Court File No. CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

APPLICATION UNDER
Sections 126 and 129 of the *Securities Act*, R.S.O. 1990, C.S.5, as amended

MOTION RECORD OF THE RECEIVER, GRANT THORNTON LIMITED

(re distribution of Dovercourt Funds)
(returnable January 30, 2020)

October 21, 2019

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com

Sam Rappos (LSO #51399S)
Tel: (416) 218-1137
Fax: (416) 218-1837
Email: samr@chaitons.com

Lawyers for the Receiver, Grant Thornton Limited

SERVICE LIST

CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9 **Maya Poliak** Tel: (416) 218-1161 Fax: (416) 218-1844 Email: maya@chaitons.com **Sam Rappos** Tel: (416) 218-1137 Fax: (416) 218-1837 Email: samr@chaitons.com **Lawyers for the Receiver, Grant Thornton Limited**
GRANT THORNTON LIMITED 200 King Street West, 11th Floor, Box 11 Toronto, ON M5H 3T4 **Charles Skelton** Email: Charles.Skelton@ca.gt.com **Jonathan Krieger** Email: jonathan.krieger@ca.gt.com
BERKOW YOUD LEV-FARRELL DAS LLP 141 Adelaide Street West, Suite 400 Toronto, ON M5H 3L5 **Adam Wygodny** Tel: (416) 364-4900 x220 Fax: (416) 364-3865 Email: awygodny@byldlaw.com **Lawyers for Payam and Ben Katebian**

DJD LAW PROFESSIONAL CORP. 1186 Eglinton Avenue East Toronto, ON **Eli Karp** Tel: (416) 769-4107 Fax: (416) 352-7638 Email: ek@djdlaw.ca
RUBY SHILLER ENENAJOR DIGIUSEPPE 92 Isabella Street Toronto, ON M4Y 1N4 **Brian Shiller** Tel: (416) 964-9664 Fax: (416) 964-8305 Email: bshiller@rubyshiller.com **Lawyers for 2496050 Ontario Corp. doing business as A13MG**
MILLER THOMSON LLP Scotia Plaza 40 King Street West, Suite 5800 P.o. Box 1011 Toronto, ON M5H 3S1 **P. James Zibarras** Tel: (416) 595-2998 Fax: (416) 595-8695 Email: jzibarras@millerthomson.com **Lawyers for Hazelton Homes**
DEPARTMENT OF JUSTICE CANADA Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 **Diane Winters** Tel: (416) 973-3172 Fax: (416) 973-0810 Email: diane.winters@justice.gc.ca **Lawyers for Canada Revenue Agency**

MINISTRY OF FINANCE LEGAL SERVICES BRANCH Michael Starr Building 33 King Street West, 6th Floor P.O. Box 627, Station A Oshawa, ON L1H 8H5 **Kevin O'Hara** Tel: (905) 433-6934 Email: kevin.ohara@ontario.ca
ONTARIO SECURITIES COMMISSION 20 Queen Street West, 22nd Floor Toronto, ON M5H 3S8 **Dihim Emami** Tel: (416) 596-4253 Email: DEmami@osc.gov.on.ca

INDEX

Court File No. CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

INDEX

Appendix K	Correspondence from Brian Shiller dated January 7, 2019
Appendix L	Order and Endorsement of Justice McEwen dated January 23, 2019
Appendix M	Corporation Profile Report and Business Name Report for 2496050 Ontario Corp. doing business as A13MG
Appendix N	Statement of Claim issued January 28, 2019
Appendix O	Affidavit of Jonathane Ricci sworn February 5, 2019 (without exhibits)
Appendix P	Share Purchase Agreement
Appendix Q	Resolution
Appendix R	Share Certificate
Appendix S	Corporation Profile Report for Curah Capital Corporation
Appendix T	E-mail dated May 23, 2017
Appendix U	FSCO Warning dated April 5, 2019
Appendix V	Corporation Profile Report for 1 Plus 12 Corporation
Appendix W	E-mails dated June 1, 2017
Appendix X	E-mail dated September 7, 2017

Tab 1

Court File No. CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

APPLICATION UNDER
Sections 126 and 129 of the *Securities Act*, R.S.O. 1990, C.S.5, as amended

NOTICE OF MOTION

(re distribution of Dovercourt Funds)
(returnable January 30, 2020)

GRANT THORNTON LIMITED ("**GTL**"), in its capacity as Court-appointed receiver (the "**Receiver**") of Money Gate Mortgage Investment Corporation ("**MGMIC**"), will make motion to a Judge of the Commercial List on Friday January 30, 2020, at 10:00 am, or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

(a) advice and direction with respect to the distribution of the Dovercourt Funds (as defined below); and

(b) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. On November 6, 2018, GTL was appointed as Receiver of the property, assets and undertakings of MGMIC.

2. MGMIC carried on business as a mortgage investment corporation that lent money to borrowers, which loans were secured by mortgages, and/or acquired mortgages registered against commercial and residential properties.

3. Pursuant to the terms of a commitment letter dated May 25, 2017, MGMIC loaned $611,000 to 2546456 Ontario Inc. ("**254**"). Payam Katebian ("**Payam**") is an officer and director of MGMIC. Payam is a shareholder of 254 and was previously an officer and director of 254.

4. The loan was secured by a second mortgage registered on title to real property municipally known as 558 Dovercourt Road, Toronto (the "**Dovercourt Property**") on June 5, 2017 (the "**MGMIC Mortgage**").

5. On July 4, 2018, MGMIC commenced an application for the appointment of a receiver over the Dovercourt Property. On July 30, 2018, Ira Smith Trustee & Receiver Inc. (the "**Dovercourt Receiver**") was appointed as receiver over the Dovercourt Property pursuant to the Order of the Honourable Mr. Justice Dunphy.

6. On January 23, 2019, the Court approved the sale of the Dovercourt Property and a distribution to the first mortgagee up to the full amount owing under their mortgage. The Court

also ordered that the balance of the net sale proceeds was to be paid to the Receiver to be held in trust pending a distribution motion to be brought in this proceeding.

7. On February 6, 2019, the Receiver received $391,027 (the "**Dovercourt Funds**") from the Dovercourt Receiver, which represented the first distribution from the proceeds available from the sale of the Dovercourt Property after payment of the fees and disbursements of the Dovercourt Receiver and the amounts owing under the first mortgage.

8. As of December 12, 2018, 254 owed $768,161.45 to MGMIC, as secured by the MGMIC Mortgage.

9. The Receiver has heard from two additional parties claiming entitlement to the Dovercourt Funds: 2496050 Ontario Corp. doing business as A13MG ("**A13MG**") and Hazelton Homes Inc. ("**Hazelton Homes**").

10. A13MG alleges that it is a 50% shareholder in 254, and that the MGMIC Mortgage should be declared invalid as it did not consent to the granting of the MGMIC Mortgage, as it says was required pursuant to the articles of incorporation of 254 as amended by a shareholder's resolution allegedly signed by Payam.

11. Counsel for Hazelton Homes has informed the Receiver and its counsel that Hazelton Homes has an interest in the Dovercourt Funds. Notwithstanding requests made by the Receiver's counsel, no information regarding the alleged claim has been provided by Hazelton Homes to date.

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

1. The Third Report of the Receiver dated October 18, 2019 and the appendices attached thereto;

2. Responding motion records of A13MG and Hazelton Homes; and

3. Such further and other evidence as counsel may advise and this Honourable Court may permit.

October 21, 2019

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (LSO #54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com

Sam Rappos (LSO #51399S)
Tel: (416) 218-1137
Fax: (416) 218-1837
Email: samr@chaitons.com

Lawyers for the Receiver, Grant Thornton Limited

5

ONTARIO SECURITIES COMMISSION
Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION
Respondent

Court File No. CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

NOTICE OF MOTION
(re distribution of Dovercourt Funds)
(returnable January 30, 2020)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (LSO #54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com

Sam Rappos (LSO #51399S)
Tel: (416) 218-1137
Fax: (416) 218-1837
Email: samr@chaitons.com

Lawyers for the Receiver,
Grant Thornton Limited

Tab 2

Court File No.: CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 129 OF THE SECURITIES ACT R.S.O. 1990, c. S.5, AS AMENDED

B E T W E E N:

ONTARIO SECURITIES COMMISSION

Applicant

\- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

THIRD REPORT TO THE COURT OF GRANT THORNTON LIMITED IN ITS CAPACITY AS RECEIVER OF THE RESPONDENTS

October 18, 2019

Grant Thornton

Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, Ontario
M5H 3T4

TABLE OF CONTENTS

APPENDICES

Appendix A	Fiorini Affidavit (without exhibits)
Appendix B	Second Report of the Receiver dated May 9, 2019 (without appendices)
Appendix C	254 Articles of Incorporation
Appendix D	MGMIC Commitment Letter
Appendix E	MGMIC Mortgage
Appendix F	Receipt re Transfer of Funds to Mentis Law
Appendix G	Excerpts of cross-examination of Payam Katebian
Appendix H	MGMIC Bank Account Statements
Appendix I	254 Bank Account Statements
Appendix J	239 Bank Account Statements
Appendix K	Correspondence from Brian Shiller dated January 7, 2019
Appendix L	Order and Endorsement dated January 23, 2019
Appendix M	A13MG Corporations Profile Report and Business Name Report
Appendix N	Statement of Claim issued January 28, 2019
Appendix O	Ricci Affidavit (without exhibits)
Appendix P	Share Purchase Agreement
Appendix Q	Resolution
Appendix R	Share Certificate
Appendix S	Curah Corporation Profile Report
Appendix T	E-mail dated May 23, 2017 and enclosed e-mail train

Appendix U	FSCO Warning dated April 5, 2019
Appendix V	1 Plus 12 Corporation Profile Report
Appendix W	E-mails dated June 1, 2017
Appendix X	E-mail dated September 7, 2017

Court File No.: CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 129 OF THE SECURITIES ACT R.S.O. 1990, c. S.5, AS AMENDED

B E T W E E N:

ONTARIO SECURITIES COMMISSION

Applicant

\- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

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

THIRD REPORT TO THE COURT OF GRANT THORNTON LIMITED IN ITS CAPACITY AS RECEIVER OF THE RESPONDENT

October 18, 2019

INTRODUCTION

1. This Report is filed by Grant Thornton Limited ("**GTL**") in its capacity as the Court-appointed receiver (the "**Receiver**") over the property, assets and undertakings of Money Gate Mortgage Investment Corporation ("**MGMIC**"). GTL was appointed Receiver on November 6, 2018 pursuant to an order of the Honourable Mr. Justice Hainey, as amended (collectively, the "**Appointment Order**"), which was obtained on an application of the Ontario Securities Commission ("**OSC**") pursuant to section 129 of the *Securities*

Act (Ontario). The circumstances which gave rise to the Receiver's appointment were set out in detail in the Affidavit of Louisa Fiorini sworn November 2, 2018 (the "**Fiorini Affidavit**"). A copy of the Fiorini Affidavit, without exhibits, is attached hereto **as Appendix "A"**.

2. MGMIC carried on business as a mortgage investment corporation that lent money to borrowers, which loans were secured by mortgages, and/or acquired mortgages registered against commercial and residential properties.

3. Between August 2014 and April 2017, MGMIC raised approximately $11 million from approximately 155 investors through the sale of preferred shares of MGMIC. Those investments were pooled and loaned to borrowers on a secured basis or were used to acquire an interest in existing mortgages. The mortgage portfolio of MGMIC as at the date of the Appointment Order consisted of seven mortgages registered against properties located in the province of Ontario.[1]

4. Another related company, Money Gate Corporation ("**MGC**") operated as a mortgage administrator for MGMIC, servicing the MGMIC mortgages and received a fee in exchange for its services.

5. Morteza Katebian, also known as Ben Katebian ("**Ben**") and Payam Katebian ("**Payam**", and together with Ben, the "**Principals**") were each a director, officer and directing mind of MGMIC and MGC.

6. Copies of all materials filed in this receivership proceeding are available on the Receiver's case website at: www.GrantThornton.ca/MoneyGate.

---

[1] A number of these mortgages have been discharged either through a power of sale proceeding or by registration of a vesting order by a receiver appointed to sell these properties. As previously report to the Court, GTL in its capacity as the Receiver of MGMIC continues to assert a security interest in the proceeds from the sale of those properties.

7. On May 9, 2019, the Receiver filed its second report with the Court (the "**Second Report**") in support of the Receiver's motion for, among other things, a Court order compelling certain financial institutions to provide account statements to the Receiver. A copy of the Second Report, without appendices, is attached hereto as **Appendix "B"**.

8. Paragraphs 53 through 60 of the Second Report detail matters related to the Dovercourt Property (as defined below) and the MGMIC Mortgage (as defined below). As set out therein, the Receiver was investigating claims to the Dovercourt Funds (as defined below) and intended to bring a motion for advice and direction with respect to the distribution of the Dovercourt Funds.

9. Pursuant to the endorsement of Justice Penny dated October 2, 2019, the Receiver's motion for advice and direction is scheduled for January 30, 2020.

PURPOSE OF THIS THIRD REPORT

10. The purpose of this third report to the Court (the "**Third Report**") is to provide information in connection with the Receiver's motion for advice and direction with respect to the distribution of the Dovercourt Funds.

RESTRICTIONS AND TERMS OF REFERENCE

11. In preparing this Third Report, the Receiver has relied upon unaudited financial information, MGMIC's books and records, certain financial information, discussions with the Principals, their counsel, and discussions with other parties. The Receiver's work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.

12. All references to dollars are in Canadian currency unless otherwise noted.

254 AND THE DOVERCOURT PROPERTY

13. 2546456 Ontario Inc. ("**254**") is a corporation governed by the laws of the Province of Ontario. 254 was incorporated on November 16, 2016. Payam was the incorporator and first director of 254 based on its articles of incorporation, a copy of which is attached hereto and marked as **Appendix "C"**.

14. Payam was the sole officer and director of 254 when it purchased real property municipally known as 558 Dovercourt Road, Toronto (the "**Dovercourt Property**") on April 3, 2017.

15. 254 financed the purchase of the Dovercourt Property by obtaining $1.45 million from B&M Handelman Investments Limited *et al* (collectively, the "**First Mortgagee**"), which was secured by a first mortgage registered on title to the Dovercourt Property.

MGMIC MORTGAGE

16. MGMIC and 254 entered into a commitment letter dated May 25, 2017 (the "**Commitment Letter**") whereby MGMIC agreed to loan $611,000 to 254 to be secured by a second mortgage over the Dovercourt Property. A copy of the Commitment Letter is attached hereto as **Appendix "D"**.

17. The Commitment Letter provides that MGMIC was entitled to a lender fee of 2.00%, which equals $12,200, and that 254 would have to pay MGMIC its legal and appraisal fees with respect to the loan.

18. On June 5, 2017, a charge/mortgage was registered on title to the Dovercourt Property in the principal amount of $611,000 in favour of MGMIC as instrument number AT4588484 (the "**MGMIC Mortgage**"). A copy of the MGMIC Mortgage is attached hereto as **Appendix "E"**.

19. Mentis Law Professional Corporation ("**Mentis Law**") represented 254 in connection with the MGMIC Mortgage. On May 29, 2017, MGMIC transferred $611,000 from its bank

account to the bank account of Mentis Law. A copy of a receipt evidencing the transfer is attached hereto as **Appendix "F"**.

20. As part of this receivership proceeding, the Receiver obtained copies of the bank account statements for MGMIC, 254 and 2399029 Ontario Inc. ("**239**"). The Receiver was advised by Payam that Ben is the sole shareholder of 239. The Receiver also understands that in a different proceeding not involving MGMIC, Arash Missaghi, or parties related to him, are claiming that they are in fact the shareholders or beneficial owners of 239.

21. In a cross examination in a proceeding involving an enforcement of another MGMIC mortgage, Payam gave evidence that for transactions involving Ricci and Sai (each term as defined below), funds to and from MGMIC would flow through 239. Copies of the relevant excerpts from Payam's cross-examination are attached hereto as **Appendix "G"**.

