Court File No. CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

CLJ EVEREST LTD., by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiff

- and -

MARTIN MCCREADY

Defendant

MOTION RECORD OF THE RECEIVER

Date: October 17, 2018

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B E T W E E N:

CLJ EVEREST LTD., by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiff

and

MARTIN MCCREADY

Defendant

NOTICE OF MOTION

THE PLAINTIFF, CLJ Everest Ltd. ("**CLJ Everest**") by its court-appointed receiver and manager, Grant Thornton Limited (in such capacity, the "**Receiver**"), will make a motion to a Judge on a date to be scheduled on Monday, the 29th day of October, 2018, at 9:00 a.m., or as soon after that time as the motion can be heard, at the courthouse located at 330 University Ave., Toronto, Ontario.

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

THE MOTION IS FOR:

1. An order granting summary judgment against the Defendant in favour of the Plaintiff, as follows:

   (a) damages in the sum of $1,250,000 for breach of contract, representing the difference in purchase price between the McCready Purchase Price and the Palmer Purchase Price (as such terms are defined below);

(b) additional damages for breach of contract on account of carrying and miscellaneous costs incurred by the Receiver, including the Receiver's fees, as a result of the Defendant's failure to complete the McCready Mount Nemo Sale Transaction (as defined below), as follows:

(i) Home Insurance: $56,308.48;

(ii) Utilities: $5,633.57;

(iii) Realtor Commissions, including harmonized sales tax ("**HST**"): $106,785;

(iv) Property Maintenance: $24,193.95;

(v) Security: $6,205.00;

(vi) HST Paid: $4,685.64;

(vii) Custodial and Bank Charges: $17.00;

(viii) Receiver Fees, including HST: $168,499.00;

(ix) Legal Fees, including HST: $26,837.00; and

(x) Property Tax: $19,275.11.

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

(d) the Plaintiff's costs of this action and this motion on a substantial indemnity basis, or alternatively, on a scale that this Honourable Court deems just; and

(e) such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued April 26, 2017 (Court File No. CV-17-11779-00CL) (the "**Appointment Order**"), the Receiver was appointed as the court-appointed receiver and manager of the assets, undertakings, and properties of CLJ Everest and of certain other persons and entities which are not named plaintiffs herein (such proceedings being referred to as the "**Receivership Proceedings**");

3. At the time of the Appointment Order, CLJ Everest was the registered owner of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario (the "**Mount Nemo Property**");

4. The Defendant, Martin McCready ("**McCready**"), is an individual who resides in Hamilton, Ontario;

5. Prior to the Appointment Order, CLJ Everest and McCready entered into an Agreement of Purchase and Sale dated April 12, 2017 (the "**McCready APS**") for the sale of the Mount Nemo Property to McCready for a purchase price of $3,350,000 (the "**McCready Purchase Price**");

6. The McCready APS contained a closing date for the underlying transaction (the "**McCready Mount Nemo Sale Transaction**") of April 28, 2017;

7. In addition to issuing the Appointment Order, on April 26, 2017, the Court issued a Vesting Order (the "**Vesting Order**") that, among other things, authorized the Receiver to complete, on behalf of CLJ Everest, the McCready Mount Nemo Sale Transaction in accordance with the McCready APS;

8. After the Vesting Order was obtained, McCready refused to proceed with the Mount Nemo Sale Transaction, or to otherwise respond to the Receiver's correspondence and communications;

9. By letter dated April 28, 2017, the Receiver advised McCready that it was treating his anticipatory breaches as a repudiation of the McCready APS, thereby discharging the Receiver from proceeding with the McCready Mount Nemo Sale Transaction while reserving the Receiver's right to pursue damages from McCready;

10. After the Mount Nemo Sale Transaction failed to close, the Receiver conducted a formal sales process (the "**Sales Process**") for the listing, marketing, and sale of the Mount Nemo Property, including engaging listing agents and undertaking extensive efforts to market and sell the Mount Nemo Property.

11. The Sales Process, and the Receiver's activities in connection with it, have been approved by Orders of this Honourable Court in the Receivership Proceedings;

12. After extensive marketing and sale efforts, the Receiver, as vendor on behalf of CLJ Everest, entered into an Agreement of Purchase and Sale dated April 11, 2018, as amended on April 17, 2018, with Daniel Palmer, as purchaser, regarding the sale of the Mount Nemo Property (collectively, the "**Palmer APS**") to Palmer for a purchase price of $2.1 million (the "**Palmer Purchase Price**");

13. On May 15, 2018, the Receiver obtained Court approval to proceed with the underlying transaction (the "**Palmer Sale Transaction**") contemplated in the Palmer APS;

14. The Palmer Sale Transaction was completed on May 18, 2018;

15. As a result of McCready's failure to complete the McCready Mount Nemo Sale Transaction as required by the McCready APS, CLJ Everest sustained damages, including the difference in purchase price between the McCready Purchase Price and the Palmer Purchase Price, and additional carrying costs which the Receiver was forced to incur while conducting its subsequent Sales Process before the Palmer Sale Transaction was completed on May 18, 2018;

16. Accordingly, this action was commenced by the Receiver on July 5, 2018;

17. McCready has served a statement of defence, which simply baldly denies the allegations contained in the statement of claim. There are no genuine issues requiring a trial with respect to the bald defence which McCready has delivered;

18. A fair and just determination of the merits of this action as against McCready may be made on a motion for summary judgment;

19. The Receiver, on behalf of CLJ Everest, is entitled to judgment against McCready as claimed;

20. Rule 20.04(2)(a) requires that summary judgment be granted if there is no genuine issue requiring trial;

21. Rules 20.01, 20.04, 37, 39 and 57.03 of the *Rules of Civil Procedure*;

22. Sections 99, 128, and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and

23. Such further and other grounds as are just.

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

(a) The Affidavit of Bruce Bando sworn October 18, 2018, and the exhibits attached thereto;

(b) The pleadings herein; and

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

October 18, 2018

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Defendant

CLJ EVEREST LTD., by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED
Plaintiff

and

MARTIN MCCREADY
Defendant

Court File No. CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Tab 2

Court File No. CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

CLJ EVEREST LTD., by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiff

and

MARTIN MCCREADY

Defendant

AFFIDAVIT OF BRUCE BANDO
(sworn October 18, 2018)

I, **BRUCE BANDO**, of the City of Mississauga, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am a Vice President of Grant Thornton Limited ("**GTL**"), the court-appointed receiver and manager (in such capacity, the "**Receiver**") of CLJ Everest Ltd. ("**CLJ Everest**"). As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. I am swearing this Affidavit in support of the Receiver's motion for summary judgment against the defendant, Martin McCready ("**McCready**").

BACKGROUND AND THE PARTIES

3. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued on April 26, 2017 (Court File No. CV-17-11779-00CL) (the "**Appointment Order**", and such proceedings being referred to as the "**Receivership Proceedings**"), GTL was appointed as Receiver of the assets, undertakings, and properties of CLJ Everest, and of certain other persons and entities which are not parties to this action, including fifteen open-ended mutual fund trusts (the "**Crystal Wealth Funds**"), Crystal Wealth Management System Limited (which entity created and managed the Crystal Wealth Funds) (the "**Company**"), and Clayton Smith ("**Mr. Smith**"). Through his companies, CLJ Everest and 1150752 Ontario Limited (the latter of whom is also a Respondent in the Receivership Proceedings), Mr. Smith holds a controlling interest in the Company, and was the Company's chief executive officer, chief compliance officer, and ultimate designated person at the time of the Receiver's appointment. A copy of the Appointment Order, and the endorsement of the Honourable Justice Newbould issued April 26, 2017, is attached hereto as **Exhibit "A"**.

4. CLJ Everest was incorporated in Ontario on March 31, 1998. The corporate profile report for CLJ Everest is attached hereto as **Exhibit "B"**. At the time of the Appointment Order, Mr. Smith was the sole shareholder, officer, and director of CLJ Everest.

5. At the time of the Appointment Order, CLJ Everest was the registered owner of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario (the "**Mount Nemo Property**"). A parcel register for the Mount Nemo Property obtained on October 1, 2018 is attached hereto as **Exhibit "C"**.

6. McCready is an individual residing in Ontario, at the property municipally known as 207 Rosewood Road in Hamilton, Ontario.

THE AGREEMENT TO SELL THE MOUNT NEMO PROPERTY TO MCCREADY

7. In addition to issuing the Appointment Order, on April 26, 2017, the Court issued a Vesting Order (the "**Vesting Order**"), a copy of which Order is attached hereto as **Exhibit "D"**, that, among other things, authorized the Receiver to complete, on behalf of CLJ Everest, the sale of the Mount Nemo Property to McCready in accordance with an Agreement of Purchase and Sale dated April 12, 2017, entered into by CLJ Everest and McCready (the "**McCready APS**") prior to the Appointment Order. A copy of the McCready APS is attached hereto as **Exhibit "E**", along with the Agent File Checklist, Registrant's Disclosure of Interest, and a Buyer Customer Service Agreement, all of which were provided to Aird & Berlis LLP ("**A&B**" or the "**Receiver's Counsel**") by Jo-Anne Smith ("**Ms. Smith**"), the listing agent for the Mount Nemo Property prior to the Receiver's Appointment, via email at 8:29 p.m. on April 27, 2017 (which email is attached as part of Exhibit "G" below).

8. Pursuant to the McCready APS, a firm agreement was entered into pursuant to which the Mount Nemo Property was to be sold by CLJ Everest to McCready (the "**McCready Mount Nemo Sale Transaction**") for a purchase price of $3,350,000 (the "**McCready Purchase Price**"). The McCready APS contained a completion date for the underlying transaction of April 28, 2017.

9. The APS listed CLJ Everest's lawyer as Gregory Brechin ("**Mr. Brechin**"), and listed McCready's lawyer as Stephen Frankel.

McCREADY'S FAILURE TO PROCEED WITH THE MOUNT NEMO SALE TRANSACTION

10. Via emails exchanged with Mr. Brechin on April 27, 2017, the Receiver's Counsel: (i) advised Mr. Brechin of the Appointment Order, the Vesting Order, and the Receiver's intention to proceed with the McCready Mount Nemo Sale Transaction; and (ii) was advised by Mr. Brechin that: (a) McCready "has not come through with a deposit"; (b) that "The lawyer who was

to act for the buyer advised us that they were not acting"; and (c) that Mr. Brechin has no knowledge of McCready's whereabouts or intentions. Attached hereto as **Exhibit "F"** is A&B's email correspondence with Mr. Brechin, without attachments.

11. Via emails exchanged on April 27, 2017 with Ms. Smith, the listing agent for the Mount Nemo Property prior to the Receiver's Appointment, Ms. Smith informed the Receiver that she had spoken with McCready on the morning of April 27, 2017, and that he had indicated that "he was not going to go through with the [McCready Mount Nemo Sale Transaction]". Ms. Smith further advised the Receiver that: (i) McCready resides with his common law wife at 207 Rosewood Road in Hamilton, Ontario; (ii) that his cell phone number is 905-912-8177; and (iii) that the email address noted in the McCready APS for McCready, being tchr_62@hotmail.com, belongs to McCready's "common law girlfriend". A copy of A&B's email correspondence with Ms. Smith from April 27, 2017 and April 28, 2017, without attachments, is attached hereto as **Exhibit "G"**.

12. Via emails exchanged by A&B on April 27, 2017 and April 28, 2017 with Mr. Frankel, Mr. Frankel advised A&B that he had not received instructions from McCready and had not been retained. A copy of this email correspondence is attached hereto as **Exhibit "H"**.

13. On April 28, 2017, I made two attempts to contact McCready at 905-912-8177, the telephone number provided by Ms. Smith for McCready, to see if he intended on proceeding with the McCready Mount Nemo Sale Transaction. On both occasions, I received the automated message "Call cannot be completed as dialed".

14. Accordingly, by letter dated April 28, 2017 (the "**April 28th Letter**"), the Receiver's Counsel advised McCready that the Receiver was treating his anticipatory breaches of the McCready APS as a repudiation of the McCready APS, thereby discharging the Receiver from proceeding with the Mount Nemo Sale Transaction while reserving the Receiver's right to pursue damages from McCready. A copy of the April 28th Letter is attached hereto as **Exhibit**

"I", along with A&B's email sending it to McCready at tchr_62@hotmail.com, and the affidavit of the process server who delivered the April 28th Letter to McCready's address at 207 Rosewood Road in Hamilton, Ontario on April 28, 2017.

15. Neither the Receiver, nor A&B, received any response from McCready, or from a representative on his behalf, for more than 14 months until receiving his statement of defence in this action via email on July 23, 2018.

THE COURT-APPROVED MARKETING AND SALES PROCESS CONDUCTED BY THE RECEIVER FOR THE MOUNT NEMO PROPERTY

16. After the Mount Nemo Sale Transaction failed to close, the Receiver conducted a formal marketing and sale process for the listing, marketing, and sale of the Mount Nemo Property (the "**Mount Nemo Property Listing Process**"), as summarized in paragraphs 179 to 193 of the Receiver's First Report to Court in the Receivership Proceedings dated June 22, 2017 (the "**First Report**") (available on the Receiver's Case Website at www.grantthornton.ca/crystalwealth.ca – hereinafter, the "**Case Website**"). The relevant excerpts of the First Report is attached hereto without appendices as **Exhibit "J"**. The Mount Nemo Listing Process was approved by the Court on June 30, 2017 (the "**First Report Approval Order**"). A copy of the First Report Approval Order is attached hereto as **Exhibit "K"**.

17. Subsequently, the Receiver, and RE/MAX Aboutowne Realty Corp. and thereafter Sotheby's International Realty Canada ("**Sotheby's**") as listing agents on behalf of the Receiver, undertook extensive efforts to market and sell the Mount Nemo Property, as was particularized in the Receiver's Second Report to the Court in the Receivership Proceedings dated November 24, 2017 (the "**Second Report**") and the Receiver's Third Report to the Court in the Receivership Proceedings dated May 3, 2018 (the "**Third Report**"), the relevant excepts of which reports are attached hereto without appendices as **Exhibit "L"** and **Exhibit "M"**,

respectively (the entirety of the Second Report and Third Report, with appendices, are available on the Receiver's Case Website).

18. As is outlined in the Second Report and Third Report, such efforts to sell the Mount Nemo Property included, but were not limited to:

(a) On July 12, 2017, the Mount Nemo Property was listed for $3,399,000 on the Oakville/Milton, Hamilton/Burlington, and Toronto District Real Estate Boards, in addition to various other online real estate websites;

(b) Due to the minimal interest in the Mount Nemo Property and the fact that minimal showings were arranged and no offers had been received, on August 30, 2017, the Receiver reduced the listing price of the Mount Nemo Property to $3,199,000 (a reduction of $200,000);

(c) On or about November 6, 2017, due to the downward trends being noticed in the real estate market, and specifically in Burlington, the Mount Nemo Property was listed at $2,900,000 (a further reduction of $299,000);

(d) Over the course of the listing period, the Mount Nemo Property was advertised in the following media, along with a targeted email campaign, and professionally created property brochures, floor plans, video and related collateral:

(i) sothebysrealty.ca and sothebysrealty.com;

(ii) countrylife.co.uk;

(iii) homeadverts.com;

(iv) house24.ilsole24ore.com;

(v) jameslist.com;

(vi) luxuryestate.com;

(vii) PropGoLuxury.com;

(viii) real-buzz.com;

(ix) realtor.ca;

(x) Sotheby's Insight Magazine; and

(xi) West of the City 2018;

(e) The April 16, 2018 marketing update from Sotheby's (the "**April 16, 2018 Sotheby's Update**") indicated 3,373 views on the www.sothebysrealty.ca website and 45,563 impressions, the latter of which means the number of times the listing appeared on a search results page on the www.sothebysrealty.ca website; and

(f) The April 16, 2018 Sotheby's Update also indicated that during the period November 15, 2017 to March 16, 2018, there were 20 separate showings of the Mount Nemo Property.

19. The Third Report appended a Summary of Offers prepared by the Receiver, which is attached hereto as **Exhibit "N"** (the "**Summary of Offers**"), wherein the Receiver summarized the offers which it received from prospective purchasers. The comments provided in the Summary of Offers indicates the principal issues regarding each offer to which the Receiver attempted to negotiate in order to arrive at an offer that was appropriate for the Receiver to accept subject only to approval of the Court.

20. The activities of the Receiver, as set out in the First Report, Second Report, and Third Report, including with respect to the Mount Nemo Property, were approved by the Court pursuant to the First Report Approval Order, and pursuant to an Order of the Court issued December 11, 2017 (the "**Second Report Approval Order**"), attached hereto as **Exhibit "O"**, and an Order of the Court issued May 15, 2018 (the "**Third Report Approval Order**"), which is attached as **Exhibit "P"**.

THE PALMER APS AND SALE OF THE MOUNT NEMO PROPERTY

21. After an extensive sale and marketing process, the Receiver, as vendor on behalf of CLJ Everest, entered into an Agreement of Purchase and Sale dated April 11, 2018, as amended by an amendment thereto dated April 17, 2018, with Daniel Palmer ("**Palmer**"), as purchaser, in order to sell the Mount Nemo Property (collectively, the "**Palmer APS**") to Palmer for a purchase price of $2.1 million (the "**Palmer Purchase Price**"), subject to approval of the Court. A copy of the Palmer APS is attached hereto as **Exhibit "Q".**

22. As was set out by the Receiver in the Third Report excerpt at Exhibit M, the terms of the Palmer APS were the most lucrative offer received by the Receiver with respect to sale of the Mount Nemo Property, and was the subject of extensive negotiation by the Receiver in order to persuade Palmer to increase the amount of his offer from $1.7 million to the ultimate Palmer Purchase Price.

23. Sotheby's advised the Receiver that there were other interested parties who did not submit offers as they were not willing to offer a purchase price as high as that which was contained in the Palmer APS. The primary concerns raised by these parties included: (i) the size of the property; (ii) the ability for a purchaser to change the current zoning to a different permitted use; (iii) the structural integrity of the barn located on the property; (iv) the amount of repairs to the house which would be required, depending on the preference of a purchaser; (v)

and the general condition of the property. Email correspondence dated April 6, 2018 from Andrew Cowan (the real estate agent for Palmer) and email correspondence dated February 20, 2018 from one of the previous offerors both identify certain concerns over the property illustrating the foregoing points, and are collectively attached hereto as **Exhibit "R"**.

24. On May 3, 2018, the Receiver served a motion record, including a notice of motion dated May 3, 2018 (the "**Notice of Motion**") and the Third Report (collectively, the "**Motion Record**"), on the Service List in the Receivership Proceedings. The Notice of Motion sought, among other things, an Order: (i) approving the Palmer APS; (ii) authorizing the Receiver to complete the transaction contemplated thereunder (the "**Palmer Sale Transaction**"); and (iii) vesting title in the Mount Nemo Property to Palmer free and clear of any liens, claims and encumbrances (the "**Proposed Approval and Vesting Order**"). The grounds for the relief requested in the Notice of Motion included that the Receiver had: (i) made sufficient effort to obtain the best price for the sale of the Mount Nemo Property; (ii) not acted improvidently; and (iii) conducted a fair sales and marketing process in its efforts to sell the Mount Nemo Property. The Notice of Motion is attached hereto as **Exhibit "S"**.

25. On May 3, 2018, the Motion Record was both personally served on McCready, and served by email to tchr_62@hotmail.com. Attached hereto as **Exhibit "T"** is: (i) the Affidavit of Service of Leo Pereira sworn May 4, 2018, wherein Mr. Pereira testifies that he personally served McCready on May 3, 2018 with the Motion Record, and the Receiver's Factum and Brief of Authorities in support of the Receiver's request for the Proposed Approval and Vesting Order collectively, (the "**Motion Materials**"); and (ii) the Affidavit of Service of Diana Saturno sworn May 3, 2018, together with Ms. Saturno's service email, wherein Ms. Saturno testifies that she served McCready with the Motion Materials by emailing a copy to him on May 3, 2018.

26. Despite being served with the Motion Record, McCready did not respond or object to the Receiver's motion or request for the Proposed Approval and Vesting Order in any manner.

27. On May 15, 2018, the Court granted the Receiver's motion, and issued the Proposed Approval and Vesting Order (as issued and entered, the "**Approval and Vesting Order**"). A copy of the Approval and Vesting Order is attached hereto as **Exhibit "U"**.

28. The Palmer Sale Transaction was completed on May 18, 2018. A copy of the Receiver's Certificate dated May 18, 2018, as filed with the Court, is attached hereto as **Exhibit "V"**.

29. A copy of the statement of adjustments from the closing of the Palmer Sale Transaction is attached hereto as **Exhibit "W"**.

THE RECEIVER'S CLAIM AGAINST MCCREADY

30. The Receiver has taken all reasonable steps to mitigate CLJ Everest's damages arising from McCready's failure to complete the McCready Mount Nemo Sale Transaction as required by the McCready APS, the reasonableness of which mitigation efforts has been acknowledged and approved by the Court when it issued the Approval and Vesting Order, the First Report Approval Order, the Second Report Approval Order, and the Third Report Approval Order.

31. Furthermore, McCready at no time objected to the steps the Receiver was taking in connection with its sale and marketing efforts with respect to the Mount Nemo Property, including when he was served with the Motion Record but did not object to the Palmer Sale Transaction or the Proposed Approval and Vesting Order sought by the Receiver.

32. Accordingly, on July 5, 2018, the Receiver commenced this action and arranged for McCready to be served with the statement of claim. The statement of claim is attached at **Tab**

3 of the Receiver's within motion record. Attached hereto as **Exhibit "X"** is the affidavit of service with respect to the service of the statement of claim on McCready.

33. On this motion, the Receiver seeks summary judgment as against McCready for the damages arising from McCready's failure to complete the McCready Mount Nemo Sale Transaction as required by the McCready APS. Such damages are set out below, and include the difference in purchase price as between the McCready Purchase Price and the Palmer Purchase Price, as well as carrying costs incurred by CLJ Everest from April 28, 2017 until the completion of the Palmer Transaction on May 18, 2018:

(a) $1,250,000, representing the shortfall between the McCready Purchase Price and the Palmer Purchase Price; and

(b) carrying and other miscellaneous costs with respect to the Mount Nemo Property from April 28, 2017 through to the completion of the Palmer Sale Transaction on May 18, 2018. Attached hereto as **Exhibit "Y"** is the Receiver's interim Statement of Receipts and Disbursements for the period April 27, 2017 through to September 30, 2018 (the "**SRD**") indicating these costs, as follows:

(i) Home Insurance: $56,308.48 ("**Home Insurance**");

(ii) Utilities: $5,633.57 ("**Utilities**");

(iii) Realtor Commissions, including harmonized sales tax ("**HST**"): $106,785 ("**Realtor Commissions**");

(iv) Property Maintenance: $24,193.95 ("**Property Maintenance**");

(v) Security: $6,205.00 ("**Security**");

(vi) Harmonized Sales Tax: $4,685.64 (“**HST**”);

(vii) Custodial and Bank Charges: $17.00 (“**Bank Charges**”);

(viii) Receiver Fees, including HST: $168,499.00 (“**Receiver Fees**”);

(ix) Legal Fees, including HST: $26,837.00 (“**Legal Fees**”); and

(x) Property Tax in the sum of $19,275.11, as reflected in the May 24, 2018 payout statement to the Receiver from the former mortgagee of the Mount Nemo Property, Home Trust Company, also attached at **Exhibit “Y”**.

34. The Receiver Fees, and Legal Fees, incurred in connection with the listing, marketing, and sales process for the Mount Nemo Property as referenced above, were detailed in accounts appended to the Receiver’s First Report, Second Report, and Fourth Report to the Court in the Receivership Proceedings dated July 20, 2018 (the “**Fourth Report**”) (all of which are available on the Receiver’s Case Website), and were approved by the Court in the First Report Approval Order, the Second Report Approval Order, and in an Order of the Court issued August 20, 2018 (the “**Fourth Report Approval Order**”), attached hereto as **Exhibit “Z”**.

35. The disbursements incurred by the Receiver on account of the Home Insurance, Utilities, Realtor Commissions, Property Maintenance, Security, Bank Charges, and HST were similarly approved (but for approximately $1,400 of the Security and Utilities disbursements which were received by the Receiver after May 31, 2018) by the Court in the Fourth Report Approval Order, which Order approved the disbursements incurred by the Receiver for the period ending May 31, 2018. Attached hereto as **Exhibit “AA”** is the Receiver’s Interim Statement of Receipts and Disbursements for the period ending May 31, 2018, which was approved in the Fourth Report Approval Order and was attached as Appendix 25 to the Receiver’s Fourth Report.

THE DEFENCE DELIVERED BY McCREADY

36. On July 23, 2018, A&B received an email from an unknown individual, purportedly named Leigh Anne, with an email address (tink_2468@hotmail.com) unknown to the Receiver and to A&B, attaching a zip file containing a Word document that purported to be the statement of defence of McCready. This email, and the attached statement of defence, is attached hereto as **Exhibit "BB"**.

37. On July 26, 2018, by email to tink_2468@hotmail.com, the Receiver's Counsel requested confirmation of whether that email address belonged to McCready and, if not, for the individual who sent the statement of defence to clarify his or her identity and contact information and the basis by which they were authorized to deliver the statement of defence on McCready's behalf. A copy of A&B's email to tink_2468@hotmail.com in this regard is attached hereto as **Exhibit "CC"**.

38. On August 31, 2018, McCready left A&B a voicemail, which was forwarded to me, indicating that the statement of defence had been sent by email on July 23, 2018 by his "ex-wife".

39. The statement of defence served simply states that McCready denies the allegations raised in the statement of claim.

40. This Affidavit is made in support of the Receiver's motion for summary judgment, and for no other or improper purpose whatsoever.

SWORN before me at the City of Toronto, in the Province of Ontario, this 18th day of October, 2018	))))	
Commissioner for taking affidavits, etc. SHAKARA JOHN		**BRUCE BANDO**

Tab A

Attached is Exhibit "A" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 26th DAY
JUSTICE NEWBOULD	)	
	)	OF APRIL, 2017

ONTARIO SECURITIES COMMISSION

Applicant

- and –

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND, and CHRYSALIS YOGA INC.

Respondents

Application under Section 129 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Ontario Securities Commission (the "**Commission**") for an Order pursuant to section 129 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "*Securities Act*") appointing Grant Thornton Limited ("**GTL**") as: (i) receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("**Chrysalis Yoga**") (each of the Respondents except for Chrysalis Yoga being individually and collectively, the "**Crystal Wealth Group**"); and (ii) Receiver of the account of the Respondent, Chrysalis Yoga, No. 87296 00518 10 at Bank of Nova Scotia (the "**Chrysalis Account**"), and of all contents, including funds, contained in the Chrysalis Account, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the application record of the Commission, including the affidavit of Marcel Tillie sworn April 17, 2017 and the exhibits thereto, the affidavit of Michael Ho sworn April 17, 2017 and the exhibits thereto, the supplementary affidavit of Michael Ho sworn April 24, 2017 and the exhibits thereto, the affidavit of David Adler sworn April 24, 2017 and the exhibits thereto, the consent of GTL to act as the Receiver, and the factum and brief of authorities of the Commission, and on hearing the submissions of counsel for the Commission, counsel for the Crystal Wealth Group, and counsel for Chrysalis Yoga,

CONSOLIDATION

1. **THIS COURT ORDERS** that the application to extend Freeze Directions commenced by the Commission by way of a notice of application issued through this Honourable Court on April 18, 2017 (Court File No. CV-17-11769-00CL) is hereby consolidated with the within application and that they proceed as one application identified by Court File No. CV-17-11779-00CL.

SERVICE

2. **THIS COURT ORDERS** that the time for service and filing of the Commission's notice of application, application record, and factum is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 129 of the *Securities Act*, GTL is hereby appointed Receiver, without security, of:

(a) all of the present and future assets, undertakings and properties of the Crystal Wealth Group of every nature and kind whatsoever, whether in the possession or under the control of the Crystal Wealth Group or any other Person (as defined herein) and wherever situate including all proceeds thereof (the "**Property**"), including, without limitation, cash, deposit instruments, securities or other property held by the Crystal Wealth Group on behalf of or in trust for any other person or entity and the funds, securities, or other property frozen by Freeze Directions issued by the Commission on April 6 and 7, 2017 which are attached hereto as Schedule "A"; and

(b) as the Receiver of the Chrysalis Account, and of all contents, including funds, contained in the Chrysalis Account (hereinafter included in all references to the Property).

4. **THIS COURT ORDERS** that all institutions holding funds on deposit to the credit of the Crystal Wealth Group, or any of them, including the institutions which are the subject of the Freeze Directions attached hereto as Schedule "**A**", are directed to pay all such funds to the Receiver or as the Receiver may otherwise direct in writing.

5. **THIS COURT ORDERS** that the the Freeze Directions issued by the Commission on April 6, 2017 with respect to Chrysalis Yoga, copies of which are attached hereto as Schedule "**B**", shall continue until further order of this Court, with the exception:

(a) that the funds contained in the Chrysalis Account shall be paid by Bank of Nova Scotia to the Receiver or as the Receiver may otherwise direct in writing, and that the Receiver shall have unrestricted access to the Chrysalis Account and records in connection therewith; and

(b) Chrysalis Yoga shall be permitted to use a bank account opened by Chrysalis Yoga at the Canadian Imperial Bank of Commerce, account no. 05162 010 59 37914 (the "**Chrysalis Yoga CIBC Account**"), for the sole purpose of operating Chrysalis Yoga's yoga studio business, provided that:

(i) ~~the sole sources of the funds deposited into the Chrysalis Yoga CIBC Account shall be: (i) the parents of Shanine Lee Dennill; or (ii) clients of the yoga studio operated by Chrysalis Yoga, and not, directly or indirectly, from the Respondent Clayton Smith ("**Smith**") and entities connected with or related to Smith as further particularized in sub-paragraph 5(b)(ii) below;~~

(ii) the Chrysalis Yoga CIBC Account shall not be used in any manner by, and the funds contained therein shall not be received from or distributed to, directly or indirectly, Smith or persons or entities connected with or related to Smith, including, without limitation: (i) the Crystal Wealth Group; (ii) any investment funds managed by Crystal Wealth Management System Limited; or (iii) any other company associated with Smith; and

(iii) copies of monthly bank statements for the Chrysalis Yoga CIBC Account shall forthwith be provided on a monthly basis by Chrysalis Yoga to Staff of the Ontario Securities Commission ("**Staff**"), until such time as Staff revokes or varies this requirement in writing, or the Ontario Securities Commission or Ontario Superior Court of Justice (Commercial List) orders otherwise.

RECEIVER'S POWERS

6. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

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

(b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Crystal Wealth Group, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Crystal Wealth Group;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, legal counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Crystal Wealth Group or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Crystal Wealth Group and to exercise all remedies of the Crystal Wealth Group in collecting such monies, including, without limitation, to enforce any security held by the Crystal Wealth Group;

(g) to settle, extend or compromise any indebtedness owing to the Crystal Wealth Group;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Crystal Wealth Group, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Crystal Wealth Group, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business as follows:

(i) without the approval of this Court, liquidating any exchange traded securities and derivatives held by the Respondents, Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal

Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund (collectively, the "**Crystal Wealth Funds**"), Crystal Wealth Management System Limited ("**Crystal Wealth**"), CLJ Everest Ltd. ("**CLJ Everest**"), and 1150752 Ontario Limited ("**115**"), within 60 days of the Receiver's appointment, or within such longer period of time as the Receiver deems advisable;

(ii) without the approval of this Court, selling, conveying, transferring, leasing, or assigning any other Property of the Crystal Wealth Funds, including without limitation illiquid assets such as film loans, mortgages, medical receivables, factoring receivables, or any other illiquid assets, regardless of the purchase price or aggregate purchase price of such transactions;

(iii) without the approval of this Court, selling, conveying, transferring, leasing, or assigning any other Property of Crystal Wealth, CLJ Everest, and 115 in which the consideration for the transaction does not exceed $250,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000;

(iv) with the approval of this Court, selling, conveying, transferring, leasing, or assigning any other Property of Crystal Wealth, CLJ Everest, and 115 in which the consideration for the transaction or the aggregate consideration for all such transactions exceeds $250,000 or $1,000,000, respectively; and

(v) with the approval of this Court, selling, conveying, transferring, leasing, or assigning any Property of the Respondent, Clayton Smith;

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

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with any person or entity deemed necessary or advisable by the Receiver on all matters as the Receiver deems appropriate relating to the Property, the affairs of the Crystal Wealth Group, and the receivership, and to share information with such persons and entities, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental or regulatory authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Crystal Wealth Group;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Crystal Wealth Group, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Crystal Wealth Group;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Crystal Wealth Group may have;

(r) without limiting the generality of clause 6(m) above, to share information, meet with and discuss with any regulatory bodies and their advisors, including without limitation the Commission and any other regulatory authorities as the Receiver deems appropriate on all matters relating to the Property, the affairs of the Crystal Wealth Group, and the receivership of the Crystal Wealth Group, subject to such terms as to confidentiality as the Receiver deems advisable, including, without limitation, the Communications Protocol attached as Schedule "**C**" hereto;

(s) to examine under oath any person the Receiver reasonably considers to have knowledge of the affairs of the Crystal Wealth Group, including, without limitation, any present or former director, officer, employee or person registered or previously registered with the Commission or subject to or formerly subject to the jurisdiction of the Commission or any other regulatory body respecting the Property and affairs of the Crystal Wealth Group;

(t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and

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

7. **THIS COURT ORDERS** that the Receiver may engage as its legal counsel Aird & Berlis LLP, notwithstanding that Aird & Berlis LLP has had an advisory role with respect to the Commission.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

8. **THIS COURT ORDERS** that (i) the Respondents, (ii) all of their current and former directors, officers, employees, persons registered or previously registered or subject or formerly subject to the jurisdiction of the Commission or any other regulatory body, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a

"**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

9. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not required, to take possession and control of any monies, funds, deposit instruments or securities held by or in the name of the Crystal Wealth Group, or any of them, or by a third party for the benefit of the Crystal Wealth Group, or any of them, including without limitation the monies, funds, deposit instruments, or securities held in the accounts listed on the attached Schedule "**D**".

10. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondents, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 10 or in paragraph 11 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure, and that, without limiting the generality of subparagraph 6(r) or this paragraph 10 of this Order, the process for the Commission's review of information that may include documents over which privilege may be claimed, which process is attached as Schedule "**E**" hereto, is hereby approved.

11. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the

information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE CRYSTAL WEALTH GROUP OR THE PROPERTY

14. **THIS COURT ORDERS** that no Proceeding against or in respect of the Crystal Wealth Group or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Crystal Wealth Group or the Property are hereby stayed and suspended pending further Order of this Court, provided that nothing herein shall prevent the commencement or continuation of any investigation or proceedings against the Respondents or any of them by or

before any regulatory body including, without limitation, the Commission or the Enforcement Staff of the Ontario Securities Commission.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that all rights and remedies against the Crystal Wealth Group, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Crystal Wealth Group to carry on any business which the Crystal Wealth Group is not lawfully entitled to carry on; (ii) exempt the Receiver or the Crystal Wealth Group from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

accordance with normal payment practices of the Crystal Wealth Group or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

19. **THIS COURT ORDERS** that all employees of the Crystal Wealth Group shall remain the employees of the Crystal Wealth Group until such time as the Receiver, on the Crystal Wealth Group's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay.

PIPEDA

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

information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Crystal Wealth Group, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

22. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by any applicable legislation.

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

26. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

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

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

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

SERVICE AND NOTICE

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

31. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding a notice with a link to the Case Website to the Crystal Wealth Group's creditors or other interested parties by email, facsimile transmission, or ordinary mail to their respective addresses as last shown on the records of the Crystal Wealth Group, or as otherwise ordered by the Court, and that any such service or distribution by email, facsimile transmission, or ordinary

mail shall be deemed to be received on the next business day following the date of sending thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

33. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Crystal Wealth Group.

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

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

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than thirty (30) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Daley J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

APR 2 6 2017

PER / PAR: ML

SCHEDULE "A"
FREEZE DIRECTIONS - CRYSTAL WEALTH GROUP

See attached.

Ontario

Ontario Securities Commission | Commission des valeurs mobilières de l'Ontario | 22nd Floor 20 Queen Street West Toronto ON M5H 3S8 | 22e étage 20, rue queen ouest Toronto ON M5H 3S8

Phone: 416-263-7653
Fax: 416-593-2319

Web site: www.osc.gov.on.ca

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED
192 Plains Road East
Burlington, Ontario
L7T 2C3

C/O: CLAYTON SMITH
192 Plains Road East
Burlington, Ontario
L7T 2C3

RE: Accounts at NBCN Inc., Royal Bank of Canada, The Toronto Dominion Bank and Interactive Brokers Canada Inc.

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5 (the "**Act**") you are directed to refrain from withdrawing any funds, securities or property from the institutions listed in Schedule "A" to this Freeze Direction including from, but not limited to, the accounts listed in Schedule "A" to this Freeze Direction until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

TAKE NOTICE THAT pursuant to subsection 126(1) of the Act you are directed to maintain funds, securities or property, and you are directed to refrain from disposing of, transferring, dissipating or otherwise dealing with or diminishing the value of those funds, securities or property until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise, except that Crystal Wealth may dispose of securities and derivatives already held in Brokerage Accounts identified on Schedule "A" as at the date of the Directions on behalf of one or more of the following funds:

Crystal Wealth Media Strategy (the "Media Fund")
Crystal Wealth Mortgage Strategy (the "Mortgage Fund")
Crystal Enlightened Resource & Precious Metal Fund (the "Enlightened Resource Fund")
Crystal Wealth Medical Strategy (the "Medical Fund")
Crystal Wealth Enlightened Factoring Strategy (the "Factoring Fund")
ACM Growth Fund
ACM Income Fund
Crystal Wealth High Yield Mortgage Strategy (the "High Yield Mortgage Fund")
Crystal Enlightened Bullion Fund (the "Enlightened Bullion Fund")
Absolute Sustainable Dividend Fund (the "Sustainable Dividend Fund")
Absolute Sustainable Property Fund (the "Sustainable Property Fund")
Crystal Wealth Enlightened Hedge Fund (the "Enlightened Hedge Fund")
Crystal Wealth Infrastructure Strategy (the "Infrastructure Fund")
Crystal Wealth Conscious Capital Strategy (the "Conscious Capital Fund")
Crystal Wealth Retirement One Fund (the "Retirement Fund")

(collectively the "Funds"),

provided that any disposition of securities on behalf of the Funds occurs through the facilities of a recognized exchange and all proceeds of such sales are maintained in the account of the Fund on whose behalf the trade is executed.

DATED at Toronto this 6th day of April, 2017.

M. Quinn
____

SCHEDULE "A" TO FREEZE DIRECTION

Institution	Account Name	Account Number
NBCN Inc.	Crystal Wealth Management System Limited	27Q000A
NBCN Inc.	Crystal Wealth Management System Limited	27QCNAA
NBCN Inc.	Crystal Wealth Management System Limited	27QTAAA
NBCN Inc.	Crystal Wealth Management System Limited	27QAABC
NBCN Inc.	Crystal Wealth Management System Limited	27QCNCA
Royal Bank of Canada	Crystal Wealth Management System Limited	00002 1304211
Royal Bank of Canada	Crystal Wealth Management System Limited	00002 1304260
The Toronto Dominion Bank	Crystal Wealth Management System Limited	5004279-0122
Interactive Brokers Canada Inc.	Crystal Wealth Management System Limited	F4795511
The Toronto Dominion Bank	Crystal Wealth Mortgage Strategy	5266530-0125
Interactive Brokers Canada Inc.	ACM Growth Fund	U1446894
Interactive Brokers Canada Inc.	Crystal Wealth Strategic Yield Media Fund	U4657920
Interactive Brokers Canada Inc.	Crystal Wealth Medical Income Fund	U4895282
Interactive Brokers Canada Inc.	Crystal Enlightened Resource and Precious Metals Fund	U4804316

Institution	Account Name	Account Number
NBCN Inc.	Crystal Wealth Media Strategy	27Q003E
NBCN Inc.	Crystal Wealth Media Strategy	27Q003F
NBCN Inc.	Crystal Wealth Mortgage Strategy	27Q050E
NBCN Inc.	Crystal Wealth Mortgage Strategy	27Q050F
NBCN Inc.	Crystal Enlightened Resource & Precious Metal Fund	27Q070E
NBCN Inc.	Crystal Enlightened Resource & Precious Metal Fund	27Q070F
NBCN Inc.	Crystal Wealth Medical Strategy	27Q080E
NBCN Inc.	Crystal Wealth Medical Strategy	27Q080F
NBCN Inc.	Crystal Wealth Enlightened Factoring Strategy	27Q090E
NBCN Inc.	Crystal Wealth Enlightened Factoring Strategy	27Q090F
NBCN Inc.	ACM Growth Fund	27QA23E
NBCN Inc.	ACM Growth Fund	27QA23F
NBCN Inc.	ACM Income Fund	27QA24E
NBCN Inc.	ACM Income Fund	27QA24F
NBCN Inc.	Crystal Wealth High Yield Mortgage Strategy	27QB26E
NBCN Inc.	Crystal Wealth High Yield Mortgage Strategy	27QB26F

Institution	Account Name	Account Number
NBCN Inc.	Crystal Enlightened Bullion Fund	27QC25E
NBCN Inc.	Crystal Enlightened Bullion Fund	27QC25F
NBCN Inc.	Absolute Sustainable Dividend Fund	27QD93A
NBCN Inc.	Absolute Sustainable Dividend Fund	27QD93B
NBCN Inc.	Absolute Sustainable Property Fund	27QD94A
NBCN Inc.	Absolute Sustainable Property Fund	27QD94B
NBCN Inc.	Crystal Wealth Englightened Hedge Fund	27QF14E
NBCN Inc.	Crystal Wealth Englightened Hedge Fund	27QF14F
NBCN Inc.	Crystal Wealth Infrastructure Strategy	27QG01E
NBCN Inc.	Crystal Wealth Infrastructure Strategy	27QG01F
NBCN Inc.	Crystal Wealth Conscious Capital Strategy	27QH93E
NBCN Inc.	Crystal Wealth Conscious Capital Strategy	27QH93F
NBCN Inc.	Crystal Wealth Retirement Retirement One Fund	27QB27E
NBCN Inc.	Crystal Wealth Retirement Retirement One Fund	27QB27F

Ontario

Ontario Securities Commission | Commission des valeurs mobilières de l'Ontario | 22nd Floor 20 Queen Street West Toronto ON M5H 3S8 | 22e étage 20, rue queen ouest Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: CLAYTON SMITH
5043 Mount Nemo Crescent
Burlington, Ontario
L7M 0T7

RE: Accounts at The Toronto Dominion Bank

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5 (the "Act") you are directed to refrain from withdrawing any funds, securities or property from the institutions listed in Schedule "A" to this Freeze Direction including from, but not limited to, the accounts listed in Schedule "A" to this Freeze Direction until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

TAKE NOTICE THAT pursuant to subsection 126(1) of the Act you are directed to maintain funds, securities or property, and you are directed to refrain from disposing of, transferring, dissipating or otherwise dealing with or diminishing the value of those funds, securities or property until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

DATED at Toronto this 6th day of April, 2017.

M. Quinn

SCHEDULE "A" TO FREEZE DIRECTION

Institution	Account Name	Account Number
The Toronto Dominion Bank	Clayton Edward Smith	6045439-2228
The Toronto Dominion Bank	Clayton Edward Smith and Lee Ann Smith	0523771-0122

Ontario Securities Commission | Commission des valeurs mobilières de l'Ontario | 22nd Floor 20 Queen Street West Toronto ON M5H 3S8 | 22e étage 20, rue queen ouest Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: CLJ EVEREST LTD.
5043 Mount Nemo Crescent
Burlington, Ontario
L7M 0T7

C/O: CLAYTON SMITH
5043 Mount Nemo Crescent
Burlington, Ontario
L7M 0T7

RE: Accounts at The Toronto Dominion Bank

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5 (the "Act") you are directed to refrain from withdrawing any funds, securities or property from the institutions listed in Schedule "A" to this Freeze Direction including from, but not limited to, the accounts listed in Schedule "A" to this Freeze Direction until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

TAKE NOTICE THAT pursuant to subsection 126(1) of the Act you are directed to maintain funds, securities or property, and you are directed to refrain from disposing of, transferring, dissipating or otherwise dealing with or diminishing the value of those funds, securities or property until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

DATED at Toronto this 6th day of April, 2017.

SCHEDULE "A" TO FREEZE DIRECTION

Institution	Account Name	Account Number
The Toronto Dominion Bank	CLJ Everest Ltd	5002640-0122

Ontario Securities Commission
Commission des valeurs mobilières de l'Ontario
22nd Floor
20 Queen Street West
Toronto ON M5H 3S8
22e étage
20, rue queen ouest
Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: Branch Manager
Royal Bank of Canada
200 Bay Street
Main Floor
Toronto, Ontario
M5J 2J5

RE: Crystal Wealth Management System Limited

All Accounts and Sub Accounts under Nos. (1) 00002 1304211 and (2) 00002 1304260

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act") you are hereby directed to retain all funds, securities or property that you may have on deposit or under your control or for safekeeping in the name of or otherwise under the control of **Crystal Wealth Management System Limited** including any funds, securities or property on deposit in accounts with the following numbers:

00002 1304211, and
00002 1304260

or any other account, and hold them until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

AND TAKE FURTHER NOTICE THAT this Freeze Direction applies to any and all funds, securities or property in a recognized clearing agency and to any and all securities in the process of transfer by a transfer agent.

AND TAKE FURTHER NOTICE THAT this Freeze Direction may be served by fax or courier to the last known address of the parties named in this Freeze Direction in the records of Royal Bank of Canada.

DATED at Toronto this 6th day of April, 2017.

M. Quinn

Ontario

Ontario Securities Commission | Commission des valeurs mobilières de l'Ontario | 22nd Floor 20 Queen Street West Toronto ON M5H 3S8 | 22e étage 20, rue queen ouest Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: Branch Manager
Interactive Brokers Canada Inc.
1800 McGill College Avenue
Suite 2106
Montreal, Quebec
H3A 3J6

RE:
1. ACM Growth Fund,
2. Crystal Wealth Management System Limited,
3. Crystal Wealth Strategic Yield Media Fund,
4. Crystal Wealth Medical Income Fund, and
5. Crystal Enlightened Resource and Precious Metals Fund

All Accounts and Sub Accounts under Nos. (1) U1446894, (2) F4795511, (3) U4657920, (4) U4895282 and (5) U4804316

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "**Act**") you are hereby directed to retain all funds, securities or property that you may have on deposit or under your control or for safekeeping in the name of or otherwise under the control of **ACM Growth Fund, Crystal Wealth Management System Limited, Crystal Wealth Strategic Yield Media Fund, Crystal Wealth Medical Income Fund and Crystal Enlightened Resource and Precious Metals Fund** (the "**Funds**") including any funds, securities or property on deposit in accounts with the following numbers:

U1446894,
F4795511,
U4657920,
U4895282, and
U4804316

or any other account, and hold them until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise, with the exception that securities other than units of **Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metal Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Englightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund (collectively the "Crystal Wealth Funds")**, held in the name of, or otherwise under the control of, or on behalf of any of the Funds in the accounts at the brokerage may be sold provided that the disposition occurs through the facilities of a recognized exchange and all proceeds of such sales are maintained in the account where such securities were held.

AND TAKE FURTHER NOTICE THAT this Freeze Direction applies to any and all funds, securities or property in a recognized clearing agency and to any and all securities in the process of transfer by a transfer agent.

AND TAKE FURTHER NOTICE THAT this Freeze Direction may be served by fax or courier to the last known address of the parties named in this Freeze Direction in the records of Interactive Brokers Canada Inc.

DATED at Toronto this 6th day of April, 2017.

H. Glynn

Ontario Securities Commission
Commission des valeurs mobilières de l'Ontario
22nd Floor
20 Queen Street West
Toronto ON M5H 3S8
22e étage
20, rue queen ouest
Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: Branch Manager
NBCN Inc.
The Exchange Tower
130 King Street West
Suite 3000
PO Box 21
Toronto, Ontario
M5X 1J9

RE:
1. Crystal Wealth Media Strategy,
2 Crystal Wealth Mortgage Strategy,
3 Crystal Enlightened Resource & Precious Metal Fund,
4 Crystal Wealth Medical Strategy,
5 Crystal Wealth Enlightened Factoring Strategy,
6 ACM Growth Fund,
7 ACM Income Fund,
8 Crystal Wealth High Yield Mortgage Strategy,
9 Crystal Enlightened Bullion Fund,
10 Absolute Sustainable Dividend Fund,
11 Absolute Sustainable Property Fund,
12 Crystal Wealth Enlightened Hedge Fund,
13 Crystal Wealth Infrastructure Strategy,
14 Crystal Wealth Conscious Capital Strategy,
15 Crystal Wealth Management System Limited, and
16 Crystal Wealth Retirement One Fund

All Accounts and Sub Accounts under Nos. (1) 27Q003E and 27Q003F, (2) 27Q050E and 27Q050F, (3) 27Q070E and 27Q070F, (4) 27Q080E and 27Q080F, (5) 27Q090E and 27Q090F, (6) 27QA23E and 27QA23F, (7) 27QA24E and 27QA24F, (8) 27QB26E and 27QB26F, (9) 27QC25E and 27QC25F, (10) 27QD93A and 27QD93B, (11) 27QD94A and 27QD94B, (12) 27QF14E and 27QF14F, (13) 27QG01E and 27QG01F, (14) 27QH93E and 27QH93F, (15) 27Q000A, 27QCNAA, 27QTAAA, 27QAABC and 27QCNCA, and (16) 27QB27E and 27QB27F

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act") you are hereby directed to retain all funds, securities or property that you may have on deposit or under your control or for safekeeping in the name of or otherwise under the control of **Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metal Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Englightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund (collectively the "Funds") andCrystal Wealth Management System Limited** including any funds, securities or property on deposit in accounts with the following numbers:

27Q003E and 27Q003F,
27Q050E and 27Q050F,
27Q070E and 27Q070F,
27Q080E and 27Q080F,
27Q090E and 27Q090F,
27QA23E and 27QA23F,
27QA24E and 27QA24F,
27QB26E and 27QB26F,
27QC25E and 27QC25F,
27QD93A and 27QD93B,
27QD94A and 27QD94B,
27QF14E and 27QF14F,
27QG01E and 27QG01F,
27QH93E and 27QH93F,
27Q000A, 27QCNAA, 27QTAAA, 27QAABC and 27QCNCA, and
27QB27E and 27QB27F

or any other account, and hold them until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise, with the exception:

(1) securities other than units of the Funds held in the name of or otherwise under the control of or on behalf of any of the Funds in the accounts at the brokerage may be sold provided that the sale or disposition occurs through the facilities of a recognized

exchange and all proceeds of such sales or distributions are maintained in the account where such securities were held; and

(2) of managed accounts, except managed accounts in the name or for the benefit of Clayton Edward Smith, Crystal Wealth Management System Limited, CLJ Everest Ltd., Chrysalis Yoga Inc., 1150752 Ontario Limited and Lee Ann Smith.

AND TAKE FURTHER NOTICE THAT this Freeze Direction applies to any and all funds, securities or property in a recognized clearing agency and to any and all securities in the process of transfer by a transfer agent.

AND TAKE FURTHER NOTICE THAT this Freeze Direction may be served by fax or courier to the last known address of the parties named in this Freeze Direction in the records of NBCN Inc.

DATED at Toronto this 6th day of April, 2017.

M. Quinn

Ontario Securities Commission
Commission des valeurs mobilières de l'Ontario
22nd Floor
20 Queen Street West
Toronto ON M5H 3S8
22e étage
20, rue queen ouest
Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: Branch Manager
TD Bank Group
2931 Walkers Line
Burlington, Ontario
L7M 4M6

RE: Clayton Edward Smith
All Accounts and Sub Accounts under No. 6045439-2228

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act") you are hereby directed to retain all funds, securities or property that you may have on deposit or under your control or for safekeeping in the name of or otherwise under the control of **Clayton Edward Smith** including any funds, securities or property on deposit in accounts with the following number:

6045439-2228

or any other account, and hold them until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

AND TAKE FURTHER NOTICE THAT this Freeze Direction applies to any and all funds, securities or property in a recognized clearing agency and to any and all securities in the process of transfer by a transfer agent.

AND TAKE FURTHER NOTICE THAT this Freeze Direction may be served by fax or courier to the last known address of the parties named in this Freeze Direction in the records of TD Bank Group.

DATED at Toronto this 6th day of April, 2017.

M. Quinn

Ontario

Ontario Securities Commission | Commission des valeurs mobilières de l'Ontario | 22nd Floor 20 Queen Street West Toronto ON M5H 3S8 | 22e étage 20, rue queen ouest Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: Branch Manager
TD Bank Group
20 Main Street East
Grimsby, Ontario
L3M 1M9

RE:
1. CLJ Everest Ltd
2. Crystal Wealth Management System Limited
3. Clayton Edward Smith and Lee Ann Smith

All Accounts and Sub Accounts under Nos. (1) 5002640-0122, (2) 5004279-0122 and (3) 0523771-0122

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act") you are hereby directed to retain all funds, securities or property that you may have on deposit or under your control or for safekeeping in the name of or otherwise under the control of **CLJ Everest Ltd, Crystal Wealth Management System Limited and Clayton Edward Smith and Lee Ann Smith** including any funds, securities or property on deposit in accounts with the following numbers:

5002640-0122,
5004279-0122, and
0523771-0122

or any other account, and hold them until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

AND TAKE FURTHER NOTICE THAT this Freeze Direction applies to any and all funds, securities or property in a recognized clearing agency and to any and all securities in the process of transfer by a transfer agent.

AND TAKE FURTHER NOTICE THAT this Freeze Direction may be served by fax or courier to the last known address of the parties named in this Freeze Direction in the records of TD Bank Group.

DATED at Toronto this 6th day of April, 2017.

M. Ch[illegible]

Ontario Securities Commission
Commission des valeurs mobilières de l'Ontario
22nd Floor
20 Queen Street West
Toronto ON M5H 3S8
22e étage
20, rue queen ouest
Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: Branch Manager
TD Bank Group
55 King Street West
Toronto, Ontario
M5K 1A2

RE: Crystal Wealth Mortgage Strategy
All Accounts and Sub Accounts under No. 5266530-0125

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act") you are hereby directed to retain all funds, securities or property that you may have on deposit or under your control or for safekeeping in the name of or otherwise under the control of **Crystal Wealth Mortgage Strategy** including any funds, securities or property on deposit in accounts with the following number:

5266530-0125

or any other account, and hold them until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

AND TAKE FURTHER NOTICE THAT this Freeze Direction applies to any and all funds, securities or property in a recognized clearing agency and to any and all securities in the process of transfer by a transfer agent.

AND TAKE FURTHER NOTICE THAT this Freeze Direction may be served by fax or courier to the last known address of the parties named in this Freeze Direction in the records of TD Bank Group.

DATED at Toronto this 6th day of April, 2017.

M. Quinn

SCHEDULE "B"
FREEZE DIRECTIONS OVER CHRYSALIS YOGA

See attached.

Ontario Securities Commission
Commission des valeurs mobilières de l'Ontario
22nd Floor
20 Queen Street West
Toronto ON M5H 3S8
22e étage
20, rue queen ouest
Toronto ON M5H 3S8

Phone: 416-263-7653
Fax: 416-593-2319
Web site: www.osc.gov.on.ca

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: CHRYSALIS YOGA INC.
4040 Palladium Way
Burlington, Ontario
L7M 0C2

C/O: Shanine Lee Dennill
4040 Palladium Way
Burlington, Ontario
L7M 0C2

RE: Accounts at The Bank of Nova Scotia

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5 (the "Act") you are directed to refrain from withdrawing any funds, securities or property from the institutions listed in Schedule "A" to this Freeze Direction including from, but not limited to, the accounts listed in Schedule "A" to this Freeze Direction until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

SCHEDULE "B"
FREEZE DIRECTIONS OVER CHRYSALIS YOGA

See attached.

Ontario

Ontario Securities Commission | Commission des valeurs mobilières de l'Ontario | 22nd Floor 20 Queen Street West Toronto ON M5H 3S8 | 22e étage 20, rue queen ouest Toronto ON M5H 3S8

Phone: 416-263-7653
Fax: 416-593-2319

Web site: www.osc.gov.on.ca

IN THE MATTER OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: CHRYSALIS YOGA INC.
4040 Palladium Way
Burlington, Ontario
L7M 0C2

C/O: Shanine Lee Dennill
4040 Palladium Way
Burlington, Ontario
L7M 0C2

RE: Accounts at The Bank of Nova Scotia

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5 (the "Act") you are directed to refrain from withdrawing any funds, securities or property from the institutions listed in Schedule "A" to this Freeze Direction including from, but not limited to, the accounts listed in Schedule "A" to this Freeze Direction until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

TAKE NOTICE THAT pursuant to subsection 126(1) of the Act you are directed to maintain funds, securities or property, and you are directed to refrain from disposing of, transferring, dissipating or otherwise dealing with or diminishing the value of those funds, securities or property until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

DATED at Toronto this 6th day of April, 2017.

M. Quinn

SCHEDULE "A" TO FREEZE DIRECTION

Institution	Account Name	Account Number
The Bank of Nova Scotia	Chrysalis Yoga Inc.	87296 00518 10

Ontario

Ontario Securities Commission | Commission des valeurs mobilières de l'Ontario | 22nd Floor 20 Queen Street West Toronto ON M5H 3S8 | 22e étage 20, rue queen ouest Toronto ON M5H 3S8

IN THE MATTER OF THE SECURITIES ACT
R.S.O. *1990*, c. S.5, *AS AMENDED*

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

TO: Branch Manager
Bank of Nova Scotia
4519 Dundas Street
Burlington, Ontario
L7M 5B4

RE: Chrysalis Yoga Inc.
All Accounts and Sub Accounts under No. 87296 00518 10

TAKE NOTICE THAT pursuant to subsection 126(1) of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act") you are hereby directed to retain all funds, securities or property that you may have on deposit or under your control or for safekeeping in the name of or otherwise under the control of Chrysalis Yoga Inc. including any funds, securities or property on deposit in accounts with the following number:

87296 00518 10

or any other account, and hold them until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise.

AND TAKE FURTHER NOTICE THAT this Freeze Direction applies to any and all funds, securities or property in a recognized clearing agency and to any and all securities in the process of transfer by a transfer agent.

AND TAKE FURTHER NOTICE THAT this Freeze Direction may be served by fax or courier to the last known address of the parties named in this Freeze Direction in the records of Bank of Nova Scotia.

DATED at Toronto this 6th day of April, 2017.

M. Quinn

SCHEDULE "C"
COMMUNICATIONS PROTOCOL

WHEREAS:

1. Pursuant to Orders of the Honourable Justice ________________ of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated April 26, 2017 (the "**Appointment Order**"), Grant Thornton Limited has been appointed as Receiver of a bank account No. 87296 00518 10 at Bank of Nova Scotia in the name of Chrysalis Yoga Inc., and of all of the assets, undertakings and properties (collectively, the "**Property**") of:

    (i) Clayton Smith;

    (ii) Crystal Wealth Management System Limited;

    (iii) CLJ Everest Ltd.;

    (iv) 1150752 Ontario Limited;

    (v) Crystal Wealth Media Strategy;

    (vi) Crystal Wealth Mortgage Strategy;

    (vii) Crystal Enlightened Resource & Precious Metals Fund;

    (viii) Crystal Wealth Medical Strategy;

    (ix) Crystal Wealth Enlightened Factoring Strategy;

    (x) ACM Growth Fund;

    (xi) ACM Income Fund;

    (xii) Crystal Wealth High Yield Mortgage Strategy;

    (xiii) Crystal Enlightened Bullion Fund;

    (xiv) Absolute Sustainable Dividend Fund;

    (xv) Absolute Sustainable Property Fund;

    (xvi) Crystal Wealth Enlightened Hedge Fund;

    (xvii) Crystal Wealth Infrastructure Strategy;

    (xviii) Crystal Wealth Conscious Capital Strategy,

    (xix) Crystal Wealth Retirement One Fund, (collectively, the "**Crystal Wealth Group**");

2. The Receiver was initially appointed pursuant to an Application of the Ontario Securities Commission (the "**OSC**") under section 129 of the *Securities Act* (Ontario);

3. The OSC has commenced an investigation into the activities of Crystal Wealth Management Systems Limited ("**Crystal Wealth**") and its principal, Clayton Smith ("**Smith**"), as well as the activities of companies connected to Smith, which investigation is ongoing.

4. In the course of the Receiver's appointment it receives, reviews and is otherwise advised of confidential information (including personal information), documents and/or materials (collectively, the "**Confidential Information**"), including without limitation Confidential Information relating to (i) the business, operations, financial condition and/or affairs of the Crystal Wealth Group; and (ii) former and current officers, directors, employees, clients, investors, shareholders and/or creditors of the Crystal Wealth Group;

5. Pursuant to paragraph 6(r) of the Appointment Order, the Receiver is authorized to share information, meet with and discuss with any regulatory bodies ("**Regulators**") and their advisors, including without limitation the OSC and any other regulatory authorities as the Receiver deems appropriate, on all matters relating to the Property, the affairs of the Crystal Wealth Group and the receivership of the Crystal Wealth Group, subject to such terms as to confidentiality as the Receiver deems advisable;

6. The Receiver is of the view that if so requested by the OSC or any other Regulator, the Receiver should have the authority to provide the requesting Regulator with information and documentation regarding the Crystal Wealth Group (the "**Information**", which term includes, without limitation, Confidential Information), on and subject to the terms of this protocol; and

7. Staff of the OSC seeks approval of this protocol by the Court.

NOW THEREFORE:

1. The Receiver may provide Information to the OSC or a Regulator upon request by the OSC or the Regulator; provided that the Receiver determines in its sole discretion that provision of such Information (i) is in the best interests of the estate herein, (ii) would not breach or be prohibited by any agreement to which the Receiver is a party or by the laws of any jurisdiction to which the Receiver (which term includes any of its officers, partners, employees and agents) may be subject; and (iii) would not result in the breach of any duty or obligation of confidentiality to which the Receiver (which term includes any of its officers, partners, employees and agents) may be subject or which the Receiver may owe pursuant to the laws of Canada or of any other jurisdiction.

2. The Regulator will deal with any Information provided by the Receiver in a manner consistent with any law to which the OSC or Regulator is subject, including, without limitation, the *Securities Act* (Ontario) and subject to any specific confidentiality

requirements imposed by the Receiver in respect of any such Information provided to the Regulator.

3. The Receiver is in no way responsible or liable for any incorrect and/or incomplete Information.

4. The Receiver shall have no liability arising from (i) the disclosure of Information to the Regulator; (ii) the content of the Information; (iii) the use of the Information by the Regulator; or (iv) any disclosure of the Information by the OSC or Regulator.

