JOHN DAVIES Total of new transactions Card Number XXXX-XXXXX8-02007			10,905.85
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Total of new transactions Card Number XXXX-XXXXX8-01017			21.28
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Total of new transactions Card Number XXXX-XXXXX8-02015			14,396.14
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JESSICA DAVIES Total of new transactions Card Number XXXX-XXXXX8-01025			5.70
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New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-01009

Apr 21	Apr 28	ARMADA DATA CORPORATION MISSISSAUGA	678.00
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Statement of Account

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Apr 28, 2017 - May 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Apr 21	Apr 28	ARMADA DATA CORPORATION MISSISSAUGA	350.30
Apr 26	Apr 28	ARMADA DATA CORPORATION MISSISSAUGA	138.42
May 21	May 22	WWW.SAFECART.COM, WWW.S LONDON	19.72
Total of New Transactions for JOHN DAVIES			1,186.44

New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-02007

Apr 25	Apr 29	CHUBB INSURANCE CO Toronto	41.46
Apr 28	Apr 28	PETROCAN CONCORD	77.20
Apr 29	Apr 30	LCBO/RAO #0014 TORONTO TORONTO	186.35
Apr 29	Apr 30	JOSEPHSON OPTICIAN (TORONTO	2,032.50
Apr 29	Apr 30	ONE RESTAURANT TORONTO	571.16
Apr 29	Apr 30	SASSAFRAZ TORONTO	105.23
Apr 29	May 1	METRO #62 TORONTO	3.38
Apr 30	May 1	KEG 515 BURLINGTON	26.95
Apr 30	May 1	KEG 515 BURLINGTON	284.39
Apr 30	May 1	ONROUTE 003943000001178 KING CITY	98.00
Apr 30	May 2	MCDONALD'S #8938 Q CONCORD	22.40
May 1	May 2	HAZELTON HOTELS INTL TORONTO	1,085.43
May 1	May 2	SOUTHWESTERN ADVANTA CONCORD	19.95
May 1	May 2	SWISS CHALET 1908 AURORA	40.20
May 2	May 3	PIONEER #180 PIONEER #1 KING CITY	75.00
May 3	May 4	AQUA GRILL AURORA	544.90
May 4	May 5	BUDGET BROTHERS TERMIT PHOENIX UNITED STATES DOLLAR 44.95 @ 1.40934	63.35
May 5	May 7	FATHERS MOUSTACHE GRILL AURORA	100.00
May 7	May 8	AQUA GRILL AURORA	294.65
May 10	May 12	ST. LOUIS BAR AND GR MAPLE	24.69
May 12	May 13	PIONEER #180 PIONEER #1 KING CITY	69.00
May 12	May 14	ST. LOUIS BAR AND GR MAPLE	51.48
May 12	May 15	ESSO-LANDSHARK ESSO MAPLE	33.00
May 13	May 14	LAGO LAGO MAPLE	22.15