22. The MGMIC statement confirms that on May 29, 2017 $611,000 was transferred out of MGMIC's account. The 254 statement confirms that 254 received $595,741.26 on May 31, 2017. Additionally, based on a review of the 254 statement and the 239 statement, it appears that 254 transferred the sum of $475,000 to 239 by June 27, 2017. Copies of the statements for MGMIC, 254 and 239 are respectively attached hereto as **Appendices "H"**, **"I"** and **"J"**.

23. The Receiver has not completed a forensic review of the bank account statements or the source of funds. However, it is of the view that the $595,741.26 was likely transferred by Mentis Law to 254 from the $611,000 Mentis Law received from MGMIC. The reduced amount is likely on account of the $12,200 lender fee payable to MGMIC, and payment of MGMIC's legal and appraisal fees.

DOVERCOURT RECEIVER AND DOVERCOURT FUNDS

24. On July 4, 2018, MGMIC commenced an application for the appointment of a receiver over the Dovercourt Property. On July 30, 2018, Ira Smith Trustee & Receiver Inc. (the "**Dovercourt Receiver**") was appointed as receiver over the Dovercourt Property pursuant to the Order of the Honourable Mr. Justice Dunphy.

25. On December 21, 2018, the Dovercourt Receiver served a motion record originally returnable January 10, 2019 for, among other things, approval of a sale of the Dovercourt Property and distribution of the net sale proceeds to the First Mortgagee and MGMIC.

26. On January 7, 2019, prior to the return of the sale approval motion, Brian Shiller ("**Shiller**"), as counsel to A13MG and Ricci (each term as defined below) advised in writing that A13MG was advancing a claim to the net proceeds from the sale of the Dovercourt Property in priority to MGMIC. A copy of Shiller's correspondence is attached hereto as **Appendix "K"**.

27. On January 23, 2019, the Court approved the sale of the Dovercourt Property and a distribution to the First Mortgagee up to the full amount owing under their mortgage. The Court also ordered that the balance of the net sale proceeds was to be paid to the Receiver to be held in trust pending a distribution motion to be brought in this proceeding. Copies of the order and endorsement dated January 23, 2019 are collectively attached hereto as **Appendix "L"**.

28. On February 6, 2019, the Receiver received $391,027 (the "**Dovercourt Funds**") from the Dovercourt Receiver, which represented the first distribution from the proceeds available from the sale of the Dovercourt Property after payment of the fees and disbursements of the Dovercourt Receiver and the amounts owing under the first mortgage. The Receiver

anticipates the receipt of a second distribution following the conclusion of the administration by the Dovercourt Receiver, which the Receiver expects will be nominal.

29. Based on the Receiver's review of MGMIC's books and records, the Receiver provided a payout statement to the Dovercourt Receiver dated December 12, 2018, claiming $768,161.45. As a result, even if the Court finds that the MGMIC Mortgage is valid and enforceable and that MGMIC is entitled to the Dovercourt Funds, MGMIC will still suffer a substantial shortfall on its loan to 254.

CLAIMS TO THE DOVERCOURT FUNDS

30. In addition to the claim of MGMIC to the Dovercourt Funds, the Receiver has heard from two additional parties that claim entitlement to the Dovercourt Funds: 2496050 Ontario Corp. doing business as A13MG ("**A13MG**") and Hazelton Homes Inc. ("**Hazelton Homes**").

A13MG

31. A13MG is a corporation governed by the laws of the Province of Ontario that was incorporated on December 14, 2015. The sole director of the company is Jonathane M. Ricci ("**Ricci**"). Based on a Business Name Report, A13MG carried on business as a provider of management consulting services. Copies of the Corporation Profile Report and Business Name Report for A13MG are collectively attached hereto as **Appendix "M"**.

32. As has previously been disclosed to the Court, Ricci is a lawyer and previously represented the Principals, MGMIC and other related parties.

33. A13MG has alleged that it is the owner of 50% of the shares of 254, with Payam owing the other 50% of the shares. The Dovercourt Receiver previously reported to the Court that, based on its review of 254's books and records, Payam was the sole shareholder of 254.

34. On January 28, 2019, A13MG commenced a claim in Toronto against 254, Payam, GTL and Rouzbeh Behrouz[2] seeking, among other things, a declaration that the MGMIC Mortgage is/was invalid and an order that any funds received by MGMIC with respect to the Dovercourt Property be returned to 254. A copy of the claim is attached hereto as **Appendix "N"**.

35. As set out in the claim, as well as an affidavit sworn by Ricci on February 5, 2019 (the "**Ricci Affidavit**"), A13MG claims that:

   (a) on May 16, 2017, A13MG purchased 50% of the shares from Payam for $375,000 pursuant to a share purchase agreement (the "**Share Purchase Agreement**");

   (b) on May 15, 2017, prior to the execution of the Share Purchase Agreement, Payam, in his capacity as the sole shareholder of 254, executed a shareholder resolution (the "**Resolution**"), amending the articles of incorporation of 254 to restrict its ability to, among other things, borrow money and encumber the Dovercourt Property without the consent of all shareholders; and

   (c) 254 borrowed funds from MGMIC and granted the MGMIC Mortgage without the consent of A13MG.

Copies of the Ricci Affidavit (without exhibits), the Share Purchase Agreement, and the Resolution are respectively attached hereto as **Appendices "O"**, **"P"**, and **"Q"**. Additionally, attached as **Appendix "R"** is a copy of a share certificate issued by 254 in favour of A13MG.

36. A13MG provided a wire activity report dated May 24, 2017 that shows that $375,000 was transferred from a A13MG bank account to an account in the name of 239.

---

[2] Rouzbeh Behrouz is currently the sole office and director of 254 based on the information contained in the records of the Ministry of Government and Consumer Services.

37. A13MG has also provided an Acknowledgement and Direction re Funds dated May 18, 2017 from Curah Capital Corporation ("**Curah**") to A13MG, directing it to use its funds held by A13MG for the $375,000 share purchase price.

38. In the Ricci Affidavit, Ricci claimed that Curah is a former client of his. Curah is a corporation incorporated under the laws of the Province of Ontario. Its directors are Glenn Estrabillo ("**Glenn**") and Dominik Kawa ("**Dominik**"). A Corporation Profile Report for Curah is attached hereto as **Appendix "S"**.

39. Counsel to Payam has informed the Receiver's counsel in writing that Payam acknowledges that 50% of 254's shares were sold to A13MG and that the $375,000 was received by Payam. Payam has alleged, through his counsel, that he does not recall signing the Resolution. However, the Receiver has been provided a copy of an e-mail dated May 23, 2017 (the "**E-Mail**") from Payam to Ricci, Ben, Glenn, Sai Mohammad ("**Sai**") and James Destephanis ("**James**") that attached a copy of the Resolution. A copy of the E-mail is attached hereto as **Appendix "T"**.

40. Based on the documentation provided, it appears to the Receiver that A13MG is the 50% shareholder of 254, and the Resolution amending 254's articles of incorporation was signed by Payam.

41. The issue that remains to be determined is whether A13MG had knowledge of and consented to the granting of the MGMIC Mortgage by 254 to MGMIC.

42. The E-Mail attached as **Appendix "R"** contains a trail of e-mails sent from May 1 and 23, 2017. The individuals that were party to the exchanges were the Principals, Ricci, James, Glenn, and Sai.

43. The Receiver understands that Ricci, James, Glenn, Sai, and Dominik, along with Arash Missaghi, are affiliated with 1 Plus 12 Corporation ("**1 Plus 12**"), an international

investment training company. On April 5, 2019, the Financial Services Commission of Ontario ("**FSCO**") set out a warning to consumers that 1 Plus 12 was not a licensed mortgage broker and that the individuals were not licensed to conduct mortgage business in Ontario. The warning also notes that the Peel Regional Police were investigating the matter. A copy of the FSCO warning is attached hereto as **Appendix "U"**. A copy of a Corporation Profile Report for 1 Plus 12 Corporation is attached hereto as **Appendix "V"**.

44. Based on a review of the e-mails, it appears that 1 Plus 12 / Curah funded A13MG's share purchase and potentially may be the direct or beneficial owner of A13MG.

45. In an email dated May 19, 2017, James proposed that after the investment of $375,000, 254 would apply for a second mortgage, and a portion of the financing would be used to repay 1 Plus 12 its $375,000 investment in 254. In a subsequent e-mail, Ricci asked Payam to confirm that this was acceptable, and on that same day Payam confirmed this by reply e-mail.

46. In a subsequent e-mail dated May 23, 2017, Ricci asked Payam to provide details on the second mortgage, and who would be representing the lender on the mortgage. Payam replied that Fred Yack from Yack and Associates would be representing the lender.

47. In e-mails dated June 1, 2017, which were provided to the Receiver by Payam's counsel, James raised the issue of getting the second mortgage and Payam informed the parties that "I'll get working on the 2nd". Copies of the e-mails are collectively attached hereto as **Appendix "W"**.

48. Payam's counsel also provided an e-mail dated September 7, 2017 from Ricci to the parties that included an email and text messages about the possibility of 254 granting a third mortgage over the Dovercourt Property. A copy of the email is attached hereto as **Appendix "X"**.

49. Based on its review of the above-noted emails, it appears to the Receiver that Ricci and A13MG were aware of and supported 254 borrowing funds and granting a second mortgage over the Dovercourt Property.

Hazelton Homes

50. The Receiver's counsel has been informed by James Zibarras that he represents Hazelton Homes, and that it intends to make a claim to the Dovercourt Funds. Notwithstanding multiple requests for information regarding the claim, Mr. Zibarras has not provided any description of the claim, nor any documentation, to date. Mr. Zibarras has confirmed that Hazelton Homes will be filing materials in connection with the Receiver's motion for advice and direction.

51. As a result, the Receiver is not in a position at this time to comment on any claim Hazelton Homes may be asserting to the Dovercourt Funds.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 18th day of October 2019.

GRANT THORNTON LIMITED,
solely in its capacity as the Court-appointed receiver and manager of Money Gate Mortgage Investment Corporation and not in its personal or corporate capacity

Per: ______________________
Jonathan Krieger, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix “A”

Court File No. CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

APPLICATION UNDER
Sections 126 and 129 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended

AFFIDAVIT OF LOUISA FIORINI
(Sworn November 2, 2018)

I, Louisa Fiorini, of the Town of Caledon, in the province of Ontario, MAKE OATH AND SAY:

A. ORDERS SOUGHT

1. This Affidavit is sworn in support of an application by the Ontario Securities Commission (the "**Commission**") for an order, among other things:

 (i) 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 receiver and manager (in such capacities, the "**Receiver**"), without security, of all the assets, undertakings and property of Money Gate

Mortgage Investment Corporation ("**MGMIC**"), including all proceeds thereof (the "**Property**");

(ii) if necessary, pursuant to subsections 126(5) and 126(5.1) of the *Securities Act*, continuing the Freeze Direction (as described below) until further order of the Court; and

(iii) if necessary, appointing GTL as interim receiver over all of the Property.

B. BACKGROUND

2. I am a Senior Investigator in the Enforcement Branch of the Commission and I have been assigned to investigate this matter. As such, I have personal knowledge of the matters set out in this affidavit. Any matters not within my personal knowledge are based on information I have received from others who are identified herein and I believe that information to be true.

C. THE RESPONDENTS AND PRINCIPALS

3. Morteza (Ben) Katebian ("**Ben**") and his son Payam Katebian ("**Payam**") are the principals of MGMIC (the "**Principals**").

4. MGMIC was incorporated in the province of Ontario on May 5, 2014. It has a registered address of 122 Kirk Drive, Thornhill, Ontario. MGMIC is a mortgage investment corporation that lends money to borrowers with loans secured by residential and commercial mortgages. A copy of MGMIC's corporate profile search is attached hereto as **Exhibit "A"**.

5. Another related company, Money Gate Corporation ("**MGC**") operated as a mortgage administrator for MGMIC mortgages. MGC is licensed by Financial Services Commission of Ontario ("**FSCO**") as a mortgage brokerage and mortgage administrator. A copy of MGC's corporate profile search is attached hereto as **Exhibit "B"**. A copy of the Lender Servicing Agreement, dated August 16, 2014, between MGC and MGMIC is attached hereto and marked as **Exhibit "C"**.

6. Ben is a resident of Ontario. He is a director and officer of MGMIC, and he is the sole director of MGC. He was licensed by FSCO as the principal broker of MGC during the relevant period. Ben's registration expired March 31, 2018. Ben is not currently registered with FSCO.

7. Payam is Ben's son. Payam is a resident of Ontario and is a director and officer of MGMIC. Payam was licensed by FSCO as a mortgage agent with MGC during the relevant period. Payam's registration expired March 31, 2018. Payam is not currently registered with FSCO.

D. MGMIC'S CAPITAL RAISE

8. Between August 2014 and April 2017, MGMIC raised approximately $11 million from approximately 155 investors through the sale of its preferred shares.

9. MGMIC prepared five offering memoranda dated August 1, 2014, May 5, 2015, May 13 and May 30, 2016 and January 31, 2017 (the "**OMs**"), which were provided to investors in connection with the sale of its preferred shares.

10. The OMs describe MGMIC's business, list MGMIC's investment policies and provide that all of the investments made by MGMIC will comply with those policies. The OMs also provide details on the nature of the mortgages invested in by MGMIC, including the type, size and priority rankings of the mortgages. Attached hereto and marked as **Exhibit "D"** is a copy of the OM dated August 1, 2014. Except for the OM dated January 31, 2017, the OMs prepared by MGMIC are similar in content to the August 1, 2014 OM.

E. COMMISSION PROCEEDING

11. Staff began investigating MGMIC and the Principals after receiving an anonymous complaint in March 2015 that MGMIC was distributing preferred shares to the public without being registered.

12. MGMIC and MGC are not reporting issuers in Ontario and have never filed a prospectus in Ontario. MGMIC, MGC, Ben and Payam have also never been registered with the Commission in any capacity.

13. On April 27, 2017, Staff obtained a temporary cease trade order, which is attached hereto and marked as **Exhibit "E"**. The temporary cease trade order has been extended through a series of orders issued by the Commission until the conclusion of the proceeding commenced by Staff. It is still in effect and prevents MGMIC from raising any more capital.

14. On November 27, 2017, MGMIC sent an email advising investors that it was winding down its operations and suspending any dividends on the preferred shares, a copy of which is attached hereto and marked as **Exhibit "F"**.

15. On December 19, 2017, Staff issued a Statement of Allegations against MGMIC, MGC & the Principals, which is attached hereto and marked as **Exhibit "G"**. In that proceeding, Staff allege that MGMIC and the Principals defrauded and misled investors through misrepresentations contained in the OMs and other relevant documents. Staff also allege that they engaged in unregistered trading and carried out illegal distributions, contrary to sections 25 and 53 of the *Securities Act*.

16. Some of the evidence related to these allegations is detailed in my affidavit sworn April 4, 2017 in support of Staff's application for a temporary cease trade order, which is attached hereto without exhibits and marked as **Exhibit "H"**.

17. Staff brought a motion on October 31, 2018 before the Commission to amend the Statement of Allegations to make new allegations against MGMIC and the Principals, including with respect to the diversion of corporate funds described below which was recently discovered by Staff. Attached hereto and marked as **Exhibit "I"** is the Amended Statement of Allegations.

F. DIVERSION OF CORPORATE FUNDS

18. At the end of July 2018, Staff received information indicating that Ben and/or Payam may have caused the diversion of corporate funds from MGMIC to their own personal benefit. Between the end of August and October 2018, Staff obtained evidence confirming this diversion and revealing other diversions of corporate funds, which are described below.

19. These diversions involve transfers of funds to the account of 2399029 Ontario Inc. ("**239 Inc.**"). Attached hereto as **Exhibit "J"** is a copy of the corporate profile for 239 Inc. which

discloses that Ben is the sole director and officer of this company. Attached hereto and marked as **Exhibit "K"** and **Exhibit "L"** are copies of account documents confirming that Ben and Payam are authorized signatories for 239 Inc.'s bank account and the bank account statements for the 239 Inc. bank account.