SCHEDULE "D"
DEPOSIT ACCOUNTS

As provided at paragraph 9 of the Order to which this Schedule is attached, the Receiver is hereby empowered and authorized, but not required, to take possession and control of any monies, funds, deposit instruments, or securities held by or in the name of the Crystal Wealth Group, or any of them, or by a third party for the benefit of the Crystal Wealth Group, or any of them, including without limitation the monies, funds, deposit instruments, or securities held in the following accounts:

Institution	Account Name	Account Number
Bank of Nova Scotia	Chrysalis Yoga Inc.	87296 00518 10
Royal Bank of Canada	Crystal Wealth Management System Limited	00002 1304211
Royal Bank of Canada	Crystal Wealth Management System Limited	00002 1304260
TD Bank Group	Clayton Edward Smith	6045439-2228
TD Bank Group	CLJ Everest Ltd.	5002640-0122
TD Bank Group	Crystal Wealth Management System Limited	5004279-0122
TD Bank Group	Crystal Wealth Mortgage Strategy	5266530-0125
TD Bank Group	Clayton Edward Smith and Lee Ann Smith	0523771-0122
TD Bank Group	1150752 Ontario Limited	5001601-0122
Interactive Brokers Canada Inc.	ACM Growth Fund	U1446894
Interactive Brokers Canada Inc.	Crystal Wealth Management System Limited	F4795511

Institution	Account Name	Account Number
Interactive Brokers Canada Inc.	Crystal Wealth Strategic Yield Media Fund	U4657920
Interactive Brokers Canada Inc.	Crystal Wealth Medical Income Fund	U4895282
Interactive Brokers Canada Inc.	Crystal Enlightened Resource and Precious Metals Fund	U4804316
NBCN Inc.	Crystal Wealth Media Strategy	27Q003E
NBCN Inc.	Crystal Wealth Media Strategy	27Q003F
NBCN Inc.	Crystal Wealth Mortgage Strategy	27Q050E
NBCN Inc.	Crystal Wealth Mortgage Strategy	27Q050F
NBCN Inc.	Crystal Enlightened Resource & Precious Metals Fund	27Q070E
NBCN Inc.	Crystal Enlightened Resource & Precious Metals Fund	27Q070F
NBCN Inc.	Crystal Wealth Medical Strategy	27Q080E
NBCN Inc.	Crystal Wealth Medical Strategy	27Q080F
NBCN Inc.	Crystal Wealth Enlightened Factoring Strategy	27Q090E
NBCN Inc.	Crystal Wealth Enlightened Factoring Strategy	27Q090F
NBCN Inc.	ACM Growth Fund	27QA23E
NBCN Inc.	ACM Growth Fund	27QA23F

Institution	Account Name	Account Number
NBCN Inc.	ACM Income Fund	27QA24E
NBCN Inc.	ACM Income Fund	27QA24F
NBCN Inc.	Crystal Wealth High Yield Mortgage	27QB26E
NBCN Inc.	Crystal Wealth High Yield Mortgage	27QB26F
NBCN Inc.	Crystal Enlightened Bullion Fund	27QC25E
NBCN Inc.	Crystal Enlightened Bullion Fund	27QC25F
NBCN Inc.	Absolute Sustainable Dividend Fund	27QD93A
NBCN Inc.	Absolute Sustainable Dividend Fund	27QD93B
NBCN Inc.	Absolute Sustainable Property Fund	27QD94A
NBCN Inc.	Absolute Sustainable Property Fund	27QD94B
NBCN Inc.	Crystal Wealth Enlightened Hedge Fund	27QF14E
NBCN Inc.	Crystal Wealth Enlightened Hedge Fund	27QF14F
NBCN Inc.	Crystal Wealth Infrastructure Strategy	27QG01E
NBCN Inc.	Crystal Wealth Infrastructure Strategy	27QG01F
NBCN Inc.	Crystal Wealth Conscious Capital Strategy	27QH93E
NBCN Inc.	Crystal Wealth Conscious Capital Strategy	27QH93F

Institution	Account Name	Account Number
NBCN Inc.	Crystal Wealth Management System Limited	27Q000A
NBCN Inc.	Crystal Wealth Management System Limited	27QCNAA
NBCN Inc.	Crystal Wealth Management System Limited	27QTAAA
NBCN Inc.	Crystal Wealth Management System Limited	27QAABC
NBCN Inc.	Crystal Wealth Management System Limited	27QCNCA
NBCN Inc.	Crystal Wealth Retirement One Fund	27QB27E
NBCN Inc.	Crystal Wealth Retirement One Fund	27QB27F

SCHEDULE "E"

IN THE MATTER OF
CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, *ET AL.*

PRIVILEGE PROTOCOL FOR RECEIVER PRODUCTIONS

This Protocol identifies how Staff of the Ontario Securities Commission ("**Staff**") intend to address any potentially solicitor-client privileged documents that may be obtained from the Receiver in *Staff's investigation of Crystal Wealth Management Systems Limited* ("**Crystal Wealth**") and its principal, Clayton Smith ("**Smith**"), as well as the activities of companies connected to Smith. Generally, Staff will make best efforts to identify, in accordance with this Protocol, any documents over which privilege may be claimed prior to reviewing them and exclude those documents from Staff's review. Staff will advise the Receiver of any privilege issues that may arise as a result of the review and will consult with the Receiver on those issues that are not otherwise addressed in this Protocol.

A. HARD COPY DOCUMENTS

1. The investigating team (the "**Team**") will endeavor not to request any hard copy documents from the Receiver that could be privileged.

2. Prior to requesting any documents, the Team will review any index provided by the Receiver. The Team will also not review any documents or folders obtained that on their face may contain privileged advice. For example, folders labelled "**Privileged and Confidential**" will not be reviewed and will be immediately returned to the Receiver.

3. Hard copy documents obtained from the Receiver will be scanned by the Technology & Evidence Control Unit ("**TEC**") and added to the main database of documents (the "**Main Database**").

B. E-MAILS

4. Upon request by the Team, the Receiver will provide electronic documents, which include the emails of certain custodians. These electronic documents will not have been reviewed for privilege prior to production.

5. TEC will upload the electronic documents into a database (the "**Receiver Database**") that is segregated from the Main Database. The Team will never have access to the Receiver Database.

6. TEC may "**de-dupe**" the electronic documents in the Receiver Database.

7. TEC will run searches through the Receiver Database to attempt to identify potentially privileged electronic documents (the "**Blind Search**"). The search terms for the Blind Search will be provided by the Team, based on its knowledge of the file (see Appendix

"A"). This list will be supplemented with a list of Ontario law firms provided by TEC.[1] Electronic documents that do not include "hits" from the Blind Search will be added to the Main Database and can be reviewed by the Team.

8. TEC will generate a summary report of the emails in the Receiver Database that contain "**hits**" from the Blind Search. The Report will set out the address fields (i.e., "**To**"; "**From**"; "**CC**" and "**BCC**"). A Team member will review the report to determine which emails have also been addressed to third parties and will code those emails as "**Third Party**". Those emails may also be added to the Main Database and can be reviewed by the Team.

9. With regard to the remaining electronic documents in the Receiver Database, that is those which generated a "**hit**" in the Blind Search, the Team will discuss next steps with the Receiver before taking any steps with respect to these documents. Options to consider may include, but are not limited to, delaying the assessment of privilege issues in the Receiver Database to a later time when a privilege holder is able to review or initiating a privilege review with the use of a "**Filter Lawyer**".

IDENTIFICATION AND SEGREGATION OF POTENTIALLY PRIVILEGED DOCUMENTS DURING REVIEW

1. In the event a Team member comes across a potentially privileged document in the Main Database, the Team member will stop reviewing the document immediately, record the document ID and advise litigation counsel, who will advise the Receiver.

2. If the potentially privileged document identified was originally a hard copy document, TEC will remove the electronic version from the Main Database and will identify the original document from the boxes provided by the Receiver. TEC will secure the document in an envelope, which will be returned to the Receiver with a completed chain of custody form.

3. If the potentially privileged document identified was originally an electronic document, TEC will remove the document from the Main Database and put it back into the Receiver Database, to which the Team has no access.

4. If possible, TEC may extract information such as name of lawyer, name of law firm, email address and, upon direction by litigation counsel, use the information to run further Blind Searches in the Main Database to segregate any similar, additional documents identified. These electronic documents will be dealt with as described in item 8, above.

Staff reserve the right to challenge at a later date any claim of solicitor client privilege that may be made over any documents identified as potentially privileged in accordance with this

[1] List downloaded from Korbitec Inc. (ACL or Automated Civil Litigation software) on July 27, 2016. The list for the Blind Search shall not include Kelly Margaritas, Margaritis Law, Stephanie McManus, or Compliance Support Services.

Protocol. Staff also acknowledge that production of a document by the Receiver does not constitute a waiver of solicitor client privilege with respect to it.

APPENDIX "A"

PRIVILEGE SEARCH TERMS
LAWYERS AND LAW FIRMS

From following list, search:

(a) last name of known lawyer

(b) portions of law firm email address

(c) email address of known lawyer (to the extent not covered by (b))

	Name of Lawyer	Law Firm	Email Address
1.	Laura Paglia	Borden Ladner Gervais LLP	lPaglia@blg.com
2.	Suzanne Kittell	Borden Ladner Gervais LLP	SKittell@blg.com
3.	Kathryn M. Fuller	Borden Ladner Gervais LLP	kfuller@blg.com
4.	Martin J. Doane	Martin J. Doane, Barrister & Solicitor	mjd@martinjdoane.com
5.	Jeremy Devereux	Norton Rose Fulbright Canada LLP	Jeremy.devereux@nortonrosefulbright.com
6.	Bruce O'Toole	Crawley MacKewn Brush LLP	botoole@cmblaw.ca
7.	Ellen Bessner	Babin Bessner Spry	ebessner@babinbessnerspry.com
8.	Nigel Campbell	Blake, Cassels & Graydon LLP	nigel.comapbell@blakes.com
9.	Doug McLeod	Blake, Cassels & Graydon LLP	Doug.mcleod@blakes.com

SCHEDULE "F"
RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $______________________

1. THIS IS TO CERTIFY that Grant Thornton Limited is the receiver and manager (in such capacities, the "Receiver") of the assets, undertakings and properties of all of the Respondents, except the Respondent Chrysalis Yoga Inc., including all proceeds thereof (collectively, the "Property", which term shall include the funds contained in the account of Chrysalis Yoga Inc. bearing No. 87296 00518 10 at Bank of Nova Scotia), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of ______, 2017 (the "Order") made in an application having Court file number 17-CL-_______, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the _____ day of ______________, 20__.

GRANT THORNTON LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ________________________________

Name:

Title:

ONTARIO SECURITIES COMMISSION and CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, *ET AL.*

Applicant Respondents

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at TORONTO

APPOINTMENT ORDER

ONTARIO SECURITIES COMMISSION
20 Queen Street West, 22nd Floor
Toronto ON M5H 3S8

Catherine Weiler (LSUC # 52424M)
Tel: (416) 204-8985
Fax: (416) 593-8321
Email: cweiler@osc.gov.on.ca

Yvonne B. Chisholm (LSUC No. #37040F)
Tel: (416) 593-2363
Fax: (416) 593-8321
Email: ychisholm@osc.gov.on.ca

Lawyers for the Applicant,
Ontario Securities Commission

April 26, 2017

ONTARIO SECURITIES COMMISSION and **CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, *ET AL.***

Applicant Respondents

Court File No. CV-17-11779-00CL

April 26, 2017

Counsel for Crystal Wealth Group and for Chrysalis Yoga Inc have attended & advised they do not oppose the order sought. I am satisfied that the relief is fully justified and that the requirements of section 129 of the Securities Act have been met. Order to go.

[signature] J.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto

APPLICATION RECORD
VOLUME 8 OF 8

ONTARIO SECURITIES COMMISSION
20 Queen Street West, 22nd Floor
Toronto ON M5H 3S8

Catherine Weiler (LSUC # 52424M)
Tel: (416) 204-8985
Fax: (416) 593-8321
Email: cweiler@osc.gov.on.ca

Yvonne B. Chisholm (LSUC No. #37040F)
Tel: (416) 593-2363
Fax: (416) 593-8321
Email: ychisholm@osc.gov.on.ca

Lawyers for the Applicant,
Ontario Securities Commission

Service of a true copy hereof admitted
this 25 day of April 2017
Chrysalis Yoga Inc
SOLICITOR FOR

Service of a true copy hereof admitted
this 25 day of April 2017
[signature]
SOLICITOR FOR
Crystal Wealth

Tab B

Attached is Exhibit "B" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.

SHAKAIRA JOHN

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1288167	CLJ EVEREST LTD.	1998/03/31
		Jurisdiction
		ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

3385 HARVESTER ROAD

Suite # 200
BURLINGTON
ONTARIO
CANADA L7N 3N2

Mailing Address

3385 HARVESTER ROAD

Suite # 200
BURLINGTON
ONTARIO
CANADA L7N 3N2

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1288167	CLJ EVEREST LTD.

Corporate Name History	Effective Date
CLJ EVEREST LTD.	1998/03/31

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator:
Name (Individual / Corporation)

CLAYTON

SMITH

Address

747 SALES COURT

MILTON
ONTARIO
CANADA L9T 0Z2

Date Began	First Director	
1998/03/31	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1288167	CLJ EVEREST LTD.

Administrator:
Name (Individual / Corporation) | **Address**

CLAYTON

SMITH

747 SALES COURT

MILTON
ONTARIO
CANADA L9T 0Z2

Date Began	First Director	
1998/03/31	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation) | **Address**

CLAYTON

SMITH

747 SALES COURT

MILTON
ONTARIO
CANADA L9T 0Z2

Date Began	First Director	
1998/03/31	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1288167	CLJ EVEREST LTD.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2015	1C	2016/11/06 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

Tab C

Attached is Exhibit "C" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.

SHAKAIRA JOHN

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Ontario ServiceOntario

LAND REGISTRY OFFICE #20

07198-0202 (LT)

PREPARED FOR Carlos01
ON 2018/10/01 AT 10:06:10

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

PROPERTY DESCRIPTION: PT LT 1 , CON 4 NS DES AS PTS 1, 2 & 3 ON 20R16429; BURLINGTON. S/T EASEMENT IN GROSS OVER PT 2 ON 20R16429 AS IN HR436235.

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 07198-0062

PIN CREATION DATE:
2006/07/27

OWNERS' NAMES: PALMER, DANIEL JOSEPH

CAPACITY: ROWN

SHARE:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2006/07/27 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 1997/12/23 ***						
119980	1961/01/25	BYLAW				C
HR224279	2003/09/02	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GISSING, THELMA	CANADIAN IMPERIAL BANK OF COMMERCE	
20R16429	2005/11/18	PLAN REFERENCE				C
HR436235	2005/12/05	TRANSFER EASEMENT	$1	GISSING, THELMA	THE CORPORATION OF THE CITY OF BURLINGTON	C
HR436455	2005/12/05	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CANADIAN IMPERIAL BANK OF COMMERCE	THE CORPORATION OF THE CITY OF BURLINGTON	
REMARKS: HR224279 TO HR436235						
HR491404	2006/07/06	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** GISSING, THELMA	MEAD, STEPHEN AERSSEN, CATHERINE	
REMARKS: PLANNING ACT STATEMENTS						
HR491405	2006/07/06	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		

![Ontario ServiceOntario]

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				MEAD, STEPHEN AERSSEN, CATHERINE	THE BANK OF NOVA SCOTIA	
HR528862	2006/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: HR224279						
HR528864	2006/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: HR224279						
HR622111	2007/11/21	CHARGE		*** COMPLETELY DELETED *** AERSSEN, CATHERINE MEAD, STEPHEN	THE BANK OF NOVA SCOTIA	
HR622112	2007/11/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: RE: HR491405						
HR1241568	2015/01/16	TRANSFER		*** COMPLETELY DELETED *** AERSSEN, CATHERINE MEAD, STEPHEN	CLJ EVEREST LTD.	
REMARKS: PLANNING ACT STATEMENTS.						
HR1241569	2015/01/16	CHARGE		*** COMPLETELY DELETED *** CLJ EVEREST LTD.	HOME TRUST COMPANY	
HR1248801	2015/02/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: HR622111.						
HR1446942	2017/04/13	CERTIFICATE		*** COMPLETELY DELETED *** ONTARIO SECURITIES COMMISSION		
REMARKS: CERTIFICATE OF DIRECTION SUBSECTION 126(1) AND 126(4)SECURITIES ACT R.S.O. 1990, C. S.5, AS AMENDED						
HR1544036	2018/05/18	APL VESTING ORDER	$2,100,000	ONTARIO SUPERIOR COURT OF JUSTICE	PALMER, DANIEL JOSEPH	C
HR1546801	2018/06/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
REMARKS: HR1241569.						
HR1568864	2018/09/05	CHARGE	$2,150,000	PALMER, DANIEL JOSEPH	CANADIAN IMPERIAL BANK OF COMMERCE	C

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

Tab D

Attached is Exhibit "D" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.

SHAKAIRA JOHN

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 26th DAY
	)	
JUSTICE Newbould	)	OF APRIL, 2017

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and –

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND, and CHRYSALIS YOGA INC.

Respondents

APPLICATION UNDER Section 129 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended

VESTING ORDER

THIS APPLICATION made by the Ontario Securities Commission (the "**Commission**"):

a) Authorizing Grant Thornton Limited, in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") over the properties, assets and undertakings of each of the Respondents other than the Respondent, Chrysalis Yoga Inc. ("**Chrysalis Yoga**", the other Respondents being referred to collectively as the "**Crystal Wealth Group**"), to complete, on behalf of CLJ Everest Ltd. (the "**Vendor**"), the sale transaction (the "**Transaction**") of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario (the "**Mount Nemo Property**") to Martin McCready (the "**Purchaser**") as contemplated by an agreement of purchase and sale dated April 12, 2017 (the "**Sale Agreement**");

b) Vesting title in the Purchaser the Vendor's right, title and interests in and to the assets described in the Sale Agreement (the "**Purchased Assets**"); and

c) Authorizing the Receiver to make distributions from the sale proceeds of the Real Property (as defined herein) to the registered mortgagee of the Mount Nemo Property, without further order of the Court, subject to the Receiver satisfying itself as to the validity of such mortgage and the amounts claimed;

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Marcel Tillie sworn April 17, 2017 and the exhibits thereto, the affidavit of Michael Ho sworn April 17, 2017 and the exhibits thereto, the supplementary affidavit of Michael Ho sworn April 24, 2017 and the exhibits thereto, the affidavit of David Adler sworn April 24, 2017 and the exhibits thereto, and the consent of GTL to act as the Receiver, and on hearing the submissions of counsel for the Commission and counsel for the Crystal Wealth Group,

1. **THIS COURT ORDERS AND DECLARES** that the Receiver is hereby authorized, on behalf of the Vendor, to complete the Transaction contemplated by the Sale Agreement with such amendments to the Sale Agreement, except as to purchase price, as the Receiver may deem necessary. The Receiver, in its own name or on behalf of the Vendor, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS** that Clayton Smith and any other occupants of the Mount Nemo Property forthwith vacate the Mount Nemo Property so that the Receiver may deliver vacant possession of it in accordance with the Sale Agreement.

3. **THIS COURT ORDERS THAT** the Land Titles Division of the Halton Land Registry Office (No. 20) remove from title to the Mount Nemo Property the Certificate of Direction issued by the Ontario Securities Commission on April 13, 2017 and registered on title to the Mount Nemo Property on the same date as instrument no. HR1446942.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "**A**" hereto (the "**Receiver's Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "**B**" hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Newbould dated April 26, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule "**C**" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "**D**" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that upon the registration in the Land Titles Division of the Halton Land Registry Office (No. 20) of an application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

8. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

Dw J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

APR 2 6 2017

PER / PAR: ML

Schedule A – Form of Receiver's Certificate

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ONTARIO SECURITIES COMMISSION

Applicant

- and –

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, AND CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated April 26, 2017, Grant Thornton Limited was appointed as the receiver and manager (in such capacity, the "**Receiver**") of the undertaking, property and assets of CLJ Everest Ltd. (the "**Vendor**").

B. Pursuant to an Order of the Court dated April 26, 2017, the Court authorized the Receiver to complete the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Vendor and Martin McCready (the "**Purchaser**") dated April 12, 2017 (the "**Sale Agreement**") and provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Purchased Assets pursuant to the Sale Agreement; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable on closing pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

GRANT THORNTON LIMITED, in its capacity as Receiver of the undertaking, property and assets of the Vendor, and not in its personal capacity

Per: ________________________________

Name:

Title:

Schedule B – Purchased Assets

PIN 07198-0202 (LT)

PT LT 1 , CON 4 NS DES AS PTS 1, 2 & 3 ON 20R16429; BURLINGTON. S/T EASEMENT IN GROSS OVER PT 2 ON 20R16429 AS IN HR436235.

Municipally known as 5043 Mount Nemo Cres., Burlington, Ontario

Schedule C – Claims to be deleted and expunged from title to Real Property

1. Instrument No. HR1241568, registered on January 16, 2015, is a Transfer/Deed of Land in favour of CLJ Everest Ltd., for consideration of $2,700,000.

2. Instrument No. 1241569, registered on January 16, 2015, is a Charge/Mortgage of Land, in the amount of $1,331,250, in favour of Home Trust Company.

3. Instrument No. HR1446942, registered on April 13, 2017, is a Certificate in favour of the Ontario Securities Commission.

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

1. Instrument Number 119980 being a By Law registered on January 25, 1961 in favour of The Corporation of the City of Burlington re: Subdivision Control.

2. Instrument Number 20R16429 being a Registered Plan, registered on November 18, 2005 in favour of The Corporation of the City of Burlington.

3. Instrument Number HR436235 being a Transfer Easement registered on December 5, 2005 in favour of The Corporation of the City of Burlington re sewers, drains, etc. for maintenance and repair.

ONTARIO SECURITIES COMMISSION **and** **CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, *ET AL.***

Applicant | Respondents

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at TORONTO

VESTING ORDER

ONTARIO SECURITIES COMMISSION
20 Queen Street West, 22nd Floor
Toronto ON M5H 3S8

Catherine Weiler (LSUC # 52424M)
Tel: (416) 204-8985
Fax: (416) 593-8321
Email: cweiler@osc.gov.on.ca

Yvonne B. Chisholm (LSUC No. #37040F)
Tel: (416) 593-2363
Fax: (416) 593-8321
Email: ychisholm@osc.gov.on.ca

Lawyers for the Applicant,
Ontario Securities Commission

Tab E

Attached is Exhibit "E" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.

SHAKAIRA JOHN

OREA Ontario Real Estate Association

Agreement of Purchase and Sale

The Oakville, Milton

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of April 20 17

BUYER, Martin McCready (Full legal names of all Buyers), agrees to purchase from

SELLER, CLJ Everest Ltd. (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 5043 Mount Nemo Crescent

fronting on the East side of Mount Nemo Crescent

in the City of Burlington

and having a frontage of 312 ft more or less by a depth of 716 ft more or less

and legally described as PTLT 1, CON 4 NS DES AS PTS 1, 2 & 3 ON 20R16429; BURLINGTON. S/T EASEMENT IN GROSS OVER PT 2 ON 20R16429 AS IN HR436235 (Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN$) ~~3,400,000.00~~ 3,350,000.00

Three Million ~~Four~~ Three Hundred ~~Thousand~~ and fifty thousand Dollars

DEPOSIT: Buyer submits ~~Upon acceptance~~ As Per Schedule A (Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN$) 100,000.00

by negotiable cheque payable to Your Choice Realty Corp. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by ~~Buyer~~ Seller (Seller/Buyer) until 6 p.m. on the ~~14~~ 15 day of April 20 17, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 28 day of April 20 17. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): MM **INITIALS OF SELLER(S):** CL

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. .... (For delivery of Documents to Seller) FAX No. .... (For delivery of Documents to Buyer)

Email Address OakvilleAndBeyond@gmail.com (For delivery of Documents to Seller) Email Address lchr_62@hotmail.com (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** Viking Range, Viking Refrigerator / Freezer, Bosch B/I D/W, Panasonic B/I Microwave, all ELF, Window Treatments, All TVs in Barn, Appliances & Cabinetry in Bar Area of Barn, Sound System in Barn, 2 GDOs (no remotes), Pool Heater & Accessories, Hot Tub, Central Vac & Attachments, ~~Riding Lawn Mower and Trailer, Snowblower, Reclining Lounge Chairs & Lawn Furniture in Barn~~, ~~Hanging Lounge Chair in Cabana, Exercise Equipment in Barn, 5 Mango Wood Kitchen Chairs (currently in kitchen)~~, All Water Treatment Equipment

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** Tall Wine Cooler in Barn

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in (included in/in addition to) the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 21 day of April, 20 17, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (Single Family Residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): 　　　　**INITIALS OF SELLER(S):**

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Pamela Carson (Witness) — (Buyer) Martin McCready (Seal) DATE Jan. 12 20

(Witness) — (Buyer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) — (Seller) CLJ Everest Ltd (Seal) DATE 13 Apr 17

(Witness) — (Seller) (Seal) DATE

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) — (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 7:01 a.m./p.m. this 13 day of April, 2017.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Your Choice Realty Corp., Brokerage Tel.No. (905) 337-5930

Jo-Anne Smith (Salesperson / Broker Name)

Co-op/Buyer Brokerage Tel.No.

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) CLJ Everest Ltd. DATE 13 Apr 17

(Seller) DATE

Address for Service

Tel.No.

Seller's Lawyer Greg Brechin

Address 3365 Harvester Rd #109 Burlington, Ont

Email

905-681-2476 (Tel.No.) gbrechin@bhlaw.net (FAX No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) Martin McCready DATE April 13/17

(Buyer) DATE

Address for Service 207 Rosewood Rd, Hamilton

Tel.No.

Buyer's Lawyer Stephan M. Frankel

Address 105 Main St E Suite 1001, Hamilton

Email Stephan@frankellaw.ca

905-522-3972 (Tel.No.) (FAX No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Cooperating Brokerage shown on the foregoing Agreement of Purchase and Sale.
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Schedule A
Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

The Oakville, Milton

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Martin McCready, and

SELLER, CLJ Everest Ltd.

for the purchase and sale of 5043 Mount Nemo Crescent Burlington

L7M0T7 dated the 12 day of April 2017

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

2. The Buyer agrees that he has been advised by the Listing Sales Representative to have a home inspection done by a Certified Home Inspector and that he, being a home inspector himself, has declined having an independent home inspection done and has done his own due diligence with respect to the condition of the house, barn and any other structures on the property.

3. The Buyer agrees that he has been advised to have a Condition with respect to suitable financing in the offer and that he has declined as he is satisfied with his own situation with respect to financing the purchase of the property.

4. The Buyer agrees that he has done his own due diligence with respect to the zoning of the property.

5. The Buyer Agrees To Deliver Deposit Cheque To Your Choice Realty Corp. by 6pm. Tues April 18. [initials] CS

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S): [initials] INITIALS OF SELLER(S): [initials]

OREA Ontario Real Estate Association

Schedule B
Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Martin McCready, and

SELLER, CLJ Everest Ltd.

for the property known as 5043 Mount Nemo Crescent, Burlington, Ont

dated the 12th day of April, 2017.

INTEREST BEARING TRUST ACCOUNT DISCLOSURE

The parties to this agreement hereby acknowledge and agree that the deposit holder Your Choice Realty Corp. shall place the deposit into its interest bearing real estate trust account, which earn interest at the current rate of prime less 2% per annum. The parties to this agreement agree that should the amount of interest calculated be more than $285.00 the deposit holder shall pay the beneficial owner of the trust money the interest accrued on the successful completion of this transaction; and that this Schedule forms part of the terms of the trust. The parties further agree that the deposit holder will retain any interest earned unless the beneficial owner provides the Deposit Holder with valid SIN Number(s) for use on the T5 forms, no earlier or later than 10 days prior to the completion of the transaction by registered mail to the Brokerage's Corporate Office as registered with RECO.

All Parties hereby acknowledge that no information provided by Your Choice Realty Corp. is to be construed as being expert legal, financial, tax, building condition, current/future zoning or environmental advice. Each party to the agreement has been advised to seek independent professional advice in the above noted fields before entering into this agreement.

All Parties hereby acknowledge that any measurements and information provided by Your Choice Realty Corp. in the MLS listing, feature sheet, any pre-listing Home Inspection Report, and any other marketing materials has been obtained from sources deemed reliable, however, it has been provided to the Buyer for general informational purposes only and as such, Your Choice Realty Corp. does not warrant its accuracy nor make any representations or warranties regarding contents of same. Reliance upon any and all information contained in the marketing materials is at the Buyer's risk and as such the Buyer is advised to verify any measurements or other information upon which he or she is relying.

The Buyer/Lessor acknowledges that Seller/Landlord, Listing and Cooperating Brokerages are making no representation with regards to zoning by-laws and if applicable retrofit requirements of the subject property's current permitted legal use as well as any proposed or future use by the Buyer/Tenant. The Buyer/Tenant agrees to hold the Seller/Landlord, Listing and Cooperation Brokerages harmless from any liabilities arising from the Buyer's use of the subject property.

All Parties hereby agree to allow the Listing and Cooperating Brokerages in this transaction to use the statistical information about the sale or lease of this property in their future marketing materials.

SALE TRANSACTIONS: DEPOSITS $1000 OR GREATER ARE REQUIRED TO BE CERTIFIED FUNDS. NO PERSONAL OR CORP. CHEQUES WILL BE ACCEPTED FOR AMOUNTS $1000 OR GREATER.

RENTAL TRANSACTIONS: ALL DEPOSITS ARE REQUIRED TO BE CERTIFIED FUNDS REGARDLESS OF THE AMOUNT. NO PERSONAL OR CORP. CHEQUES WILL BE ACCEPTED

In the event that any deposit cheque made payable to Your Choice Realty Corp. is non negotiable an additional $25 administrative fee will be due by Payor.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): (MM) **INITIALS OF SELLER(S):** (Q)

WEBForms™ Dec/2010

OREA Ontario Real Estate Association

Confirmation of Co-operation and Representation

The Oakville, Milton

Form 320
for use in the Province of Ontario

BUYER: Martin McCready

SELLER: CLJ Everest Ltd.

For the transaction on the property known as: 5043 Mount Nemo Crescent, Burlington, L7M0T7

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:
"Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sold" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to included other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: *The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.*

1. LISTING BROKERAGE

a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) ☒ The Listing Brokerage is providing Customer Service to the Buyer

b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

☐ The Brokerage .... (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid

☐ by the Seller in accordance with a Seller Customer Service Agreement

or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER	CO-OPERATING/BUYER BROKERAGE	SELLER	LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property

.... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated in MLS® Information)

b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

(Name of Co-operating/Buyer Brokerage)	Your Choice Realty Corp., Brokerage (Name of Listing Brokerage)
	3145 Walkers Line Burlington
Tel: .... Fax:	Tel: (905) 337-5930 Fax: (905) 332-3468
(Authorized to bind the Co-operating/Buyer Brokerage) Date:	(Authorized to bind the Listing Brokerage) Date: April 12/17
(Print Name of Broker/Salesperson Representative of the Brokerage)	Jo-Anne Smith (Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

(Signature of Buyer) Martin McCready Date: April 13/17 (Signature of Seller) CLJ Everest Ltd. Date: 13 Apr 17

(Signature of Buyer) Date: .... (Signature of Seller) Date: ....

Your Choice Realty Corp. BROKERAGE

AGENT FILE CHECKLIST

EMAIL to: deals@yourchoicerealty.ca
FAX to: 416.479.0634

PLEASE NOTE: if any information or documentation is missing, this transaction will be returned to you and will not be processed until all paperwork is complete. The following documents MUST be included in this package:

- [x] Copy of All Documents (Agreement, Waivers, Amendments)
- [x] Confirmation of Co-Op & Representation (List or Sell)
- [ ] Receipt and Copy of the Deposit Cheque
- [ ] Receipt of Funds (FINTRAC) (if on Buyers Side/Dbl End)
- [x] Individual/Corp Identification Info Record(1 from each party)
- [x] Buyer Representation/Customer Srvc Agmnt
- [x] Schedule 'B'
- [x] Working With A Realtor (List or Sell)
- [x] Registrant Statement as Buyer/Seller (if Applicable)

Address: 5043 Mount Nemo Crescent, Burlington, Ontario L7M 0T7 **Real Estate Board:** OMDREB

MLS #: 30556103, 30561153 Exclusive:	Sale Price: $3,350,000.00
Firm: April 13, 2017	Offer Date: April 12, 2017
Conditions:	Closing Date: April 28, 2017
	Further Deposit Due Date: April 18, 2017
Vendor's Name(s): CLJ Everest Ltd.	Purchaser's Name(s): Martin McCready

COMMISSION BREAKDOWN

YCR 4 **% +H.S.T.** **CO-OP BROKER** ____ **% + H.S.T.**

+/- ________ **(Mktg Fee)** - ________ **(Mktg Fee)**

Special Instructions: Commission to Your Choice Realty is 4 % of Selling Price plus HST ($134,000.00 plus $17,420.00 = $151,420.00)

LISTING AGENT

Name: Jo-Anne Smith
Broker: Your Choice Realty Corp
Phone #: 905-337-5930 Fax #: 905-332-3468

BUYER'S AGENT

Name: Jo-Anne Smith providing customer service
Broker: Your Choice Realty Corp
Phone #: 905-337-5930 Fax #: 905-337-3468

SELLER'S LAWYER

Agent to Fax Copy to Lawyer (w/Listing Agreement)

Date Copy was faxed: April 17, 2017
Name: Greg Brechin - Brechin & Huffman
Phone #: 905-681-2476 Fax #: 905-333-4298

BUYER'S LAWYER

Agent to Fax Copy to Lawyer Directly

Date Copy was faxed: April 17, 2017
Name: Stephan Frankel - Frankel Law Offices
Phone #: 905-522-3972 Fax #: 905-528-2767

AGENT REFERRAL INFORMATION

Listing or Selling % or $
Name:
Broker:
Phone #:

PURCHASER'S INFORMATION

(SIN # must be provided for Purchaser to get Interest on Deposit)

SIN #:
Address:
Phone #:

SUBMITTED BY, NAME: Jo-Anne Smith DATE: April 15, 2017

NO COMMISSION CHEQUE WILL BE ISSUED UNLESS ALL REQUIRED DOCUMENTS ARE IN THE FILE.

OREA Ontario Real Estate Association

Form 161
for use in the Province of Ontario

Registrant's Disclosure of Interest
Disposition of Property

Toronto Real Estate Board

This Statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

I Jo-Anne Smith (Name of Registrant) declare that I am a registered

Real Estate Salesperson (Brokerage/Broker/Salesperson) representing YOUR CHOICE REALTY CORP. (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option your Property known as 5043 Mount Nemo Cres., Burlington, Ont.