Statement of Account

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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
Apr 28, 2017 - May 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
May 13	May 14	EAGLES NEST GOLF SHOP E MAPLE	149.16
May 13	May 14	PAPER CRANE SUSHI BA KING CITY	214.02
May 14	May 15	AQUA GRILL AURORA	482.99
May 15	May 16	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: SYDNEY KINGSFORD S TO: LOS ANGELES INTERN TO: TORONTO LESTER B P TICKET NUMBER: 014217776940 CARRIER: UA CLASS: I CARRIER: AC CLASS: X PASSENGER NAME: DAVIES/JESSICA MS	136.60
May 15	May 16	AIR CANADA AIRCANADA.CO WINNIPEG ROUTING: FROM: SYDNEY KINGSFORD S TO: LOS ANGELES INTERN TO: TORONTO LESTER B P TICKET NUMBER: 014217776941 CARRIER: UA CLASS: I CARRIER: AC CLASS: X PASSENGER NAME: PRINSEN/JOSHUA MR	136.60
May 17	May 17	PETROCAN CONCORD	81.68
May 18	May 18	DIRECTV SERVICE 800-347-3288 UNITED STATES DOLLAR 236.88 @ 1.39860	331.30
May 18	May 18	PETROCAN CONCORD	77.77
May 18	May 20	ST. LOUIS BAR AND GR MAPLE	26.02
May 19	May 20	KEMPENFELT IMAGING SY 705-733-8881	616.45
May 19	May 20	SPEEDY GLASS #8027 NEWMARKET	432.77
May 19	May 21	PLAY PIZZERIA & PUB AURORA	96.82
May 19	May 21	ST. LOUIS BAR AND GR MAPLE	31.02
May 19	May 21	MCDONALD'S #3627 Q NEWMARKET	10.98
May 20	May 20	NORTON AP1226477997 MOUNTAIN VIEW	124.29
May 23	May 25	ST. LOUIS BAR AND GR MAPLE	36.44
May 24	May 25	CHAPTERS 784 NEWMARKET	12.59
May 24	May 25	SHOPPERSDRUGMART0970 AURORA	934.23
May 24	May 25	SWISS CHALET 1908 AURORA	45.68
May 24	May 26	ST. LOUIS BAR AND GR MAPLE	24.69
May 25	May 26	PIONEER #180 PIONEER #1 KING CITY	68.30
May 25	May 27	FATHERS MOUSTACHE GRILL AURORA	45.79
May 26	May 27	FIBERNETICS BUSINESS CAMBRIDGE	802.24
May 26	May 27	FIBERNETICS BUSINESS CAMBRIDGE	114.60
Total of New Transactions for JOHN DAVIES			10,905.85



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Apr 28, 2017 - May 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
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New Transactions for

Card Number XXXX-XXXXX8-D1017

May 16	May 16	NETFLIX.COM 866-716-0414	9.99
May 18	May 18	MICROSOFT*GROOVEMUSIC MSBILL.INFO	11.29
Total of New Transactions for			21.28

New Transactions for

Card Number XXXX-XXXXX8-02015

Apr 27	Apr 28	BODY BEAUTIFUL DAY S AURORA	184.13
Apr 27	Apr 28	LEGALLAIS VETERINARY AURORA	73.45
Apr 27	Apr 28	METRO #767 AURORA	85.06
Apr 27	Apr 29	STATE & MAIN AURORA AURORA	47.41
May 2	May 3	SHOPPERSDRUGMART0970 AURORA	112.93
May 3	May 4	LONGO'S # 19 AURORA AURORA	145.61
May 4	May 4	MURPHY'S POOL SERVICE Anthem UNITED STATES DOLLAR 365.00 @ 1.40814	513.97
May 5	May 5	PAYPAL *SONVOLTPROP 4029357733 UNITED STATES DOLLAR 414.00 @ 1.40937	583.48
May 5	May 6	AMJ CAMPBELL TORONTO EA MARKHAM	6,034.20
May 5	May 6	PIZZA NOVA 038 AURORA	36.60
May 8	May 9	METRO #771 NEWMARKET	80.65
May 12	May 15	METRO #771 NEWMARKET	105.27
May 13	May 14	FARM BOY #91 FARM BOY # LONDON	29.58
May 13	May 15	ONROUTE 003943000001164 WOODSTOCK	57.80
May 13	May 16	ESSO-LANDSHARK ESSO MAPLE	69.48
May 14	May 15	ADT SECURITY*401816938 800-238-2727 UNITED STATES DOLLAR 146.97 @ 1.40886	207.06
May 15	May 16	ST. ANDREW'S OFFICE MON AURORA	3,343.90
May 16	May 16	PETROCAN AURORA	80.00
May 16	May 17	HUDSON'S BAY #1554 NORT NORTH YORK	87.01
May 16	May 17	LEGALLAIS VETERINARY AURORA	73.45
May 18	May 19	METRO #771 NEWMARKET	53.53
May 20	May 21	MAUNDER'S FOOD SHOP AURORA	15.41



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
Apr 28, 2017 - May 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
May 20	May 21	LONGO'S # 19 AURORA AURORA	143.61
May 21	May 21	NETFLIX.COM 866-716-0414	9.99
May 23	May 24	DM CLUB-FAIRWAYS OFF SCOTTSDALE UNITED STATES DOLLAR 1,547.00 @ 1.38498	2,142.56
May 26	May 26	PETROCAN AURORA	80.00
Total of New Transactions for			14,396.14