1. The Mansteel Advance

20. MGMIC holds a first and second mortgage (the "**Temiskaming Mortgages**") in the total principal amount of approximately $3.9 million registered against the property municipally known as 1107 Lakeshore Road South in Temiskaming, Ontario (the "**Temiskaming Property**"). Mansteel New Liskeard Inc. ("**Mansteel**") is the registered owner of the Temiskaming Property. Attached hereto and collectively marked as **Exhibit "M"** are copies of the registered instruments for the Temiskaming Mortgages.

21. Staff has learned that two of MGMIC's investors, Kevin Estrabillo and Bart Dziarski ("**Dziarski**") commenced an oppression action against MGMIC, MGC and the Principals on the Commercial List bearing court file number CV-18-589395-00CL (the "**Investor Action**"). In connection with a motion brought in the Investor Action, Dziarski swore an affidavit on August 7, 2018, a copy of which is attached hereto as **Exhibit "N"** together with exhibits D to I.

22. At paragraphs 11 to 16 of that affidavit, Dziarski deposed that funds in the approximate amount of $435,000 (the "**Mansteel Diverted Funds**") ostensibly lent to Mansteel by MGMIC were actually transferred to 239 Inc. through a series of transactions. Dziarski also deposed in his affidavit that Ben was involved in arranging this advance and transfers.

23. Payam delivered a responding affidavit on the Investor Action, in which he deposed at paragraphs 30 and 89 that Mansteel is beneficially owned by Arash Missaghi ("**Missaghi**"), who faces criminal charges for mortgage fraud. Attached hereto and marked as **Exhibit "O"** is a copy of the affidavit of Payam sworn September 13, 2018, without exhibits. I have obtained an updated Canadian Police Information Centre search today which confirms that the charges against Missaghi remain pending.

24. Based on my review of Corporate Profiles in this investigation, Missaghi also appears to be involved with a number of properties on which MGMIC held or holds mortgages.

25. Payam deposed at paragraphs 93 to 97 of his affidavit sworn September 13, 2018 that 239 Inc. received the Mansteel Diverted Funds because it was to effectively act as an administrator on behalf of Mansteel and other companies with respect to monthly interest payments.

26. 239 Inc.'s banking records indicate that the Mansteel Diverted Funds were not used to make monthly interest payments to MGMIC. In fact, nearly half of the funds were transferred to a company under the control of Pantea Sahebdivani. Staff were advised by Ben and I believe that Pantea Sahebdivani is Ben's common law spouse.

27. The relevant transactions related to the use of the advance on the Temiskaming Mortgage are set out below:

(a) On January 24, 2017, 239 Inc. received a transfer of $435,196 from the trust account of Mansteel's solicitor. Prior to that transfer, the balance of 239 Inc.'s account was $23,200.

(b) On January 25 and January 30, 2017, 239 Inc. made five payments from the same account totaling $438,215.

(c) Two of those payments, totalling $208,874, were to 2450531 Ontario Limited. Pantea Sahebdivani was the sole director of that company, as indicated in the corporate profile attached hereto and marked as **Exhibit "P"**. I have reviewed banking documents showing that both Ben and Payam have signing authority with respect to this account.

(d) One of those payments was a transfer of $13,326 to Ben.

(e) The other two payments involved a payment of $100,000 to Canada Capital Corporation Inc., a company that appears to be related to Missaghi based on my review of its corporate profile, and $116,000 to C and K Mortgage Services (with the notation "High Point – Missaghi").

Attached hereto and marked as **Exhibit "Q"** are the banking documents related to the above transactions.

2. The Birchmount Advance

28. On October 30, 2017, through counsel, the Principals advised Staff of a "desire to see the MIC redeem all investors and be wound up." Attached hereto and marked as **Exhibit "R"** is the email correspondence from counsel.

29. Based on an Assignment Agreement dated November 2, 2017 but signed on November 6, 2017, MGMIC agreed to take an assignment (the "**WFC Assignment**") from World Finance Corporation ("**WFC**") of a 30.1% interest in a third mortgage (the "**Birchmount Mortgage**") registered in favour of WFC against the property located at 4 Birchmount Road in Toronto (the "**Birchmount Property**") if certain conditions were met. On November 27, 2017, the Principals advised investors that they would wind up the company. The transfer of charge for the Birchmount Mortgage was registered on December 1, 2017. Attached hereto and collectively marked as **Exhibit "S"** are copies of the assignment agreement between WFC and MGMIC, the Syndication Loan Agreement, a Trust Ledger Statement, a Promissory Note, an Authorization executed November 30, 2017, and a Direction with respect to the loan.

30. In connection with the WFC Assignment, Payam, on behalf of MGMIC executed an Authorization on November 30, 2017, pursuant to which MGMIC instructed its legal counsel, Frederick Yack, to complete the WFC Assignment notwithstanding the advice of Mr. Yack to the contrary. In particular, pursuant to the Authorization, MGMIC acknowledges that it is instructing Mr. Yack to complete the WFC Assignment notwithstanding, among others, the following issues:

(a) inability of MGMIC to obtain the first and second mortgage statements and as such to ascertain what is owing under those mortgages;

(b) no formal appraisal of the Birchmount Property was obtained and the requirement for the appraisal was waived by MGMIC;

(c) MGMIC did not obtain any legal advice on the Syndication Loan Agreement which governs the relationship and priorities between WFC and MGMIC;

(d) MGMIC relies on the clauses contained in the Mortgage Commitment in favour of MGMIC notwithstanding that these clauses are not included in the original mortgage and will not be included in the Assignment of Mortgage; and

(e) Title insurance is not available.

31. On December 1, 2017, MGMIC proceeded with the WFC Assignment and a transfer of charge for the Birchmount Mortgage regarding MGMIC's interest was registered. Attached hereto and marked as **Exhibit "T"** is a copy of the relevant transfer of charge.

32. Pursuant to the WFC Assignment, MGMIC was to advance to WFC $1.85 million. Staff obtained banking records in relation to the $1.6 million advanced by MGMIC (the "**Birchmount Advance**").

33. Between November 28, 2017 and December 6, 2017, MGMIC made three advances of $400,000 on the Birchmount Mortgage. Funds from each of these advances were then transferred to the following series of recipients, as indicated in Exhibit "U":

(a) to Frederick Yack ("**Yack**"), MGMIC's solicitor, in trust;

(b) to Caruso Law ("**Caruso**"), WFC's solicitor, in trust, in accordance with the direction of WFC;

(c) to Canadian Business Consultation Inc. ("**CBCI**");

(d) to 239 Inc.; and

(e) to Ben Katebian.

34. Attached hereto and marked as **Exhibit "U"** is a table prepared by Staff that summarizes 20 transfers that track the flow of the Birchmount Advance from the trust accounts of counsel for MGMIC and counsel for WFC to Ben, which I have reviewed and believe to be accurate. Attached hereto and marked as **Exhibit "V"** are the supporting documents for each of the transfers, including bank account statements. Each supporting document is identified as "T1" through "T20", which corresponds to the transfers identified in Exhibit "U".

35. As a result of these transactions, Ben received $1,115,000 in his personal bank account from funds originating from MGMIC's advance on the Birchmount Mortgage.

36. On April 13, 2018, a receiver was appointed by the second mortgagee over the Birchmount Property. The Birchmount Property was sold by the receiver with the approval of the Court. The purchase price for the Birchmount Property was less than the amount claimed to be owing under prior encumbrances. MGMIC has not recovered any of the $1.6 million owing under the Birchmount Mortgage. Attached hereto and marked as **Exhibit "W"** and **Exhibit "X"** respectively are copies of the receivership order and the approval and vesting order.

37. The distribution of the proceeds from the sale of the Birchmount Property is being disputed within the receivership proceeding of the Birchmount Property as is the validity of the first

mortgage. In connection with the distribution motion, Payam swore an affidavit on August 8, 2018 a copy of which is attached hereto and marked as **Exhibit "Y"**. In this affidavit, Payam states that WFC is controlled by Missaghi, his wife Laila Alizadeh ("**Alizadeh**"), Troy Wilson ("**Wilson**") and Wilson's sister, Terry Wilson (collectively, the "**Missaghi Group**"). He also states that he believes that the Missaghi Group controls Pillar Capital Corporation which holds the first mortgage against the Birchmount Property.

G. THE CURRENT STATE OF MGMIC

38. Ben and Payam continue to be the sole directors and officers of MGMIC and remain in control of the company.

39. As of November 2, 2018, based on information available to Staff, MGMIC held nine outstanding loans with total principal value of approximately $10.5 million and at least seven of these loans are in default. Attached hereto and marked as **Exhibit "Z"** is a schedule prepared by Staff of the status of outstanding mortgages held as at October 2018, which I have reviewed and believe to be accurate.

40. Based on the information available to Staff as of the date of this Affidavit, it appears that the realizable value of MGMIC's loan portfolio is significantly lower than the $10.5 million in principal owing under these loans and the $11 million raised by MGMIC from investors.

41. Of the nine loans, two were made to companies related to Payam. Attached hereto and marked as **Exhibit "AA"** are copies of the parcel registers for all of the properties subject to mortgages in favour of MGMIC.

42. As of August 21, 2018, MGMIC held approximately $1.16 million in its operating account. The balance as of October 24, 2018 was only $193,330. Attached hereto and marked as **Exhibit "BB"** is a copy of the account statements of MGMIC for that period.

43. On October 18, 2018, MGMIC made a payment of $760,405 to a law firm in trust with respect to the assignment of a first mortgage on a property located at 2045 Lakeshore Boulevard in Toronto, on which MGMIC already holds the second mortgage. Attached hereto and marked as **Exhibit "CC"** and **Exhibit "DD"** are copies of the bank draft and the assignment instrument registered on the property.

44. Since August 15, 2018, MGMIC made six payments (in amounts exceeding $10,000) from its operating account totaling $147,011 to various law firms, which have been engaged to defend MGMIC and the Principals in the Commission proceeding and the Investor Action or to prosecute enforcement actions on the outstanding mortgages. Attached hereto and marked as **Exhibit "EE"** is a list of these payments and copies of supporting bank documentation for payments to law firms.

H. THE COMMISSION FREEZE DIRECTION & CONTINUATION

45. Due to the conduct of MGMIC and the Principals as described above, including the diversion of corporate funds, Staff sought and were granted a Freeze Direction pursuant to section 126(1)(a) of the *Securities Act*, freezing the funds in MGMIC account # 5407640 held at the Toronto Dominion Bank at 220 Commerce Valley Drive (the "**Freeze Direction**"). The Freeze Direction issued by the Commission was issued on October 29, 2018. Attached hereto and marked as **Exhibit "FF"** is a copy of the Freeze Direction.

46. I was advised by Elia Pacitto, Assistant to Zohair Kassam at the Toronto Dominion Bank, that the balance in the account was $164,158.63 when the Freeze Direction was imposed.

47. Pursuant to subsection 126(5) of the Securities Act, within 10 days of the Freeze Direction, Staff are required to serve and file a Notice of Application in the Superior Court of Justice seeking a continuation of the Freeze Direction. Staff seek a continuation of the Freeze Direction before this Honourable Court as part of this application.

48. I swear this affidavit in support of an Application pursuant to ss. 126 and 129 of the *Securities Act* and for no other or improper purpose.

SWORN BEFORE ME	)	
	)	
at the City of Toronto,	)	
	)	Louisa Fiorini
this 2nd day of November, 2018	)	

A Commissioner for taking affidavits
Dithm Emami

Doc#4323331v2

Appendix “B”

Court File No.: CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 129 OF THE SECURITIES ACT R.S.O. 1990, c. S.5, AS AMENDED

B E T W E E N:

ONTARIO SECURITIES COMMISSION

Applicant

\- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

SECOND REPORT TO THE COURT OF GRANT THORNTON LIMITED IN ITS CAPACITY AS RECEIVER OF THE RESPONDENTS

May 9, 2019

GrantThornton

Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, Ontario
M5H 3T4

TABLE OF CONTENTS

APPENDICES

Appendix A	Appointment Order, as amended and Endorsement
Appendix B	Affidavit of Louisa Fiorini sworn November 2, 2018
Appendix C	Order and Endorsement of Justice Hainey dated November 19, 2018
Appendix D	First Report of the Receiver dated November 18, 2018, without appendices
Appendix E	Receiver's Interim Statement of Receipts and Disbursements for the period of November 5, 2018 to March 31, 2019
Appendix F	Parcel search in respect of the Timiskaming Property
Appendix G	Parcel search in respect of the Birchmount Property
Appendix H	Reasons of Justice Dunphy dated November 26, 2018 and Order dated November 27, 2018
Appendix I	Endorsement dated May 2, 2019
Appendix J	Parcel search in respect of the Palace Pier Property
Appendix K	Correspondence from Brian Shiller dated January 7, 2019
Appendix L	Order and Endorsement of Justice McEwen dated January 23, 2019
Appendix M	Parcel search in respect of the Steeles Property
Appendix N	Order and Endorsement of Justice Wilton-Siegel dated May 8, 2018
Appendix O	Endorsement of Justice Hainey dated August 20, 2018
Appendix P	Parcel search in respect of the Euclid Property
Appendix Q	Affidavit of Jonathan Krieger sworn May 9, 2019
Appendix R	Affidavit of Sam Rappos sworn May 8, 2019

Court File No.: CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 129 OF THE SECURITIES ACT R.S.O. 1990, c. S.5, AS AMENDED

B E T W E E N:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

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

SECOND REPORT TO THE COURT OF GRANT THORNTON LIMITED IN ITS CAPACITY AS RECEIVER OF THE RESPONDENT

May 9, 2019

INTRODUCTION

1. This Report is filed by Grant Thornton Limited ("**GTL**") in its capacity as the receiver (the "**Receiver**") over the property, assets and undertakings of Money Gate Mortgage Investment Corporation ("**MGMIC**"). GTL was appointed Receiver on November 6, 2018 on an application of the Ontario Securities Commission (the "**OSC**") pursuant to an order of the Honourable Mr. Justice Hainey, as amended (collectively, the "**Appointment Order**"). as **Appendix "A"**.

2. MGMIC is a mortgage investment corporation that lends money to borrowers, which loans are secured by mortgages, and/or acquires mortgages registered against commercial and residential properties. The current mortgage portfolio of MGMIC involves seven mortgages registered against properties located in the province of Ontario.[1]

3. Between August 2014 and April 2017, MGMIC raised approximately $11 million from approximately 155 investors through the sale of preferred shares of MGMIC. Those investments were pooled and loaned to borrowers on secured basis or were used to acquire an interest in existing mortgages.

4. Another related company, Money Gate Corporation ("**MGC**") operated as a mortgage administrator for MGMIC, servicing the MGMIC mortgages and received a fee in exchange for its services.

5. Morteza Katebian, also known as Ben Katebian ("**Ben**") and Payam Katebian ("**Payam**", and together with Ben, the "**Principals**") were each a director, officer and directing mind of MGMIC and MGC.

6. Detailed background information pertaining to MGMIC's business operations, including the circumstances leading to the appointment of the Receiver, are contained in the affidavit of Louisa Fiorini sworn November 2, 2018 (the "**Fiorini Affidavit**"), filed in support of the receivership application. A copy of the Fiorini Affidavit, without exhibits, is attached hereto as **Appendix "B"**.

7. On November 19, 2018, on an *ex parte* motion made by the Receiver, the Court issued an order (the "**November 19th Order**"), among other things:

---

[1] A number of these mortgages have been discharged either through a power of sale proceeding or by registration of a vesting order by a receiver appointed to sell these properties. As described in greater detail herein, GTL in its capacity as the Receiver of MGMIC continues to assert a security interest in the proceeds from the sale of those properties.