Please be advised that I own the Property or that I have an interest in the Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION: The owner of the property is my brother and I am representing him in the sale of the property.

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

(Attach Appendix "A" if necessary)

AND

For the purposes of this Registrant's Statement as Seller, "Seller" includes vendor, landlord and lessor, and "Buyer" includes purchaser, tenant and lessee.

(Signature of Registrant who is making this Declaration) DATE: April 12/17

(Signature of Broker of Record/Manager of Brokerage) Catherine Johnson DATE:

(Title)

ACKNOWLEDGEMENT

I/We, the undersigned, as Buyer(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, LEASE, EXCHANGE OR OPTION.

(Witness) (Buyer) DATE Apr. 12/17

(Witness) (Buyer) DATE

OREA Ontario Real Estate Association

Form 310
for use in the Province of Ontario

Buyer Customer Service Agreement
For Use When the Buyer is Not Represented By the Brokerage

The Oakville, Milton

This Is A Non-Exclusive Buyer Customer Service Agreement

BETWEEN:
BROKERAGE: Your Choice Realty Corp., Brokerage Tel.No. (905) 337-5930

ADDRESS: 3145 Walkers Line

Burlington L7M0E1 Fax.No. (905) 332-3468

hereinafter referred to as the Brokerage.

AND:
BUYER(S): Martin McCready, hereinafter referred to as the Buyer, for the purpose of locating a real property meeting the following general description;

Property Type (Use): Single Family Residential

Geographic Location: 5043 Mount Nemo Crescent, Burlington, Ontario

In consideration of the Brokerage providing customer service to the Buyer for the purchase or lease of a real property of the general description indicated above, *the Buyer acknowledges and agrees to the terms as stated in this Agreement.*

This non-exclusive Buyer Customer Service Agreement:

commences at 9 a.m. on the 11 day of April, 20 17,

and expires at 11:59 p.m. on the 31 day of May, 20 17 (Expiry Date).

Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002), ***if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials.*** (Buyer's Initials)

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the ***purchase or lease of a real property of the general description indicated above.***

1. **DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"): "Buyer" includes purchaser and tenant, a "seller" includes a vendor, a landlord or a prospective seller, vendor or landlord and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context.

2. **COMMISSION:** For a Buyer Customer Service Agreement between Buyer and Brokerage, there is no requirement for the Buyer to pay the Brokerage compensation for the customer service provided by the Brokerage, unless otherwise agreed to in writing.

3. ***REPRESENTATION AND CUSTOMER SERVICE:*** *The Buyer acknowledges that the Brokerage has provided the Buyer with written information* explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Buyer acknowledges that the Brokerage will be providing customer service to the Buyer and will not be representing the *interests of the Buyer in a transaction.* The Brokerage may be representing the interests of the seller as an agent or sub-agent. When the Brokerage is representing the seller, the seller is considered to be the Brokerage's client, and the Brokerage's primary duties are to protect and promote the interests of the seller/client. The Brokerage will disclose all pertinent information to a seller/client obtained from or about the Buyer.
   Even though the Brokerage's primary duties may be to the seller, the Brokerage may provide many valuable customer services to the Buyer.

   When providing customer service to the Buyer, the Brokerage's duties to the Buyer include:
   - the **Ethical** duty to deal fairly, honestly and with integrity;
   - the **Legal** duty to exercise due care when answering questions and providing information; and
   - the **Legal** duty to avoid misrepresentation.

   The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer.

   The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

INITIALS OF BROKERAGE: **INITIALS OF BUYER(S):**

4. **INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.

5. **FINDERS FEE:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

6. **CONSUMER REPORTS: The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.**

7. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g., financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

   The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

   The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

8. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

9. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.

10. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act 2000, S.O. 2000, c17* as amended from time to time.

11. **SCHEDULE(S):** .... attached hereto form(s) part of this Agreement.

THE BROKERAGE AGREES TO ASSIST THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE AND TO PROVIDE CUSTOMER SERVICE TO THE BUYER IN AN ENDEAVOUR TO PROCURE THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ACCEPTABLE TO THE BUYER.

.... DATE April 12/17 Jo-Anne Smith
(Authorized to bind the Brokerage) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

.... (Seal) DATE Apr 12/17
(Signature of Buyer)

.... (Seal) DATE ....
(Signature of Buyer)

Address ....

....
Tel. No. FAX No.

DECLARATION OF INSURANCE

The broker/salesperson Jo-Anne Smith
(Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the *Real Estate and Business Brokers Act* (REBBA) and Regulations.

....
(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT

The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a true copy of this Agreement

on the 12th day of April, 20 17

.... Date: Apr 12/17
(Signature of Buyer) Martin McCready

.... Date: ....
(Signature of Buyer)

OREA Ontario Real Estate Association **Working with a REALTOR®**

The Oakville, Milton

Form 810

for use in the Province of Ontario

The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, drafting the offer, presenting the offer, etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a *Confirmation of Co-operation and Representation* form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: Martin McCready
(Names)

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s), I/we understand that

____
(Name of Brokerage)

(initial one)

[ ] Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

[ ] Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature) (Date)

(Signature) (Date)

Buyers: As buyer(s), I/we understand that

Your Choice Realty Corp.
(Name of Brokerage)

(initial one)

[ ] Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

x [MM] Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

[signature] April 12/17
(Signature) (Date)

(Signature) (Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.
For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: ....
(Names)

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s), I/we understand that

YOUR CHOICE REALTY CORP.
(Name of Brokerage)

(initial one)

x [initials] Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

____ Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner

[signature] 13 Apr 17
(Signature) (Date)

______ ______
(Signature) (Date)

Buyers: As buyer(s), I/we understand that

______
(Name of Brokerage)

(initial one)

____ Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

____ Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

______ ______
(Signature) (Date)

______ ______
(Signature) (Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.
For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

Tab F

Attached is Exhibit "F" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.

SHAKAIRA JOHN

Mark van Zandvoort

From:	Gregory Brechin <gbrechin@bhhlaw.net>
Sent:	April-27-17 8:43 PM
To:	Clayton Smith; Jo-Anne
Cc:	Mark van Zandvoort
Subject:	RE: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario

To date your agent has indicated to me that the buyer has expressed an interest in buying but I would be prepared to make a small side bet that either he has no intention or no ability to close;

From: Clayton Smith [mailto:claytons@crystalwealth.com]
Sent: Thursday, April 27, 2017 7:42 PM
To: Gregory Brechin ; Jo-Anne
Cc: Mark van Zandvoort
Subject: Re: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario

Hi Mark,

I believe my agent, cc'd here, has been in touch with Jonathan at BT advising that the purchaser has no intention of completing the sale?

Clayton Smith, CAIA
Chief Executive Officer
Crystal Wealth
192 Plains Rd. E.
Burlington, ON L7T 2C3
(P) 905-332-4414
(C) 905-517-6172
(F) 905-332-6028
(TF) 877-299-2854

www.crystalwealth.com

On Apr 27, 2017, at 6:22 PM, Gregory Brechin <gbrechin@bhhlaw.net> wrote:

The purchaser has not come through with a deposit
The lawyer who was to act for the buyer advised us that they were not acting
I have no knowledge of the purchasers whereabouts or intentions

The vendors agent has advised that the buyer has repeatedly expressed interest in the property but I have not seen any concrete evidence of this myself;

Clayton; perhaps put your agent in touch with mark

From: Mark van Zandvoort [mailto:mvanzandvoort@airdberlis.com]
Sent: Thursday, April 27, 2017 6:07 PM
To: Gregory Brechin <gbrechin@bhhlaw.net>
Cc: Steve Graff <sgraff@airdberlis.com>; 'Krieger, Jonathan' <Jonathan.Krieger@ca.gt.com>; Bando, Bruce <Bruce.Bando@ca.gt.com>; 'mjd@martinjdoane.com' <mjd@martinjdoane.com>
Subject: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario
Importance: High

Mr. Brechin:

As indicated in the voicemail which I left for you at 5:41 p.m. this afternoon, we are the lawyers for Grant Thornton Limited, in its capacity as receiver and manager of the assets, undertakings and properties of CLJ Everest Ltd. ("**CLJ Everest**"), Clayton Smith, and Crystal Wealth Management System Limited, among other entities set out in the Order (Appointing Receiver) issued by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) on April 26, 2017. A copy of the Order is attached.

Also attached is the Vesting Order issued yesterday by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List). The Vesting Order authorizes the Receiver to complete, on behalf of CLJ Everest, the sale transaction of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario, to Martin McCready (the "**Purchaser**"), as contemplated by an agreement of purchase and sale dated April 12, 2017 (the "**Sale Agreement**"). A copy of the Sale Agreement is attached.

Our understanding is that, prior to the appointment of the Receiver yesterday, you represented CLJ Everest in connection with the transaction contemplated by the Sale Agreement. As the Receiver's intention is to proceed with the transaction as set out by the Sale Agreement, which has a completion date of no later than 6 p.m. tomorrow, April 28, 2017, we would appreciate receiving an update from you confirming as to: (i) whether you were representing CLJ Everest in connection with this transaction; (ii) the identity of the Purchaser's lawyer, if known, and any contact information which you have for the Purchaser or his lawyers; and (iii) what steps have been taken by the parties to date toward completing the transaction.

I have copied Martin Doane on this correspondence, who is the lawyer for the CLJ Everest and Mr. Smith in the Court proceedings pursuant to which the Receiver was appointed over the assets, undertakings, and property of CLJ Everest and Mr. Smith yesterday.

Your prompt attention to this matter is appreciated, and we look forward to hearing from you.

Regards,

Mark van Zandvoort

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

Brookfield Place • 181 Bay Street
Suite 1800 • Box 754
Toronto ON • M5J 2T9 • Canada
www.airdberlis.com

Tab G

Attached is Exhibit "G" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Shakaira John

From:	Jo-Anne Smith <oakvilleandbeyond@gmail.com>
Sent:	April-27-17 8:20 PM
To:	Mark van Zandvoort; Martin J. Doane; claytons; Jonathan.Krieger@ca.gt.com
Subject:	Re: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario

Hi Mark,

I informed Jonathan Krieger this morning that Martin McCready, the Buyer, called me at 8:22 am this morning and informed me that he had given it a lot of thought and that due various family issues he is dealing with right now, being his Mother ill with blood cancer and his Father having had a stoke two days ago, he was unable to go through with the purchase.
When the Certificate of Pending litigation was placed against the title of the property, all proceedings on the sale progression were put on hold, by order of the Ontario Securities Commission.
No deposit was ever put down by the Buyer due to the freeze order being in place. He also, at that time, did not retain the lawyer he told me he was going to use, although I did advise him to bring a confirmation of funds for closing to his lawyer. He never did this and kept insisting he wanted to go through with the purchase.
I advised him yesterday that the transaction was going to be allowed to go through and he indicated that he wanted to proceed with closing. He still hadn't been to his lawyer and his lawyer advised me that he had never been retained.
I insisted that Martin McCready go to his lawyer first thing this morning and get things moving with regards to working towards a closing.
As stated above, he called me this morning and said he was not going to go through with the purchase.
I know very little about the Buyer other than his name being Martin John McCready and that he works in the construction industry. He said he sold some apartment buildings he had owned in order to buy this property or some other. I have a FINTRAC ID form on him and he provided his social insurance card and number.
As far as I know he lives with his common law wife in Hamilton at 207 Rosewood Road. His cell number is 905-912-8177.

If there is anything else I can help with please let me know. Jonathan has a copy of all of the offer documents.

Jo-Anne Smith

On Thu, Apr 27, 2017 at 8:03 PM, Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:

Ms. Smith,

As indicated in my email to Gregory Brechin below, we are the lawyers for Grant Thornton Limited, in its capacity as receiver and manager of the assets, undertakings and properties of CLJ Everest Ltd. ("**CLJ Everest**") and Clayton Smith, among other entities set out in the Order (Appointing Receiver) issued by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) on April 26, 2017. A copy of the Order is attached.

Also attached is the Vesting Order issued yesterday by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List). The Vesting Order authorizes the Receiver to complete, on behalf of CLJ Everest, the sale transaction of the property located at 5043 Mount Nemo Crescent in

Burlington, Ontario, to Martin McCready (the "**Purchaser**"), as contemplated by an agreement of purchase and sale dated April 12, 2017 (the "**Sale Agreement**"). Please email us with a copy of the parties' executed Sale Agreement this evening.

As the Receiver's intention is to proceed with the transaction set out in the Sale Agreement, which we understand has a completion date of no later than 6 p.m. tomorrow, April 28, 2017, we require that you advise us this evening as to: (i) the identity of the Purchaser's lawyer or representative, if known, and any contact information (including email addresses, telephone numbers, and fax numbers) which you have for the Purchaser or his lawyers or representatives otherwise; and (iii) what steps have been taken by the parties to date toward completing the transaction.

We look forward to receiving your response this evening, given the imminent completion date for the sale transaction tomorrow.

Regards,

Mark van Zandvoort

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

Brookfield Place • 181 Bay Street
Suite 1800 • Box 754
Toronto ON • M5J 2T9 • Canada
www.airdberlis.com

AIRD & BERLIS LLP
Barristers and Solicitors

Mark van Zandvoort

From: Jo-Anne Smith <oakvilleandbeyond@gmail.com>
Sent: April-28-17 9:18 AM
To: Mark van Zandvoort
Subject: Re: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario

Hi Mark,

This email address, tchr_62@hotmail.com, is the email address of Martin McCready's common law girlfriend, Pam Carson. She received the documents for signing on behalf of the Buyer as he claimed to be not computer literate and does not use computers nor have an email address.

Jo-Anne

On Fri, Apr 28, 2017 at 8:47 AM, Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:

> Ms. Smith,
>
> Please confirm this morning if the email address "tchr_62@hotmail.com", as set out in s. 3 "Notices" of the attached Sale Agreement, is Mr. McCready's email address. I look forward to receiving your response shortly.
>
> Thank you.
>
> Mark
>
> **From:** Jo-Anne Smith [mailto:oakvilleandbeyond@gmail.com]
> **Sent:** April-27-17 8:29 PM
> **To:** Mark van Zandvoort <mvanzandvoort@airdberlis.com>
> **Cc:** Steve Graff <sgraff@airdberlis.com>; Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>; mjd@martinjdoane.com; Clayton Smith <claytons@crystalwealth.com>
>
> **Subject:** Re: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario
>
> Hi again Mark,
>
> The Agreement of Purchase and Sale for 5043 Mount Nemo is attached below. Please note in the enclosed documents that although the Buyer's lawyer is stated as being Stephan Frankel, Stephen Frankel called me yesterday and said he had never been retained and is not representing Martin McCready, so the Buyer has no legal representation that I know of.
>
> Jo-Anne
>
> On Thu, Apr 27, 2017 at 8:03 PM, Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:
>
> > Ms. Smith,

As indicated in my email to Gregory Brechin below, we are the lawyers for Grant Thornton Limited, in its capacity as receiver and manager of the assets, undertakings and properties of CLJ Everest Ltd. ("**CLJ Everest**") and Clayton Smith, among other entities set out in the Order (Appointing Receiver) issued by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) on April 26, 2017. A copy of the Order is attached.

Also attached is the Vesting Order issued yesterday by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List). The Vesting Order authorizes the Receiver to complete, on behalf of CLJ Everest, the sale transaction of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario, to Martin McCready (the "**Purchaser**"), as contemplated by an agreement of purchase and sale dated April 12, 2017 (the "**Sale Agreement**"). Please email us with a copy of the parties' executed Sale Agreement this evening.

As the Receiver's intention is to proceed with the transaction set out in the Sale Agreement, which we understand has a completion date of no later than 6 p.m. tomorrow, April 28, 2017, we require that you advise us this evening as to: (i) the identity of the Purchaser's lawyer or representative, if known, and any contact information (including email addresses, telephone numbers, and fax numbers) which you have for the Purchaser or his lawyers or representatives otherwise; and (iii) what steps have been taken by the parties to date toward completing the transaction.

We look forward to receiving your response this evening, given the imminent completion date for the sale transaction tomorrow.

Regards,

Mark van Zandvoort

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

Brookfield Place • 181 Bay Street
Suite 1800 • Box 754
Toronto ON • M5J 2T9 • Canada
www.airdberlis.com

AIRD & BERLIS LLP
Barristers and Solicitors

sender, therefore, accepts liability for any errors or omissions in the contents of this message, which arise as a result of email transmission.

Any advice contained in this communication, including any attachments, which may be interpreted as US tax advice is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code; or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication.

Please consider the environment before printing this email.

From: Clayton Smith [mailto:claytons@crystalwealth.com]
Sent: April-27-17 7:43 PM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Jo-Anne <oakvilleandbeyond@gmail.com>
Cc: mjd@martinjdoane.com; Steve Graff <sgraff@airdberlis.com>; Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>; Bando, Bruce <Bruce.Bando@ca.gt.com>
Subject: Re: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario
Importance: High

Mark,

Cc'ing agent, Jo-Anne Smith, here as she would have the information you are looking for.

Clayton Smith, CAIA

Chief Executive Officer

Crystal Wealth

192 Plains Rd. E.

Burlington, ON L7T 2C3

(P) 905-332-4414

(C) 905-517-6172

(F) 905-332-6028

(TF) 877-299-2854

www.crystalwealth.com

If you no longer wish to receive electronic communications from Crystal Wealth, please reply with UNSUBSCRIBE as the subject.

On Apr 27, 2017, at 6:42 PM, Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:

Martin,

Please similarly advise as soon as possible this evening as to: (i) the identity of the Purchaser's lawyer or representative, if known, and any contact information which you have for the Purchaser or his lawyers or representatives otherwise; and (iii) what steps have been taken by the parties to date toward completing the transaction. Please also provide us with the copy of the APS which was executed by both the vendor and Mr McCready.

Regards,

Mark

From: Mark van Zandvoort
Sent: April-27-17 6:36 PM
To: 'Gregory Brechin' <gbrechin@bhhlaw.net>
Cc: Steve Graff <sgraff@airdberlis.com>; Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>; 'Bando, Bruce' <Bruce.Bando@ca.gt.com>; Clayton Smith <claytons@crystalwealth.com>; 'mjd@martinjdoane.com' <mjd@martinjdoane.com>
Subject: RE: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario

Gregory,

Please provide me with the copy of the executed APS which you have in your possession.

Thank you.

Mark

From: Gregory Brechin [mailto:gbrechin@bhhlaw.net]
Sent: April-27-17 6:22 PM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Clayton Smith <claytons@crystalwealth.com>
Subject: RE: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario

The purchaser has not come through with a deposit

The lawyer who was to act for the buyer advised us that they were not acting

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Clayton; perhaps put your agent in touch with mark

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Cc: Steve Graff <sgraff@airdberlis.com>; 'Krieger, Jonathan' <Jonathan.Krieger@ca.gt.com>; Bando, Bruce <Bruce.Bando@ca.gt.com>; 'mjd@martinjdoane.com' <mjd@martinjdoane.com>

Subject: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario
Importance: High

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As indicated in the voicemail which I left for you at 5:41 p.m. this afternoon, we are the lawyers for Grant Thornton Limited, in its capacity as receiver and manager of the assets, undertakings and properties of CLJ Everest Ltd. ("**CLJ Everest**"), Clayton Smith, and Crystal Wealth Management System Limited, among other entities set out in the Order (Appointing Receiver) issued by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) on April 26, 2017. A copy of the Order is attached.

Also attached is the Vesting Order issued yesterday by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List). The Vesting Order authorizes the Receiver to complete, on behalf of CLJ Everest, the sale transaction of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario, to Martin McCready (the "**Purchaser**"), as contemplated by an agreement of purchase and sale dated April 12, 2017 (the "**Sale Agreement**"). A copy of the Sale Agreement is attached.

Our understanding is that, prior to the appointment of the Receiver yesterday, you represented CLJ Everest in connection with the transaction contemplated by the Sale Agreement. As the Receiver's intention is to proceed with the transaction as set out by the Sale Agreement, which has a completion date of no later than 6 p.m. tomorrow, April 28, 2017, we would appreciate receiving an update from you confirming as to: (i) whether you were representing CLJ Everest in connection with this transaction; (ii) the identity of the Purchaser's lawyer, if known, and any contact information which you have for the Purchaser or his lawyers; and (iii) what steps have been taken by the parties to date toward completing the transaction.

I have copied Martin Doane on this correspondence, who is the lawyer for the CLJ Everest and Mr. Smith in the Court proceedings pursuant to which the Receiver was appointed over the assets, undertakings, and property of CLJ Everest and Mr. Smith yesterday.

Your prompt attention to this matter is appreciated, and we look forward to hearing from you.

Regards,

Mark van Zandvoort

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

Brookfield Place • 181 Bay Street
Suite 1800 • Box 754
Toronto ON • M5J 2T9 • Canada
www.airdberlis.com

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Please consider the environment before printing this email.

--

Jo-Anne Smith, BSc
Sales Representative
Office 905-337-5930

Your Choice Realty Burlington
3145 Walkers Line
Burlington, ON L7M 0E1

Mississauga/West Toronto
5100 Orbitor Dr., Suite 400
Mississauga, ON L4W 4Z4
P: 416-479-4241
F: 416-479-0634

--

Jo-Anne Smith, BSc
Sales Representative
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Tab H

Attached is Exhibit "H" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.

SHAKAIRA JOHN

From: Frankel Law [mailto:stephan@frankelaw.ca]
Sent: April-28-17 7:28 AM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Kelly Spong <kelly@frankelaw.ca>
Subject: Re: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario

We have not received instructions from the buyer nor have we been retained. Unfortunately I cannot be of further assistance

Sincerely
Stephan Frankel JD
Frankel Law
105 Main E
#1001
Hamilton On. Can.
L8N1G6
1-905-5223972
www.frankellaw.ca

On Apr 27, 2017, at 9:48 PM, Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:

Mr. Frankel:

We are the lawyers for Grant Thornton Limited, in its capacity as receiver and manager of the assets, undertakings and properties of CLJ Everest Ltd. ("**CLJ Everest**"), Clayton Smith, and Crystal Wealth Management System Limited, among other entities set out in the Order (Appointing Receiver) issued by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) on April 26, 2017. A copy of the Order is attached.

Also attached is the Vesting Order issued yesterday by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List). The Vesting Order authorizes the Receiver to complete, on behalf of CLJ Everest, the sale transaction of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario, to Martin McCready (the "**Purchaser**"), as contemplated by an agreement of purchase and sale dated April 12, 2017 (the "**Sale Agreement**"). A copy of the executed Sale Agreement, and an Agent File Checklist, is attached.

You are listed as the Purchaser's Lawyer in the attached Agent File Checklist. It is the Receiver's intention is to proceed with the transaction as set out in the Sale Agreement and in accordance with the Vesting Order, which has a completion date of no later than 6 p.m. tomorrow, April 28, 2017.

I have been advised this evening by the listing agent, Jo-Anne Smith, that she spoke with the Purchaser this morning, and that he told her that he will not proceed to complete the Sale Agreement transaction. Please confirm immediately whether that is the case given the Receiver's intention to proceed to complete the transaction. To the extent the Purchaser is not prepared to proceed with the transaction or fails to respond, the Receiver will treat the Purchaser's anticipatory breach as a repudiation of the Sale Agreement, thereby discharging the Receiver from proceeding with the Sale Agreement while reserving the Receiver's right to pursue damages from the Purchaser without the need to tender. Please also provide us with the Purchaser's known contact information, including email address.

We look forward to hearing from you shortly in response to the above.

Regards,

Mark van Zandvoort

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

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Please consider the environment before printing this email.

Tab I

Attached is Exhibit "I" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Mark van Zandvoort

From: Diana Saturno
Sent: April-28-17 11:53 AM
To: 'tchr_62@hotmail.com'
Cc: Mark van Zandvoort; Steve Graff; 'Jonathan.Krieger@ca.gt.com'; 'Bruce.Bando@ca.gt.com'; 'gbrechin@bhhlaw.net'; 'stephan@frankelaw.ca'; 'oakvilleandbeyond@gmail.com'
Subject: Sale of 5043 Mount Nemo Crescent, Burlington, Ontario to Martin McCready pursuant to an Agreement of Purchase and Sale dated April 12, 2017
Attachments: Letter to M. McCready dated April 28, 2017.pdf; Mount Nemo Agreement of Purchase and Sale Documents_0001_NEW.pdf

Importance: High

Dear Mr. McCready:

Kindly find attached our correspondence of today's date addressed to Martin McCready in connection with the above noted matter.

Kind Regards,

Diana Saturno
Legal Assistant

T 416.863.1500 x4124
F 416.863.1515
E dsaturno@airdberlis.com

Brookfield Place • 181 Bay Street
Suite 1800 • Box 754
Toronto ON • M5J 2T9 • Canada
www.airdberlis.com

AIRD & BERLIS LLP
Barristers and Solicitors

AIRD & BERLIS LLP
Barristers and Solicitors

Mark van Zandvoort
Direct: 416.865.4742
E-mail: mvanzandvoort@airdberlis.com

April 28, 2017

BY REGISTERED MAIL and BY EMAIL

Martin McCready
207 Rosewood Road
Hamilton, ON
L8K 3J3
tchr_62@hotmail.com

Dear Mr. McCready:

Re: Receivership of CLJ Everest Limited/Sale of 5043 Mount Nemo Crescent, Burlington, Ontario to Martin McCready pursuant to an Agreement of Purchase and Sale dated April 12, 2017 (the "Sale Agreement")

We are the lawyers for Grant Thornton Limited, in its capacity as receiver and manager of the assets, undertakings and properties of CLJ Everest Ltd. ("**CLJ Everest**"), Clayton Smith, and Crystal Wealth Management System Limited, among other entities set out in the Order (Appointing Receiver) (the "**Appointment Order**") issued by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) on April 26, 2017. The Appointment Order, and Vesting Order referenced below, can be found on the Receiver's Case Website www.grantthornton.ca/crystalwealth.

Pursuant to a Vesting Order issued by the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) on April 26, 2017 (the "**Vesting Order**"), the Receiver was authorized by the Court to complete, on behalf of CLJ Everest, the sale transaction of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario (the "**Property**") to you, as purchaser, as contemplated by the agreement of purchase and sale dated April 12, 2017 (the "**Sale Agreement**"). A copy of the Sale Agreement is enclosed. It is the Receiver's intention to proceed with the transaction as set out by the Sale Agreement, which has a completion date of 6 p.m. today, April 28, 2017.

We received an email at 8:20 p.m. yesterday evening (April 27, 2017) from Jo-Anne Smith, the listing agent for the Property, informing us that while she had advised you that the transaction contemplated by the Sale Agreement was proceeding, you nevertheless called her at 8:22 a.m. yesterday morning on April 27, 2017 to inform Ms. Smith that you would not be proceeding to complete the transaction. We accordingly sent an email to Stephen Frankel, whom we understood to be a lawyer whom you may have engaged in connection with the Sale Agreement.

At 7:28 a.m. this morning, Mr. Frankel wrote to us advising that he has not received instructions from you, and has not been retained.

At 9:20 a.m. and 9:21 a.m. this morning, Bruce Bando, a representative of the Receiver, attempted to contact you by telephone at 905-912-8177, which number Ms. Smith advises us is your cell phone number. Mr. Bando has advised us that, on both occasions, he received the message "Call cannot be completed as dialed".

Accordingly, given your advice to Ms. Smith that you do not intend to proceed with the transaction contemplated by the Sale Agreement, and given that you have failed to engage counsel for the purposes of completing the transaction, please be advised that the Receiver is treating your anticipatory breaches as a repudiation of the Sale Agreement, thereby discharging the Receiver from proceeding with the Sale Agreement while reserving the Receiver's right to pursue damages from you without the need to tender.

Yours truly,

AIRD & BERLIS LLP

Mark van Zandvoort

MVZ/ds

c. Grant Thornton Limited, in its capacity as receiver and manager of the assets, undertakings, and properties of CLJ Everest Ltd.

Encl.

29158788.1

Your Choice Realty Corp. BROKERAGE

AGENT FILE CHECKLIST

EMAIL to: deals@yourchoicerealty.ca
FAX to: 416.479.0634

PLEASE NOTE: if any information or documentation is missing, this transaction will be returned to you and will not be processed until all paperwork is complete. The following documents MUST be included in this package:

- [x] Copy of All Documents (Agreement, Waivers, Amendments)
- [x] Confirmation of Co-Op & Representation (List or Sell)
- [ ] Receipt and Copy of the Deposit Cheque
- [ ] Receipt of Funds (FINTRAC) (if on Buyers Side/Dbl End)
- [x] Individual/Corp Identification Info Record(1 from each party)
- [x] Buyer Representation/Customer Srvc Agmnt
- [x] Schedule 'B'
- [x] Working With A Realtor (List or Sell)
- [x] Registrant Statement as Buyer/Seller (if Applicable)

Address: 5043 Mount Nemo Crescent, Burlington, Ontario L7M 0T7 **Real Estate Board:** OMDREB

MLS #: 30556103, 30561153 Exclusive:	Sale Price: $3,350,000.00
Firm: April 13, 2017	Offer Date: April 12, 2017
Conditions:	Closing Date: April 28, 2017
	Further Deposit Due Date: April 18, 2017
Vendor's Name(s): CLJ Everest Ltd.	Purchaser's Name(s): Martin McCready

COMMISSION BREAKDOWN

YCR 4 **% +H.S.T.** **CO-OP BROKER** ____ **% + H.S.T.**

+/- __________ **(Mktg Fee)** - __________ **(Mktg Fee)**

Special Instructions: Commission to Your Choice Realty is 4 % of Selling Price plus HST ($134,000.00 plus $17,420.00 = $151,420.00)

LISTING AGENT

Name: Jo-Anne Smith

Broker: Your Choice Realty Corp

Phone #: 905-337-5930 Fax #: 905-332-3468

BUYER'S AGENT

Name: Jo-Anne Smith providing customer service

Broker: Your Choice Realty Corp

Phone #: 905-337-5930 Fax #: 905-337-3468

SELLER'S LAWYER

Agent to Fax Copy to Lawyer (w/Listing Agreement)

Date Copy was faxed: April 17, 2017

Name: Greg Brechin - Brechin & Huffman

Phone #: 905-681-2476 Fax #: 905-333-4298

BUYER'S LAWYER

Agent to Fax Copy to Lawyer Directly

Date Copy was faxed: April 17, 2017

Name: Stephan Frankel - Frankel Law Offices

Phone #: 905-522-3972 Fax #: 905-528-2767

AGENT REFERRAL INFORMATION

Listing or Selling % or $

Name:

Broker:

Phone #:

PURCHASER'S INFORMATION

(SIN # must be provided for Purchaser to get Interest on Deposit)

SIN #:

Address:

Phone #:

SUBMITTED BY, NAME: Jo-Anne Smith DATE: April 15, 2017

NO COMMISSION CHEQUE WILL BE ISSUED UNLESS ALL REQUIRED DOCUMENTS ARE IN THE FILE.