New Transactions for JESSICA DAVIES

Card Number XXXX-XXXXX8-01026

May 22	May 22	UBER *SG MAY23 REKG4 HELP.UBER.COM SINGAPORE DOLLAR 5.67 @ 1.00529	5.70
Total of New Transactions for JESSICA DAVIES			5.70



Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date
Apr 28, 2017 - May 27, 2017

Closing Date

About Your Statement

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Charges Made in Foreign Currencies - All foreign currency charges have been converted into Canadian dollars on the date we processed the charge. Non-U.S. dollar charges have been converted through U.S. dollars, by converting the charge amount into U.S. dollars and then by converting that U.S. dollar amount into Canadian dollars. U.S. dollar charges have been converted directly into Canadian dollars. As agreed, unless a specific rate was required by law, the American Express treasury system has used conversion rates based on interbank rates (selected from customary industry sources) from the business day prior to the processing date, increased by a single conversion commission of 2.5%. Any conversion commission charged on the original charge will not be returned on a refund. Any charges converted by third parties prior to being submitted to us have been at rates selected by them.

Interest - As a charge card, the balance must always be paid in full each month or all charges on that statement will be considered delinquent. Interest charges are calculated at an annual rate of 30% for each day that a delinquent charge remains outstanding, starting from and including the transaction date or from and including the first day of the billing period in which it is first charged to your account, if that is later, until the day we receive payment in full. Please refer to your Cardmember Agreement for details. Interest is not charged on interest or annual card membership fees. The interest grace period from the closing date of the current statement to the closing date of the next statement varies and will be 28, 29, 30 or 31 days depending on the number of days in the calendar month in which the current closing date occurs.

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Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date
Apr 28, 2017 - May 27, 2017

Closing Date

Membership Rewards

Account Summary from 04/28/2017 to 05/27/2017

Previous Points Balance	Points Earned	Bonus Points	Points Adjustments	Points Redeemed	New Points Balance	Rewards Number
63,218	26,513	0	0	0	89,731	CM00527694

Points Earned	Card Type	Card Number	No. of Points
	Business Gold Rewards	XXXXXXXXX802007	26,513
		Total Points Earned	26,513

Log on to your account or register for online services at membershiprewards.ca to get your up-to-date Membership Rewards point balance, view our latest offers, and redeem for hundreds of rewards from merchandise and gift cards to travel and more.

Understanding how Membership Rewards points are reflected on your statement
Total Points Earned = 1 point/\$1 in eligible Card purchases at all locations (including Your 3 Suppliers)
Total Extra Points Earned = 1point/\$1 in eligible Card purchases at Your 3 Suppliers
Points Earned (as shown in summary box) = Total Points Earned + Total Extra Points Earned
Extra Points earned at your 3 Suppliers is subject to an annual maximum of 250,000 extra points

Your Offers and Account Information

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Refer a friend and you could earn a referral bonus. Terms Apply. Please visit americanexpress.ca/referafriend.

We use your personal information in accordance with our **Privacy Code and Online Privacy Statement** (both at www.americanexpress.ca/privacy) which includes (i) what information we collect and how we collect it, (ii) the purposes for which we collect, use and disclose your information, (iii) your consent rights and choices, and (iv) additional examples to help you better understand how we collect, use and disclose your information.



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 From outside of Canada/U.S. call collect 905-474-1271
 Amex Bank of Canada, P.O. Box 3204, Stn F, Toronto ON M1W 3W7

Statement of Account
 Page 1 of 8

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American Express Business Gold Rewards Card

Prepared For
**JOHN DAVIES
 GENERX DEV PARTNERS**

Account Number: **XXXX XXXXX8 02007**
 Opening Date: **May 28, 2017**
 Closing Date: **Jun 27, 2017**

ACCOUNT SUMMARY

Previous Balance	\$3,720.27	Total Spending Limit	\$32,500.00
Less Payments	\$2,800.00	Available Spending Limit	\$18,698.57
Less Other Credits	\$1,000.00		
Plus Interest	\$0.00		
Plus Purchases	\$13,881.16		
Plus Fees	\$0.00		
Plus Funds Advances	\$0.00		
Plus Other Charges	\$0.00		
Equals New Balance	\$13,801.43		

Amount Due \$13,801.43

Billing days this period: 31

Statement includes payments and charges received by Jun 27, 2017

We value your membership. Please pay the balance in full. Thank you.