(a) compelling Toronto-Dominion Bank and TD Canada Trust (collectively, "**TD**") to freeze and prevent the removal or transfer of monies or assets from accounts held by Ben and 2399029 Ontario Inc. ("**239 Ontario**"), a company owned, directly or indirectly, and controlled by Ben (the "**Principals' Bank Accounts**");

(b) ordering Ben and 239 Ontario to provide the Receiver with all books, records, documents, papers, and information of any kind whatsoever (the "**Records**") pertaining to the $1.2 million received with respect to the Birchmount Mortgage (as defined herein); and

(c) ordering TD to disclose and deliver to the Receiver all Records in the Banks' power, possession or control relating to the Principals' Bank Accounts for the period from and after November 28, 2017.

Copies of the November 19th Order and the corresponding endorsement of Justice Hainey are collectively attached hereto as **Appendix "C"**.

8. In support of the November 19th Order, the Receiver filed its First Report to the Court dated November 18, 2018 (the "**First Report**"), which provided the evidentiary basis for the issuance of the November 19th Order. A copy of the First Report, without appendices, is attached hereto as **Appendix "D"**.

PURPOSE OF THIS SECOND REPORT

9. The purpose of this Second Report is to provide an update on the status of this Receivership Proceeding and to provide the Court with information to support the Receiver's request for an order:

(a) approving the First Report, this Second Report, and the conduct and activities of the Receiver, as described therein;

(b) compelling TD and Royal Bank of Canada (collectively, the "**Banks**") to provide to the Receiver the account statements, and any other documents, cheques or information required by the Receiver pertaining to the bank accounts now and previously held in the name of MGMIC (the "**MGMIC Bank Accounts**") and the Principals' Bank Accounts (collectively, the "**Bank Accounts**"), for the period from and including May 1, 2014;

(c) compelling TD to provide to the Receiver the bank account statements of 2546456 Ontario Inc. (the "**Dovercourt Owner**"), the registered owner of the Dovercourt Property (as defined below), together with any other documents, cheques or information required by the Receiver pertaining to the bank account statements of the Dovercourt Owner (the "**Dovercourt Bank Statements**") for the time period from and including November 16, 2016;

(d) approving the Receiver's Interim Statement of Receipts and Disbursements for the period from November 5, 2018 to March 31, 2019, attached hereto as **Appendix "E"**;

(e) approving the fees and disbursements of the Receiver and Chaitons LLP, legal counsel to the Receiver ("**Chaitons**"), as described herein; and

(f) any other relief requested that this Court deems appropriate.

10. The Receiver's activities since its appointment are detailed throughout this Second Report, with specific details of particular activities being described at paragraph 81 of this Report.

RESTRICTIONS AND TERMS OF REFERENCE

11. In preparing this Second Report, the Receiver has relied upon unaudited financial information, MGMIC's books and records, certain financial information, discussions with

the Principals, their counsel, and, and discussions with other parties. The Receiver's work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.

12. This Second Report has been prepared for the use of this Court to provide general information and an update relating to these Receivership Proceedings. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.

13. All references to dollars are in Canadian currency unless otherwise noted.

14. Copies of materials filed in these Receivership Proceedings are available on the Receiver's case website at: www.GrantThornton.ca/MoneyGate.

MGMIC MORTGAGE PORTFOLIO

15. As at the date of the Appointment Order, MGMIC held a registered mortgage in the following properties (collectively, the "**Properties**") or a security interest in the proceeds from the sale of some of these properties, (collectively, the "**MGMIC Mortgages**"), all located in Ontario:

Property	Address	First Mortgage	Second Mortgage	Third Mortgage
Timiskaming Property	1107 Lakeshore Rd S. Timiskaming Shores	$ 435,000	$ 3,475,000	$ -
Timmins Property	5355 Highway 101 W. Timmins	2,372,500	-	-
Birchmount Property	4 Birchmount Rd Toronto	-	-	1,600,000
Palace Pier Property	2045 Lakeshore Blvd W. Toronto	765,326	665,000	-
Dovercourt Property	558 Dovercourt Rd Toronto	-	611,000	-

Steeles Property[2]	4342 Steeles Ave West Vaughan	-	320,000	-
Euclid Property	293 Euclid Ave Toronto	-	282,500	-
Total		**$ 3,572,826**	**$ 5,353,500**	**$ 1,600,000**

16. With the exception of the mortgage registered against the Euclid Property, the balance of the MGMIC Mortgages matured prior to the date of the Appointment Order.

17. The Receiver understands that the Timiskaming Property, the Timmins Property and the Steeles Property are owned by companies that are owned and/or controlled directly or indirectly by Arash Missaghi ("**Missaghi**"). MGMIC's portion of the Birchmount Mortgage was acquired by it from a company owned and/or controlled, directly or indirectly, by Missaghi.

18. The Palace Pier Property is owned by a company that is owned and/or controlled directly or indirectly by Jonathan Ricci ("**Ricci**") and/or Sai Mohammed whose real name is Mo Jiwani ("**Sai**"). Based on the information reviewed by the Receiver and its counsel in this proceeding, including transcripts from the examination of Ricci in related proceedings, the Receiver understands that during the time period when the majority of the MGMIC Mortgages were obtained, Ricci, Sai, Missaghi and MGMIC, among others, carried on business from the same office location at 25 Mallard Road, Toronto, Ontario and were business partners on a number of transactions involving MGMIC and the Principals.

19. The Euclid Property is owned by companies that are owned and/or controlled directly or indirectly by the Principals. The Dovercourt Property is owned indirectly by Payam and Ricci.

[2] As described in greater detail herein, the Steeles Property was sold under power of sale prior to the appointment of the Receiver. The transfer is the subject matter of a fraudulent preference or conveyance action commenced by another creditor which held a security interest against the Steeles Property.

THE MGMIC MORTGAGES

The Timiskaming Property

20. The Timiskaming Property consists of a 38-hectare commercial site including a vacant wood panel manufacturing plant and a historic wood waste landfill. On June 19, 2012, Mansteel New Liskeard Inc. ("**Mansteel**"), a company owned and/or controlled directly or indirectly by Missaghi, purchased the Timiskaming Property from Uniboard Canada Inc.("**Uniboard**") for $1. Pursuant to the sale agreement between Uniboard and Mansteel, Mansteel agreed to, among other things, assume all environmental obligations relating to the Timiskaming Property and perform certain environmental work (the "**Environmental Work**"). Pursuant to the sale agreement, Uniboard agreed to pay to Mansteel a sum of $6 million plus applicable taxes (the "**Environmental Fee**") for performing the Environmental Work. The Environmental Fee was comprised of a lump sum of $3.5 million paid on closing and a sum of $2.5 million (the "**Escrow Funds**") deposited with an escrow agent. Uniboard takes the position that Mansteel would only be entitled to access the Escrowed Funds if and as Environmental Work was actually performed.

21. In July 2013, Ministry of Environment and Climate Change of Ontario ("**MOECC**") conducted an inspection of the landfill on the Timiskaming Property. On October 23, 2013, the MOECC issued a Provincial Officer's Order requiring Mansteel to perform certain environmental remediation actions and to submit certain written action plans to the MOECC (the "**MOE Order**"). On June 23, 2016, the Ontario Court of Justice issued an order finding Mansteel guilty of the offence and ordered Mansteel to complete remediation work by November 15, 2016. The Receiver is advised by the MOECC that this work was not completed and that contamination of the Mansteel Property is continuing.

22. On December 8, 2017, on a motion made by Mansteel, this Court made an order requiring the escrow agent to pay the sum of $1,343,054. The Receiver is not aware if the escrow

agent continues to hold the balance of the Escrow Funds and is in the process of investigating same.

23. On July 13, 2016, MGMIC made a loan to Mansteel in the principal amount of $3,475,000, secured by a second mortgage registered on title against the Timiskaming Property in the principal amount of $3,475,000 (the "**Second Timiskaming Mortgage**").

24. On August 24, 2016, MGMIC also took an assignment from Canada Capital Corporation ("**CCC**") of the first mortgage registered against title to the Timiskaming Property in the principal amount of $300,000 (the "**First Timiskaming Mortgage**" and together with the Second Timiskaming Mortgage, the "**Timiskaming Mortgages**") by paying to CCC the sum of $435,000. The Receiver understands that CCC is also a company owned and/or controlled by Missaghi.

25. A construction lien was registered by James Lathem Excavating Limited against the Timiskaming Property in 2015, prior to the registration of the Second Timiskaming Mortgage, in the amount of $229,290. A copy of the parcel search in respect of the Timiskaming Property is attached to this Report as **Appendix "F"**.

26. On August 14, 2018, MGMIC commenced a proceeding against, among others, Mansteel for an order appointing a Receiver over, among others, Mansteel by issuing a Notice of Application. MGMIC did not advance is application further prior to the appointment of the Receiver.

Status of the Timiskaming Mortgages

27. The Timiskaming Mortgages have matured and are in default. MGMIC has not received a mortgage payment from Mansteel since July 4, 2017.

28. Since its appointment, the Receiver has engaged in discussions the MOE, Uniboard Canada, and an independent environmental engineer to determine the extent of environmental remediation requirements.

29. As MGMIC holds a mortgage secured by the Timiskaming Property, the Receiver commissioned an independent appraisal of the Timiskaming Property in order to determine whether it will be commercial to undertake further environmental review. The appraisal of the Timiskaming Property has been delayed due to difficulties in physically accessing the property as a result of heavy snowfall since the Receiver's appointment. The Receiver is advised that the appraisal on the Timiskaming Property will be provided in June 2019. The Receiver will provide an update on its course of action with respect to this property after the appraisal has been received and reviewed.

<u>The Birchmount Property</u>

30. The Birchmount Property is a 1.93 acre residential property located in Scarborough overlooking Lake Ontario and has a partially completed 12,900 sq. ft. two-story residential home located on it.

31. On December 1, 2017, MGMIC took an assignment of a 30.1% interest in the third mortgage registered against title to the Birchmount Property in favour of World Finance Corporation ("**WFC**"), a company owned and/or controlled by Missaghi (the "**Birchmount Mortgage**"). At the time of MGMIC's acquisition of a portion of the Birchmount Mortgage, the following mortgages were registered against the Birchmount Property in the following order:

(a) a mortgage in favour of Pillar Capital Corporation (another company owned and/or controlled by Missaghi) ("**Pillar**") in the principal amount of $1.4 million which, until May 5, 2015 was held by Home Trust Company ("**Home Trust**");

(b) a mortgage in favour of B&M Handelman Investments Ltd. et. al. in the principal amount of $900,000; ("**B&M Handelman**")

(c) the Birchmount Mortgage, in the principal amount of $35,000; and

(d) a mortgage in favour of Lorraine Barlow and Gilber Barlow (collectively, the "**Barlows**"), who the Receiver understands are the borrower's parents, in the principal amount of $500,000.

A copy of the parcel search in respect of the Birchmount Property is attached to this Report as **Appendix "G"**.

32. Although the principal amount of the Birchmount Mortgage as reflected by the Birchmount Property title search is $35,000, at the time of MGMIC's acquisition of the Birchmount Mortgage, it was advised by WFC that the amount owing under the Birchmount Mortgage as at the date of the assignment was approximately $5.4 million. Approximately $1.6 million was advanced by MGMIC to WFC for the acquisition of its portion of the Birchmount Mortgage

Status of the Birchmount Mortgage

33. On April 13, 2018, Rosen Goldberg Inc. (the "**Birchmount Receiver**") was appointed as the receiver of the Birchmount Property on an application of B&M Handelman. In June 2018, the Birchmount Receiver sold the Birchmount Property for $3,450,000 with the approval of the Court.

34. On November 26, 2018, the Birchmount Receiver brought a motion for advice and directions with respect to the distribution of the proceeds from the sale of the Birchmount Property. B&M Handelman took the position on this motion that it was entitled to recover the proceeds ahead of Pillar because the first mortgage against the Birchmount Property had been paid out in full.

35. On November 26, 2018, Justice Dunphy issued Reasons for Decision wherein his Honour concluded that the first mortgage was paid out in full on August 15, 2014 and that the transfer of charge dated May 5, 2015 is a nullity. Accordingly, the Court authorized the Birchmount Receiver to distribute the net proceeds to B&M Handelman up to the full value of the amounts owing to it under its mortgage. Copies of Justice Dunphy's Reasons dated November 26, 2018 and Order dated November 27, 2018 are collectively attached to this Report as **Appendix "H"**.

36. The Birchmount Receiver continues to hold approximately $1.4 million in net proceeds from the sale of the Birchmount Property (the "**Birchmount Proceeds**").

37. The Birchmount Receiver brought a motion for advice and directions concerning the distribution of the balance of the Birchmount Proceeds.

38. The assignment documents provided to the Receiver by the Principals indicate that MGMIC may have the first right of recovery on its portion of the Birchmount Mortgage ahead of WFC. Counsel for WFC advised the Receiver that some of the documents in its possession are fraudulent and provided alternative copies of these documents which, if authentic, could entitle WFC and MGMIC to share the proceeds payable in connection with the Birchmount Mortgage on *pari passu* basis. In addition, counsel for WFC has advised counsel for the Receiver that it intends to challenge the assignment of a portion of the mortgage to MGMIC.

39. The Receiver also understands that the Barlows intend to challenge the validity of the Birchmount Mortgage and amounts secured by the Birchmount Mortgage.

40. At a case conference before this Court which took place on May 2, 2019, a time table was set for delivery of materials and scheduling of the Birchmount Receiver's motion for advice

and direction. A copy of the Endorsement dated May 2, 2019 is attached as **Appendix "I"**. It is anticipated that this motion will be heard in September 2018.

41. The Receiver engaged in settlement discussions with WFC with respect to the apportionment of the proceeds, if any, payable under the Birchmount Mortgage. These settlement discussions have been put on hold for now until the validity of and the amounts secured by the Birchmount Mortgage is determined by the Court in the receivership of the Birchmount Property.

<u>The Timmins Property</u>

42. The Timmins Property consists of six (6) parcels of vacant land, totaling approximately 195 acres, located south-west of Timmins, Ontario. The Timmins Property is owned by Canadian Land Corporation ("**CLC**"), which the Receiver understands is a company owned and/or controlled directly or indirectly by Missaghi.

43. On March 4, 2016, MGMIC registered a first ranking mortgage in the principal amount of $2,375,500 against the Timmins Property (the "**Timmins Mortgage**").

Status of the Timmins Mortgage

44. The Timmins Mortgage is currently in default as it matured on March 4, 2018 and MGMIC has not received a mortgage payment from CLC since July 4, 2017.

45. To determine what actions should be undertaken, if any, the Receiver has sought an independent appraisal of the Timmins Property in order to determine whether it will be commercially reasonable to undertake further environmental review.

46. The appraisal of the Timmins Property has been delayed due to difficulties in physically accessing the property as a result of heavy snowfall since the Receiver's appointment. The Receiver has engaged an appraiser who has confirmed that the appraisal on the

Timmins Property will be provided in June 2019. The Receiver will provide an update on its course of action with respect to this property after the appraisal has been received and reviewed.

The Palace Pier Property

47. The Palace Pier Property is a residential condominium located in Toronto, Ontario. On February 10, 2014, the Palace Pier Property was purchased by Atlas Capital Corporation (2013) ("**Atlas**").

48. On August 12, 2015, registered a second mortgage against the Palace Pier Property in the principal amount of $665,000 (the "**Second Palace Pier Mortgage**"). In September 2018, MGMIC also took an assignment of the first mortgage in the amount of $765,326 (the "**First Palace Pier Mortgage**" and together with the Second Palace Pier Mortgage, the "**Palace Pier Mortgages**"). Attached as **Appendix "J"** to this Report is the parcel search in respect of the Palace Pier Property.

Status of the Palace Pier Mortgages

49. As at the date of this Second Report, both of the Palace Pier Mortgages have matured.

50. The Second Palace Pier Mortgage is subject to a litigation dispute between MGMIC and the registered owner of the Palace Pier Property (the "**Palace Pier Action**"). Prior to the appointment of the Receiver, MGMIC, as plaintiff brought a summary judgment motion. The motion was adjourned following the appointment of the Receiver to July 18, 2019.