OREA Ontario Real Estate Association **Agreement of Purchase and Sale** The Oakville, Milton

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of April, 20 17

BUYER, Martin McCready (Full legal names of all Buyers), agrees to purchase from

SELLER, CLJ Everest Ltd. (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 5043 Mount Nemo Crescent

fronting on the East side of Mount Nemo Crescent

in the City of Burlington

and having a frontage of 312 ft more or less by a depth of 716 ft more or less

and legally described as PTLT 1, CON 4 NS DES AS PTS 1, 2 & 3 ON 20R16429; BURLINGTON. S/T EASEMENT IN GROSS OVER PT 2 ON 20R16429 AS IN HR436235 (Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN$) ~~3,400,000.00~~ 3,350,000.00

Three Million ~~Four~~ three Hundred ~~Thousand~~ and fifty thousand Dollars

DEPOSIT: Buyer submits Upon acceptance As Per Schedule A (Herewith/Upon Acceptance/or otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN$) 100,000.00

by negotiable cheque payable to Your Choice Realty Corp. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by ~~Buyer~~ Seller (Seller/Buyer) until 6 p.m. on the 15 day of April, 20 17, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 28 day of April, 20 17. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): MM **INITIALS OF SELLER(S):** CL

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. .... (For delivery of Documents to Seller)   FAX No. .... (For delivery of Documents to Buyer)

Email Address OakvilleAndBeyond@gmail.com (For delivery of Documents to Seller)   Email Address lchr_62@hotmail.com (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** Viking Range, Viking Refrigerator / Freezer, Bosch B/I D/W, Panasonic B/I Microwave, all ELF, Window Treatments, All TVs in Barn, Appliances & Cabinetry in Bar Area of Barn, Sound System in Barn, 2 GDOs (no remotes), Pool Heater & Accessories, Hot Tub, Central Vac & Attachments, ~~Riding Lawn Mower and Trailer, Snowblower, Reclining Lounge Chairs & Lawn Furniture in Barn, Hanging Lounge Chair in Cabana, Exercise Equipment in Barn, 5 Mango Wood Kitchen Chairs (currently in kitchen)~~, All Water Treatment Equipment

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** Tall Wine Cooler in Barn

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in .... (included in/in addition to) the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):   **INITIALS OF SELLER(S):**

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 21 day of April, 20 17, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (Single Family Residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

15. **PLANNING ACT:** *This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control* provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the *Planning Act, R.S.O. 1990.*

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and *unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.*

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. *The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any* Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **TIME LIMITS:** *Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein* may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 *unless the spouse of the Seller has executed the consent hereinafter provided.*

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** *If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent* of such conflict or discrepancy. This Agreement including any Schedule attached hereto, *shall constitute the entire Agreement between Buyer and* Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** *Any reference to a time and date in this Agreement shall mean the time and date where the property is located.*

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: Pamela Carson (Witness)

IN WITNESS whereof I have hereunto set my hand and seal: (Buyer) Martin McCready (Seal) DATE Apr 12 20

(Witness) (Buyer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: (Witness)

IN WITNESS whereof I have hereunto set my hand and seal: (Seller) CLJ Everest Ltd (Seal) DATE 13Apr17

(Witness) (Seller) (Seal) DATE

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 7:01 a.m./p.m. this 13 day of April, 2017.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Your Choice Realty Corp., Brokerage Tel.No. (905) 337-5930

Jo-Anne Smith (Salesperson / Broker Name)

Co-op/Buyer Brokerage Tel.No.

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) CLJ Everest Ltd. DATE 13Apr17

(Seller) DATE

Address for Service

Tel.No.

Seller's Lawyer Greg Brecher

Address 3365 Harvester Rd #109 Burlington, Ont

Email

905-681-2476 (Tel.No.) gbrecher@bhklaw... (FAX No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) Martin McCready DATE April 13/17

(Buyer) DATE

Address for Service 207 Rosewood Rd Hamilton

Tel.No.

Buyer's Lawyer Stephan M. Frankel

Address 108 Main St E Suite 1001, Hamilton

Email Stephan@frankellaw.ca

905-522-3972 (Tel.No.) (FAX No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Cooperating Brokerage shown on the foregoing Agreement of Purchase and Sale.
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Form 100
for use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale

The Oakville, Milton

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Martin McCready ...., and

SELLER, CLJ Everest Ltd. ....

for the purchase and sale of 5043 Mount Nemo Crescent .... Burlington ....

L7M0T7 .... dated the 12 day of April 20 17

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

2. The Buyer agrees that he has been advised by the Listing Sales Representative to have a home inspection done by a Certified Home Inspector and that he, being a home inspector himself, has declined having an independent home inspection done and has done his own due diligence with respect to the condition of the house, barn and any other structures on the property.

3. The Buyer agrees that he has been advised to have a Condition with respect to suitable financing in the offer and that he has declined as he is satisfied with his own situation with respect to financing the purchase of the property.

4. The Buyer agrees that he has done his own due diligence with respect to the zoning of the property.

5. The Buyer Agrees To Deliver Deposit Cheque To Your Choice Realty Corp. by 6pm. Tues April 18. M.M. CS

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S): MM INITIALS OF SELLER(S): CJ

OREA Ontario Real Estate Association **Schedule** B
Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Martin McCready, and

SELLER, CLJ Everest Ltd.

for the property known as 5043 Mount Nemo Crescent, Burlington, Ont

dated the 12th day of April, 2017.

INTEREST BEARING TRUST ACCOUNT DISCLOSURE

The parties to this agreement hereby acknowledge and agree that the deposit holder Your Choice Realty Corp. shall place the deposit into its interest bearing real estate trust account, which earn interest at the current rate of prime less 2% per annum. The parties to this agreement agree that should the amount of interest calculated be more than $285.00 the deposit holder shall pay the beneficial owner of the trust money the interest accrued on the successful completion of this transaction; and that this Schedule forms part of the terms of the trust. The parties further agree that the deposit holder will retain any interest earned unless the beneficial owner provides the Deposit Holder with valid SIN Number(s) for use on the T5 forms, no earlier or later than 10 days prior to the completion of the transaction by registered mail to the Brokerage's Corporate Office as registered with RECO.

All Parties hereby acknowledge that no information provided by Your Choice Realty Corp. is to be construed as being expert legal, financial, tax, building condition, current/future zoning or environmental advice. Each party to the agreement has been advised to seek independent professional advice in the above noted fields before entering into this agreement.

All Parties hereby acknowledge that any measurements and information provided by Your Choice Realty Corp. in the MLS listing, feature sheet, any pre-listing Home Inspection Report, and any other marketing materials has been obtained from sources deemed reliable, however, it has been provided to the Buyer for general informational purposes only and as such, Your Choice Realty Corp. does not warrant its accuracy nor make any representations or warranties regarding contents of same. Reliance upon any and all information contained in the marketing materials is at the Buyer's risk and as such the Buyer is advised to verify any measurements or other information upon which he or she is relying.

The Buyer/Lessor acknowledges that Seller/Landlord, Listing and Cooperating Brokerages are making no representation with regards to zoning by-laws and if applicable retrofit requirements of the subject property's current permitted legal use as well as any proposed or future use by the Buyer/Tenant. The Buyer/Tenant agrees to hold the Seller/Landlord, Listing and Cooperation Brokerages harmless from any liabilities arising from the Buyer's use of the subject property.

All Parties hereby agree to allow the Listing and Cooperating Brokerages in this transaction to use the statistical information about the sale or lease of this property in their future marketing materials.

SALE TRANSACTIONS: DEPOSITS $1000 OR GREATER ARE REQUIRED TO BE CERTIFIED FUNDS. NO PERSONAL OR CORP. CHEQUES WILL BE ACCEPTED FOR AMOUNTS $1000 OR GREATER.

RENTAL TRANSACTIONS: ALL DEPOSITS ARE REQUIRED TO BE CERTIFIED FUNDS REGARDLESS OF THE AMOUNT. NO PERSONAL OR CORP. CHEQUES WILL BE ACCEPTED

In the event that any deposit cheque made payable to Your Choice Realty Corp. is non negotiable an additional $25 administrative fee will be due by Payor.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): MM **INITIALS OF SELLER(S):** [illegible]

WEBForms™ Dec/2010

OREA Ontario Real Estate Association

Confirmation of Co-operation and Representation

The Oakville, Milton

Form 320
for use in the Province of Ontario

BUYER: Martin McCready

SELLER: CLJ Everest Ltd.

For the transaction on the property known as: 5043 Mount Nemo Crescent Burlington L7M0T7

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:
"Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sold" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to included other remuneration

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

a) [X] The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) [ ] The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) [X] The Listing Brokerage is providing Customer Service to the Buyer

b) [ ] **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage.
However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- *And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.*

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

[ ] The Brokerage .... (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid

[ ] by the Seller in accordance with a Seller Customer Service Agreement

or: [ ] by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER	CO-OPERATING/BUYER BROKERAGE	SELLER	LISTING BROKERAGE

3. **Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**

CO-OPERATING BROKERAGE- REPRESENTATION:

a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property

.... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated in MLS® Information)

b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

(Name of Co-operating/Buyer Brokerage)	Your Choice Realty Corp., Brokerage (Name of Listing Brokerage)
	3145 Walkers Line Burlington
Tel: .... Fax:	Tel: (905) 337-5930 Fax: (905) 332-3468
(Authorized to bind the Co-operating/Buyer Brokerage) Date:	(Authorized to bind the Listing Brokerage) Date: April 12/17
(Print Name of Broker/Salesperson Representative of the Brokerage)	Jo-Anne Smith (Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS **SELLER'S INITIALS**

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

(Signature of Buyer) Martin McCready Date: April 13/17 (Signature of Seller) CLJ Everest Ltd. Date: 13 Apr 17

(Signature of Buyer) Date: .... (Signature of Seller) Date: ....

OREA Ontario Real Estate Association

Form 161
for use in the Province of Ontario

Registrant's Disclosure of Interest
Disposition of Property

Toronto Real Estate Board

This Statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

I Jo-Anne Smith (Name of Registrant) declare that I am a registered

Real Estate Salesperson (Brokerage/Broker/Salesperson) representing YOUR CHOICE REALTY CORP. (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option your Property known as 5043 Mount Nemo Cres., Burlington, Ont.

Please be advised that I own the Property or that I have an interest in the Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION: The owner of the property is my brother and I am representing him in the sale of the property.

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

(Attach Appendix "A" if necessary)

AND

For the purposes of this Registrant's Statement as Seller, "Seller" includes vendor, landlord and lessor, and "Buyer" includes purchaser, tenant and lessee.

(Signature of Registrant who is making this Declaration) DATE: April 12/17

(Signature of Broker of Record/Manager of Brokerage) Catherine Johnson DATE:

(Title)

ACKNOWLEDGEMENT

I/We, the undersigned, as Buyer(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, LEASE, EXCHANGE OR OPTION.

Pamela Carson (Witness) (Buyer) DATE April 12/17

(Witness) (Buyer) DATE

OREA Ontario Real Estate Association

Form 310
for use in the Province of Ontario

Buyer Customer Service Agreement
For Use When the Buyer is Not Represented By the Brokerage

The Oakville, Milton

This Is A Non-Exclusive Buyer Customer Service Agreement

BETWEEN:
BROKERAGE: Your Choice Realty Corp., Brokerage Tel.No. (905) 337-5930

ADDRESS: 3145 Walkers Line

Burlington L7M0E1 Fax.No. (905) 332-3468

hereinafter referred to as the Brokerage.

AND:
BUYER(S): Martin McCready, hereinafter referred to as the Buyer, *for the purpose of locating a real property meeting the following general description:*

Property Type (Use): Single Family Residential

Geographic Location: 5043 Mount Nemo Crescent, Burlington, Ontario

In consideration of the Brokerage providing customer service to the Buyer for the purchase or lease of a real property of the general description indicated *above, the Buyer acknowledges and agrees to the terms as stated in this Agreement.*

This non-exclusive Buyer Customer Service Agreement:

commences at 9 a.m. on the 11 day of April, 20 17,

and expires at 11:59 p.m. on the 31 day of May, 20 17 (Expiry Date).

Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002), **if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials.** (Buyer's Initials)

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

1. **DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):
"Buyer" includes purchaser and tenant, a "seller" includes a vendor, a landlord or a prospective seller, vendor or landlord and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context.

2. **COMMISSION:** For a Buyer Customer Service Agreement between Buyer and Brokerage, there is no requirement for the Buyer to pay the Brokerage compensation for the customer service provided by the Brokerage, unless otherwise agreed to in writing.

3. **REPRESENTATION AND CUSTOMER SERVICE:** The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Buyer acknowledges that the Brokerage will be providing customer service to the Buyer and will not be representing the interests of the Buyer in a transaction. The Brokerage may be representing the interests of the seller as an agent or sub-agent. When the Brokerage is representing the seller, the seller is considered to be the Brokerage's client, and the Brokerage's primary duties are to protect and promote the interests of the seller/client. The Brokerage will disclose all pertinent information to a seller/client obtained from or about the Buyer.
Even though the Brokerage's primary duties may be to the seller, the Brokerage may provide many valuable customer services to the Buyer.
When providing customer service to the Buyer, the Brokerage's duties to the Buyer include:
   - the **Ethical** duty to deal fairly, honestly and with integrity;
   - the **Legal** duty to exercise due care when answering questions and providing information; and
   - the **Legal** duty to avoid misrepresentation.

   The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer.

   The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

INITIALS OF BROKERAGE: **INITIALS OF BUYER(S):**

4. **INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.

5. **FINDERS FEE:** *The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents* to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

6. **CONSUMER REPORTS: The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.**

7. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g., financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

   The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

   The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

8. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the *standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision* to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

9. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted *by means of electronic systems, in which case signatures shall be deemed to be original.* The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.

10. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act 2000, S.O. 2000, c17* as amended from time to time.

11. **SCHEDULE(S):** .... attached hereto form(s) part of this Agreement.

THE BROKERAGE AGREES TO ASSIST THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE AND TO PROVIDE CUSTOMER SERVICE TO THE BUYER IN AN ENDEAVOUR TO PROCURE THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ACCEPTABLE TO THE BUYER.

.... DATE April 12/17 Jo-Anne Smith
(Authorized to bind the Brokerage) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations *contained herein are true to the best of my knowledge, information and belief.*

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

.... (Seal) DATE Apr 12/17
(Signature of Buyer)

.... (Seal) DATE ....
(Signature of Buyer)

Address ....

....
Tel. No. FAX No.

DECLARATION OF INSURANCE

The broker/salesperson Jo-Anne Smith
(Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

....
(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT

The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a true copy of this Agreement

on the 12th **day of** April, **20** 17

.... Date: Apr 12/17
(Signature of Buyer) Martin McCready

.... Date: ....
(Signature of Buyer)

OREA Ontario Real Estate Association

Working with a REALTOR®

The Oakville, Milton

Form 810
for use in the Province of Ontario

The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, drafting the offer, presenting the offer, etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: Martin McCready
(Names)

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s), I/we understand that

______________________ (Name of Brokerage)

(initial one)

____ Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

____ Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature) (Date)

(Signature) (Date)

Buyers: As buyer(s), I/we understand that

Your Choice Realty Corp.
(Name of Brokerage)

(initial one)

____ Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

x [initials] Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

[signature] April 12/17
(Signature) (Date)

(Signature) (Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.
For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

OREA Ontario Real Estate Association

Working with a REALTOR®

The Oakville, Milton

Form 810

for use in the Province of Ontario

The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, drafting the offer, presenting the offer, etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: .... (Names)

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s), I/we understand that

YOUR CHOICE REALTY CORP.
(Name of Brokerage)

(initial one)

X [initials] is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

______ is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

[signature] 13 Apr 17
(Signature) (Date)

(Signature) (Date)

Buyers: As buyer(s), I/we understand that

(Name of Brokerage)

(initial one)

______ is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

______ is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature) (Date)

(Signature) (Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.
For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

APPLICATION UNDER SECTION 129 OF THE *SECURITIES ACT*
R.S.O. 1990, c. S.5, AS AMENDED

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

AFFIDAVIT OF TAMMY DININO, DATED MAY 4th, 2017

I, Tammy Dinino, Process Server for Paper Trails Process Serving Inc., at the City of Hamilton in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. That I did receive a letter from Mark van Zandvoort, dated April 28, 2017, addressed to Martin McCready, 207 Rosewood Road, Hamilton ON L8K 3J3 (the "Demand Letter") for personal service on Martin McCready at 207 Rosewood Road, Hamilton ON L8K 3J3.
2. That I did, on April 28th, 2017 at approximately 12:40pm, attend at 207 Rosewood Road, Hamilton ON L8K 3J3 with the Demand Letter to personally serve Martin McCready. At the time of my attendance there was no answer at the door and the Demand Letter was not served.

3. That I did, on April 28th, 2017 at approximately 4:45pm, attend at 207 Rosewood Road, Hamilton ON L8K 3J3 with the Demand Letter to personally serve Martin McCready. At the time of my attendance there was no answer at the door and the Demand Letter was not served.
4. That I did, on April 28th, 2017 at approximately 5:15pm, attend at 207 Rosewood Road, Hamilton ON L8K 3J3 with the Demand Letter to personally serve Martin McCready.
5. That at the time of my third attendance I spoke with an adult male who identified himself as Martin's father, Phil McCready. When I told Phil McCready that I had a delivery for Martin McCready, he informed me that Martin was "out with the car" and that he would be fine with taking the sealed envelope addressed to Martin McCready at 207 Rosewood Road, Hamilton ON L8K 3J3 and giving it to Martin McCready when he came back home.
6. That I make this Affidavit for no improper purpose.

SWORN before me at the
City of Hamilton in the
Province of Ontario, this
4th day of May, 2017.

A Commissioner for taking Affidavits, etc.

MELISSA DARLENE JOHNSTONE, a
Commissioner, etc. Province of Ontario,
for Paper Trials Process Serving Inc.,
and for process serving only.
Expires January 6, 2020.

Tammy Dinino

Tab J

Attached is Exhibit "J" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

interest in either purchasing or managing certain Crystal Wealth Funds.

e) Maintained a public website for the Receivership Proceedings in accordance with the Commercial List E-Service Protocol.

f) Arranged for the redirection of the Company's and CLJ Everest's mail to the Receiver's office.

g) Made arrangements with insurance providers to ensure that continued coverage remains in place with respect to both the Premises and Mount Nemo Property.

MOUNT NEMO PROPERTY

179 Pursuant to the Vesting Order, the Receiver was authorized by the Court to complete, on behalf of CLJ Everest, the sale transaction contemplated by the Mount Nemo Sale Agreement.

180 CLJ Everest is the registered owner of Mount Nemo Property. At the date of the Receivership Proceedings, this property was vacant.

181 Prior to the Appointment Order, the Mount Nemo Sale Agreement was entered into by CLJ Everest and the Purchaser with a completion date for the underlying transaction of April 28, 2017.

182 On April 27, 2017, Jo-Anne Smith ("**Ms. Smith**"), Smith's sister and the listing agent for the Mount Nemo Property, informed the Receiver that the Purchaser had advised her on April 27, 2017, that the Purchaser would not be completing the purchase transaction.

183 At 9:20 a.m. and 9:21 a.m. on April 28, 2017, the Receiver attempted to contact the Purchaser by telephone at the number which Ms. Smith advised was the Purchaser's cell phone number. On both occasions, the message "Call cannot be completed as dialed" was received.

184 Accordingly, by letter to the Purchaser dated April 28, 2017, A&B advised the Purchaser that the Receiver was treating his anticipatory breaches as a repudiation of the Mount Nemo Sale Agreement, thereby discharging the Receiver from proceeding with the Mount Nemo Sale Agreement while reserving the Receiver's right to pursue damages from the Purchaser. A&B's letter to the Purchaser is attached to this Report as **Appendix "16"**.

185 To date, no response has been provided by the Purchaser, and the transaction did not proceed as contemplated by the Vesting Order.

186 The Receiver obtained the listing agreement from Ms. Smith which was in place at the time of the Appointment Order.

187 After the transaction contemplated by the Mount Nemo Sale Agreement failed to close, the Receiver corresponded with Ms. Smith, providing information with respect to the Receivership Proceedings and the Receiver's intention to conduct a formal sales process for the listing of the Mount Nemo Property (the "**Mount Nemo Listing Process**"). The Receiver invited Ms. Smith to participate in that process. On May 10, 2017, the Receiver received an executed Listing Cancellation from Ms. Smith to allow the Receiver to conduct the Mount Nemo Listing Process.

188 Between April 28, 2017 and May 1, 2017, the Receiver researched and compiled a short-list of seven (7) real estate agents/brokers with extensive experience in marketing and selling rural estate properties in the Burlington and surrounding areas, including Ms. Smith (the "**Prospective Brokers**").

189 On May 2, 2017, the Receiver distributed a request for proposals (the "**Request for Proposals**" or "**RFP**") via email to the Prospective Brokers outlining: the appointment of the Receiver, the contents of the Mount Nemo Listing Process, and the request for each Prospective Broker to submit a proposal outlining, among other things, such Brokers' experience in the related market, a strategic marketing plan with timelines, as well as indications of value of the Mount Nemo Property, by 5:00 PM EST on May 9, 2017. The Receiver also included a confidentiality agreement, to be executed by the Prospective Brokers, along with preliminary information with respect to the Mount Nemo Property in the RFP. On May 6, 2017, a copy of the RFP was provided to Ms. Smith, inviting her to participate in the RFP conducted by the Receiver. A copy of the RFP is attached hereto as **Appendix "17"**.

190 Between May 2, 2017 and May 9, 2017, the Receiver received expressions of interest from four (4) Prospective Brokers (the "**Interested Brokers**"), one (1) response indicating a proposal would not be submitted, and two (2) Prospective Brokers did not respond. Of the four Interested Brokers, the Receiver obtained three executed confidentiality agreements.

191 On May 8, 2017, the Receiver provided on-site access to the Mount Nemo Property to the three Interested Brokers who submitted confidentiality agreements. During the on-site visit, the Receiver gave tours of the Mount Nemo Property and responded to questions with respect to the Receivership Proceedings and the Mount Nemo Sale Process.

192 On May 9, 2017, RFP submissions from the Interested Brokers were received. A proposal was not received from Ms. Smith. After review of the proposals received from the Interested Brokers, the Receiver selected and notified the successful broker on May 18, 2017, being RE/MAX Aboutowne Realty Corp., Brokerage (the "**Broker**"). A summary of the proposals received is attached to this First Report as **Confidential Appendix "2"**. The Receiver selected the Broker due to its extensive experience selling similar real estate in the Burlington and surrounding area, its competitive commission structure, and its detailed marketing plan to prepare and execute the sale of the Mount Nemo Property.

193 On June 8, 2017, the Receiver entered into an MLS listing agreement with the Broker (the "**Listing Agreement**") which is attached to this First Report as **Confidential Appendix "3"**. The Mount Nemo Property is currently listed for $3,399,000.

COMMUNICATIONS WITH INVESTMENT ADVISORS

194 On May 1, 2017, the Receiver obtained a listing of eight (8) individuals, including Smith, then registered and/or acting for the Crystal Wealth Funds as investment advisors, consultants, referral sources, and/or portfolio managers (the "**Investment Advisors**"). Of the Investment Advisors, the following seven (7) individuals were determined to be registered representatives of Crystal Wealth:

a) Smith;

b) Bentley;

c) Housego;

d) Scott Whale ("**Whale**");

e) Tim Johnston ("**Johnston**");

f) Sameer Azam ("**Azam**"); and

Tab K

Attached is Exhibit "K" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Court File No. CV- 17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 30th DAY
	)	
JUSTICE HAINEY	)	OF JUNE, 2017
	)	
	)	

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

APPLICATION UNDER SECTION 129 OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

ORDER

THIS MOTION, made by Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") "), without security, of all of the assets, undertakings and properties of each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("**Chrysalis Yoga**") (each of the Respondents except for Chrysalis Yoga being individually and collectively, the "**Crystal Wealth Group**"), for an Order, *inter alia*: (i) approving the First Report of the Receiver dated June 22, 2017 (the "**First Report**") and the activities of the Receiver set out in the First Report; (ii) approving the Supplement to the First Report of the Receiver dated June 29, 2017 (the "**Supplement to the First Report**") and the activities of the Receiver set out in the Supplement to the First Report; (iii) sealing certain appendices to the First Report and the Supplement to the First Report (the "**Confidential Appendices**") until further Order of the Court; (iv) approving the Receiver's reliance on the Unit Holder Listing (as defined in the First Report) to make interim distributions of the proceeds obtained from the divestiture of certain assets of Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, and Crystal Wealth Retirement One Fund (collectively, the "**Crystal Wealth Funds**"), where possible, to investors in the Crystal Wealth Funds; (v) approving the Sales Process (the "**Sales Process**") as defined and described in the First Report and authorizing the Receiver to carry out its functions in accordance with the Sales Process; (vi) approving the Receiver's interim statement of receipts and disbursements for the period from April 26, 2017 to May 31, 2017 (the "**Receiver's Interim R&D**"); and (vii) approving the fees and disbursements of the Receiver and its counsel, Aird & Berlis LLP, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report, including the affidavit of Jonathan Krieger sworn June 21, 2017 (the "**Krieger Affidavit**"), and the affidavit of Steven L. Graff sworn June 22, 2017 (the "**Graff Affidavit**"), the Supplement to the First Report, and on hearing the submissions of counsel for the Receiver, counsel for the Ontario Securities Commission, and of the Respondent, Clayton Smith, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Diana Saturno sworn June 22, 2017, filed,

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

2. **THIS COURT ORDERS** that the First Report and the Supplement to the First Report, and the activities of the Receiver described therein be and are hereby approved.

3. **THIS COURT ORDERS** that the Confidential Appendices be and are hereby sealed until further Order of the Court.

4. **THIS COURT ORDERS** that the Sales Process, as defined and described in the First Report, be and is hereby approved.

5. **THIS COURT ORDERS** that the Receiver may rely on the Unit Holder Listing (as defined in the First Report) to make distributions, without further approval of the Court, of the proceeds obtained from the divestiture of certain assets of the Crystal Wealth Funds to investors of the Crystal Wealth Funds.

6. **THIS COURT ORDERS** that the Receiver's Interim R&D, as described in the First Report, be and is hereby approved.

7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, as described in the First Report and as set out in the Krieger Affidavit, be and are hereby approved.

8. **THIS COURT ORDERS** that the fees and disbursements of Aird & Berlis LLP, counsel to the Receiver, as described in the First Report and as set out in the Graff Affidavit, be and are hereby approved.

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

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

11. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the

within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUN 3 0 2017

PER / PAR:

ONTARIO SECURITIES COMMISSION -and- **CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED et al.**

Applicant

Short Title of Proceedings

Respondents

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

ORDER

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

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Lawyers for Grant Thornton Limited, in its capacity as Receiver and Manager of Crystal Wealth Management System Limited, Clayton Smith, Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund, CLJ Everest Ltd., and 1150752 Ontario Limited

Tab L

Attached is Exhibit "L" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

MOUNT NEMO PROPERTY

468 As outlined in the First Report, on June 8, 2017, the Receiver entered into an MLS listing agreement with RE/MAX Aboutowne Realty Corp., Brokerage (the "**Broker**") effective until October 31, 2017 (the "**Listing Agreement**").

469 Prior to listing the Mount Nemo Property, the Receiver performed the following activities to prepare the Mount Nemo Property for sale:

a) arranged for and retained a third-party to open and maintain the pool and waterfall located on the Mount Nemo Property;

b) engaged a third party landscaping company to provide grass cutting and general maintenance and landscaping services for the Mount Nemo Property; and

c) ensured adequate security was in place.

470 On July 12, 2017, the Mount Nemo Property was listed for $3,399,000 on the Oakville/Milton, Hamilton/Burlington, and Toronto District Real Estate Board in addition to various other online real estate websites. The Receiver elected to begin listing the Mount Nemo Property at this price as it represented the approximate amount of the Purchaser's offer as contained in the Mount Nemo Sale Agreement.

471 Beginning the week ending July 17, 2017, the Broker provided the Receiver with periodic updates outlining, among other things: (i) the number of showings; (ii) the internet traffic on various websites; (iii) general updates on the condition of the Mount Nemo Property; and (iv) the status of any past or future showings.

472 Due to the minimal interest in the Mount Nemo Property and the fact that minimal showings were arranged and no offers had been received, the Receiver executed an amendment to the Listing Agreement dated August 30, 2017 which reduced the listing price of the Mount Nemo Property to $3,199,000 (a reduction of $200,000) (the "**First Amendment**").

473 On October 31, 2017, the Listing Agreement with the Broker expired. On November 2 and November 3, 2017, the Receiver notified the Broker that it would not be renewing the Listing Agreement. The Receiver's decision resulted from the fact that no offers were

received despite the Property having been listed for six months, and given that only a minimal amount of showings were conducted.

474 The Receiver contacted another broker, Sotheby's International Realty Canada ("**Sotheby's**"), who had submitted a proposal as part of the Receiver's Request for Proposals process discussed in the First Report, to inquire if Sotheby's remained interested in listing the Mount Nemo Property.

475 In the RFP process, the Receiver had ranked Sotheby's proposal behind that of the Broker, however, the Sotheby's proposal highlighted: (i) its extensive experience selling similar real estate in the Burlington and surrounding area; (ii) a competitive commission structure; (iii) detailed and real time reporting tools and functionality; and (iv) a detailed marketing plan to prepare and execute the sale of the Mount Nemo Property.

476 On November 6, 2017, the Receiver entered into an MLS listing agreement with Sotheby's (the "**Sotheby's Listing Agreement**") which is attached to this Second Report as **Confidential Appendix "8"**.

Tab M

Attached is Exhibit "M" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

12 Accordingly, this Third Report is a limited purpose report, and a more detailed report addressing other matters which have taken place subsequent to the Second Report and Second Report Supplement will be filed in due course.

RESTRICTIONS AND TERMS OF REFERENCE

13 In preparing this Third Report, the Receiver has relied upon unaudited and certain audited financial information, the Crystal Wealth Group's books and records, certain financial information obtained by third parties, and discussions with various individuals (collectively, the "**Information**"). Except as described in this Third Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

14 This Third Report has been prepared for the use of this Court to provide general information and an update relating to the Receivership Proceedings for the purpose of assisting the Court in making a determination as to whether to approve the relief sought in the Receiver's Notice of Motion dated May 3, 2018. This Third Report should not be relied on for any other purpose. The Receiver will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this Third Report contrary to the provisions of this paragraph.

15 Capitalized terms not defined in this Third Report are as defined in the First Report, the Second Report, and in the Second Report Supplement. All references to dollars are in Canadian currency unless otherwise noted.

16 Copies of materials filed in these Receivership Proceedings are available on the Receiver's Case Website at: www.GrantThornton.ca/CrystalWealth.

MOUNT NEMO PROPERTY

Sale Pending at the Date of Receivership

17 As explained in the First Report, the Receiver was authorized by the Court to complete, on behalf of the Respondent, CLJ Everest (the registered owner of the Mount Nemo Property), the McCready Sale Transaction pursuant to and in accordance with the McCready APS which had been entered into between CLJ Everest and McCready. The

completion date for the underlying transaction was April 28, 2017.

18 On April 27, 2017, Jo-Anne Smith ("**Ms. Smith**"), Smith's sister and the listing agent for the Mount Nemo Property at that time, informed the Receiver that McCready had advised her on April 27, 2017, that McCready would not be completing the McCready Sale Transaction.

19 The Receiver subsequently attempted to contact McCready by telephone at the number which Ms. Smith advised was McCready's cell phone number. On both occasions, the message *"call cannot be completed as dialed"* was received.

20 Accordingly, by letter to McCready dated April 28, 2017, counsel to the Receiver, Aird & Berlis LLP ("**A&B**"), advised McCready that the Receiver was treating his anticipatory breaches as a repudiation of the McCready APS, thereby discharging the Receiver from proceeding with the sale while reserving the Receiver's right to pursue damages from McCready.

21 To date, no response has been provided by McCready.

Mount Nemo Listing Process and the First Listing Broker

22 After the McCready Sale Transaction failed to close, the Receiver requested from Ms. Smith any and all information relating to the Mount Nemo Property, as it was the Receiver's intent to conduct a formal sales process for the listing of the Mount Nemo Property (the "**Mount Nemo Listing Process**"). After receiving limited information from Ms. Smith, on May 10, 2017, the Receiver received an executed Listing Cancellation from Ms. Smith thereby allowing the Receiver to conduct the Mount Nemo Listing Process.

23 The First Report detailed the Mount Nemo Listing Process, which included: (i) researching and compiling a short-list of real estate agents/brokers with extensive experience in marketing and selling rural estate properties in the Burlington and surrounding areas; (ii) conducting a request for proposal process under confidentiality provisions; and (iii) evaluating submissions received from real estate agents/brokers.

24 The Mount Nemo Listing Process ultimately led to RE/MAX Aboutowne Realty Corp., Brokerage ("**RE/MAX**") being selected as the listing agent. The summary of the proposals received, which was attached to the First Report as a confidential appendix, is attached

hereto as **Confidential Appendix "2"**.

25 On June 8, 2017, the Receiver entered into an MLS listing agreement with RE/MAX effective until October 31, 2017. After the completion of certain services relating to grounds keeping and proper maintenance for the pool, the Mount Nemo Property was listed on July 12, 2017 for $3,399,000. The Receiver elected to begin listing the Mount Nemo Property at this price as it represented the approximate amount of the purchase price contained in the McCready APS.

26 Beginning the week ending July 17, 2017, RE/MAX provided the Receiver with periodic updates outlining, among other things: (i) the number of showings; (ii) the internet traffic on various websites; (iii) general updates on the condition of the Mount Nemo Property; and (iv) the status of any past or future showings.

27 Due to the minimal interest in the Mount Nemo Property and the fact that minimal showings were arranged and no offers had been received, the Receiver executed an amendment to the Listing Agreement dated August 30, 2017 which reduced the listing price of the Mount Nemo Property to $3,199,000 (a reduction of $200,000) (the "**First Amendment**").

28 On October 31, 2017, the Listing Agreement with RE/MAX expired. On November 2 and November 3, 2017, the Receiver notified RE/MAX that it would not be renewing the Listing Agreement. The Receiver's decision resulted from the fact that no offers were received despite RE/MAX having the opportunity to sell the Mount Nemo Property for almost five months, and given that only a minimal amount of showings were conducted.