↑ Please detach here ↑

AMERICAN EXPRESS

PLEASE PAY BY PAYMENT DUE DATE TO ALLOW YOUR PAYMENT TO BE PROCESSED BY YOUR FINANCIAL INSTITUTION AND SENT TO US.

- * Cheque payments are payable to Amex Bank of Canada.
 - * Ensure that you write your Account Number clearly on the front of your cheque.
 - * Enclose this remittance portion of your statement with your payment.
- Do Not Send Cash Through Mail. DETAILS ENCLOSED.

Account Number: **XXXX XXXXX8 02007**
 Amount Due: **\$13,801.43**
 Payment Due Date: **Jul 21, 2017**

Amount Paid (\$)

JOHN DAVIES
 GENERX DEV PARTNERS
 24 COUNTRY CLUB DR
 KING CITY ON L7B1M5

Amex Bank of Canada/
 Banque Amex du Canada
 PO Box 2000
 West Hill ON M1E 5H4



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
May 28, 2017 - Jun 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
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New Payments

Jun 23	Jun 23	Membership Rewards Points for Credit Reference AT171740002000010000100	-1,000.00
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Jun 23	Jun 23	PAYMENT RECEIVED - THANK YOU Reference AT171740006000010000677	-2,800.00
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Total of Payment Activity			-3,800.00
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JOHN DAVIES Total of new transactions Card Number XXXX-XXXXX8-01009			339.00
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JOHN DAVIES Total of new transactions Card Number XXXX-XXXXX8-02007			6,382.38
---	--	--	-----------------

Total of new transactions Card Number XXXX-XXXXX8-01017			9.99
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Total of new transactions Card Number XXXX-XXXXX8-02015			7,125.37
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JESSICA DAVIES Total of new transactions Card Number XXXX-XXXXX8-01025			24.42
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New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-01009

Jun 6	Jun 7	ARMADA DATA CORPORATION MISSISSAUGA	339.00
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Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
May 28, 2017 - Jun 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Total of New Transactions for JOHN DAVIES			339.00

New Transactions for JOHN DAVIES

Card Number XXXX-XXXXX8-02007

May 25	May 30	CHUBB INSURANCE CO Toronto	41.46
May 26	May 28	ST. LOUIS BAR AND GR MAPLE	39.04
May 27	May 28	PIONEER #180 PIONEER #1 KING CITY	10.15
May 27	May 29	ST. LOUIS BAR & GRIL AURORA	91.21
May 29	May 30	SWISS CHALET 1908 AURORA	44.45
May 30	Jun 1	ST. LOUIS BAR AND GR MAPLE	56.22
May 31	Jun 2	ST. LOUIS BAR AND GR MAPLE	67.93
Jun 1	Jun 2	SOUTHWESTERN ADVANTA CONCORD	19.95
Jun 1	Jun 2	ESSO-LANDSHARK ESSO MAPLE	10.95
Jun 1	Jun 2	ESSO-LANDSHARK ESSO MAPLE	75.00
Jun 1	Jun 2	BUDGET BROTHERS TERMIT PHOENIX UNITED STATES DOLLAR 44.95 @ 1.38554	62.28
Jun 1	Jun 3	ST. LOUIS BAR AND GR MAPLE	41.44
Jun 2	Jun 3	IMPARK00090430U TORONTO	5.00
Jun 2	Jun 4	ST. LOUIS BAR AND GR MAPLE	50.46
Jun 4	Jun 6	ST. LOUIS BAR AND GR MAPLE	48.04
Jun 5	Jun 6	HENRY'S NEWMARKET	3,356.87
Jun 5	Jun 7	FATHERS MOUSTACHE GRILL AURORA	66.39
Jun 6	Jun 7	PAPER CRANE SUSHI BA KING CITY	121.05
Jun 6	Jun 7	PIONEER #180 PIONEER #1 KING CITY	69.05
Jun 6	Jun 8	ST. LOUIS BAR AND GR MAPLE	54.45
Jun 7	Jun 8	ABRAMS ABRAMS NORTH YORK	79.10
Jun 7	Jun 9	BALDWINS STEAK AND SEAF AURORA	44.08
Jun 8	Jun 9	IMPARK00090430U TORONTO	10.00
Jun 8	Jun 10	ST. LOUIS BAR AND GR MAPLE	52.39
Jun 9	Jun 9	CDN TIRE GAS BAR 003943 CONCORD	80.11
Jun 9	Jun 10	VENUES CAFE 0607 CAREFREE UNITED STATES DOLLAR 67.00 @ 1.38642	92.89