The Dovercourt Property

51. The Dovercourt Property includes a multi-residential building located in Toronto, Ontario. The Dovercourt Property was purchased in 2011 by the Dovercourt Owner, an entity that is 50% owned by Payam and 50% owned by 2496050 Ontario Inc. ("**249**"), a company

owned and/or controlled by Ricci. Based on the transcripts of examination of Ricci and Payam in the Palace Pier Action, the Receiver understands that Ricci has previously acted as legal counsel for MGMIC, the Principals and other related parties. Based on the materials filed by Atlas, the Receiver understands that Ricci is also a shareholder and/or director of Atlas.

52. On June 5, 2017, MGMIC registered a second ranking mortgage against the Dovercourt Property in the principal amount of $611,000 (the "**Dovercourt Mortgage**"). As at the date of this Report, $802,791.20 remains owing to MGMIC under the Dovercourt Mortgage.

Status of the Dovercourt Mortgage

53. On July 30, 2018, on application by MGMIC, Ira Smith Trustee & Receiver Inc. (the "**Dovercourt Receiver**") was appointed as receiver over the Dovercourt Property. The Dovercourt Receiver brought a motion before this Court returnable in January 2019 for an order, among other things, approving: (i) the sale of the Dovercourt Property; (ii) a distribution of the net sale proceeds to the first mortgagee up to the full amount owing under the first mortgage; and (iii) distributing the balance of the net sale proceeds to the Receiver.

54. On January 7, 2019, prior to the return of the sale approval motion, counsel for the Dovercourt Receiver and counsel for the Receiver received correspondence from Brian Shiller ("**Shiller**"), 249's and Ricci's counsel, wherein Shiller advised that 249 claims priority over MGMIC to the net proceeds from the sale of the Dovercourt Property for the following reasons:

(a) Ricci purchased 50% of the shares in the Dovercourt Owner from Payam pursuant to a share purchase agreement dated May 16, 2017;

(b) On May 15, 2017, prior to the execution of the shareholder agreement, Payam, in his capacity as the sole shareholder of the Dovercourt Owner allegedly executed a shareholder resolution amending the articles of incorporation of the Dovercourt Owner to restrict its ability to, among other things, encumber the Dovercourt Property without the consent of all shareholders;

(c) Ricci claims that MGMIC's mortgage was granted without his knowledge and in contravention of the Dovercourt Owner's articles of incorporation.

A copy of Shiller's correspondence is attached to this Report as **Appendix "K"**.

55. On January 23, 2019, the Court approved the sale of the Dovercourt Property and a distribution to the first mortgagee up to the full amount owing under their mortgage. The Court also ordered that the balance of the net sale proceeds be paid to the Receiver to be held in trust pending a distribution motion to be brought in this proceeding. Attached to this Report as **Appendix "L"** are copies of the order and endorsement dated January 23, 2019.

56. On February 6, 2019, the Receiver received $391,027 (the "**Dovercourt Funds**") from the Dovercourt Receiver, which represented the first distribution from the proceeds available from the sale of the Dovercourt Property after payment of the fees and disbursements of the Dovercourt Receiver and the amounts owing under the first mortgage. The Receiver anticipates the receipt of a second distribution following the conclusion of the administration by the Dovercourt Receiver, which the Receiver expects will be nominal.

57. Counsel for the Receiver is in the process of conducting an investigation with respect to the claims raised by Ricci. To aid the Receiver in its review, the Receiver requires the Dovercourt Bank Statements, to assist it in understanding how the funds advanced by MGMIC were used and disbursed by the Dovercourt Owner.

58. Counsel for the Receiver was advised by the Dovercourt Receiver that they do not have a fulsome record of the Dovercourt Bank Statements. To avoid the duplicate cost of the Dovercourt Receiver taking steps to obtain this information, the Receiver seeks an order of this Court authorizing TD to release the Dovercourt Bank Statements to the Receiver.

59. Once the Receiver completes its investigation into 249's claims, it will bring a motion in this proceeding, on notice to 249, for advice and direction with respect to the distribution of the Dovercourt Funds.

60. Even if the Court finds that MGMIC's mortgage is valid and enforceable and that MGMIC is entitled to the Dovercourt Funds, MGMIC will still suffer a substantial shortfall on its loan to the Dovercourt Owner.

The Steeles Property

61. The Steeles Property includes of a commercial building located in Vaughan, Ontario which was purchased by Enigma Land Ltd. ("**Enigma**"), a company owned and/or controlled directly or indirectly by Missaghi. A copy of the parcel search in respect of the Steeles Property is attached to this Report as **Appendix "M"**.

62. On November 27, 2015, MGMIC and Curah Capital Corporation ("**Curah**") registered a transfer of 86.4% of the second ranking mortgage registered against title to the Steeles Property (the "**Second Steeles Mortgage**"). Pursuant to the transfer, MGMIC acquired 25.8% of the Second Steeles Mortgage. To acquire its portion of the Second Steeles Mortgage, MGMIC advanced $320,000 to the assignor, which was also a company owned and/or controlled directly or indirectly by Missaghi. $406,534.93 remains owing to MGMIC under its portion of the Second Steeles Mortgage.

63. Curah's portion of the Second Steeles Mortgage was transferred on October 27, 2016 to 2381438 Ontario Corporation ("**238**").

Status of the Steeles Mortgage

64. In April 2018, MGMIC commenced an enforcement proceeding (the "**MGMIC Steeles Proceeding**") to recover the funds owing under its portion of the Second Steeles Mortgage. Shortly thereafter MGMIC learned that the first mortgagee is trying to sell the Steeles Property under power of sale. Pursuant to an order of this Court dated May 8, 2018, the borrower was required to pay the sum of $375,000 into Court. A copy of the May 8, 2018 order is attached to this Report as **Appendix "N"**.

65. On August 28, 2018, Justice Hainey made an Endorsement in the MGMIC Steeles Proceeding requiring the first mortgagee, among other things, to pay into Court the full amount of MGMIC's mortgage, plus interest, if the Steeles Property is sold before the return of MGMIC's receivership application on August 20, 2018. A copy of Justice Hainey's Endorsement is attached to this Report as **Appendix "O"**.

66. On September 24, 2018, the Steeles Property was sold by the first under power of sale to another company owned and/or controlled directly or indirectly by Missaghi and $375,000 was paid into Court in accordance with the Endorsement of Justice Hainey. Shortly after the Steeles Property was sold under power of sale, 238 commenced a new proceeding for an order, among other things, setting aside the sale as a fraudulent preference or conveyance.

67. The Receiver intends to bring a motion for an order releasing the funds paid into Court to it in satisfaction of MGMIC's portion of the Second Steeles Mortgage. The following claims have been asserted to date in connection with these proceeds:

   (a) WFC filed responding materials in MGMIC's enforcement proceeding claiming that MGMIC's portion of the Second Steeles Mortgage was assigned to it; and

(b) In 238's proceeding, the former owner of the Steeles Property filed materials disputing the validity of the assignment of the portions of the Second Steeles Mortgage taken by MGMIC and 238.

68. There is substantial litigation risk in connection with recovery of the funds paid into Court. Even if the Receiver is ultimately successful in having the funds held in Court released to it, due to the expected legal costs associated with litigating these claims, the Receiver anticipates that MGMIC will suffer a shortfall on this loan.

<u>The Euclid Property</u>

69. The Euclid Property is a multi-residential building located in Toronto, Ontario that was purchased by 2450531 Ontario Inc. ("**2450 Ontario**"), an entity owned by Payam Katebian, on March 13, 2015.

70. On September 27, 2016, pursuant to a residential second mortgage agreement between MGMIC and 2450 Ontario dated September 20, 2016, 2450 Ontario granted a second mortgage (the "**Euclid Mortgage**") in favour of MGMIC against the Euclid Property in the amount of $282,500. The Euclid Mortgage ranks second behind a first mortgage in the amount of approximately $1,120,000 held by Home Trust Company (the "**Home Trust Mortgage**"). A copy of the parcel search in respect of the Euclid Property is attached to this Report as **Appendix "P"**.

Status of the Euclid Mortgage

71. The Receiver has confirmed that the Home Trust Mortgage is current and in good standing. Prior to the Appointment Order, the Euclid Mortgage was renewed for a six-month period with a maturity date of April 30, 2019. Under the Euclid Mortgage, 2450 Ontario has made the required monthly interest payments for the months of November 2018 through to April 2019.

72. In April 2019, the Receiver was in communication with Payam who has indicated 2450 Ontario's intention to pay out the Euclid Mortgage upon maturity.

73. The Euclid Mortgage matured on April 30, 2019. As at the date of this report, the Euclid Mortgage has not been repaid.

74. The Receiver intends to issue a formal demand to 2450 Ontario requiring full repayment of its loan to 2450 Ontario. In the absence of a full payout, it is the Receiver's intention to commence power of sale proceedings to enforce its mortgage against the Euclid Property.

TRANSACTION REVIEW AND REQUEST FOR BANK ACCOUNT INFORMATION

75. From the review of MGMIC's books and records, the OSC's application record and the examinations of Ricci and the Principals in the Palace Pier Action the Receiver has learned that in a number of cases involving loans to Ricci, Sai, Missaghi and the Principals, the funds advanced by MGMIC and interest and principal payments owing to MGMIC were re-directed to one or more of the Principals' Bank Accounts.

76. Pursuant to the terms of the November 19th Order, this Court ordered TD to release to the Receiver the Principals' Bank Accounts for the time period from and after November 28, 2017. To allow the Receiver to carry out its mandate in this proceeding, the Receiver requires access to MGMIC's and the Principals' Bank Accounts for the time period from and after May 1, 2014, the date on which MGMIC was incorporated.

77. MGMIC opened its bank account with TD on September 7, 2016. Prior to this time period, MGMIC had a bank account with Royal Bank of Canada, which account was closed effective September 22, 2016. The Receiver seeks an order of this Court requiring Royal Bank of Canada to disclose and produce to the Receiver copies of MGMIC's bank account statements together with any other documents, cheques or information required by the Receiver pertaining to these bank accounts.

78. Without access to the Bank Accounts, the Receiver is unable to properly respond to the various challenges made in respect of the MGMIC Mortgages and is limited in its ability to enforce these mortgages.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

79. Attached hereto as **Appendix "E"** is the Receiver's Interim Statement of Receipts and Disbursements for the period of November 5, 2018 to April 30, 2019 (the "**Interim SRD Period**") which outlines the cash balances of the Company. As at the date of the Appointment Order, the cash balance held by MGMIC totaled $164,159. As at March 31, 2019, the cash balance in the Receiver's trust account for MGMIC totaled $515,878.

80. For the Interim SRD Period, the receipts received by the Receiver totaled $565,357, consisting mainly of: (i) the proceeds from the sale of the Dovercourt Property, which are being held separately in trust until the issues involving same (as discussed above) are resolved; and (ii) interest payments on the Euclid Mortgage totaling $8,475. The Disbursements incurred by the Receiver for the Interim SRD Period totaled $202,250 consisting of Legal fees, the Receiver's fees, bank charges, and other administrative expenses. While the Receiver's fees are reflected as an accrual on the Interim SRD, only $49,143.08 has been disbursed.

OTHER ACTIVITIES OF THE RECEIVER SINCE THE APPOINTMENT ORDER

81. Since the date of its appointment, the activities of the Receiver and its counsel have included:

    (a) corresponding with the Birchmount Receiver and Dovercourt Receiver regarding the sale of the Birchmount Property and Dovercourt Property, respectively;

    (b) corresponding with legal counsel regarding various litigation matters;

(c) attending the Company's premises in Thornhill, Ontario to meet with the Principals and MGMIC's counsel to obtain an electronic backup of all company documents, and review information related to MGMIC Mortgages;

(d) completing various analysis on the source and use of funds with respect to the Properties;

(e) engaging in various settlement negotiations with various counterparties with respect to the MGMIC Mortgages;

(f) monitoring the performing mortgage and taking enforcement steps, where appropriate;

(g) corresponding with the OSC in respect of these Receivership Proceedings;

(h) corresponding with MGMIC's former counsel to obtain documents related to enforcement litigation;

(i) advancing the Palace Pier Action;

(j) liaising with consultants regarding environmental remediation orders;

(k) corresponding with MGMIC's former auditors;

(l) responding to numerous email and phone inquiries and requests for general updates or information from investors and other stakeholders of MGMIC;

(m) conducting settlement discussions with other mortgagees and stakeholders;

(n) maintaining a public website for these Receivership Proceedings in accordance with the Commercial List E-Service Protocol including, copies of motion materials, reports, orders, and notices; and,

(o) preparing this Second Report.

PROFESSIONAL FEES

82. Pursuant to paragraph 19 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 20 of the Appointment Order, the Receiver and its counsel shall pass their accounts.

83. The Receiver seeks to have its fees and disbursements, including those of its legal counsel, approved by the Court for the period beginning November 5, 2018 and ending March 31, 2019. The Receiver and its counsel have maintained detailed records of their professional time and costs.

84. The total fees for the Receiver for the period November 5, 2018 and ending March 31, 2019 amount to $100,868.75, plus disbursements of $175.29, and HST of $11,604.38, for a total of $112,648.42. The time spent by the Receiver is more particularly described in the Affidavit of Jonathan Krieger sworn May 9, 2019 (the "**Krieger Affidavit**"), which is attached hereto as **Appendix "Q"** and contains copies of invoices that set out the services provided during this time period.

85. The total fees of Chaitons, as counsel to the Receiver, for the period of November 7, 2018 and ending March 31, 2019 amount to $77,900.50, plus disbursements of $1,125.17 and HST of $10,231.21 for a total of $89,256.88. The time spent by Chaitons is more particularly described in the Affidavit of Sam Rappos sworn May 8, 2019 (the "**Rappos Affidavit**"), which is attached hereto as **Appendix "R"** and contains, among other things, copies of invoices that set out the services provided during this period of time.

86. It is the Receiver's opinion that the fees and disbursements of the Receiver and Chaitons accurately reflect the work done by the Receiver and on behalf of the Receiver by Chaitons

in connection with the receivership and the administration of the Property of MGMIC from November 5, 2018 and ending March 31, 2019.

CONCLUSION AND RECOMMENDATION

87. For the reasons set out in this Second Report, the Receiver is of the view that the relief requested is reasonable and appropriate in the circumstances and respectfully recommends that this Court make the order granting the Receiver's requested relief.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 9th day of May, 2019.

GRANT THORNTON LIMITED,
solely in its capacity as the Court-appointed receiver and manager of Money Gate Mortgage Investment Corporation and not in its personal or corporate capacity

Per: ______________________
Jonathan Krieger, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix “C”

Request ID / *Demande n°*
19598592

Ontario Corporation Number
Numéro de la compagnie en Ontario
2546456

FORM 1 / *FORMULE NUMÉRO 1*

BUSINESS CORPORATIONS ACT / *LOI SUR LES SOCIÉTÉS PAR ACTIONS*

ARTICLES OF INCORPORATION
STATUTS CONSTITUTIFS

1. The name of the corporation is: *Dénomination sociale de la compagnie:*

   2546456 ONTARIO INC.

2. The address of the registered office is: *Adresse du siège social:*

   C/O PAYAM KATEBIAN
   1 EMERALD LANE Suite 409

   (Street & Number, or R.R. Number & if Multi-Office Building give Room No.)
   (Rue et numéro, ou numéro de la R.R. et, s'il s'agit édifice à bureau, numéro du bureau)

   THORNHILL ONTARIO
   CANADA L4J 8N2

   (Name of Municipality or Post Office) *(Nom de la municipalité ou du bureau de poste)*
   (Postal Code/*Code postal*)

3. Number (or minimum and maximum number) of directors is: *Nombre (ou nombres minimal et maximal) d'administrateurs:*

   Minimum 1 Maximum 10

4. The first director(s) is/are: *Premier(s) administrateur(s):*

   First name, initials and surname / *Prénom, initiales et nom de famille*

   Resident Canadian State Yes or No / *Résident Canadien Oui/Non*

   Address for service, giving Street & No. or R.R. No., Municipality and Postal Code / *Domicile élu, y compris la rue et le numéro, le numéro de la R.R., ou le nom de la municipalité et le code postal*

* PAYAM KATEBIAN — YES

1 EMERALD LANE Suite 409

THORNHILL ONTARIO
CANADA L4J8N2

Request ID / *Demande n°*
19598592

Ontario Corporation Number
Numéro de la compagnie en Ontario
2546456

5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la compagnie.