The Second Listing Broker

29 The Receiver contacted another broker, Sotheby's International Realty Canada ("**Sotheby's**"), who had submitted a proposal as part of the Receiver's Request for Proposals process discussed in the First Report, to inquire if Sotheby's remained interested in listing the Mount Nemo Property.

30 In the RFP process, the Receiver had ranked Sotheby's proposal behind that of RE/MAX, however, the Sotheby's proposal highlighted: (i) its extensive experience selling similar real estate in the Burlington and surrounding area; (ii) a competitive commission structure; (iii) detailed and real time reporting tools; and (iv) a detailed marketing plan to prepare and execute the sale of the Mount Nemo Property.

31 On November 6, 2017, the Receiver entered into an MLS listing agreement with Sotheby's (the "**Sotheby's Listing Agreement**") effective until April 1, 2018 (which was subsequently extended to July 1, 2018). The Sotheby's Listing Agreement was attached to the Second Report as a confidential appendix and is attached hereto (along with the amendment to same) as **Confidential Appendix "3"**. With the downward trends being noticed in the real estate market, and specifically in Burlington, the Mount Nemo Property was listed at $2,900,000 (a further reduction of $299,000). Due to the need to create marketing materials prior to listing on the Multiple Listing Service, the Mount Nemo Property was listed on an exclusive basis for a short period of time; this allowed Sotheby's to commence contacting their client base immediately.

32 Over the course of the listing period, the Mount Nemo Property was advertised in the following media, along with a targeted email campaign, and professionally created property brochures, floor plans, video and related collateral:

a) sothebysrealty.ca and sothebysrealty.com

b) countrylife.co.uk

c) homeadverts.com

d) house24.ilsole24ore.com

e) jameslist.com

f) luxuryestate.com

g) PropGoLuxury.com

h) real-buzz.com

i) realtor.ca

j) Sotheby's Insight Magazine

k) *West of the City 2018*

33 The April 16, 2018 marketing update from Sotheby's (the "**April 16, 2018 Sotheby's Update**") indicated 3,373 views on the www.sothebysrealty.ca website and 45,563

impressions, the latter of which means the number of times the listing appeared on a search results page on the www.sothebysrealty.ca website. This same update indicated:

a) The top five cities from which searches were performed were: (i) unidentified but with a ".ca" address; (ii) Toronto; (iii) Burlington; (iv) Oakville; and (v) Mississauga.

b) The top five countries from which searches were performed were: (i) Canada; (ii) United States; (iii) Hong Kong; (iv) France; and (v) the United Kingdom.

34 The April 16, 2018 Sotheby's Marketing Update also indicated that during the period November 15, 2017 to March 16, 2018, there were 20 separate showings of the Property.

35 The Receiver notes that Sotheby's also provided market data for the second quarter of 2017 to the fourth quarter of 2017 from the Toronto Real Estate Board specific to rural Burlington which is attached hereto as **Confidential Appendix "4"**. It is noted that there is a general downward trend with properties being on the market longer, the number of listings and transactions having decreased and the average and medium selling prices having materially decreased. On May 2, 2018, Sotheby's advised the Receiver that such market data for the first quarter of 2018 is not yet available.

Offers Received

36 A summary of the offers ("**Summary of Offers**") received is attached hereto as **Confidential Appendix "5"**. The comments provided in the Summary of Offers indicates the principal issues regarding each offer to which the Receiver attempted to negotiate in order to arrive at an offer that was appropriate to accept subject only to approval of this Court.

37 Sotheby's indicated that there were other interested parties who did not submit offers as they were not willing to offer a purchase price as high as that which is contained in the Palmer APS. The primary concerns raised by these parties included: (i) the size of the property; (ii) the ability for a purchaser to change the current zoning to a different permitted use; (iii) the structural integrity of the barn located on the property; (iv) the amount of repairs to the house which would be required, depending on the preference of a purchaser; (v) and the general condition of the property. Email correspondence dated April 6, 2018 from Andrew Cowan (the real estate agent of Palmer) and email correspondence dated February 20, 2018 from one of the previous offerors both identify certain concerns over

the property illustrating the foregoing points, and are collectively attached hereto as **Confidential Appendix "6"**.

38 When taking the foregoing into account and related costs thereof, the interested parties were considering offers generally around the range of the initial offering prices as noted in the Summary of Offers, all of which were less than the purchase price contained in the Palmer APS.

39 After receiving an initial offer from Palmer and various sign-backs thereof, negotiations ceased as he was unwilling to delete a number of his conditions.

40 However, on April 2, 2018, Palmer submitted another offer, this time reducing the number of conditions. Negotiations recommenced whereby Palmer showed the seriousness of his interest, including through his obtaining professional assessments on the condition of the Mount Nemo Property. Such further negotiations culminated in the Receiver and Palmer agreeing on price and terms which led to the acceptance of an offer on April 11, 2018, subject only to a two business day period for Palmer to review such items as zoning, permitted uses, and easements with relevant authorities including the Niagara Escarpment Commission, the Halton Conservation Authority and the City of Burlington. Palmer subsequently requested the conditional date to be extended from two business days to April 23, 2018. The Receiver agreed, and the parties executed an amendment to the Palmer APS dated April 17, 2018 to give effect to the aforesaid extension.

41 On April 23, 2018, Palmer gave notice to the Receiver that all conditions of the Palmer APS had been fulfilled resulting in the Palmer APS becoming firm.

42 The Receiver recommends and seeks approval of the Palmer APS from this Court, given: (i) the failed McCready Sale Transaction; (ii) that the Receiver, and RE/MAX and Sotheby's on the Receiver's behalf, has conducted a thorough sales and marketing process for approximately 10 months during the Receivership Proceedings; (iii) that the offers received and offers being considered by other interested parties were all in relatively the same price range, being less than the purchase price contained in the Palmer APS; and (iv) the downturn in the real estate market for rural properties.

43 A sealing order is requested with respect to the Confidential Appendices, as they contain sensitive commercial information concerning the Receiver's marketing and sale of the

Mount Nemo Property, the release of which could prejudice the stakeholders of the Crystal Wealth Group should the Palmer APS Transaction fail to close.

DISTRIBUTION OF PROCEEDS FROM THE PALMER APS TO HOME TRUST

44 Home Trust Company ("**Home Trust**") is the first mortgagee in regards to the Mount Nemo Property. On June 19, 2017, Home Trust issued a Notice of Sale Under Charge ("**Notice of Sale**"), a copy of which is attached hereto as **Appendix "10"**, pursuant to a default by CLJ Everest in regard to payment of monies due under a certain charge dated January 16, 2015 and made between CLJ Everest and Home Trust. Pursuant to the Notice of Sale Under Charge, notice was given that the amount due on the charge for principal money, interest, taxes, and costs, respectively, was $1,324,014.

45 On June 20, 2017, A&B corresponded with Home Trust advising them of the stay of proceedings pursuant to the Appointment Order. A copy of A&B's letter is attached hereto as **Appendix "11"**. On a periodic basis since the issuance of this letter, the Receiver has kept Home Trust advised of the activity with respect to listing the Mount Nemo Property.

46 The Receiver seeks authorization of the Court as part of the relief sought herein to make distributions from the sale proceeds of the Palmer Sale Transaction to the registered mortgagee, Home Trust, without further order of the Court, in satisfaction of the discharge of Home Trust's mortgage registered on title to the Mount Nemo Property, provided that the Receiver is satisfied as to the validity of the mortgage and amounts claimed.

SALE OF GEODATA AND SSI PARTICIPATIONS

47 As outlined in the Receiver's previous reports, the Medical Fund invested in, among other things, Medical Factoring Contracts (as defined below) which were administered by Xynergy Medical Capital LLC ("**Xynergy**"). In these arrangements, Xynergy would enter into contracts (the "**Medical Factoring Contracts**") to purchase healthcare receivables (after purchase, invoices are referred to as "**Purchased Medical Receivables**") from operating businesses in the United States and Puerto Rico ("**Clients**") for a discount and service fees.

48 Once the medical receivables were purchased by Xynergy, Xynergy would take an assignment of the Purchased Medical Receivables and ultimately collect the amounts owing under the invoices (the "**Invoice Principal**") from the underlying debtors. Once the

Tab N

Attached is Exhibit "N" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.

SHAKARA JOHN

CLJ Everest Ltd. - 5043 Mount Nemo Crescent
Summary of Offers Received
Prepared as at April 23, 2018

No	Purchaser	Represented by:	Offer Form	Initial Offer Price	Comments
1.	Altaf Soorty	Sotheby's International Realty Canada	- Agreement of Purchase and Sale signed and dated January 14, 2018.	$1,500,000	- Various negotiations and sign-backs resulted in the last offer amount from this purchaser being $2,000,000. The last sign-back by the Receiver at $2,100,000 was not accepted by the purchaser. - The purchaser was not willing to enter into further negotiations as they had concerns regarding easements and zoning, particularly as it pertained to the ability to build in the barn.
2.	Ivar Eggja	Keller Williams Realty	- Agreement of Purchase and Sale signed and dated February 28, 2018.	$1,700,000	- The purchaser's principal condition was that of obtaining financing. - The purchaser was not willing to increase their initial offering price. Accordingly, the Receiver did not pursue negotiations.
3.	John Vlahovic and Brenda Vlahovic	Keller Williams Realty	- Agreement of Purchase and Sale signed and dated March 28, 2018.	$2,000,000	- The purchaser's offer contained various conditions to include sewage and septic assessments, bacteriological analysis of drinking water, and the arrangement of insurance. - The most uncertain condition was the purchaser selling another property no later than August 15, 2018. - Various negotiations resulted in the offering price being increased to $2,100,000. However, all of the conditions remained. - Due to the long conditional period (although marketing the property would continue with a 72 hour period where the purchaser could waive all conditions if another offer was received), the Receiver did not pursue further negotiations.
4.	Daniel Palmer	RE/MAX Hallmark York Group Realty Ltd.	- Agreement of Purchase and Sale signed and dated March 15, 2018.	$1,700,000	- The purchaser's offer contained various conditions to include solicitor review, building and other chattel/fixtures assessments, sewage and septic assessments, water and pump adequacy assessment, zoning review, environmental review and other minor conditions. - The Receiver and the purchaser negotiated price and terms which led to the acceptance of an offer on April 11, 2018 for $2,100,000 subject only to a two business review by the purchaser of zoning, permitted uses, easements, etc. with relevant authorities to include the Niagara Escarpment Commission, the Halton Conservation Authority and the City of Burlington. - The purchaser subsequently requested the conditional date to be changed from two business days to April 23, 2018. The Receiver agreed. - On April 23, 2018, the purchaser waived all conditions resulting in the agreement of purchase and sale becoming firm.

Tab O

Attached is Exhibit "O" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE JUSTICE MYERS	)))))	MONDAY, THE 11th DAY OF DECEMBER, 2017

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

APPLICATION UNDER SECTION 129 OF THE SECURITIES ACT R.S.O. 1990, c. S.5, AS AMENDED

ORDER

THIS MOTION, made by Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("**Chrysalis Yoga**") (each of the Respondents except for Chrysalis Yoga being individually and collectively, the "**Crystal Wealth Group**"), for an Order, *inter alia*, approving the Second Report of the Receiver dated November 24, 2017 (the "**Second Report**") and the activities of the Receiver set out in the Second Report, and for other relief requested by the Receiver in its Notice of Motion dated November 24, 2017, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report, including the affidavit of Jonathan Krieger sworn November 17, 2017 (the "**Krieger Affidavit**"), and the affidavit of Mark van Zandvoort sworn November 22, 2017 (the "**van Zandvoort Affidavit**"), and on hearing the submissions of counsel for the Receiver and such other counsel who were present, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Colette Dillard sworn November 24, 2017, filed,

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the Receiver's motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the Second Report and the activities of the Receiver described therein be and are hereby approved.

3. **THIS COURT ORDERS** that the Confidential Appendices be and are hereby sealed until further Order of the Court.

4. **THIS COURT ORDERS** that the Receiver's resolution of the amended proof of claim filed by BDO Canada LLP ("**BDO**"), and the BDO Agreement (as defined in the Second Report), be and are hereby approved;

5. **THIS COURT ORDERS** that the Receiver's methodology and proposal to make interim distributions to investors of certain Crystal Wealth Funds (as defined in the Second Report) (the "**Investors**"), as set out in the Second Report, be and is hereby approved, and that the Receiver is hereby authorized to make such interim distributions to Investors.

6. **Deleted.**

7. **THIS COURT ORDERS** that each of the following entities and/or individuals be and is hereby specifically directed to provide the Receiver and its counsel, Aird & Berlis LLP ("**A&B**"), with all information previously sought from each of them in writing by or on behalf of the Receiver that remains still outstanding:

(i) Jerry Froese ("**Froese**") – President & CEO of Frontline Factoring Inc. ("**Frontline**");

(ii) Alberto Storelli, Brian Peoples; and Joe Harker as it relates to their involvement in the US Real Estate LP (defined and described in the Second Report);

(iii) Craig Clydesdale ("**Clydesdale**") – principal of the OOM Energy Group (defined in the Second Report);

(iv) Kari Gillespie ("**Gillespie**") – Operations Manager of Liberty Mortgage Services Ltd.;

(v) Stephen Miller ("**Miller**") – a representative of MGE Corporation Limited;

(vi) Chuck Pinnell – Principal of 611802 B.C. Ltd.; and

(vii) Stan Spletzer – Principal of Solid Holdings Inc.

8. **Deleted.**

9. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to examine the following individuals under oath pursuant to a summons, interprovincial summons, or letter of request as the case may be. (The Receiver may apply without notice for any authorization or letter of request that it may require to compel the witnesses' attendance.)

(i) Al Housego, the former Lead Portfolio Strategist for certain of the Crystal Wealth Funds ("**Housego**");

(ii) Clayton Smith ("**Smith**");

(iii) Joanne Bentley;

(iv) Clydesdale;

(v) Gillespie;

(vi) Miller;

(vii) Steven Bandola, a former employee of Frontline;

(viii) Pinnell; and

(ix) Alan Braun – Principal of Onstar Exploration Ltd.

10. **THIS COURT ORDERS** that the Receiver be and is authorized to examine the following individuals under oath in accordance with paragraph 6(s) of the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated April 26, 2017 (the "**Appointment Order**"):

(i) Froese;

(ii) David DenHollander, the President of 647497 B.C. Ltd.;

(iii) Jeffrey Maljaars, Principal of 1566496 Alberta Ltd.

(iv) Darcy Pahl, President of Dome Mountain Resources of Canada Inc.; and

(v) Robert Maljaars, previous signing authority of Dome Mountain Resources of Canada Inc.

11. **THIS COURT ORDERS** that Frontline pay to the Receiver the sum of $53,094.02 representing payments received by Frontline from Zomongo TV, Advanced Metal, 156 Alberta and Restoration Energy (as such entities are defined in the Second Report), which payments have yet to be remitted to the Receiver in trust for the Factoring Fund and Hedge Fund contrary to the FPAA (as defined in the Second Report).

12. **THIS COURT ORDERS** that the Quiver MOU Amendments executed by the Receiver and Quiver (as those terms are defined in the Second Report) be and are hereby approved.

13. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements through to October 31, 2017, as appended to the Second Report, be and is hereby approved.

14. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period June 1, 2017 to September 30, 2017, as described in the Second Report and as set out in the Krieger Affidavit, be and are hereby approved, and that the allocation of the Receiver's fees and disbursements from April 24, 2017 to September 30, 2017, as described and detailed in the Second Report, be and is hereby approved.

15. **THIS COURT ORDERS** that the fees and disbursements of Aird & Berlis LLP, counsel to the Receiver, for the period June 1, 2017 to September 30, 2017, as described in the Second Report and as set out in the van Zandvoort Affidavit, be and are hereby approved, and that the allocation of A&B's fees and disbursements from April 24, 2017 to September 30, 2017, as described and detailed in the Second Report, be and is hereby approved.

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

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

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

19. **THIS COURT ORDERS AND DECLARES** that this Order is subject to provisional execution.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

DEC 13 2017

PER / PAR:

ONTARIO SECURITIES COMMISSION -and- **CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED et al.**

Applicant

Respondents

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

ORDER

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Lawyers for Grant Thornton Limited, in its capacity as Receiver and Manager of Crystal Wealth Management System Limited, Clayton Smith, Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund, CLJ Everest Ltd., and 1150752 Ontario Limited

Tab P

Attached is Exhibit "P" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 15th DAY
	)	
JUSTICE PATTILLO	)	OF MAY, 2018

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

APPLICATION UNDER SECTION 129 OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

ORDER

THIS MOTION, made by Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") of: (i) each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("**Chrysalis Yoga**") (the Respondents except for Chrysalis Yoga being collectively referred to as the "**Crystal Wealth Group**"); and (ii) the account of the Respondent, Chrysalis Yoga, No. 87296 00518 10 at Bank of Nova Scotia (the "**Chrysalis Account**"), for an Order, *inter alia*, approving the Third Report of the Receiver dated May 3, 2018 (the "**Third Report**") and the Supplement to the Third Report of the Receiver dated May 14, 2018 (the "**Third Report Supplement**") and the activities of the Receiver set out in each of the Third Report and Third Report Supplement; and (ii) sealing the confidential appendices to the Third Report (the "**Confidential Appendices**"), and for other relief requested by the Receiver in its Notice of Motion dated May 3, 2018, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report and the Third Report Supplement and on hearing the submissions of counsel for the Receiver and such other counsel who were present, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service of Diana Saturno sworn May 3, 2018 and May 14, 2018, filed,

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion, the Receiver's motion record, and the Third Report Supplement is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the Third Report and the Third Report Supplement, and the activities of the Receiver described in each of them, be and are hereby approved.

3. **THIS COURT ORDERS** that the Confidential Appendices be and are hereby sealed until further Order of the Court, except that the Palmer APS (as defined in the Third Report) shall be unsealed upon the completion of the transaction contemplated by the Palmer APS.

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

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

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

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAY 15 2018

PER / PAR: jl

BAwello, J.

ONTARIO SECURITIES COMMISSION -and- **CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED et al.**

Applicant

Respondents

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

ORDER

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Lawyers for Grant Thornton Limited, in its capacity as Receiver and Manager of Crystal Wealth Management System Limited, Clayton Smith, Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund, CLJ Everest Ltd., and 1150752 Ontario Limited

Tab Q

Attached is Exhibit “Q” Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

OREA Ontario Real Estate Association

Agreement of Purchase and Sale

Toronto Real Estate Board

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 11 day of April 20 18

BUYER, Daniel Palmer (Full legal names of all Buyers), agrees to purchase from

SELLER, Grant Thornton Limited **See Schedule A for Full Seller Name** (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 5043 Mount Nemo Cres

fronting on the East side of Mount Nemo Crescent

in the Town of Burlington

and having a frontage of .... more or less by a depth of .... more or less

and legally described as CON 4 NS PART OF PT LOT 1 RP 20R16429 PARTS 1 2 AND 3

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN$) 2,100,000.00

Two Million One Hundred Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN$) 100,000.00

by negotiable cheque payable to Sotheby's International Realty Canada, Brokerage "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A , B, C **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 5:00 p.m. on the 12 day of April 20 18, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the .... day of See Schedule 'A' 20 .... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): DP **INITIALS OF SELLER(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 905-844-1747 (For delivery of Documents to Seller)
FAX No.: 905-841-6018 (For delivery of Documents to Buyer)

Email Address: amawazkhan@sothebysrealty.ca (For delivery of Documents to Seller)
Email Address: info@susancowen.com (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:**

All chattels, fixtures, and other items located on site as of the date of execution of this Agreement of Purchase and Sale, which are to be documented by the Listing Agent and Cooperating Agent, in the presence of each other,taking pictures immediately after the execution of this Agreement of Purchase and Sale.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees *to assume the rental contract(s), if assumable:*

Hot water heater (if rental)

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in (included in/in addition to) the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): DS TDP **INITIALS OF SELLER(S):**

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 18 day of April, 20 18, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (single family residence) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): DS TD **INITIALS OF SELLER(S):**

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): DS **INITIALS OF SELLER(S):**

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

DocuSigned by:

(Witness) (Buyer) BCF67BC2BA7D4BA... (Seal) DATE Apr 11, 2018 | 3:33 P

(Witness) (Buyer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), *from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.*

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Grant Thornton Limited in its capacity as Court-appointed Receiver of (Witness) CLJ Everest Ltd. (Seller) per: (Seal) DATE April 12, 2018

and not in its personal or (Witness) Corporate capacity (Seller) (Seal) DATE

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 11 a.m./p.m. this 12th day of April, 2018.

(Signature of Seller ~~or Buyer~~)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Sotheby's International Realty Canada Tel.No. (905) 845-0024

Ayesha Mawaz-Khan
(Salesperson / Broker Name)

Co-op/Buyer Brokerage RE/MAX Hallmark York Group Ltd. Tel.No. (905) 727-1941

Andrew Cowen
(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of *Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.*

(Seller) DATE

(Seller) DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Email

Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of *Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.*

(Buyer) DATE

(Buyer) DATE

Address for Service

Tel.No.

Buyer's Lawyer

Address

Email

Tel.No. FAX No.

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Form 100
for use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Daniel Palmer, and

SELLER, Grant Thornton Limited **See Schedule A for Full Seller Name**

for the purchase and sale of 5043 Mount Nemo Cres Burlington

L7M 0T7 dated the 11 day of April, 20 18

Buyer agrees to pay the balance as follows:

SELLER, Grant Thornton Limited In Its Capacity As The Court-Appointed Receiver Of CLJ Everest Ltd And Not In Its Own Capacity

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

Upon acceptance of this offer, the Seller (on behalf of the owner of the property) shall deliver to the Purchaser a letter authorizing relevant authorities, including but not limited to the Niagara Escarpment Commission, the Halton Conservation Authority and the City of Burlington, to provide Purchaser with any information relating to the property, including but not limited to, zoning, permitted uses, easements, building permits and related applications, notices of non compliance, complaints re:non-compliance, orders, and any related items. This Offer is conditional upon the approval of the information found during this discovery in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6:00 p.m. TWO BUSINESS DAYS following receipt of the authorizing letter described above that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Seller agrees to provide to the Buyer any and all documentation relating to the pool being professionally opened and closed in 2017, provided such documents are in the Seller's possession. Said documents are to be provided within 24 hours of acceptance of this offer.

The Buyer shall have the right to visit the property FOUR (4) further times prior to completion at a mutually agreed upon time. Seller agrees to cooperate in providing access to the property for the purposes of these visits. Said visits are to be no longer than 1 hour in length.

This Agreement shall be completed by no later than 6:00 p.m. on the 5th business day following the date (the "Court Date" upon which the seller has received court approval (as defined in 5.1 of Schedule C hereof), which Court Date shall be no later than May 31, 2018. If, through no fault of the Buyer, this Agreement has failed to close by June 15, 2018, this Agreement shall be null and void, and the deposit returned to the Buyer in full without deduction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): DS DP **INITIALS OF SELLER(S):**

OREA Ontario Real Estate Association

Schedule
Agreement of Purchase and Sale

Form 105 for use in the Province of Ontario

Toronto Real Estate Board

This Schedule ....B..... is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Daniel Palmer, and

SELLER, Grant Thornton Limited **See Schedule A for Full Seller Name**,

for the property known as 5043 Mount Nemo Cres, Burlington

Agreement of Purchase and Sale dated April 11, 2018

The Parties to this Agreement hereby acknowledge and agree that Sotheby's International Realty Canada (the deposit holder) shall purchase a GIC on behalf of the Buyer provided that the Buyer provides his or her Social Insurance Number for use on the required Canada Revenue Agency T5 forms within seven (7) days of acceptance of this Offer and provided that an Interest Bearing Account Clause is inserted into the Offer.

Provided that said deposit is a minimum of Five Thousand Dollars ($5,000) and the completion is a minimum of sixty (60) days, the said deposit will earn interest at the then posted rate and Sotheby's International Realty Canada shall pay any interest it earns or receives on said deposit to the Buyer provided that the amount of the interest Sotheby's International Realty Canada receives is equal or greater than Fifty Dollars ($50) on the date of successful completion. The Parties to this Agreement acknowledge that Sotheby's International Realty Canada shall be entitled to retain any interest earned or retained on the deposit which is less than Fifty Dollars ($50) on the date of successful completion.

For the purposes of this notice, the term "Banking Days" shall mean any day other than Saturday, Sunday or a Statutory Holiday in the Province of Ontario. Also all references made to times and dates will be deemed to reflect Toronto, Ontario, Canada times and dates.

The Parties to this transaction acknowledge that no information provided by Sotheby's International Realty Canada is to be construed as expert legal, tax or environmental advice.

DS

Buyer/s would like Interest: NO (DP) YES ( )
If the said deposit qualifies and ~~YES, a SIN#~~ is required. (Unless YES is specifically selected, no interest will be paid) (SIN# is not required from Corporations).

Your initials acknowledge receipt of this disclosure and confirm your agreement and direction as to whether or not you would like to receive the interest earned on the deposit. The parties to this Agreement of Purchase and Sale, hereby acknowledge and agree, that the Brokerage shall be entitled to retain any interest earned or received on the deposit if the conditions precedent to payment of interest have not been satisfied. This agreement and direction for interest on deposit will supersede any existing disclosures found within this Agreement of Purchase and Sale.

DS

DP

Initials of Buyer(s)

Initials of Seller(s)

Names(s) and Social Insurance Number(s) (to be submitted with deposit upon Offer Acceptance.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

SCHEDULE "C"

SECTION 1: EVIDENCE FOR SALE

1. The Seller's obligations contained in this Agreement shall be conditional upon the Seller receiving an order of the Court in a form satisfactory to the Seller, or such other court as has jurisdiction in the matter, approving the sale of the Property to be vested in the Buyer, free and clear of all mortgages and/or security interests registered against the Property as contemplated by this Agreement (the "Court Approval").

The Seller covenants and agrees to use reasonable commercial efforts to attempt to satisfy this condition. If the sale of the Property is not approved by the Court, this Agreement shall be terminated without any penalty or liability whatsoever to the Seller or the Buyer, other than the return by the Seller to the Buyer of the Deposit, but without cost or other compensation, and each of the Seller and the Buyer shall be released from all other obligations hereunder except for the obligations of the Buyer that are specifically stated herein to survive Closing or other termination of this Agreement.

In the event that the sale of the Property is enjoined or not approved by the Court, where any part of the Property is removed from the control of the Seller by any means or process, or legal proceedings are threatened against the Seller to restrain the sale of the Property, or where the Property is redeemed in whole or in part by any party entitled thereto at law on or prior to Closing, the Seller, at its option, may terminate this Agreement without any penalty or liability whatsoever to the Seller or the Buyer, other than the return by the Seller to the Buyer of the Deposit, without deduction, and without cost or other compensation, and each of the Seller and the Buyer shall be released from all other obligations hereunder, except for the obligations of the Buyer that are specifically stated herein to survive Closing or other termination of this Agreement.

SECTION 2: CONDITION OF THE PROPERTY

2. The Buyer shall purchase the Property as it exists at the date of acceptance of this Agreement, on an "as-is, where-is" basis, without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the Property. The Seller, its Agent, or anyone else on its behalf, makes no representations or warranty with respect to any defects in workmanship, state of repair, location of structures, walls, retaining walls or fences (free standing or otherwise). The Seller shall have no responsibility whatsoever to remedy any defect, infraction, work order, deficiency notice or other notice of non-compliance or encroachments by buildings or fences on to the Property or on to adjoining properties or streets, or complete any unfinished work, whether existing as at the date of acceptance of the Agreement or coming into existence between the said date and the date of closing of the Agreement. The Buyer acknowledges that he has relied entirely upon his own inspection and investigation with respect to title matters and the quantity, quality, fitness, condition and value of the Property.

Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) do not apply hereto and have been waived by the Buyer.

DS
DP

The description of the Property contained in this Agreement is for the purposes of identification only and no representation, warranty or condition has or will be given by the Seller concerning the existence or accuracy of such description.

SECTION 3: TITLE

3. (a) The Buyer shall accept title to the Property, subject to, and whether complied with or not, any and all registered restrictions, agreements or covenants which run with the land, registered easements for the supply of utilities and services to the Property or through the Property to adjoining/adjacent properties or other easements, registered leases, rights-of-way, rights of re-entry by-laws, standard subdivision or site plan agreements (including any levies or charges payable thereunder), with the Municipality and/or Public Utility, and any encroachments.

(b) The Seller shall not be required to deliver a discharge; release or reassignment of the Mortgage, or any charge/mortgage of land, assignment, lien or other encumbrance registered against the title to the Property which would be extinguished by an order of the Court referred to in Section 1 above.

(c) The Seller shall not be required to furnish or produce any abstract, deed, declaration, municipal occupancy permit or surveyor other document or evidence of title except those in its possession.

(d) The Seller does not guarantee title to the chattels and does not warrant the condition or state of repair of the chattels. The Buyer must satisfy itself in this regard, and accept the fixtures and chattels on an "as-is, where-is" basis. The Seller shall not provide a bill of sale for any chattels or fixtures, and shall make no further adjustments or abatement in the purchase price with respect thereto. The Seller will not remove and shall not be responsible for the removal of any chattels found on the Property prior to or on the date of closing.

SECTION 4: ADJUSTMENTS

4. The Buyer shall pay to the Seller on closing, the balance of the purchase price, subject to adjustment for the current year's municipal taxes and the Seller shall not be responsible for the payment of, and there shall be no adjustment for, development fees, imposts, lot levies, local improvement charges, or sewer charges. The Seller and the Buyer agree that the adjustment, if any, for the current year's municipal taxes shall be based upon 100% of the municipal taxes for the property for the year previous to the one in which this transaction is scheduled to close, unless as at the date of this Agreement the relevant municipality has issued the final tax bill for the subject property, for the year in which this Agreement is scheduled to close, in which latter case the said adjustment shall be on the basis of the said final bill. In either case, the day of closing shall be apportioned to the Buyer.

5. The Buyer agrees to remit to the Seller within ten (10) days of receipt or credit of all tax rebates or credit adjustments of any kind applicable to the Property up to the Date of Closing and same shall remain the property of the Seller to be held in trust by the Buyer. If requested, the Buyer agrees to enter into and deliver to the Seller a tax rebate undertaking to this effect on Closing.

DS
DP

6

SECTION 5: GENERAL

6. (a) The Buyer covenants and agrees not to register Notices of this Agreement, Assignment thereof, Caution, Certificate of Pending Litigation, or any other instrument or reference to this Agreement of his /her interest in the Property. If any such registration occurs, the Seller may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Buyer hereby irrevocably consents to a court order removing any such registrations and agrees to bear all costs in obtaining such order.

(b) Notwithstanding any other clauses in this Agreement, the Seller has no knowledge and makes no representation whatsoever as to whether the Property has been insulated with Urea Formaldehyde Foam Insulation or any other type of asbestos insulation, or whether the Property contains any other substances, liquid gases or materials which may be hazardous or toxic.

(c) This Agreement, any amendments thereto, and any notices given pursuant to this Agreement of Purchase and Sale may be transmitted by telecopier or fax machine and shall be binding upon the parties hereto as if executed in the original. The Buyer agrees to deliver an executed original agreement to the Seller within two days of acceptance of this Agreement.

(d) Upon termination of this Agreement by reason of default of the Buyer, the deposit, together with any interest therein, shall be paid to the Seller by the Seller's agent, forthwith without any further direction or consent from the Buyer being required, and the Buyer shall not direct or cause or attempt to cause the Seller's agent to do otherwise.

(e) Where the provisions of this Schedule "C" conflict with or are inconsistent with any terms in the pre-printed, typed or written terms of the standard form of Agreement of Purchase and Sale and/or Schedule "A" attached thereto to which this Schedule "C" is attached, the parties agree that the provisions of this Schedule "C" shall govern and prevail.

(f) The Buyer shall not require the Seller to make any statements contemplated by section 50(22) of the *Planning Act*, R.S.O. 1990, Chapter P.13. The Buyer agrees to satisfy himself with respect to compliance with the *Planning Act*.

(g) The Buyer shall be entitled to direct title to the Property to a third party provided it gives notice to the Seller prior to the Seller obtaining the Court Approval and provided the Buyer shall not be released from its obligations hereunder until the successful completion of the subject transaction.

(h) The term "Seller" as used herein, shall have no inference or reference to the present registered owner of the Property.

(i) No insurance shall be transferred on completion of this Agreement.

(j) The Buyer acknowledges that the Seller may be unable to deliver keys to the Property on the date of closing; and agrees that the Seller will provide only such key or keys as are in its possession, when reasonably available after closing.