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
May 28, 2017 - Jun 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Jun 9	Jun 10	BARNES & NOBLE #2680 00 SCOTTSDALE UNITED STATES DOLLAR 64.67 @ 1.38642	89.66
Jun 9	Jun 26	AIR CANADA AIR CANADA WINNIPEG TICKET NUMBER: 0142178767957 PASSENGER NAME: DAVIES/JUDITH MRS	16.95
Jun 11	Jun 12	AC ROUGE ON BOARD CAFE MISSISSAUGA	9.95
Jun 11	Jun 12	ROCKSLIDE RESTAURA 5429 GRAND JUNCTIO UNITED STATES DOLLAR 64.95 @ 1.38645	90.05
Jun 12	Jun 13	ENTERPRISE RENTACAR PHO PHOENIX UNITED STATES DOLLAR 21.95 @ 1.38633	30.43
Jun 12	Jun 13	MCKINNEYS IRISH PUB 650 GRAND ISLAND UNITED STATES DOLLAR 73.68 @ 1.38029	101.70
Jun 13	Jun 13	DAYS INN PARACHUTE DAYS PARACHUTE ARRIVAL DEPARTURE NIGHTS 06/11/17 06/12/17 UNITED STATES DOLLAR 78.09 @ 1.38020	107.78
Jun 13	Jun 14	HOPCAT - KALAMAZOO 5429 KALAMAZOO UNITED STATES DOLLAR 66.09 @ 1.36254	90.05
Jun 13	Jun 14	BEST WESTERN INN & SUIT GRAND ISLAND ARRIVAL DEPARTURE NIGHTS 06/12/17 06/13/17 UNITED STATES DOLLAR 118.23 @ 1.36260	161.10
Jun 14	Jun 15	IMPARK00090430U TORONTO	5.00
Jun 15	Jun 17	ST. LOUIS BAR AND GR MAPLE	38.47
Jun 16	Jun 17	IMPARK00090430U TORONTO	30.00
Jun 16	Jun 18	ST. LOUIS BAR AND GR MAPLE	44.04
Jun 17	Jun 19	ST. LOUIS BAR AND GR MAPLE	44.04
Jun 18	Jun 18	DIRECTV SERVICE 800-347-3288 UNITED STATES DOLLAR 236.88 @ 1.36006	322.17
Jun 19	Jun 20	PIONEER #180 PIONEER #1 KING CITY	65.01
Jun 19	Jun 21	ST. LOUIS BAR AND GR MAPLE	44.57
Jun 20	Jun 22	ST. LOUIS BAR AND GR MAPLE	44.21
Jun 21	Jun 23	ST. LOUIS BAR AND GR MAPLE	42.04
Jun 22	Jun 23	PAPER CRANE SUSHI BA KING CITY	162.21
Jun 23	Jun 25	ST. LOUIS BAR AND GR MAPLE	87.99
Jun 26	Jun 27	PIONEER #180 PIONEER #1 KING CITY	65.00
Total of New Transactions for JOHN DAVIES			6,382.38



Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date
May 28, 2017 - Jun 27, 2017

Closing Date

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
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New Transactions for