None

6. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la compagnie est autorisée à émettre:

The authorized capital of the Corporation consists of:

1. An unlimited number of Voting Common Shares; and
2. An unlimited number of Non-Voting Preference shares.

Request ID / *Demande n°*
19598592

Ontario Corporation Number
Numéro de la compagnie en Ontario
2546456

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions que peut être émise en série:

Non-Voting Preference Shares
The Non-Voting Preference Shares shall have attached to them the following rights, privileges, restrictions and conditions:
(a) Non-Cumulative Preferential Dividends: The holders of the Non-Voting Preference Shares shall in each year in the discretion of the Directors, but always in preference and priority to any payment of dividends on the Common Shares for such year, be entitled to non-cumulative dividend(s) at a rate to be determined by the Directors, payable from time to time in the discretion of the Directors, which dividend(s) may be paid in money and/or property and/or by
issuing fully paid shares of the Corporation as the Directors may from time to time determine. If in any year, after providing for full dividend(s) on such Preference Shares, there shall remain any profits or surplus available for dividends, such profits or surplus, or any part thereof, may, in the discretion of the Directors, be applied to dividends on the Common Shares.
(b) Participation in Assets on Dissolution: Upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the registered holders of the Non-Voting Preference Shares shall be entitled to receive, before any distribution of any part of the assets of the Corporation among the holders of any other shares, the amount in the stated capital account maintained for the
Non-Voting Preference Shares and any dividends or amounts declared thereon and unpaid, payable ratably per share.
(c) Redemption of Non-Voting Preference Shares: Subject to the provisions of the Business Corporations Act, as amended or re-enacted from time to time, the Corporation, upon giving notice as provided in this paragraph, may redeem the whole or any part of the Non-Voting Preference Shares on payment, for each share to be redeemed, of a price per share equal to the amount in the stated capital account maintained for the Non-Voting Preference Shares together with all
dividends declared thereon and unpaid divided by the number of issued Non-Voting Preference Shares outstanding immediately prior to giving effect to such redemption. Not less than twenty-one (21) days notice in writing of such redemption shall be given by mailing such notice to the registered holders of the shares to be redeemed specifying the price, the number of shares held by the registered holder which are to be redeemed and the date and place or places of redemption. In case a part only of the then outstanding Non-Voting Preference
Shares is at any time to be redeemed, the shares so to be redeemed shall be selected by lot in such manner as the Directors in their discretion shall decide or, if the Directors so determine, may be redeemed pro rata, disregarding fractions, and the Directors may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares. If such notice has been given by the Corporation and an amount sufficient to redeem

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions que peut être émise en série:

such shares has been deposited with any trust company or chartered bank in Canada, as specified in the notice, the holders of such shares shall thereafter have no rights against the Corporation in respect of the shares except, upon the surrender of the certificates (if any) for such shares, to receive payment for the redemption of the shares out of the moneys so deposited. Any interest allowed on any such
deposit shall belong to the Corporation. Subject to applicable law, moneys so deposited which have not been claimed within six years after the date of their deposit shall be returned to and thereafter belong to the Corporation.

(d) No Voting Rights: Subject to the provisions of the Business Corporations Act, as amended or re-enacted from time to time, the holders of Non-Voting Preference Shares shall not, as such, be entitled to receive notice of or to attend at any meetings of the Shareholders of the Corporation nor shall they have any voting rights for the election of Directors or for any other purpose.

Voting Common Shares

The Voting Common Shares shall have attached to them the following rights, privileges, restrictions and conditions:

(a) Dividends: Subject to the prior rights attaching to the Non-Voting Preference Shares, the registered holders of Voting Common Shares shall be entitled to receive and the Corporation shall pay, any dividend(s) declared by the Directors, as and when declared by the Directors in any financial years as the Directors may by resolution determine, out of the moneys of the Corporation properly applicable to the payment of dividends.

(b) Participation in Assets on Dissolution: Subject to the prior rights attaching to the Non-Voting Preference Shares, the registered holders of Voting Common Shares shall be entitled to receive the remaining property of the Corporation upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, and any other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs.

(c) Voting Rights: The registered holders of Voting Common Shares shall be entitled to one (1) vote for each Voting Common Share held (in person or by proxy), at any meeting of shareholders of the Corporation.

Request ID / *Demande n°*
19598592

Ontario Corporation Number
Numéro de la compagnie en Ontario
2546456

8. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:

No shares of the Corporation shall be transferred without (a) the consent of the Directors of the Corporation expressed by a resolution passed by a majority of the Directors or by an instrument or instruments in writing signed by all of the Directors or (b) the consent of the Voting Common shareholders by resolution passed by a majority of such shareholders at a meeting of such shareholders entitled to vote thereat, or by consent in writing of all of such shareholders entitled to vote.

Request ID / *Demande n°*
19598592

Ontario Corporation Number
Numéro de la compagnie en Ontario
2546456

9. Other provisions, (if any, are):
Autres dispositions, s'il y a lieu:

(a) That the Directors may from time to time, in such amounts and on such terms as it deems expedient:

(i) borrow money on the credit of the Corporation;

(ii) issue, reissue, sell or pledge debt obligations (including bonds, debentures, notes or other evidences of indebtedness or guarantees, secured or unsecured) of the Corporation;

(iii) to the extent permitted by the Business Corporations Act, as amended or re-enacted from time to time, give directly or indirectly financial assistance to any person by means of a loan, a guarantee or otherwise on behalf of the Corporation to secure performance of any present or future indebtedness, liability or obligation of any person; and

(iv) charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any of the currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, franchises and undertakings, to secure any debt obligations or any money borrowed, or other debt or liability of the Corporation.

(b) To the extent permitted by the Business Corporations Act, as amended or re-enacted from time to time, that the Directors may from time to time delegate to such one or more of the Directors and/or Officers of the Corporation as may be designated by the Directors, all or any of the powers conferred on the Directors above or otherwise to such extent and in such manner as the Directors shall determine at the time of each such delegation.

(c) That the outstanding securities of the Corporation are beneficially owned, directly or indirectly, by not more than fifty persons or companies, exclusive of:

(i) persons or companies that are, or at the time they last acquired securities of the Corporation were, accredited investors (as defined under the applicable Ontario securities laws, as may be amended or re enacted from time to time); and

(ii) current or former directors, officers or employees of the Corporation or a corporation, company, syndicate, partnership, trust or unincorporated organization (each, an "Entity") affiliated (as defined under applicable Ontario securities laws, as may be amended or re-enacted from time to time) with the Corporation, or current or former consultants (as defined under applicable Ontario securities laws, as may be amended or re-enacted from time to time), who in each case beneficially own only securities of the Corporation that were issued as compensation by, or under an incentive plan of, the Corporation or an Entity affiliated with the Corporation; provided that:

(A) two or more persons who are the joint registered holders of one or more securities of the Corporation shall be counted as one beneficial owner of those securities; and

(B) an Entity shall be counted as one beneficial owner of the securities of

Request ID / *Demande n°*
19598592

Ontario Corporation Number
Numéro de la compagnie en Ontario
2546456

9. Other provisions, (if any, are):
Autres dispositions, s'il y a lieu:

the Corporation unless such Entity has been created or is being used primarily for the purpose of acquiring or holding securities of the Corporation, in which event each beneficial owner of an equity interest in the Entity or each beneficiary of the Entity, as the case may be, shall be counted as a separate beneficial owner of those securities of the Corporation.

(c) That subject to the provisions of the Business Corporations Act, as amended or re-enacted from time to time, the Corporation shall have a lien on the shares registered in the name of a shareholder who is indebted to the Corporation to the extent of such debt.

(d) That subject to the Business Corporations Act, as amended or re-enacted from time to time, the Corporation may purchase any of its issued shares.

(e) An invitation to the public to subscribe for securities of the Corporation is prohibited.

Request ID / *Demande n°*
19598592

Ontario Corporation Number
Numéro de la compagnie en Ontario
2546456

10. The names and addresses of the incorporators are
Nom et adresse des fondateurs

First name, initials and last name or corporate name
Prénom, initiale et nom de famille ou dénomination sociale

Full address for service or address of registered office or of principal place of business giving street & No. or R.R. No., municipality and postal code
Domicile élu, adresse du siège social au adresse de l'établissement principal, y compris la rue et le numéro, le numéro de la R.R., le nom de la municipalité et le code postal

* PAYAM KATEBIAN

1 EMERALD LANE Suite 409

THORNHILL ONTARIO
CANADA L4J8N2

Appendix “D”

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

May 25th, 2017

Residential SECOND Mortgage

Based upon and subject to the accuracy of information furnished to us, we undertake to provide the mortgage financing, subject to the following terms and conditions set out below, and on Schedules "A" & "B" & "C" & "D" (if applicable), which schedules forms part of this Commitment.

Type of Mortgage: Residential Second Mortgage
Lender: Money Gate Mortgage Investment Corporation

Main Borrower: 2546456 Ontario Inc.
Guarantor: Rouzbeh Behrouz

Loan Amount: $611,000.00
Subject Property Address: 558 Dovercourt Road, Toronto Ontario, M6H 2W6

Term (Months)	Interest Rate	Interest PMT	Funding Date	Amortization (Months)	Lending Fee	Non Refundable Deposit
12	**12.00%**	**$6,110.00**	**May 29th, 2017**	**Int. Only**	**2.00%**	**N/A**

By signing this commitment you are acknowledging that the interest adjustment date may change if the final funding date changes.

Payments due under this mortgage will be made by a pre-authorized payment debit system. This mortgage will be paid monthly unless otherwise indicated by the Borrower and authorized by the lender on the Schedule A attached herein.

Additional Costs:

Legal Fees & Disbursements
Appraisal

Your acceptance of this Commitment will be your undertaking to pay these costs together with all legal costs and fees incurred, whether or not this Charge/Mortgage is advanced. Please reference registered Standard Charge Terms No. 200433(ON) which form part of this commitment.

Initials: R.B

MONEY GATE Corporation

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

SOLICITOR – will be appointed to act on our behalf in this transaction. All documentation including, but not limited to, delivery of evidence confirming valid title insurance with applicable schedules from a title insurer approved by the lender and fire insurance must be acceptable to use prior to the advance of funds. Prior to closing, the solicitor is instructed to notify the lender or an agent approved by us, and the relevant underwriting department of the title insurer, of any concerns the solicitor may have regarding the identity of the borrower, the validity of prior registered instruments (particularly transfers and discharges), and any other matters that may affect the title of the subject property and/or the enforceability or priority of the lender's mortgage. In these circumstances, the solicitor may not proceed to complete the transaction until such time as the solicitor has obtained both the title insurer's and the lender's written authorization to proceed.

IN ALL MATTERS, TIME SHALL BE OF THE ESSENCE.
This commitment is open for your acceptance until the Commitment Acceptance Date after which time/date this Commitment will be null and void. This Commitment, if accepted is valid until the Final Funding Date after which time/date this Commitment will be null and void. If the Commitment becomes null and void and the Commitment Fee has already been paid, the non-refundable portion of the Commitment becomes null and void and the Commitment Fee has damages and the balance of the Commitment Fee, if any, returned to the Borrower(s). If the Commitment becomes null and void and the Commitment Fee has not already been paid, the non-refundable portion of the Commitment Fee set out above will be due by the Borrower(s) to Money Gate Corp. as liquidated damages.

FINAL ACCEPTANCE DATE: May 27th, 2017

Accepted this 26 day of May, 2017

X____________________
2546456 Ontario Inc.

X____________________
Rouzbeh Behrouz

Initials: R.B

MONEY GATE Corporation

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

:

Schedule "A"

Mortgage No.: **2017-4**

Mortgagor(s)/ **2546456 Ontario Inc.**
Rouzbeh Behrouz

PLEASE NOTE: Funds for this Loan will not be advanced by the lender until all of the following conditions are met and maintained until funding. Money Gate Corp. may terminate the Commitment or decline to advance all or any part of the Mortgage until these conditions are satisfied to the lender's satisfaction.

This Commitment is subject to:

Original Appraisal of the subject property satisfactory to the reflecting a value of **$2,425,000.00.** (Broker)

A new credit bureau will be run 30 days prior to the advance of funds. The credit must remain the same as or be better than the credit bureau run at the date of approval of the transaction. Should the credit not remain the same, this commitment will be subject to review and terms and conditions may be changed accordingly. (Broker)

Prior to closing, it is a condition of this commitment that the mortgage broker provides a copy of the Borrower Disclosure Statement fully executed by all parties involved. (Broker)

Executed Mortgage Loan Application for ALL Mortgagor(s) and Guarantor(s). (Broker)

1st Mortgage statement for the subject property showing a balance of no more than **$1,450,000.00.** (Broker)

Prior to funding, we require evidence by way of Statutory Declaration from the Mortgagor(s) that the premises being mortgaged are not and never have been insulated with Urea Formaldehyde Foam Insulation. (Solicitor)

All realty/provincial and municipal real property taxes/local improvements shall be paid by borrower and up to date prior to closing or from advancement of funds. (Solicitor)

Solicitor to provide a clear Execution Certificate with the Final Report with a Marital Status declaration. (Solicitor)

It is a condition of this commitment that the solicitor confirms that (i) they have reviewed and verified the identity of the mortgagor(s) and any spouse consenting to the mortgage by means of 2 pieces of identification (one MUST be Primary Identification) acceptable to the mortgagee (ii) the identification appears to be genuine (iii) the identification belongs to the mortgagor(s) and consenting spouse and (iv) copies of the identification showing a true likeness of the originals will be submitted to the mortgagee. The lenders accepted forms of identification will be communicated to the solicitor upon instruction. (Solicitor)

If the loan is not repaid on maturity, a 3-month interest bonus will be paid to the Lender pursuant to Section 17 of the Mortgage Act.

MONEY GATE Corporation

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

Payment in Full on Sale
The outstanding amount of the mortgage loan may be prepaid only at the closing of a bona fide open market sale of the property and the payment of the Prepayment Charge as set out below

Prepayment Charge
Open with 3-Month Interest Penalty

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

Schedule "B"

Payment By Pre-Authorized Debit:	The Borrower(s) agree(s), by acceptance of this Commitment to provide the mortgage payments by Pre-Authorized Debit payable to Money Gate Corp. In Trust
Accrued Interest:	Accrued interest calculated from the date that this mortgage is advanced to the Interest Adjustment Date will be deducted from the gross funds advanced. The Interest Adjustment Date is set one month prior to the First Payment Date.
Assignment of Commitment:	Neither this Commitment nor the proceeds of the Charge/Mortgage loan are assignable by the Borrower(s) without express written consent.
Credit Rating:	Receipt of an updated credit rating acceptable to the lender. The credit rating must be the same or better than the rating obtained with this Commitment was given. In the event the credit rating is less favourable, the terms and conditions of this Commitment will be subject to revision and the Loan may not be advanced.
Legal & Other Costs/Fees:	All legal, appraisal, title insurance and fire insurance premiums and other costs and fees incurred in connection with this Loan (including those identified on the first page of this Commitment) are payable by the Borrower(s) whether or not this Loan ultimately is completed and the funds advanced.
Regulations:	Confirmation, in form and substance satisfactory to the lender that the property complies with all municipal, provincial and federal statues, regulations and requirements. This requirement is waived by delivery of the title insurance policy with applicable schedules covering such compliances matters.
Prepayment Restrictions:	It is intended and agreed that the Charge/Mortgage loan may not be prepaid prior to the maturity date unless provided herein as a privilege. See All Loans Prepayment.
Taxes:	All realty/provincial and municipal real property taxes/local improvements shall be paid by borrower and up to date prior to closing.
Purchaser Approval:	The may require that the Loan be immediately repaid with the applicable prepayment indemnity if the Borrower(s) sell(s), transfer(s) or otherwise dispose(s) of the property or any interest therein to a purchaser not approved by the lender.
Standard Charge Terms:	The Charge/Mortgage is deemed to contain all clauses included in registered Standard Charge Terms No. 200433 (Ontario) and Schedule "C" Schedule of Fees. Each Borrower(s) and Guarantor(s) acknowledge receipt of a copy of the applicable Standard Charge Terms.
Rent and Management:	PROVIDED also and it is hereby further agreed by and between the Borrower and the Lender(s) that should default be made by the Borrower in the observance or performance of any of the covenants, provisos, agreements or conditions contained in this charge, the charge reserves the rights to enter into the said lands and premises and

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

to receive the rents and profits and to be entitled to receive in addition to all other fees, charges and disbursements to which the charge is entitled. A management fee so as to reimburse the charge for reasonable item and trouble in the management of the said lands and premises. It is being understood and agreed that in the circumstances a management fee equal to 5% of the gross receipt received by the charge in the management of the said lands and the premises is just an equitable fee having regard to all of the circumstances.