DS
DP

Jr

(k) The Seller shall not be obligated to provide its statutory declaration, sworn or otherwise, as to its status as a Canadian resident for purposes of s.116 of the *Income Tax Act*, and provision by it of a written statement to the effect that it is not a non-resident shall be accepted by the Buyer as satisfactory evidence of same.

(l) This Agreement shall be completed by no later than 4:30 p.m. on the date specified herein, or in any extension hereof, for completion.

(m) If any term, provision, covenant, indemnity or condition of this Agreement, including, without limiting the generality of the foregoing, this Schedule "C", or its application to any person or circumstance shall to any extent be, or be found by a competent authority to be, invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, indemnity or condition to persons or circumstances other than those to which it is, or is held to be, invalid or unenforceable, shall not be affected thereby and each term, provision, indemnity or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(n) The insertion of headings in this Schedule "C" is for convenience and case of reference only, and shall not affect the interpretation.

(o) Unless expressly provided for elsewhere in this Agreement, the Buyer is not, prior to the completion of this Agreement, entitled to enter in, on, or upon the Property, for the purposes of inspection, or otherwise, without the express written consent of the Seller, which consent may be arbitrarily withheld.

DocuSigned by:

DPalm

BCF67BC2BA7D4BA...

Witness Name:

Apr 11, 2018 | 3:33 PM PDT

Gr

DocuSign Envelope ID: FEB593C7-4AA2-4AE4-9BAB-FCF7C8362390

OREA Ontario Real Estate Association

Form 320
for use in the Province of Ontario

Confirmation of Co-operation and Representation

Toronto Real Estate Board

BUYER: Daniel Palmer

SELLER: Grant Thornton Limited **See Schedule A for Full Seller Name**

For the transaction on the property known as: 5043 Mount Nemo Cres Burlington L7M 0T7

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to included other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

a) ☑ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☑ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

☐ The Brokerage .... represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
(does/does not)

☐ by the Seller in accordance with a Seller Customer Service Agreement

or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS	DS		
BUYER	**CO-OPERATING/BUYER BROKERAGE**	**SELLER**	**LISTING BROKERAGE**

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

a) ☑ The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

a) ☑ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property 2.5% of the sale price .... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

b) ☐ *The Co-operating Brokerage will be paid as follows:*

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

RE/MAX Hallmark York Group Ltd. (Name of Co-operating/Buyer Brokerage)	Sotheby's International Realty Canada (Name of Listing Brokerage)
15004 Yonge Street Aurora	125 Lakeshore Rd E Suite 200 Oakville
Tel: (905) 727-1941 Fax: (905) 841-6018	Tel: (905) 845-0024 Fax: (905) 844-1747
DocuSigned by: [signature] AB8434E14804454... Date: Apr 11, 2018 | 3:30 PM PDT (Authorized to bind the Co-operating/Buyer Brokerage)	[signature] Date: (Authorized to bind the Listing Brokerage)
Andrew Cowen (Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage)	Ayesha Mawaz-Khan (Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS **SELLER'S INITIALS**

ACKNOWLEDGEMENT Grant Thornton Limited in its capacity as Court appointed Receiver of CLJ Everest Ltd and not in its personal or corporate capacity

I have received, read, and understand the above information.

DocuSigned by: [signature] ...D4BA... Date: Apr 11, 2018 | 3:33 PM PDT
(Signature of Buyer)

[signature] Date: April 12, 2018
(Signature of Seller)

Date:
(Signature of Buyer)

Per [signature] Date: April 12, 2018
(Signature of Seller)

OREA Ontario Real Estate Association

Amendment to Agreement of Purchase and Sale

Toronto Real Estate Board

Form 120
for use in the Province of Ontario

BETWEEN:
BUYER: Daniel Palmer
AND
SELLER: Grant Thornton Limited **See Schedule A for Full Seller Name**

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 11 day of April, 2018,

concerning the property known as 5043 Mount Nemo Cres Burlington

L7M 0T7 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

Upon acceptance of this offer, the Seller (on behalf of the owner of the property) shall deliver to the Purchaser a letter authorizing relevant authorities, including but not limited to the Niagara Escarpment Commission, the Halton Conservation Authority and the City of Burlington, to provide Purchaser with any information relating to the property, including but not limited to, zoning, permitted uses, easements, building permits and related applications, notices of non compliance, complaints re:non-compliance, orders, and any related items. This Offer is conditional upon the approval of the information found during this discovery in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6:00 p.m. TWO BUSINESS DAYS following receipt of the authorizing letter described above that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Insert:

Upon acceptance of this offer, the Seller (on behalf of the owner of the property) shall deliver to the Purchaser a letter authorizing relevant authorities, including but not limited to the Niagara Escarpment Commission, the Halton Conservation Authority and the City of Burlington, to provide Purchaser with any information relating to the property, including but not limited to, zoning, permitted uses, easements, building permits and related applications, notices of non compliance, complaints re:non-compliance, orders, and any related items. This Offer is conditional upon the approval of the information found during this discovery in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6:00 p.m., April 23, 2018, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

INITIALS OF BUYER(S): DP **INITIALS OF SELLER(S):**

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 5:00 p.m.

on the 17 day of April, 2018, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.
Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: Apr 17, 2018 | 9:20 AM PDT

(Witness) DocuSigned by: D Palen (Buyer/Seller) BCF67BC2BA7D4BA... (Seal) DATE

(Witness) (Buyer/Seller) (Seal) DATE

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Grant Thornton Limited, in its capacity as Court appointed Receiver of CLJ Everest Ltd., and not in its personal or corporate capacity (Witness) (Witness)

per (Buyer/Seller) (Seal) DATE April 17/18

(Buyer/Seller) (Seal) DATE

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 2:30 a.m./p.m. this 17 day of April, 2018.

(Signature of Seller ~~or Buyer~~)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE

(Seller) DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Email

Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by: D Palen (Buyer) BCF67BC2BA7D4BA... DATE April 17/18

(Buyer) DATE

Address for Service

Tel.No.

Buyer's Lawyer

Address

Email

Tel.No. FAX No.

Tab R

Attached is Exhibit “R” Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

From:	Ayesha Mawaz-Khan
To:	Bando, Bruce; Knight, Jason
Subject:	Fwd: 5043 Mount Nemo Cres - Offer
Date:	Friday, April 6, 2018 6:15:51 PM
Attachments:	COWEN.logo For Signature - Copy.jpg 5043 Mount Nemo Cres - April 6 Offer.pdf Schedule B.pdf Schedule C.pdf Confirmation of Cooperation and Representation.pdf

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Hi Bruce

Here is the email from the Agent for your review.

Attached is his revised offer.

Please advise

Regards
Ayesha

---------- Forwarded message ---------
From: Andrew Cowen <andrew@susancowen.com>
Date: Fri, Apr 6, 2018 at 6:08 PM
Subject: 5043 Mount Nemo Cres - Offer
To: <amawazkhan@sothebysrealty.ca>

Hi Ayesha,
Attached is our revised offer. We changed the language to be the same as your signback regarding the inclusions and the changes in Schedule A. We also deleted the clause about lawyer's review.
For your information, we have identified the following issues through our due diligence so far:

- permitted use issues and lack of a closed building permit for the renovation of the barn
- water flow issues relating to the well currently in use. The well ran dry during the test today. It did fill back up properly, but changes are needed to the water system
- state of repair of the fireplaces - fireplaces are not in a safe condition and the gas company turned off the gas to them
- state of repair of the boiler system for heating the home
- state of repair and functioning of the 2 septic systems servicing the main residence
- potential issues regarding the maintenance of the storm drain/easement area of the property, which is the responsibility of the owner
- evidence of animal/pest habitation of the attic
- potential water potability issue, further testing is required

My client is willing to accept these issues on the property, but we would like to verify some unknowns before we firm up on the property. We are hoping that open dialog with the relevant authorities, which will only happen with the written permission of the seller, will allow us to satisfy ourselves that there are no material outstanding issues relating to permitting/zoning, and that there are no outstanding orders or complaints that would need to be complied with immediately following closing. Please recognize that we have given ourselves only 2 business days following the receipt of the letter to verify this information, which we believe is very fair and will allow this deal to be competed in an expedient manner.

Regards,

Andrew Cowen

RE/MAX Hallmark York Group Ltd - Brokerage
905.727.1941 - Office
905.727.1961 - Direct
905.751.1971 - Fax

--

Ayesha Mawaz-Khan
Sales Representative

Sotheby's International Realty Canada

Sotheby's International Realty Canada
125 Lakeshore Rd East, Suite 200, Oakville, ON, L6J 1H3
o 905.845.0024 | t 1.888.413.0184 | c 905.616.9672 | f 905.844.1747

My Real Estate Story:https://www.youtube.com/watch?v=7eW5oNStKd4&t=8s

amawazkhan@sothebysrealty.ca

sothebysrealty.ca

From: Ayesha Mawaz-Khan <amawazkhan@sothebysrealty.ca>
Sent: Tuesday, February 20, 2018 5:48 PM
To: Bando, Bruce; Knight, Jason
Subject: 5043 Mount Nemo Crescent

Dear Bruce,

I hope you are well.

I am sharing an email received from someone who had a viewing at the property today. He lives in the neighbourhood with his family.

I have informed him of previous offer and interest and the demand in terms of an offer. He wanted me to share his thoughts with you so I felt it is better to attach the email for your review.

Please call me when convenient so we may discuss our options at this time.

Regards,

Ayesha Mawaz-Khan
Sales Representative

Sotheby's International Realty Canada
125 Lakeshore Rd East, Suite 200, Oakville, ON, L6J 1H3
o 905.845.0024 | t 1.888.413.0184 | c 905.616.9672 | f 905.844.1747

My Real Estate Story:https://www.youtube.com/watch?v=7eW5oNStKd4&t=8s

amawazkhan@sothebysrealty.ca

sothebysrealty.ca

---------- Forwarded message ----------
From: **Ivar Eggja** <ivar.eggja@gmail.com>
Date: Tue, Feb 20, 2018 at 5:23 PM
Subject: 5043 Mount Nemo Crescent

To: amawazkhan@sothebysrealty.ca

Ayesha,
thank you for taking the time to show me the property today.

I was surprised how deteriorated the buildings were, in addition to the bad condition of the outdoor area. The house, garage and barn is bleeding severely every day and are in desperate need of maintenance and repair. It will definitely require several 100's of thousands just to get the buildings up to move in condition and from there you are looking at further 100's of thousands to get the property up to the standard it requires to be valued at your asking price. My rough estimate is in total, depending on chosen standards and solutions, between 1M and 1,5M.

Based on this I may be interested to submit a bid tomorrow for 1,75M with more or less no condition.
My conditions will be to do a due diligence on claims towards the property and it will be based on that I will be able to get insurance of the property.
Besides that I am interested to close the deal asap or at your earliest convenience.

Let me know if your client want me to proceed or not with my bid.
I will of course respect if he is not interested and we don't have to spend more time on this.

I will be in Montreal in meetings all day tomorrow and Thursday. If you try to contact me and I don't respond please leave a message and I'll call you back.

Look forward to hear from you.

Regards,
Ivar Eggja

Cell: +1 647 802 3011

Tab S

Attached is Exhibit "S" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ONTARIO SECURITIES COMMISSION

Applicant

- and –

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND, and CHRYSALIS YOGA INC.

Respondents

Application under Section 129 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended

NOTICE OF MOTION

Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") of: (i) each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("**Chrysalis Yoga**") (the Respondents except for Chrysalis Yoga being collectively referred to as the "**Crystal Wealth Group**"); and (ii) the account of the Respondent, Chrysalis Yoga, No. 87296 00518 10 at Bank of Nova Scotia (the "**Chrysalis Account**"), will make a motion to a Judge presiding over the Commercial List at 10:00 a.m., or as soon after that time as the motion can be heard, on Monday, May 14, 2018 at the courthouse located at 330 University Avenue, Toronto, Ontario.

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

1. **THE MOTION IS FOR:**

(a) if necessary, an Order abridging the time for service and filing of this notice of motion and the Receiver's motion record or, in the alternative, validating service or dispensing with the requirement for same;

(b) an Order, substantially in the form of the draft Order attached at Tab A1 of the within Motion Record, *inter alia*: (i) approving the Third Report to the Court of the Receiver dated May 3, 2018 (the "**Third Report**"), and the activities of the Receiver set out therein; and (ii) sealing the Confidential Appendices to the Third Report until the Palmer Sale Transaction (as defined below and in the Third Report) has been completed;

(c) an Order, substantially in the form of the draft Order attached at Tab A2 of the within Motion Record, *inter alia*: (i) approving the agreement of purchase and sale dated April 11, 2018 and the amendment thereto dated April 17, 2018 between the Receiver, as vendor on behalf of CLJ Everest Ltd. ("**CLJ Everest**"), and Daniel Palmer ("**Palmer**"), as purchaser (the "**Palmer APS**"); and (ii) authorizing the Receiver to complete the sale transaction contemplated by the Palmer APS (the "**Palmer Sale Transaction**"), being the sale of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario (the "**Mount Nemo Property**") to Palmer; and (iii) vesting title in the Mount Nemo Property to Palmer free and clear of any liens, claims, and encumbrances;

(d) an Order, substantially in the form of the draft Order (the "**Draft Geodata Vesting Order**") attached at Tab A3 of the within Motion Record, *inter alia*, vesting in Xynergy Medical Capital LLC ("**Xynergy**") all of the rights, title and interests in and to the Geodata Participation (as defined in the Geodata Bill of Sale dated July 10, 2017) pursuant to the Geodata Sale Agreement (as defined in the Third Report);

(e) an Order, substantially in the form of the draft Order (the "**Draft SSI Vesting Order**") attached at Tab A4 of the within Motion Record, *inter alia*, vesting in Xynergy all of the rights, title and interests in and to the SSI Participation (as defined in the SSI Bill of Sale, as defined in the Third Report) in accordance with the SSI Bill of Sale; and

(f) such further and other relief as the Receiver's counsel may advise and this Honourable Court may permit.

2. **THE GROUNDS FOR THE MOTION ARE:**

Background

(a) pursuant to an Order of the Honourable Mr. Justice Newbould issued April 26, 2017 (the "**Appointment Order**"), GTL was appointed as the Receiver, without security, of the Chrysalis Account and of all the assets, undertakings and properties of the Crystal Wealth Group;

(b) the proceedings were commenced by way of application (the "**Application**") made by the Ontario Securities Commission under section 129 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "**Act**"), pursuant to which the Receiver was appointed;

(c) pursuant to a further Order of the Honourable Mr. Justice Newbould issued on April 26, 2017 (the "**Vesting Order**"), the Receiver was authorized to complete, on behalf of the Respondent, CLJ Everest, the sale transaction of the Mount Nemo Property to a purchaser named Martin McCready ("**McCready**") pursuant to and in accordance with an agreement of purchase and sale dated April 12, 2017 (the "**Initial Mount Nemo APS**");

(d) the Respondent, Crystal Wealth Management System Limited (the "**Company**"), created and managed the Crystal Wealth Funds, which were structured as open-ended mutual fund trusts, and distributed on an exempt basis pursuant to offering memoranda. Prior to the Appointment Order, as the investment fund manager and portfolio manager of the Crystal Wealth Funds, the Company managed the day-to-day business of the Crystal Wealth Funds and was required to make investment decisions consistent with each Fund's investment objectives;

(e) the Respondent, Clayton Smith ("**Smith**"), was the directing mind, and sole officer and director of the Company, and holds a controlling interest in the shares of the Company;

(f) the Respondent, CLJ Everest, is Smith's holding company. Smith is the sole shareholder, officer and director of CLJ Everest;

(g) the circumstances leading to the Receiver's Appointment, and a detailed description of the Crystal Wealth Funds and the steps and actions taken by the Receiver since the Appointment, are summarized in the First Report to the Court of the Receiver dated June 22, 2017 (the "**First Report**"), the Supplement to the First Report to Court dated June 29, 2017 (the "**Supplement to the First Report**"), the Second Report to the Court of the Receiver dated November 24, 2017 (the "**Second Report**"), the Second Report of the Receiver dated February 8, 2018 (the "**Second Report Supplement**"), and the Third Report filed herewith;

The Initial Mount Nemo APS

(h) Paragraph 6(k)(iii) of the Appointment Order authorizes the Receiver to sell, convey, transfer, lease or assign the Property of CLJ Everest in which the consideration for the transaction exceeds $250,000, but only with approval of the Court;

(i) CLJ Everest is the registered owner of the Mount Nemo Property;

(j) As is set out in paragraphs 179 to 193 of the First Report, following the Receiver's appointment:

(i) McCready failed to complete the Initial Mount Nemo APS, and the Receiver reserved its rights to claim damages from McCready as a result of his failure to complete the sale transaction;

(ii) After the transaction contemplated by the Initial Mount Nemo APS failed to close, the Receiver conducted a formal sales process for the listing of the Mount Nemo Property; and

(iii) On June 8, 2017, the Receiver entered into an MLS listing agreement with RE/MAX Aboutowne Realty Corp, Brokerage (the "**Initial Broker**"), effective until October 31, 2017 (the "**Initial Listing Agreement**");

(k) As is set out in paragraphs 468 to 476 of the Second Report:

(i) On July 12, 2017, the Mount Nemo Property was listed for sale for $3,399,000 on the Oakville/Milton, Hamilton/Burlington, and Toronto District Real Estate Board in addition to various other online real estate websites. The Receiver elected to begin listing the Mount Nemo Property at this price as it represented the approximate amount of the purchase price contained in the Initial Mount Nemo APS;

(ii) Beginning the week ending July 17, 2017, the Initial Broker provided the Receiver with periodic updates outlining, among other things: (i) the number of showings; (ii) the internet traffic on various websites; (iii) general updates on the condition of the Mount Nemo Property; and (iv) the status of any past or future showings;

(iii) Due to the minimal interest in the Mount Nemo Property and the fact that minimal showings were arranged and no offers had been received, the Receiver executed an amendment to the Listing Agreement dated August 30, 2017 which reduced the listing price of the Mount Nemo Property to $3,199,000 (a reduction of $200,000) (the "**First Amendment**");

(iv) On October 31, 2017, the Initial Listing Agreement with the Broker expired. On November 2 and November 3, 2017, the Receiver notified the Initial Broker that it would not be renewing the Listing Agreement. The Receiver's decision resulted from the fact that no offers had been received, and given that only a minimal amount of showings had been conducted;

(v) The Receiver contacted another broker, Sotheby's International Realty Canada ("**Sotheby's**"), who had submitted a proposal as part of the Receiver's Request for Proposals ("**RFP**") process discussed in the First Report, to inquire if Sotheby's remained interested in listing the Mount Nemo Property;

(vi) In the RFP process, the Receiver had ranked Sotheby's proposal behind that of the Initial Broker, however, the Sotheby's proposal highlighted: (i) its extensive experience selling similar real estate in the Burlington and surrounding area; (ii) a competitive commission structure; (iii) detailed and real time reporting tools and functionality; and (iv) a detailed marketing plan to prepare and execute the sale of the Mount Nemo Property;

(vii) On November 6, 2017, the Receiver entered into an MLS listing agreement with Sotheby's (the "**Sotheby's Listing Agreement**") effective until April 1, 2018;

(l) As is outlined in the Third Report filed herewith:

(i) With the downward trends being noticed in the real estate market, and specifically in Burlington, the Mount Nemo Property was listed at $2,900,000 upon Sotheby's appointment;

(ii) From the time of Sotheby's appointment until April 12, 2018, extensive marketing and advertising of the Mount Nemo Property took place. During the period November 15, 2017 to March 16, 2018, there were 20 separate showings of the Mount Nemo Property. During that time, the Receiver received several offers, none of which exceeded the purchase price contained in the Palmer APS;

(iii) In accepting the Palmer APS, the Receiver took into consideration, among other factors detailed in the Third Report, the length of time in which the Mount Nemo Property had been listed for sale, the carrying costs associated with the Mount Nemo Property, the offers received, and the advice received from the Initial Broker and Sotheby's;

(iv) The Receiver recommends that the Palmer APS be approved by the Court so that the Receiver may proceed with the Palmer Sale Transaction;

(v) The Purchase Price for the Mount Nemo Property (as such term is defined in the Palmer APS) represents the highest and best offer received by the Receiver for the Mount Nemo Property and has been the subject of considerable negotiation between the parties thereto;

(vi) the sales process undertaken by the Receiver with respect to the marketing and sale of the Mount Nemo Property has been a fair and reasonable process, which has culminated in the Receiver's execution of the Palmer APS;

(vii) the Receiver considers the terms of the Palmer APS to be reasonable in the circumstances;

(viii) each element of the *Soundair* test has been met;

(ix) a sealing order is required because the Confidential Appendices to the Third Report contain certain commercially-sensitive information, the release of which could prejudice the Crystal Wealth Group's stakeholders if the Palmer Sale Transaction is not completed;

The Geodata and SSI Participation Vesting Orders

(a) Paragraph 6(j) of the Appointment Order authorizes the Receiver to market any or all of the Property of the Crystal Wealth Funds, and to negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(b) Paragraph 6(k)(ii) of the Appointment Order authorized the Receiver to sell, convey, transfer, lease or assign the Property of the Crystal Wealth Funds, including medical receivables, without further approval of this Court, regardless of the purchase price;

(c) In accordance with paragraphs 6(j) and 6(k)(ii) of the Appointment Order, the Receiver entered into the following agreements with Xynergy to sell certain Property of the Crystal Wealth Medical Strategy:

(i) Geodata Sale Agreement (as defined in the Third Report); and

(ii) SSI Bill of Sale;

(d) The Receiver has been paid the entirety of the Purchase Amounts by Xynergy in accordance with the Geodata Sale Agreement and the SSI Bill of Sale (as Purchase Amounts is defined in these agreements);

(e) Pursuant to the terms of the Geodata Sale Agreement and the SSI Bill of Sale, the Receiver is required to hold the Purchase Amount funds in trust until it obtains the Geodata Vesting Order and SSI Vesting Order sought herein;

(f) In the event that the Geodata Vesting Order and SSI Vesting Order are not obtained, the Receiver is required to return the Purchase Amount funds to Xynergy as required by the Geodata Sale Agreement and the SSI Bill of Sale;

(g) The Receiver accordingly requests that the Court issue the Draft Geodata Vesting Order and Draft SSI Vesting Order, in order to complete the transactions which are the subject of the Geodata Sale Agreement and the SSI Bill of Sale;

(h) the facts set out in the First Report, Second Report, the Second Report Supplement, and the Third Report;

(i) section 129 of the *Securities Act*, R.S.O. 1990, c. S.5;

(j) rules 1.04, 2.03, 3.02, 11, 37 and 41 of the *Rules of Civil Procedure*; and

(k) such further and other grounds as counsel may advise and this Court may permit.

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

(a) the Receiver's First Report, Second Report, Second Report Supplement, and Third Report, inclusive of the appendices thereto; and

(b) such further and other material as counsel may submit and this Honourable Court may permit.

Date: May 3, 2018

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TO: ATTACHED SERVICE LIST

ONTARIO SECURITIES COMMISSION and CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, *ET AL.*

Applicant

Respondents

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at TORONTO

NOTICE OF MOTION

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Tab T

Attached is Exhibit "T" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIZA JOHN

Court File CV-17-11779 CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

AND

CRYSTAL WEALTH MANAGEMESNT SYSTEM LIMITED, CLAYTON SMITH, CIJ EVEREST LTD., 115 752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIEL MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOULUTE SUSTAINABLE PROPERTY FUND,CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH

Respondents

AFFIDAVIT OF SERVICE OF LEO PEREIRA

I Leo Pereira, of the City of Brampton, in the Province of Ontario,
MAKE OATH AND SAY

That on May 3rd[h], 2018, at 7:20 pm, I served Martin McCready, with the Motion Record, Volume 1 & 2, Factum and Brief of Authorities

At 207 Rosewood Road, Hamilton, Ontario, L8K 3J3

By leaving a true copy of each brief with Martin McCready personally.

I was able to identify the person by means of their verbal admission to me.

SWORN BEFORE ME at the
City of Toronto, in the Province of Ontario

on, MAY 4. 2018

a commissioner etc.

Leo Pereira

Francine Levine, a Commissioner, etc.,
Province of Ontario, for Levine Legal Services
and for process serving only.
[illegible] 22, 2018

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

APPLICATION UNDER SECTION 129 OF THE SECURITIES ACT R.S.O. 1990, c. S.5, AS AMENDED

AFFIDAVIT OF SERVICE

I, **DIANA SATURNO**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. On May 3, 2018, I served the Motion Record of the Receiver, Grant Thornton Limited, the Factum of the Receiver, Grant Thornton Limited, and the Brief of Authorities of the Receiver, Grant Thornton Limited, all dated May 3, 2018, on all the parties listed on **Schedule**

"A", hereto, by causing copies to be sent by email transmission to the addresses indicated on the attached **Schedule "A"**.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario This 3rd day of May, 2018.	)))	DIANA SATURNO

A commissioner of oaths, etc.

NICHOLAS HARUO SMITH, a
Commissioner, etc., Province of Ontario,
while a Student-at-Law,
Expires April 18, 2019.

SCHEDULE "A"
(service by email)

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ONTARIO SECURITIES COMMISSION and **CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, *ET AL.***

Applicant

Respondents

Short Title of Proceedings

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at TORONTO

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32499299.1

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Cc:	Diana Saturno
Subject:	Motion Materials returnable May 14, 2018 - Receivership of Crystal Wealth Group - CV-17-11779-00CL
Attachments:	Attachments.html

SENT ON BEHALF OF MARK VAN ZANDVOORT

Please see attached Motion Record (Volumes 1 and 2), Factum, and Brief of Authorities of the Receiver, served upon you pursuant to the *Rules of Civil Procedure*.

Aird & Berlis LLP Attachments — Expires June 02, 2018

Brief of Authorities of the Receiver (2).PDF	6.4 MB
Factum of the Receiver (2).PDF	269.7 KB
Motion Record - Volume One of Two (2).PDF	5.9 MB
Motion Record - Volume Two of Two (2).PDF	4.8 MB

Download Attachments

Diana Saturno
Articling Student

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E dsaturno@airdberlis.com

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

AIRD BERLIS

Tab U

Attached is Exhibit "U" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 15th DAY
	)	
JUSTICE PATTILLO	)	OF MAY, 2018

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and –

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

APPLICATION UNDER SECTION 129 OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of: (i) each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("**Chrysalis Yoga**") (the Respondents except for Chrysalis Yoga being collectively referred to as the "**Crystal Wealth Group**"); and (ii) the account of the Respondent, Chrysalis Yoga, No. 87296 00518 10 at Bank of Nova Scotia (the "**Chrysalis Account**"), for an Order, *inter alia*, authorizing the Receiver to complete, on behalf of the Respondent, CLJ Everest Ltd. (the "**Vendor**"), as vendor, the sale transaction (the "**Transaction**") of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario (the "**Mount Nemo Property**") to Daniel Palmer (the "**Purchaser**"), as purchaser, in accordance with an agreement of purchase and sale dated April 11, 2018 and the amendment thereto dated April 17, 2018 (the "**Sale Agreement**"), and vesting in the Purchaser the right, title and interest in and to the property described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report of the Receiver dated May 3, 2018 and the Supplement to the Third Report of the Receiver dated May 14, 2018, and on hearing the submissions of counsel for the Receiver, and such other counsel who were present, no one else appearing for any other person on the service list, although properly served as appears from the affidavits of Diana Saturno sworn May 3, 2018 and May 14, 2018, filed:

1. **THIS COURT ORDERS AND DECLARES** that the Receiver is hereby authorized, on behalf of the Vendor, to complete the Transaction contemplated by the Sale Agreement with such amendments to the Sale Agreement, except as to purchase price, as the Receiver may deem necessary. The Receiver, in its own name or on behalf of the Vendor, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS** that the Land Titles Division of the Halton Land Registry Office (No. 20) remove from title to the Mount Nemo Property the Certificate of Direction issued by the Ontario Securities Commission on April 13, 2017 and registered on title to the Mount Nemo Property on the same date as instrument no. HR1446942.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "**A**" hereto (the "**Receiver's Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "**B**" hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Newbould dated April 26, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal

property registry system; and (iii) those Claims listed on Schedule "**C**" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "**D**" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Titles Division of the Halton Land Registry Office (No. 20) of an application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that the Receiver shall be permitted to make distributions from the sale proceeds of the Transaction to the registered mortgagee, Home Trust Company ("**Home Trust**"), without further order of the Court, in satisfaction of Home Trust's Charge/Mortgage of Land registered on title to the Mount Nemo Property on January 16, 2015 as Instrument No. 1241569, provided that the Receiver is satisfied as to the validity of the Charge/Mortgage and amounts claimed.

7. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

8. **THIS COURT ORDERS** that, notwithstanding:

   (a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAY 15 2018

PER / PAR:

Schedule A – Form of Receiver's Certificate

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ONTARIO SECURITIES COMMISSION

Applicant

- and –

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, AND CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") issued April 26, 2017, Grant Thornton Limited was appointed as the receiver and manager (in such capacity, the "**Receiver**") of the undertaking, property and assets of CLJ Everest Ltd. (the "**Vendor**").

B. Pursuant to an Order of the Court issued May 15, 2018, the Court authorized the Receiver to complete the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated April 11, 2018 and the amendment thereto dated April 17, 2018 (the "**Sale Agreement**") entered into by the Receiver on behalf of the Vendor, as vendor, and Daniel Palmer (the "**Purchaser**"), as purchaser, and vesting in the Purchaser the right, title and interest in and to the property described in the Sale Agreement (the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Purchased Assets pursuant to the Sale Agreement; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on closing pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

GRANT THORNTON LIMITED, in its capacity as Receiver of the undertaking, property and assets of the Vendor, and not in its personal or corporate capacity

Per: ______________________________

Name:

Title:

Schedule B – Purchased Assets

PIN 07198-0202 (LT)

PT LT 1 , CON 4 NS DES AS PTS 1, 2 & 3 ON 20R16429; BURLINGTON. S/T EASEMENT IN GROSS OVER PT 2 ON 20R16429 AS IN HR436235.

Municipally known as 5043 Mount Nemo Cres., Burlington, Ontario

Schedule C – Claims to be deleted and expunged from title to Real Property

1. Instrument No. HR1241568, registered on January 16, 2015, is a Transfer/Deed of Land in favour of CLJ Everest Ltd., for consideration of $2,700,000.

2. Instrument No. 1241569, registered on January 16, 2015, is a Charge/Mortgage of Land, in the amount of $1,331,250, in favour of Home Trust Company.

3. Instrument No. HR1446942, registered on April 13, 2017, is a Certificate in favour of the Ontario Securities Commission.

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

1. Instrument Number 119980 being a By Law registered on January 25, 1961 in favour of The Corporation of the City of Burlington re: Subdivision Control.

2. Instrument Number 20R16429 being a Reference Plan, registered on November 18, 2005.

3. Instrument Number HR436235 being a Transfer Easement registered on December 5, 2005 in favour of The Corporation of the City of Burlington re sewers, drains, etc. for maintenance and repair.

ONTARIO SECURITIES COMMISSION and CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, *ET AL.*

Applicant Respondents

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at TORONTO

APPROVAL AND VESTING ORDER

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

Steven L. Graff (LSUC # 31871V)
Tel: (416) 865-7726
Fax: (416) 863-1515
E-mail: sgraff@airdberlis.com

Mark van Zandvoort (LSUC # 59120U)
Tel: (416) 865-4742
Fax: (416) 863-1515
E-mail: mvanzandvoort@airdberlis.com

Lawyers for Grant Thornton Limited, in its capacity as Receiver and Manager of the Crystal Wealth Group

Tab V

Attached is Exhibit "V" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

RECEIVER'S CERTIFICATE

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ONTARIO SECURITIES COMMISSION

Applicant

- and –

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, AND CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") issued April 26, 2017, Grant Thornton Limited was appointed as the receiver and manager (in such capacity, the "**Receiver**") of the undertaking, property and assets of CLJ Everest Ltd. (the "**Vendor**").

B. Pursuant to an Order of the Court issued May 15, 2018, the Court authorized the Receiver to complete the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated April 11, 2018 and the amendment thereto dated April 17, 2018 (the "**Sale Agreement**") entered into by the Receiver on behalf of the Vendor, as vendor, and Daniel Palmer (the "**Purchaser**"), as purchaser, and vesting in the Purchaser the right, title and interest in and to the property described in the Sale Agreement (the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Purchased Assets pursuant to the Sale Agreement; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on closing pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at 11:55 [TIME] on MAY 18, 2018 [DATE].