Card Number XXXX-XXXXX8-01017

Jun 16	Jun 16	NETFLIX.COM 866-716-0414	9.99
Total of New Transactions for			9.99

New Transactions for

Card Number XXXX-XXXXX8-02015

May 29	May 30	PHARMX REXALL STORE NEWMARKET	18.07
May 31	Jun 1	CARUSO COMPANY AURORA	10.74
May 31	Jun 1	PIONEER #180 PIONEER #1 KING CITY	50.00
Jun 1	Jun 2	LONGO'S # 19 AURORA AURORA	149.14
Jun 1	Jun 2	LONGO'S # 19 AURORA AURORA	26.21
Jun 2	Jun 2	MURPHY'S POOL SERVICE Anthem UNITED STATES DOLLAR 125.00 @ 1.38576	173.22
Jun 4	Jun 5	HUDSON'S BAY #1531 NEWM NEWMARKET	146.87
Jun 4	Jun 5	PET VALU CANADA INC. AURORA	30.15
Jun 4	Jun 5	PIONEER #180 PIONEER #1 KING CITY	68.59
Jun 5	Jun 6	ROGERS *239162873701 888-764-3771	882.03
Jun 5	Jun 7	SHOPPERS DRUG MART # MAPLE	25.40
Jun 6	Jun 7	METRO #771 NEWMARKET	198.70
Jun 6	Jun 8	SHOPPERSDRUGMART0955 AURORA	83.52
Jun 7	Jun 8	CLASSIC CREATIONS JEWEL NORTH YORK	32.77
Jun 7	Jun 8	LEGALLAIS VETERINARY AURORA	73.45
Jun 8	Jun 9	EGO HAIR STUDIO AURORA	45.00
Jun 9	Jun 10	CHEVRON 0208906/CHEVRON CAVE CREEK UNITED STATES DOLLAR 40.00 @ 1.38625	55.45
Jun 11	Jun 11	CHEVRON 0213231/CHEVRON PHOENIX UNITED STATES DOLLAR 51.24 @ 1.38642	71.04
Jun 11	Jun 12	EXXONMOBIL 9728 WHITE MESA UNITED STATES DOLLAR 50.00 @ 1.38660	69.33
Jun 12	Jun 13	EXXONMOBIL 4818 GEORGETOWN UNITED STATES DOLLAR 60.62 @ 1.38040	83.68
Jun 12	Jun 13	SHELL OIL 10006622004 GIBBON UNITED STATES DOLLAR 50.00 @ 1.38040	69.02



Prepared For
JOHN DAVIES
GENERX DEV PARTNERS

Account Number
XXXX XXXXX8 02007

Opening Date
May 28, 2017 - Jun 27, 2017

Your Transactions

Transaction Date	Posting Date	Details	Amount (\$)
Jun 13	Jun 14	PILOT 00893 AVOCA UNITED STATES DOLLAR 47.50 @ 1.36253	64.72
Jun 13	Jun 14	BP#8499543PARMA TRAVEL PARMA UNITED STATES DOLLAR 40.00 @ 1.36250	54.50
Jun 13	Jun 14	SHELL OIL 57443479100 JOLIET UNITED STATES DOLLAR 60.00 @ 1.36250	81.75
Jun 14	Jun 15	CRAVE TV TORONTO	27.09
Jun 14	Jun 15	PIONEER #180 PIONEER #1 KING CITY	75.00
Jun 15	Jun 15	BEST WESTERN 4502414940 CAMBRIDGE ARRIVAL DEPARTURE NIGHTS 06/14/17 06/15/17	100.19
Jun 15	Jun 16	ST. ANDREW'S OFFICE MON AURORA	845.70
Jun 16	Jun 17	COPPA'S FRESH MARKET CO KING CITY	83.70
Jun 16	Jun 18	PEARSON PARKING T1 TORONTO	20.00
Jun 17	Jun 17	ITUNES.COM/BILL 800-876-2775	0.55
Jun 18	Jun 19	ESSO-LANDSHARK ESSO MAPLE	80.00
Jun 19	Jun 20	AMJ CAMPBELL TORONTO EA MARKHAM	1,152.60
Jun 19	Jun 20	DM CLUB-FAIRWAYS OFF SCOTTSDALE UNITED STATES DOLLAR 1,547.00 @ 1.35915	2,102.60
Jun 21	Jun 21	NETFLIX.COM 866-716-0414	9.99
Jun 23	Jun 25	SHOPPERSDRUGMART0955 AURORA	64.60
Total of New Transactions for			7,125.37