Schedule of Fees: A schedule of our current servicing administration fees that will apply to the mortgage is provided in Schedule "C".

Renewal Options: Available subject to approval of the lender if all mortgages are in good standing based on new terms and condition.

Money Gate Corp. reserves the right to charge reasonable fees for other administrative services and to amend its fees from time to time.

MONEY GATE Corporation

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

Schedule "C"

Our current schedule of administration and servicing fees includes the following charges:

$250.00 – Missed Payment Fee: Payable for each missed or late installment and for processing each NSF cheque or other returned payment. Plus $50 for each additional day until the cheque in the sufficient amount is provided and cleared.

$250.00 – Insurance: Payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements.

$1,500.00 – Default Proceedings: Payable for each act or proceeding instituted.

$175.00 – Mortgage Statements: For preparation of each statement.

$300.00 – Purchaser Approval: For processing each application for assumption, whether or not approved or completed.

$500.00 - Possession: For attending to take possession following default.

$300.00 – Demand Letter: For each demand letter in connection with any event of default under the Mortgage.

$150.00 – Notice under the Bankruptcy and Insolvency Act.

$150.00 – Notice under the Farm Debt Mediation Act.

$100.00 – Maintenance: For administration maintenance and security of the property in our possession, per day.

$350.00 – Discharge Statement: For discharge on one property. $175 for each additional property.

$100.00 – Tax and CAM Default Fee: For failure by the Borrower to provide satisfactory confirmation of tax payments and or CAM fees.

$200.00 – Annual Tax Account Administration Fee: For administering and servicing the tax account.

$200.00 – Annual CAM Account Administration Fee: For administering and servicing the condo account.

$200.00 – For any inspection of the said property as a result of enforcement for security.

$300.00 – Servicing Fee: For any payment the Chargee is called to make in order to protect its security

Initials: R.B

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

Schedule "D"

Disclosure of Material Risks

This mortgage provides the Lender with an interest until the borrower(s) repay the Loan. If the borrower(s) require the loan by a certain date and the Lender does not advance the loan by that date, the borrower(s) may be unable to satisfy their intended purpose for the loan. In the event the borrower(s) are unable to pay the monthly interest payments, realty taxes, fire insurance premiums or the loan amount when the loan is due, the Lender could obtain a court judgement and the borrower(s) assets and income could be seized to pay the judgment, or the Lender could keep the Lands or sell it. When the loan is due, if the Lender cannot or will not renew the Loan and borrower(s) no longer qualify for a loan of this amount because interest rates have risen, their income has fallen, their credit worthiness has deteriorated or the value of the lands has fallen, the lands may have to be sold in order to repay the loan. The borrower(s) acknowledge that Money Gate Corporation has, in accordance with a legal obligation, disclosed the material risks of the loan. The borrowers hereby accept the Commitment and confirm their agreement with all of the terms and conditions hereof, having either obtained legal advice independent of Money Gate Corporation or having been satisfied that legal advice is not required.

Initials: R.B

MONEY GATE Corporation

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

Direction and Authorization

RE: 2546456 Ontario Inc., Rouzbeh Behrouz

558 Dovercourt Road, Toronto, Ontario M6H 2W6

Name and telephone contact of Mortgage/Bank/Lawyer for information on your existing mortgage(s)

1st Mortgage of Subject Property:

Lender: ______

Mortgage Account: ______

Phone #: ______

Fax #: ______

2nd Mortgage of Subject Property (if applicable):

Lender: ______

Mortgage Account: ______

Phone #: ______

Fax #: ______

Name and telephone contact of Insurance Agent/Broker

Name: ______

Policy #: ______

Phone #: ______

Fax #: ______

Property Tax Information:

Roll #: ______

Phone #: ______

Fax #: ______

I/We, **2546456 Ontario Inc., Rouzbeh Behrouz,** the proposed mortgagor(s) with respect to the above referenced transaction, hereby authorize you to release any and all records and information requested by Money Gate Corp. and/or it's solicitor for a period of five (5) years from the undersigned date, pertaining to property, accounts, building, zoning, fire and health issues, and a mortgage statement for discharge or information purposes. This is your full and sufficient authority so to do.

Dated at Toronto this 26 day of May 2017

X ______
2546456 Ontario Inc.

X ______
Rouzbeh Behrouz

Initials: R.B

MONEY GATE Corporation

Money Gate Corp. – License # 12290 – 25 Mallard Road, Toronto Ont. M3B 1S4 – T: 416 548 5959 – F: 416 913 0087

Property Owner's Name: ____________________

Property Address: ____________________

Tax Roll #: ____________________

Yearly Tax Levy: ____________________

I/We the undersigned being the owner(s) of the above noted property hereby authorize and direct Money Gate Corp. to collect and pay my/our property taxes if instructed by lender to do so, and further authorize you to furnish any and all property tax bills to:

Money Gate Corp. - License # 12290
25 Mallard Road
Toronto, Ontario, M3B 1S4
T: (416) 548-5959
F: (416) 913-0087

This shall be your good, sufficient and irrevocable authority so to do.

Dated at Toronto this 26 day of May 2017

X ____________________
2546456 Ontario Inc.

X ____________________
Rouzbeh Behrouz

Initials: R.B

Appendix “E”

LRO # 80 **Charge/Mortgage** **Registered as AT4588484** on 2017 06 05 at 11:25

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 2

Properties

PIN	21281 - 0074 LT *Interest/Estate* Fee Simple
Description	PT LT 24 PL D262 TORONTO AS IN CA474878; CITY OF TORONTO
Address	558 DOVERCOURT RD TORONTO

Chargor(s)

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

Name	2546456 ONTARIO INC.
Address for Service	558 Dovercourt, Toronto, Ontario

I, Rouzbeh Behrouz, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	MONEY GATE MORTGAGE INVESTMENT CORPORATION
Address for Service	25 Mallard Road Toronto, ON M3B 1S4

Provisions

Principal	$611,000.00	*Currency*	Cdn$
Calculation Period	monthly not in advance		
Balance Due Date			
Interest Rate	12.0%		
Payments	$6,110.00		
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	200433		
Insurance Amount	Full insurable value		
Guarantor	Rouzbeh Behrouz		

Signed By

Sandeep Kaur Chahal	216-2985 Drew Road Mississauga L4T 0A1	acting for Chargor(s)	Signed	2017 06 05

Tel 416-477-3355

Fax 877-477-3634

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

Submitted By

MENTIS LAW PROFESSIONAL CORPORATION	216-2985 Drew Road Mississauga L4T 0A1	2017 06 05

Tel 416-477-3355

Fax 877-477-3634

Fees/Taxes/Payment

Statutory Registration Fee	$63.35
Total Paid	$63.35

File Number

Chargor Client File Number : 17228

Appendix “F”

TD Canada Trust

Branch: 1284 TOR-1470 DON MILLS RD
1470 DON MILLS RD
DON MILLS, ON

Date: May 29, 2017, 12:40 PM
Ref #: 00106744/4 - ZZEP

From: 1085-54***40
Debit Memo Transfer
MONEY GATE M
611,000.00

To: 1862-52***88
Credit Transfer
MENTIS LAW
611,000.00

Dovercourt

Banking can be this comfortable

Appendix “G”

Jonathane Ricci, we all worked out of the same office at 25 Mallard Road and Jonathane and his group and when I say his group, I'm referring to Sai Mohammed and Arash Missaghi, they were borrowers on various properties of -- that the ---

106. Q. Borrowers from the MIC?

A. From the MIC, correct.

107. Q. Yes.

A. On various properties and the arrangement for administration was essentially twofold. Between, you know, I kind of call them the 1PLUS12 guys. What they would do is put the mortgage payments into an account with a number company of 2399029.

108. Q. Say the number again, please?

A. 2399029 and then ---

MR. WYGODNY: That's Ontario Limited, I believe.

THE DEPONENT: Ontario Inc.

MR. WYGODNY: Inc., sorry.

THE DEPONENT: So those -- they would deposit the mortgage payments on the various properties into that account. From the account is where the payments would then go into Money Gate.

BY MR. SHILLER:

109. Q. All right, 2399029 Ontario Inc., who owns

that company?
     A.   Ben Katebian.
110. Q.   So when I say owns, you say he is the sole shareholder of it?
     A.   Yes. I think there should be an asterisk that the ownership is being challenged.
111. Q.   By?
     A.   Arash Missaghi.
               MR. WYGODNY: I can provide some clarification if you'd like.
               MR. SHILLER: Just a moment.
               THE DEPONENT: Or I should say Laila Alizadeh, I apologize, or Arash's wife.
               MR. SHILLER: Bear with me.
               THE DEPONENT: Sure.
BY MR. SHILLER:
112. Q.   Sorry, Arash's wife's name is?
     A.   Laila, L-A-I-L-A, last name Alizadeh is spelled A-L-I-Z-A-D-E-H.
113. Q.   And you're saying that she is challenging that bounds the company?
     A.   She is.
114. Q.   And but have you seen the shareholders certificate?
     A.   Yes.

115. Q. And is your father the one who is the shareholder on the certificate?

A. Laila produced we're calling a fraudulent, bogus minute book that was -- seems to be a -- seems to have been created in 2017, whereas this company was created in, I believe, 2013 or some odd, so that's the challenges that we're facing with that, that group.

116. Q. Okay and that's in a court proceeding at the moment?

A. Yes, it is.

MR. WYGODNY: Yes. That's one of the issues in the claims process in -- in the Yeretsian proceeding.

THE DEPONENT: Yes, your parties are part of -- your clients are part of, I mean.

MR. WYGODNY: The proceedings, Comfort Capital et al and as against Yeretsian et al.

One of the issues is with respect to this numbered company is that Ben Katebian from the date of incorporation until relatively recently was the sole officer and director.

At some point, someone filed a corporation change notice with the Ministry of Consumer and Government Affairs appointing Ms. Alizadeh as the sole officer and director.

The Katebians say that that was done without any authorization and was improper and so that's one of the issues that's before the court now. There's another corporation where the same thing happened as well.

THE DEPONENT: There's a few corporations where this happened.

BY MR. SHILLER:

117. Q. And with respect to 239, when is it that this change was filed?

MR. WYGODNY: I -- we can get you the answer, like, we just don't have it offhand. Would you like that undertaking?

BY MR. SHILLER:

118. Q. Was it after 2016?

A. Yes.

MR. WYGODNY: Yes. With one of the corporation, I don't think it was 0209. I think it was one of the other numbered companies. They in fact made this change after a receiver had been appointed.

BY MR. SHILLER:

119. Q. So in your affidavit in paragraph 7 of your January 4th affidavit you say, Atlas made payments under the mortgage from September 2015 until December 2016, by way of preauthorized payments.

They in fact didn't make those payments, did they? Somebody else did?

A. Well, they made the payments, well, Jonathane made the payments.

From my understanding, he told us he doesn't have a bank account for Atlas Capital. So Jonathane would make the payments and deposit it into that account, which then would ---

120. Q. Into what account?

A. Into the 239 account. He would make the deposit into that account and then the EFT or PAP would take it from that account. So his instructions were he doesn't have a bank account for Atlas. So this was the agreement that we arranged.

121. Q. Is it your evidence that Jonathane on a monthly basis was putting money into the 239 bank account?

A. Not every month. Sometimes it would be a very large lump sum for various properties that him and Sai and Arash Missaghi borrowed monies on and I wouldn't say that there were very timely with their payments every month, but -- no but. Actually, that's the end of my answer.

122. Q. I'm just trying to understand. Why would money be going into an account of one of the directors

of Money Gate MIC?
A. That was the agreement that we had with Ricci and 1PLUS12, because they were borrowing on various. This is what they were making payments out of.
123. Q. But why was it decided that it would be a company wholly owned by one of the directors and shareholders of Money Gate? Why not another account?
A. That was just a decision that everyone as a group came to.
124. Q. Do you know why though?
A. I don't know how to answer it differently.
MS. POLIAK: Can I ask a question?
MR. SHILLER: Yes.
MS. POLIAK: Who has control over the bank account statements of 239?
MR. SHILLER: Well, that's where I was about to go, but ---
THE DEPONENT: Well, actually, you guys -- this is the company that you guys froze.
THE REPORTER: I can't hear you.
THE DEPONENT: I'm sorry.
THE REPORTER: Sorry.
MR. SHILLER: This is the account that you guys froze is what he's saying.

THE DEPONENT: And what ---

MR. WYGODNY: And ---

THE DEPONENT: (Inaudible) the receiver.

MR. WYGODNY: (Inaudible).

THE DEPONENT: No, the receiver.

MR. WYGODNY: Oh, the receiver for us?

THE DEPONENT: Correct.

MS. POLIAK: Sorry. Let me rephrase that. Who had control of 239's bank account before the freeze order?

THE DEPONENT: Ben Katebian.

BY MR. SHILLER:

125. Q. So up until the freeze order, he was the sole signing authority on the bank account?

A. Yes, I believe so.

126. Q. So why in paragraph 7 of your affidavit didn't you set that out? Why did you not tell the court that the payments were actually being made through an account owned and operated by an officer, director and shareholder of Money Gate MIC?

A. I'm aware that the affidavits are me speaking, but in the drafting of it, isn't fully controlled by me.

127. Q. Well, who is it controlled by?
A. I mean, the drafting, you -- you're aware how the process works, the lawyers draft the documents or the affidavits with the information provided.
128. Q. Well, did you give the lawyers the information?
A. Well, I thought that payments itself signified what I was trying to relate, the fact that the payments were being made.
129. Q. I see and so subsequently, you saw that Jonathane Ricci's sworn affidavit saying that he never made any of the payments on this mortgage. Do you recall that?
A. Yes. That's the affidavit I put forward ---
130. Q. You don't have to -- just answer the questions I ask.
A. Okay.
131. Q. Don't try to add to the record what you think are your strong points.
A. Understood.
132. Q. All right. Are you aware that on two occasions, I requested of your counsel, David Brooker, to provide the preauthorized debit form to show the payments that were made as you state in paragraph 7 of

your affidavit? It's your first affidavit. Are you aware of that?

A. I don't recall.

133. Q. Let's try to refresh your memory. You're going to the bottom of the page, because the top part is just sending it to myself, but the e-mail is starting at the bottom of the page?

MR. WYGODNY: Have you seen that before?

THE DEPONENT: No.

MR. SHILLER: That's what I'm asking you.

BY MR. SHILLER:

134. Q. Have you seen that document before?

A. No.

135. Q. Okay and then on October 5th, I again requested and again, look at the bottom of the page. Did you see this e-mail ever?

A. No.

136. Q. So you're saying that Mr. Brooker didn't forward them to you?

A. Not those e-mails.

MR. WYGODNY: Do you want to mark those?

MR. SHILLER: But he can't identify

them.

MR. WYGODNY: For identification?

MR. SHILLER: Yes, I guess we could do that.

Okay. So I'll mark for identification purposes each of them. The first one we'll mark as "A". That's the one dated June 19, 2018 and the second one we'll mark "B".