GRANT THORNTON LIMITED, in its capacity as Receiver of the undertaking, property and assets of the Vendor, and not in its personal or corporate capacity

Per: ______________________

Name: J. KRIEGER

Title: SR. VICE PRESIDENT

Tab W

Attached is Exhibit “W” Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

STATEMENT OF ADJUSTMENTS

Vendor: Grant Thornton Limited, in its capacity as the Court-Appointed Receiver of CLJ Everest Ltd. and not in its own capacity

Purchaser: Daniel Joseph Palmer

Property: 5043 Mount Nemo Crescent, Burlington, Ontario

Adjusted as of: May 16, 2018

		Credit Purchaser	Credit Vendor
SALE PRICE			$2,100,000.00
DEPOSIT		$100,000.00	
REALTY TAXES			
2018 total taxes:	15,562.95		
Vendor has paid:	7,590.54		
Vendor's share for 135 days:	5,756.16		
Credit Vendor:			1,834.38
BALANCE DUE ON CLOSING payable to Aird & Berlis LLP, in trust or as further directed		2,001,834.38	
		$2,101,834.38	**$2,101,834.38**

E.&O.E.

Tab X

Attached is Exhibit "X" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Court File CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

CLJ EVEREST LTD., by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiff

and

MARTIN MCCREADY

Defendants

AFFIDAVIT OF SERVICE OF LENE OEST

I, **Lene Oest,** of the Town of Milton, in the Province of Ontario, **MAKE OATH AND SAY:**

1. That on July 8th, 2018, at 10:00 a.m., I served Martin McCready with the **Statement of Claim,** by leaving a true copy in a sealed envelope addressed to Martin McCready with Phillip Carson, an adult member of the same household, at 207 Rosewood Road, Hamilton, Ontario, L8K 3J3. On July 9th, 2018, I mailed a copy of the Statement of Claim to the said defendant at that same address.

2. I was able to identify Philip Carson by means of his verbal admission to me that he does reside in the same household as the defendant, Martin McCready.

3. Service was conducted in this manner as I was unable to serve Martin McCready personally at 207 Rosewood Road, Hamilton, Ontario, on July 5th, 2018, July 6th, 2018 and July 9th, 2018, as there was no answer at the door on all of the above attendances.

SWORN BEFORE ME at the City of Toronto,
in the Province of Ontario, on, July 24, 2018

A commissioner, etc.

LENE OEST

Francine Levine, a Commissioner, etc.,
Province of Ontario, for Levine Legal Services
and for process serving only.
Expires November 22, 2018

Francine Levine, a Commissioner, etc.,
Province of Ontario, for Levine Legal Services
and for process serving only.
Expires November 22, 2018

Tab Y

Attached is Exhibit "Y" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

District of Ontario
Division – 09 - Toronto
Court File No.: CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
5043 MOUNT NEMO CRESCENT, BURLINGTON, ONTARIO
APRIL 27, 2017 TO SEPTEMBER 30, 2018

	Amount
OPENING BALANCE	$ -
CASH RECEIPTS	
Sale of Mount Nemo Property	2,100,000.00
Reimbursement of Realty Taxes - Mount Nemo	1,834.38
Interest	1,173.68
Utilities refund	111.09
TOTAL CASH RECEIPTS	2,103,119.15
CASH DISBURSEMENTS	
Payment of Secured Mortgage	1,394,080.06
Receiver Fees	149,114.16
Realtor Commissions	94,500.00
Insurance	56,308.48
Property Maintenance	24,193.95
Legal Fees	23,749.56
HST Paid on Receiver Fees	19,384.84
HST Paid on Realtor Commissions	12,285.00
Security	6,205.00
Utilities	5,633.57
HST Paid	4,685.64
HST Paid on Legal Fees	3,087.44
Custodial & Bank Charges	17.00
TOTAL CASH DISBURSEMENTS	1,793,244.70
ENDING BALANCE	**$ 309,874.45**

Home Trust Company

145 King Street West, Suite 2400
Toronto, Ontario, M5H 1J8
Telephone: (416) 777-6595
Toll free: (877) 903-2133 x 6595
Facsimile: (416) 360-4080
Website: www.hometrust.ca

May 24, 2018

Grant Thornton
200 King Street West
Toronto, ON
M5H 3T4

Mortgage Discharge Statement

Dear : Bruce S. Bando

RE: Home Trust Mortgage Number: **DR** 10205760
Mortgagor: CLJ Everest Ltd
Property Address: 5043 Mount Nemo Cres, Burlington, ON L7M 0T7

Without prejudice to the Notice of Sale issued by our solicitors on June 19, 2017 *the following* amount is required to obtain a discharge of this mortgage as at May 24, 2018 . Please note that after this date this statement will be null and void.

Principal balance as of April 1, 2017		$	1,272,794.01
Accrued interest to May 24, 2018	(419) at 5.50%	$	80,360.01
Return payment fees: $520.00		**WAIVED**	
Maintenance fees: $1130.00		**WAIVED**	
Tax administration fees: $1130.00		**WAIVED**	
Information statement fees: $100.00		**WAIVED**	
Late payment interest: $3853.86		**WAIVED**	
Legal administration fee: $1295.00		**WAIVED**	
Property Inspection fee: $125.00		**WAIVED**	
Legal fees:		$	1,845.00
Discharge administration fee:		$	395.00
Out of pocket/ E-registration fee:		$	75.63
Pre-payment compensation		$	17,500.92
Tax account balance		$	21,109.49
Subtotal:		$	1,394,080.06
Less credits:			
	Total:	**$**	**1,394,080.06**

Per diem: **191.79**

This statement is given on the assumption that all payments made under the mortgage have been cleared by the bank. Payments must be received in our office, by certified cheque, no later than 2:00 p.m. on the date of discharge. Any payments received thereafter will be subject to the per diem as calculated above.

Notwithstanding current legal status, if for any reason the sale / refinance transaction is delayed or should you have any questions or concerns, please contact:

Yours very truly,
HOME TRUST COMPANY
Per:

Monique Cheng
Legal Speciialist-Default Recovery
Direct Phone: 416-366-4452
E&OE c.c. **GOWLING WLG LLP, Hamilton**

Tab Z

Attached is Exhibit "Z" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

Court File No. CV- 17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 20th DAY
	)	
JUSTICE CONWAY	)	OF AUGUST, 2018
	)	
	)	

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, CRYSTAL WEALTH HIGH YIELD MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

APPLICATION UNDER SECTION 129 OF THE SECURITIES ACT R.S.O. 1990, c. S.5, AS AMENDED

ORDER

THIS MOTION, made by Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("**Chrysalis Yoga**") (each of the Respondents except for Chrysalis Yoga being individually and collectively, the "**Crystal Wealth Group**"), for an Order, *inter alia*, approving the Fourth Report of the Receiver dated July 20, 2018 (the "**Fourth Report**") and the activities of the Receiver set out in the Fourth Report, and for other relief requested by the

Receiver in its Notice of Motion dated July 20, 2018, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report, including the affidavit of Bruce Bando sworn July 19, 2018 (the "**Bando Affidavit**"), and the affidavit of Mark van Zandvoort sworn July 10, 2018 (the "**van Zandvoort Affidavit**"), the factum of Craig Clydesdale served August 13, 2018, and on hearing the submissions of counsel for the Receiver and such other counsel who were present, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service of Miranda Spence sworn July 23, 2018 and August 16, 2018, filed,

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the Receiver's motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the Fourth Report and the activities of the Receiver described therein be and are hereby approved.

3. **THIS COURT ORDERS** that Confidential Appendix 1 and Confidential Appendix 3 (as defined in the Fourth Report) be and are hereby sealed until further Order of the Court.

4. **THIS COURT ORDERS** that the Receiver's methodology and proposal to make an interim distribution to investors of certain Crystal Wealth Funds, as set out in the Fourth Report, be and is hereby approved, and that the Receiver is hereby authorized to make such interim distribution to such investors.

5. **THIS COURT ORDERS** that Alberto Storelli, Brian Peoples, and Joe Harker are in contempt as a result of their failure to comply with the Order issued by this Court on December 11, 2017 (the "**December 11, 2017 Order**"), which Order required that each of them provide the Receiver and its lawyers, Aird & Berlis LLP, with certain requested but still outstanding information required by the Receiver for a proper account reconciliation and assessment of the US Real Estate LP (as defined in the Fourth Report).

6. **THIS COURT ORDERS** that, as a result of their failure to comply with the December 11, 2017 Order and the finding of contempt against them as set out in paragraph 5 above, Alberto Storelli, Brian Peoples, and Joe Harker are forthwith ordered to comply with the December 11, 2017 Order, and to pay to the Receiver costs in the sum of $10,000.

7. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements through to May 31, 2018, as appended to the Fourth Report, be and is hereby approved.

8. **THIS COURT ORDERS** that the Receiver's engagement of Adair Goldblatt Bieber LLP ("**AGB LLP**") pursuant to an engagement letter dated June 11, 2018, attached as Confidential Appendix 1 to the Fourth Report, be and is hereby approved.

9. **THIS COURT ORDERS** that each of Clayton Smith, Darcy Pahl, David DenHollander, Robert Maljaars, Jeffrey Maljaars, Al Housego, and Jerry Froese be and are hereby ordered to answer the undertakings given, and the questions which were taken under advisement and which were refused, during their respective examinations by the Receiver, as follows:

(a) Clayton Smith shall forthwith answer the outstanding undertaking given, and shall answer the questions refused during his examination out of court, as set out in the charts appended as Appendix 17 to the Fourth Report;

(b) Darcy Pahl shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 19 to the Fourth Report;

(c) David DenHollander shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 21 to the Fourth Report;

(d) Robert Maljaars shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 20 to the Fourth Report;

(e) Jeffrey Maljaars shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 22 to the Fourth Report;

(f) Al Housego shall forthwith answer the outstanding undertaking given during his examination out of court, as set out in the chart appended as Appendix 23 to the Fourth Report; and

(g) on the consent of Jerry Froese and the Receiver, Jerry Froese shall forthwith answer: (i) the outstanding undertakings given during his examination out of court, being nos. 13, 18, 19, 20, 31 [production of a USB drive with the actual/native data as saved in the software], 34 [missing enclosures], 36, 41, and 42, as set out in the charts appended at Appendix 24 of the Fourth Report; and (ii) the questions taken under advisement and which were refused during his examination out of court, as set out in the charts appended as Appendix 24 to the Fourth Report.

10. **THIS COURT ORDERS** that, on the consent of the Receiver at the request of Regent Law Professional Corporation, paragraphs 162 and 164 of the Fourth Report be and are hereby amended as set out in Schedule "A" to this Order.

11. **THIS COURT ORDERS** that Craig Clydesdale be and is hereby ordered to answer the undertakings given, and the questions which were taken under advisement and which were refused at his examination held March 12 and 13, 2018, as set out at Appendix 18 to the Fourth Report, by no later than September 20, 2018, subject to the following:

(a) Mr. Clydesdale's answer to Refusal #1 shall be kept confidential by the Receiver and counsel to the Receiver, and not posted on the Receiver's website or filed with the Court; and

(b) Mr. Clydesdale shall not be required to answer Refusal #3 pending further Order of the Court.

12. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period October 1, 2017 to May 31, 2018, as described in the Fourth Report and as set out in the Bando Affidavit, be and are hereby approved, and that the allocation of the Receiver's fees and disbursements from October 1, 2018 to May 31, 2018, as described and detailed in the Fourth Report, be and is hereby approved.

13. **THIS COURT ORDERS** that the fees and disbursements of Aird & Berlis LLP, counsel to the Receiver, for the period April 7, 2017 to May 31, 2018, as described in the Fourth Report and as set out in the van Zandvoort Affidavit, be and are hereby approved, and that the allocation of A&B's fees and disbursements in this regard, as described and detailed in the Fourth Report, be and is hereby approved.

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

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

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

Conway J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

AUG 20 2018

PER / PAR:

SCHEDULE A

Paragraph 162 of the Fourth Report shall be deemed to have been amended as follows (underlined portion reflecting amendment made to existing paragraph):

162 Also on February 23, 2018, A&B sent correspondence to Dionne indicating that it had received confirmation from Hudson Inc. that she had personally filed for bankruptcy, however, that neither DDI Corp nor DDI had filed for bankruptcy. In response, Dionne insisted that she had not executed the DDI Corporate Guarantees and requested that she be provided with the individual's name who provided same to the Receiver. A&B advised Dionne that Darren Smits ("**Smits**"), at that time of Miller Thomson LLP in Calgary, Alberta (now a lawyer of Burstall LLP), had provided the DDI Corporate Guarantees to the Receiver and that Wilson was counsel to the specific transaction. A&B further requested that the Receiver be included on all future correspondence between Smits and Dionne.

Paragraph 164 of the Fourth Report shall be deemed to have been amended as follows (underlined portion reflecting amendment made to existing paragraph):

164 Froese testified during his examination that the potential investment in Restoration Energy through a Factoring Agreement was initially put forth by Smits, who is Frontline's lawyer, and was also the lawyer to Restoration Energy, which Smits confirmed to the Receiver. Recently, the Receiver learned that Smits has left Miller Thomson LLP, and is now practicing at Burstall LLP in Calgary.

ONTARIO SECURITIES COMMISSION -and- CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED et al.

Applicant

Respondents

Court File No. CV-17-11779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

ORDER

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

Steven L. Graff (LSUC # 31871V)
Tel: (416) 865-7726
Fax: (416) 863-1515
E-mail: sgraff@airdberlis.com

Mark van Zandvoort (LSUC # 59120U)
Tel: (416) 865-4742
Fax: (416) 863-1515
E-mail: mvanzandvoort@airdberlis.com

Lawyers for Grant Thornton Limited, in its capacity as Receiver and Manager of Crystal Wealth Management System Limited, Clayton Smith, Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund, CLJ Everest Ltd., and 1150752 Ontario Limited

Tab AA

Attached is Exhibit "AA" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKAIRA JOHN

District of Ontario
Division – 09 - Toronto
Court File No.: CV-17-11779-00CL

IN THE MATTER OF THE RECEIVERSHIP OF
CRYSTAL WEALTH MANAGEMENT SYSTEMS LIMITED AND THE CRYSTAL WEALTH FUNDS
RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD ENDING MAY 31, 2018

	CAD				USD		
	Receiver Trust Accounts	**NBIN Accounts**	**Interactive Brokers Accounts**	**Combined**	**NBCN Accounts**	**Interactive Brokers Accounts**	**Combined**
OPENING BALANCE	**$ 193,260**	**$ 4,426,035**	**$ 656,289**	**$ 5,275,584**	**$ (224,991)**	**$ (17,148)**	**$ (242,139)**
CASH RECEIPTS							
Sale of Equities	-	9,321,439	214,321	9,535,760	4,228,221	-	4,228,221
Sale of Media Loans	14,375,000	-	-	14,375,000	-	-	-
Collection of Residential Mortgage Interest & Principal	30,000	11,065,979	-	11,095,979	-	-	-
USD Account to CAD Account Transfers	-	7,958,368	672,906	8,631,274	(6,089,591)	(517,620)	(6,607,211)
Collection of Media Loan Principal & Interest	6,640,124	239,006	-	6,879,130	229,690	-	229,690
Redemption of Units in External Mutual Funds	50,205	5,045,702	-	5,095,907	-	-	-
Sale of Mount Nemo Property	2,100,000	-	-	2,100,000	-	-	-
Collection of Commercial Loan Principal & Interest	1,737,854	23,935	-	1,761,789	-	-	-
Inter-fund Investor Distribution [January 18, 2018]	-	1,676,498	-	1,676,498	-	-	-
Sale/Settlement of Medical Factoring Contracts	-	-	-	-	1,134,313	-	1,134,313
Repayment of NFL Participation Agreements	-	-	-	-	714,687	-	714,687
Proceeds from USD Futures	-	-	-	-	-	535,172	535,172
Redemption of GIC	525,311	-	-	525,311	-	-	-
Sale of Squire Mortgages	-	197,526	-	197,526	-	-	-
Interest	25,263	57,630	472	83,365	6,565	52	6,617
Collection of Factoring Contract Interest	-	53,094	-	53,094	-	-	-
Dividend Income	3,615	6,986	-	10,601	13,496	-	13,496
Mount Nemo - Reimbursement of Realty Taxes	1,834	-	-	1,834	-	-	-
Account Transfers	(20,752,402)	22,295,346	(1,542,944)	-	-	-	-
TOTAL CASH RECEIPTS	4,736,804	57,941,509	(655,245)	62,023,068	237,381	17,604	254,985
CASH DISBURSEMENTS							
Interim Distribution [January 18, 2018]	11,810	31,395,200	-	31,407,010	-	-	-
Mount Nemo - Payment of Secured Mortgage	1,394,080	-	-	1,394,080	-	-	-
Consulting Fees - Quiver	1,023,114	-	-	1,023,114	-	-	-
Purchase of Shares from Exercising Warrants	-	589,844	-	589,844	-	-	-
Mount Nemo - Realtor Commissions	94,500	-	-	94,500	-	-	-
Custodial & Bank Charges	864	86,298	1,044	88,206	842	456	1,298
Commissions	-	63,940	-	63,940	11,561	-	11,561
Mount Nemo - Insurance	56,308	-	-	56,308	-	-	-
HST Paid	28,993	-	-	28,993	-	-	-
Mount Nemo - Property Maintenance	24,194	-	-	24,194	-	-	-
Preparation of Tax Slips	22,290	-	-	22,290	-	-	-
Wages & Source Deductions	22,124	-	-	22,124	-	-	-
Rent and Utilities	17,106	-	-	17,106	-	-	-
Security, Storage, and Moving	13,716	-	-	13,716	-	-	-
Advertising and Notices	12,475	-	-	12,475	-	-	-
Mount Nemo - HST Paid on Realtor Commissions	12,285	-	-	12,285	-	-	-
Computer Services	10,055	-	-	10,055	-	-	-
Receiver Fees	834,560	-	-	834,560	-	-	-
HST Paid on Receiver Fees	108,493	-	-	108,493	-	-	-
Legal Fees	488,181	-	-	488,181	-	-	-
HST Paid on Legal Fees	62,934	-	-	62,934	-	-	-
TOTAL CASH DISBURSEMENTS	4,238,082	32,135,282	1,044	36,374,408	12,403	456	12,859
ENDING BALANCE	**$ 691,982**	**$ 30,232,262**	**$ -**	**$ 30,924,244**	**$ (13)**	**$ -**	**$ (13)**
ACCRUALS							
Receiver Fees - May 31, 2018	481,814	-	-	481,814	-	-	-
HST Accruals on Receiver Fees	62,636	-	-	62,636	-	-	-
Legal Fees - May 31, 2018	630,051	-	-	630,051	-	-	-
HST Accruals on Legal Fees	81,342	-	-	81,342	-	-	-
Account Transfers	(750,000)	750,000	-	-	-	-	-
TOTAL ACCRUALS	505,843	750,000	-	1,255,843	-	-	-
ADJUSTED ENDING BALANCE	**$ 186,139**	**$ 29,482,262**	**$ -**	**$ 29,668,401**	**$ (13)**	**$ -**	**$ (13)**

Tab BB

Attached is Exhibit "BB" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.

SHAKAIRA JOHN

Shakaira John

From: Leigh Anne <tink_2468@hotmail.com>
Sent: July-23-18 4:26 PM
To: Steve Graff
Cc: Mark van Zandvoort
Subject: Court file CV-18-601019-00CL
Attachments: RCP_E_18A_1105.pages.zip

FORM 18A

Courts of Justice Act

STATEMENT OF DEFENCE

(General heading)

STATEMENT OF DEFENCE

1. The defendant admits the allegations contained in paragraphs are false of the statement of claim.

2. The defendant denies the allegations contained in paragraphs 1 through 25 of the statement of claim.

3. The defendant has no knowledge in respect of the allegations contained in paragraphs 1 through 25 of the statement of claim.

4. *(Set out in separate, consecutively numbered paragraphs each allegation of material fact relied on by way of defence.)*

(Date) July 23, 2018 *Martin J. McCready 207 Rosewood Rd. Hamilton, On. 905-912-8177*

TO: Aird * Berlis LLP Barristers and Solicitors
Brookfield Place
Suite 1800 Box 754
181 Bay St.
Toronto, On M5J 2T9

Tab CC

Attached is Exhibit "CC" Referred to in the
AFFIDAVIT OF BRUCE BANDO
Sworn before me this 18th day of October, 2018

A Commissioner, etc.
SHAKARA JOHN

Shakaira John

From:	Mark van Zandvoort
Sent:	July-26-18 3:58 PM
To:	'tink_2468@hotmail.com'
Cc:	Steve Graff
Subject:	re: Court file CV-18-601019-00CL
Attachments:	RCP_E_18A_1105.docx

Good afternoon:

As you evidently are aware, we are the lawyers for Grant Thornton Limited ("GTL"), in its capacity as the Court-appointed Receiver and Manager (in such capacity, the "Receiver") of all of the assets, undertakings and properties of CLJ Everest Ltd.

We are in receipt of your email below, and the attachment sent (attached). The attachment purports to be a statement of defence delivered on behalf of Martin McCready, the named defendant in the Ontario Superior Court of Justice (Commercial List) action (Court File No, CV-18-601019-00CL) which was recently commenced by the Receiver.

Please confirm by noon EST tomorrow, Friday July 27, 2018, if in fact you are Mr. McCready, and if not, clarify your identity and contact information and the basis by which you were authorized to deliver the attached on Mr. McCready's behalf.

We await your response.

Regards,

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

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

-----Original Message-----
From: Leigh Anne [mailto:tink_2468@hotmail.com]
Sent: Monday, July 23, 2018 4:26 PM
To: Steve Graff
Cc: Mark van Zandvoort
Subject: Court file CV-18-601019-00CL

CLJ EVEREST LTD., by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED	- and -	**MARTIN MCCREADY**
Plaintiff		Defendant

Court File No. CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

Proceedings commenced at Toronto

AFFIDAVIT OF BRUCE BANDO
(sworn October 18, 2018)

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

Steven L. Graff (LSO No. 31871V)
Tel: (416) 865-7726
Fax: (416) 863-1515
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Mark van Zandvoort (LSO No. 59120U)
Tel: (416) 865-4742
Fax: (416) 863-1515
Email: mvanzandvoort@airdberlis.com

Shakaira John (LSO No. 72263D)
Tel: (416) 865-4637
Fax: (416) 863-1515
Email: sjohn@airdberlis.com

Lawyers for the Plaintiff

Tab 3

Court File No. CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

(Court Seal)

CLJ EVEREST LTD., by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiff

and

MARTIN MCCREADY

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

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

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

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

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

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

Date July 5, 2018 Issued by

Local Registrar

Address of court office: Superior Court of Justice 7
330 University Avenue, ~~10~~th Floor
Toronto ON M5G 1~~E6~~ 1R7

TO: Martin McCready
207 Rosewood Road
Hamilton, ON L8K 3J3

CLAIM

1. The plaintiff, CLJ Everest Ltd. ("**CLJ Everest**") by its court-appointed receiver and manager, Grant Thornton Limited (in such capacity, the "**Receiver**"), claims as against the defendant as follows:

(a) damages in the sum of $1,250,000 for breach of contract;

(b) additional damages for breach of contract in an amount to be particularized prior to trial, with respect to the carrying and miscellaneous costs incurred by the Receiver, including the Receiver's fees, in connection with the Mount Nemo Property (as hereafter defined) from April 28, 2017 through to May 18, 2018;

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

(d) post judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

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

(f) such further and other relief as to this Honourable Court may seem just.

I. BACKGROUND AND THE PARTIES

2. Pursuant to an Order (Appointing Receiver) of the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (hereinafter, the "**Court**") issued April 26, 2017 (Court File No. CV-17-11779-00CL) (the "**Appointment Order**", and such proceedings being referred to as the "**Receivership Proceedings**"), the Receiver was appointed as the Court Appointed Receiver and Manager of the assets, undertakings, and properties of CLJ Everest, an

Ontario corporation, and of certain other persons and entities which are not named plaintiffs herein.

3. The Appointment Order was issued by the Court upon application by the Ontario Securities Commission (the "**Commission**") pursuant to s. 129 of the *Securities Act*, R.S.O. 1990.

4. At the time of the Appointment Order, CLJ Everest was the registered owner of the property located at 5043 Mount Nemo Crescent in Burlington, Ontario (the "**Mount Nemo Property**").

5. The defendant, Martin McCready ("**McCready**"), is an Ontario resident who resides at the property municipally known as 207 Rosewood Road in Hamilton, Ontario.

II. THE SALE OF THE MOUNT NEMO PROPERTY TO MCCREADY

6. On April 26, 2017, in addition to issuing the Appointment Order, the Honourable Mr. Justice Newbould issued an Order (the "**Vesting Order**") that, among other things, authorized the Receiver to complete, on behalf of CLJ Everest, the sale of the Mount Nemo Property to McCready for the purchase price of $3,350,000 (the "**McCready Purchase Price**") pursuant to and in accordance with an agreement of purchase and sale dated April 12, 2017 which was entered into by CLJ Everest and McCready (the "**McCready APS**").

7. The Mount Nemo Sale Agreement contained a completion date for the underlying transaction (the "**McCready Mount Nemo Sale Transaction**") of April 28, 2017.

8. After the Vesting Order was obtained on April 26, 2017, the listing agent for the Mount Nemo Property informed the Receiver that McCready would not be completing the McCready Mount Nemo Sale Transaction.

9. On April 28, 2017, the Receiver attempted to contact McCready by telephone, but the automated message "Call cannot be completed as dialed" was received.

10. Accordingly, by letter to McCready dated April 28, 2017, the Receiver, by its lawyers, advised McCready that the Receiver was treating his anticipatory breaches as a repudiation of the Mount Nemo Sale Agreement, thereby discharging the Receiver from proceeding with the Mount Nemo Sale Transaction while reserving the Receiver's right to pursue damages from him.

11. To date, no response has been provided by McCready, and the McCready Mount Nemo Sale Transaction did not proceed.

III. THE SALE AND MARKETING PROCESS CONDUCTED BY THE RECEIVER WITH RESPECT TO THE MOUNT NEMO PROPERTY

12. After the Mount Nemo Sale Transaction failed to close, the Receiver conducted a formal sales process for the listing of the Mount Nemo Property (the "**Mount Nemo Listing Process**").

13. The Mount Nemo Listing Process was approved by Order of the Ontario Superior Court of Justice (Commercial List) pursuant to an Order issued June 30, 2017.

14. Subsequently, the Receiver, and RE/MAX Aboutowne Realty Corp. and thereafter Sotheby's International Realty Canada ("**Sotheby's**") as the listing agents on behalf of the Receiver, undertook extensive efforts to sell the Mount Nemo Property, as is particularized in the Second Report to the Court of the Receiver dated November 24, 2017 (the "**Second Report**") and the Third Report to the Court of the Receiver dated May 3, 2018 (the "**Third Report**"), which reports were filed in the Receivership Proceedings. Such efforts include, but are not limited to:

(a) On July 12, 2017, the Mount Nemo Property was listed for $3,399,000 on the Oakville/Milton, Hamilton/Burlington, and Toronto District Real Estate Board in addition to various other online real estate websites;

(b) Due to the minimal interest in the Mount Nemo Property and the fact that minimal showings were arranged and no offers had been received, the Receiver reduced the listing price of the Mount Nemo Property to $3,199,000 on August 30, 2017 (a reduction of $200,000);

(c) With the downward trends being noticed in the real estate market, and specifically in Burlington, the Mount Nemo Property was listed at $2,900,000 (a further reduction of $299,000) on or about November 6, 2017;

(d) Over the course of the listing period, the Mount Nemo Property was advertised in the following media, along with a targeted email campaign, and professionally created property brochures, floor plans, video and related collateral:

(i) sothebysrealty.ca and sothebysrealty.com;

(ii) countrylife.co.uk;

(iii) homeadverts.com;

(iv) house24.ilsole24ore.com;

(v) jameslist.com;

(vi) luxuryestate.com;

(vii) PropGoLuxury.com;

(viii) real-buzz.com;

(ix) realtor.ca;

(x) Sotheby's Insight Magazine; and

(xi) West of the City 2018.

(e) The April 16, 2018 marketing update from Sotheby's (the "**April 16, 2018 Sotheby's Update**") indicated 3,373 views on the www.sothebysrealty.ca website and 45,563 impressions, the latter of which means the number of times the listing appeared on a search results page on the www.sothebysrealty.ca website; and

(f) the April 16, 2018 Sotheby's Update also indicated that during the period November 15, 2017 to March 16, 2018, there were 20 separate showings of the Mount Nemo Property.

IV. THE PALMER APS AND SALE OF THE MOUNT NEMO PROPERTY

15. After an extensive sales and marketing process, the Receiver, as vendor on behalf of CLJ Everest, entered into an Agreement of Purchase and Sale dated April 11, 2018, as amended by an amendment thereto dated April 17, 2018, with Daniel Palmer ("**Palmer**"), as purchaser, regarding the sale of the Mount Nemo Property (the "**Palmer APS**") to Palmer for a purchase price of $2.1 million (the "**Palmer Purchase Price**").

16. The offer made by Palmer which ultimately culminated in the Palmer APS was the most lucrative offer received by the Receiver with respect to a potential acquisition of the Mount Nemo Property, and was the subject of extensive negotiation by the Receiver in order to get Palmer to increase his offer upwards until it reached the Palmer Purchase Price.

17. On May 3, 2018, the Receiver served a motion record, including a notice of motion dated May 3, 2018 (the "**Notice of Motion**") and the Third Report, on the Service List in the Receivership Proceedings. Personal and email service of the motion record was effected on McCready on May 3, 2018.

18. The Notice of Motion sought, among other relief, an Order: (i) approving the Palmer APS; (ii) authorizing the Receiver to complete the transaction contemplated thereby (the "**Palmer Sale Transaction**"); and (iii) vesting title in the Mount Nemo Property to Palmer free and clear of any liens, claims, and encumbrances (the "**Proposed Approval and Vesting Order**").

19. The grounds for the relief requested in the Notice of Motion included that the Receiver had: (i) made sufficient effort to obtain the best price for the sale of the Mount Nemo Property; (ii) not acted improvidently; and (iii) conducted a fair sales and marketing process in its efforts to sell the Mount Nemo Property.

20. Despite being served with the motion record, McCready did respond or object to the Receiver's motion in any manner.

21. On May 15, 2018, this Honourable Court issued the Proposed Approval and Vesting Order as requested by the Receiver in its Notice of Motion.

22. On May 18, 2018, the Palmer Sale Transaction was completed.

V. THE DAMAGES SUSTAINED BY CLJ EVEREST

23. As a result of McCready's breach of contract and failure to complete the McCready Mount Nemo Sale Transaction as required by the McCready APS, CLJ Everest sustained damages, including:

(a) $1,250,000, representing the shortfall between the McCready Purchase Price and the Palmer Purchase Price; and

(b) additional damages, in an amount to be particularized prior to trial, with respect to:

(i) carrying and other miscellaneous costs with respect to the Mount Nemo Property from April 28, 2017 through to the completion of the Palmer Sale Transaction on May 18, 2018; and

(ii) the costs which the Receiver was required to incur, including the Receiver's fees, in connection with the sale and marketing process in connection with the Mount Nemo Property following the defendant's breach of the McCready APS, and in connection with the consequential motions in the Receivership Proceedings in which the Receiver was required to seek approval of the Mount Nemo Property listing and marketing process and the Palmer APS and Sale Transaction.

24. The Receiver pleads that it has taken all reasonable steps in an effort to mitigate CLJ Everest's damages arising from McCready's failure to complete the McCready Mount Nemo Sale Transaction as required by the McCready APS. The Receiver pleads that the reasonableness of such mitigation efforts has been acknowledged and approved by this Honourable Court in issuing the Proposed Approval and Vesting Order, which was unopposed by McCready.

25. Based on the foregoing, the Receiver pleads that it is entitled to the relief claimed herein.

The Receiver pleads that this action ought to be tried at the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, as the Receiver was authorized to bring this action pursuant to paragraph 6(i) of the Appointment Order issued in the *Securities Act* Receivership Proceedings (Court File No. CV-17-11779-00CL). Accordingly, this matter is eligible for the Commercial List pursuant to Part II, s. 1j. "*Securities Act*" of the Consolidated Practice Direction Concerning the Commercial List.

July 5, 2018

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CLJ EVEREST LTD. by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED
Plaintiff

and

MARTIN MCCREADY
Defendant

Court File No. CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

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CLJ EVEREST LTD., by its Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED and MARTIN MCCREADY

Plaintiff | Defendant

Court File No. CV-18-601019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at TORONTO

MOTION RECORD OF THE RECEIVER

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