New Transactions for JESSICA DAVIES

Card Number XXXX-XXXXX8-01025

Jun 3	Jun 3	UBER *TRIP QMTPJ HELP.UBER.COM AUSTRALIAN DOLLAR 17.18 @ 1.03201	17.73
Jun 4	Jun 4	UBER *TRIP GST3H HELP.UBER.COM AUSTRALIAN DOLLAR 6.49 @ 1.03082	6.69
Total of New Transactions for JESSICA DAVIES			24.42



Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date Closing Date
May 28, 2017 - Jun 27, 2017

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Prepared For
**JOHN DAVIES
GENERX DEV PARTNERS**

Account Number
XXXX XXXXX8 02007

Opening Date
May 28, 2017 - Jun 27, 2017

Closing Date

Membership Rewards

Account Summary from 05/28/2017 to 06/27/2017

Previous Points Balance	Points Earned	Bonus Points	Points Adjustments	Points Redeemed	New Points Balance	Rewards Number
89,731	13,880	0	0	100,000	3,611	CM00527694

Points Earned	Card Type	Card Number	No. of Points
	Business Gold Rewards	XXXXXXXXX802007	13,880
		Total Points Earned	13,880

Points Redeemed	Request Date	Program Name	Partner Membership Number	No. of Points	Conversion Rate
	06/23/2017	American Express	9302801122	-100,000	1.00000
		Total Points Redeemed		- 100,000	

Log on to your account or register for online services at membershiprewards.ca to get your up-to-date Membership Rewards point balance, view our latest offers, and redeem for hundreds of rewards from merchandise and gift cards to travel and more.

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Total Extra Points Earned = 1 point/\$1 in eligible Card purchases at Your 3 Suppliers
Points Earned (as shown in summary box) = Total Points Earned + Total Extra Points Earned
Extra Points earned at your 3 Suppliers is subject to an annual maximum of 250,000 extra points

Your Offers and Account Information

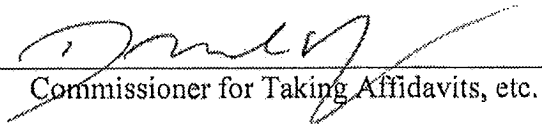
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TAB U

THIS IS EXHIBIT "U"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 30th DAY OF NOVEMBER, 2017



Commissioner for Taking Affidavits, etc.

Michael Beeforth

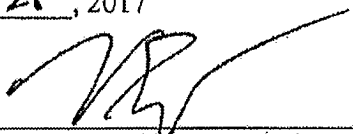
AFFIDAVIT OF EDWARD THOMAS

(Sworn November 28, 2017)


I, Edward Thomas, of the City of Kitchener in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of SRM Architects Inc. ("SRM"), an architecture firm located in Kitchener, Ontario. I swear this affidavit as a supplement to my affidavit sworn September 21, 2017.
2. I confirm that the \$50,000 loaned to TSI in June 2017 were funds from SRM, and that these funds did not originate, directly or indirectly, from Mr. Davies, an affiliate of Mr. Davies or a party related to Mr. Davies.

SWORN BEFORE ME at the City of
Kitchener in the Province of Ontario on
November 28, 2017



Commissioner for Taking Affidavits
(or as may be)


EDWARD THOMAS

KSV KOFMAN INC. in its capacity as Receiver and Manager of - and -
Certain Property of Scollard Development Corporation, et al.
Plaintiffs

JOHN DAVIES et al.
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**AFFIDAVIT OF JOHN DAVIES
(Sworn November 30, 2017)**

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

David McCutcheon
LSUC #: 16057P-1B
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Divisional Court File No.: 533/17
(Court File No. CV-17-11822-00CL)

KSV KOFMAN INC.
Plaintiff (Respondent)

and

AEOLIAN INVESTMENTS LTD. et al.
Defendants (Appellants)

ONTARIO
DIVISIONAL COURT,
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

MOTION RECORD
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