(WHEREUPON EXHIBIT NO. A : E-mail dated June 19, 2018.)

(WHEREUPON EXHIBIT NO. B : E-mail dated October 5, 2018.)

BY MR. SHILLER:

137. Q. How do you know that Mr. Ricci was putting monies into the 2399 account?

A. When the money would show up in the account would signify that he made a payment.

138. Q. How do you know that he was the one making the payment?

A. He told me, between him, Sai and Ara.

139. Q. So Jonathane told you or all three of them told you?

A. It would be any one of the three.

140. Q. And what exactly would they tell you?

A. That they're making payments for their

mortgages.
141. Q. And you said plural, so it's for other mortgages as well?
A. Correct.
142. Q. So is it your evidence that 2399 was a clearinghouse for mortgages?
A. It would pretty much be the administration for their mortgages on those properties.
143. Q. I'm trying to get an understanding as to why it would be that 2339 --- 2399 would be used when it's an account that is completely controlled by one of the officers, directors and shareholders of Money Gate MIC. Why is the money going into that account? Do you know the answer to that?
A. I don't have a different answer than the one I gave.
144. Q. Well, perhaps your father will.
MR. WYGODNY: On that note, I've just received a text message that Mr. Katebian is here. I asked him to wait in reception.
MR. SHILLER: Thank you.
BY MR. SHILLER:
145. Q. So your evidence is that one of or all of Jonathane, Sai and Ara were putting the funds into the 2399 account on whatever basis, sometimes a lump sum,

Appendix “H”

TD

BEAVER CREEK CBC
220 COMMERCE VALLEY DR W U 100
MARKHAM, ON L3T 0A8

TD Canada Trust

93

Tel: 1-866-222-3456
TTY: 1-800-361-1180

TDCDA11100_3441724_004 E D 01085 17190

MONEY GATE MORTGAGE INVESTMENT
CORPORATION
25 MALLARD RD
TORONTO ON M3B 1S4

Statement of Account		Account Type	Statement From - To
Branch No.	Account No.	CURRENT ACCOUNT	SEP 07/16 - SEP 30/16
1085	1085-5407640		Page 1 of 3

DESCRIPTION	CHEQUE/DEBIT	DEPOSIT/CREDIT	DATE	BALANCE
BALANCE FORWARD			SEP07	0.00
OPEN ACCOUNT		0.00	SEP07	0.00
GC 1284-DEPOSIT		200,000.00	SEP15	200,000.00
GC 1284-DEPOSIT		166,014.36	SEP19	
GC 8060-DEPOSIT		140,869.00	SEP19	
CHQ#00006-0200374002	613.09		SEP19	506,270.27
CAD DRAFT 79226477	282,507.50		SEP20	
CHQ#00004-0500099121	3,005.96		SEP20	
CHQ#00002-0500099122	993.18		SEP20	
CHQ#00003-0500099123	993.18		SEP20	
CHQ#00005-0500099124	909.34		SEP20	217,861.11
GC 1862-DEPOSIT		5,625.00	SEP22	
CHEQUE ORDER CHARGES	172.27		SEP22	223,313.84
GC 1862-DEPOSIT		228,111.00	SEP23	451,424.84
IOL ONTARIO SECURIT	500.00		SEP28	450,924.84

5 CHQS ENCLOSED NEXT STATEMENT DATE IS OCT 31/16
MONTHLY AVER. CR. BAL. $232,300.21
MONTHLY MIN. BAL. $0.00

	No.	Amount
Credits	6	740,619.36
Debits	8	289,694.52

1085-5407640
CHEQUE # 00006 $613.09

MONEY GATE MORTGAGE INVESTMENT CORPORATION
25 MALLARD RD
TORONTO, ON M3B 1S4

000006

DATE 2016-09-15
Y Y Y Y M M D D

PAY to the order of Astro Marketing $ 613.09
Six hundred thirteen 09/100 DOLLARS

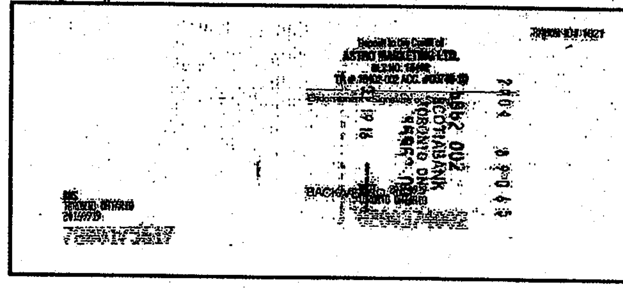
Canada Trust
BEAVER CREEK COMMERCIAL BANKING CENTRE
220 COMMERCE VALLEY DR W UNIT 100
MARKHAM, ONTARIO L3T 0A8

MONEY GATE MORTGAGE INVESTMENT CORPORATION
PER
PER

RE Inv. 23459 - Pens

⑈000006⑈ ⑆10852⑉004⑆ 1085⑉5407640⑈ ⑈0000061309⑈

CHEQUE # 00006



1085-5407640
CHEQUE # 00004 $3,005.96

MONEY GATE MORTGAGE INVESTMENT CORPORATION
25 MALLARD RD
TORONTO, ON M3B 1S4

000004

DATE 2016-09-15
Y Y Y Y M M D D

PAY to the order of Olympia Trust Company C/o Theresa Johnson A/c 137592 $ 3,005.96
three thousand five 96/100 DOLLARS

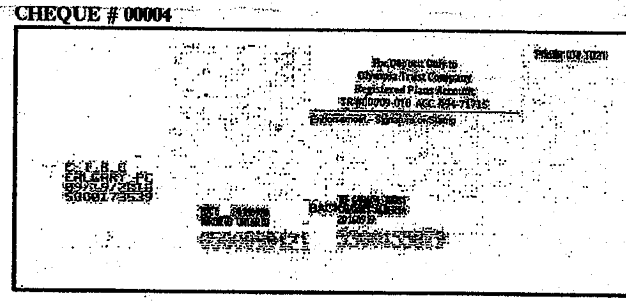
Canada Trust
BEAVER CREEK COMMERCIAL BANKING CENTRE
220 COMMERCE VALLEY DR W UNIT 100
MARKHAM, ONTARIO L3T 0A8

MONEY GATE MORTGAGE INVESTMENT CORPORATION
PER
PER

RE Aug + Sept Dividend

⑈000004⑈ ⑆10852⑉004⑆ 1085⑉5407640⑈ ⑈0000300596⑈

CHEQUE # 00004



1085-5407640
CHEQUE # 00002 $993.18

MONEY GATE MORTGAGE INVESTMENT CORPORATION
25 MALLARD RD
TORONTO, ON M3B 1S4

000002

DATE 2016-09-15
Y Y Y Y M M D D

PAY to the order of Olympia Trust Company C/o Michelle Chisholm A/c 129538 $ 993.18
nine hundred ninety three 18/100 DOLLARS

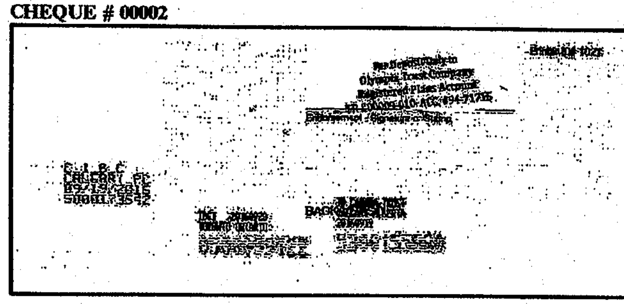
Canada Trust
BEAVER CREEK COMMERCIAL BANKING CENTRE
220 COMMERCE VALLEY DR W UNIT 100
MARKHAM, ONTARIO L3T 0A8

MONEY GATE MORTGAGE INVESTMENT CORPORATION
PER
PER

RE Aug + Sept Dividend

⑈000002⑈ ⑆10852⑉004⑆ 1085⑉5407640⑈ ⑈0000099318⑈

CHEQUE # 00002



1085-5407640
CHEQUE # 00003 $993.18

MONEY GATE MORTGAGE INVESTMENT CORPORATION
25 MALLARD RD
TORONTO, ON M3B 1S4

000003

DATE 2016-09-15
Y Y Y Y M M D D

PAY to the order of Olympia Trust Company C/o Basil Emora 130994 $ 993.18
nine hundred ninety three 18/100 DOLLARS

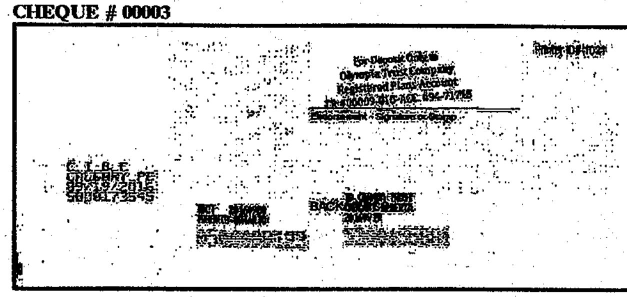
Canada Trust
BEAVER CREEK COMMERCIAL BANKING CENTRE
220 COMMERCE VALLEY DR W UNIT 100
MARKHAM, ONTARIO L3T 0A8

MONEY GATE MORTGAGE INVESTMENT CORPORATION
PER
PER

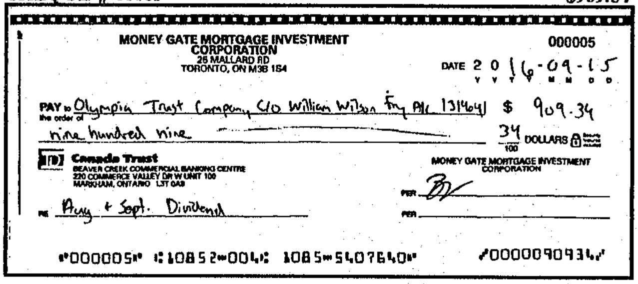
RE Aug + Sept. Dividend

⑈000003⑈ ⑆10852⑉004⑆ 1085⑉5407640⑈ ⑈0000099318⑈

CHEQUE # 00003



1085-5407640
CHEQUE # 00005 $909.34



MONEY GATE MORTGAGE INVESTMENT CORPORATION
25 MALLARD RD
TORONTO, ON M3B 1S4

000005

DATE 2016-09-15
Y Y Y Y M M D D

PAY to the order of Olympia Trust Company C/O William Wilson Fry A/c 131464 $ 909.34

nine hundred nine 34/100 DOLLARS

TD Canada Trust
BEAVER CREEK COMMERCIAL BANKING CENTRE
220 COMMERCE VALLEY DR W UNIT 100
MARKHAM, ONTARIO L3T 0A8

MONEY GATE MORTGAGE INVESTMENT CORPORATION

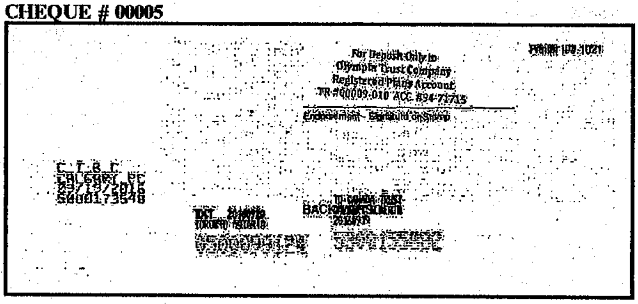
PER

PER

RE Aug + Sept. Dividend

⑈000005⑈ ⑆10852⑉004⑆ 1085⑉5407640⑈ ⑇0000090934⑇

CHEQUE # 00005



For Deposit Only to
Olympia Trust Company
Registered Plans Account
TR #00009.010 ACC #94-71715
Endorsement - Signature on Stamp

C.T.B.C.
CALGARY PC

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
PRFD-TPMGM10851-0001	2,877.27 DR		10/03/2016	448,047.57
MANSTEEL DRAW	200,000.00 DR		10/04/2016	248,047.57
PRFD-TPMGM10851-0003	4,766.62 DR		10/05/2016	243,280.95
GC 1284-DEPOSIT		4,000.00 CR	10/06/2016	
MONEY GATE CORP INV		15,603.99 CR	10/06/2016	
CHQ#00007-3145052435	8,887.66 DR		10/06/2016	253,997.28
MONEY GATE CORP INV		144,822.74 CR	10/11/2016	398,820.02
CHQ#00008-0500001266	496.59 DR		10/12/2016	
CHQ#00011-0500001267	454.67 DR		10/12/2016	
CHQ#00010-0500001268	1,502.68 DR		10/12/2016	
CHQ#00009-0500001269	498.00 DR		10/12/2016	395,868.08
CHQ#00012-0500094703	70,300.00 DR		10/14/2016	325,568.08
IOL PAY TO: CRA		3,605.32 DR	10/17/2016	321,962.76
PRFD-TPMGM10851-0006	4,766.62 DR		10/19/2016	317,196.14
CHQ#00013-0500375013	8,556.00 DR		10/21/2016	308,640.14
PRFD-TPMGM10851-0007	4,776.34 DR		10/27/2016	303,863.80
SHOPPERS DRUG M	11.34 DR		10/31/2016	
PRFD-TPMGM10851-0008	3,405.03 DR		10/31/2016	
MONTHLY PLAN FEE	19.00 DR		10/31/2016	
ACCT BAL REBATE		19.00 CR	10/31/2016	300,447.43
GC 1284-DEPOSIT		500.00 CR	11/01/2016	300,947.43
GC 8062-DEPOSIT		109,792.00 CR	11/02/2016	
THE OCTAGON	455.00 DR		11/02/2016	410,284.43
CHQ#00014-0200027231	30,400.00 DR		11/03/2016	
CHQ#00016-0200027232	498.00 DR		11/03/2016	
CHQ#00015-0200027233	496.59 DR		11/03/2016	
CHQ#00018-0200027234	454.67 DR		11/03/2016	
CHQ#00017-0200027510	1,502.68 DR		11/03/2016	376,932.49
CHQ#00019-0200242138	2,823.87 DR		11/04/2016	374,108.62
MONEY GATE CORP INV		8,542.43 CR	11/09/2016	382,651.05
LCBO/RAO #0217	202.50 DR		11/14/2016	
SCADDABUSH RICH	110.21 DR		11/14/2016	
PRFD-TPMGM10851-0009	4,776.34 DR		11/14/2016	377,562.00
IOL PAY TO: CRA		3,759.08 DR	11/18/2016	
IOL PAY TO: CRA		1,204.32 DR	11/18/2016	
E TFR C23XrsEJ		1,204.32 CR	11/18/2016	
IOL ONTARIO SECURIT	500.00 DR		11/18/2016	373,302.92
TD EFT S/C	109.95 DR		11/21/2016	373,192.97
SHOPPERS DRUG M	11.34 DR		11/23/2016	373,181.63
GC 8062-DEPOSIT		128,365.00 CR	11/28/2016	501,546.63
GC 8062-DEPOSIT		74,188.00 CR	11/29/2016	

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
CAD DRAFT 79148282	300,007.50 DR		11/29/2016	
CAD DRAFT 79148285	250,007.50 DR		11/29/2016	
SHOPPERS DRUG M	11.34 DR		11/29/2016	25,708.29
MONTHLY PLAN FEE	19.00 DR		11/30/2016	
ACCT BAL REBATE		19.00 CR	11/30/2016	
SERVICE CHARGE	1.25 DR		11/30/2016	25,707.04
PRFD-TPMGM10851-0012	4,776.34 DR		12/01/2016	
PRFD-TPMGM10851-0013	3,405.03 DR		12/01/2016	17,525.67
GC 8062-DEPOSIT		185,954.00 CR	12/02/2016	203,479.67
CHQ#00023-0200190991	1,371.41 DR		12/06/2016	
CHQ#00022-0200190992	2,605.97 DR		12/06/2016	
CHQ#00021-0200190993	1,515.37 DR		12/06/2016	
CHQ#00020-0200190994	1,268.00 DR		12/06/2016	196,718.92
CAD DRAFT 79148338	100,007.50 DR		12/07/2016	
SHOPPERS DRUG M	11.34 DR		12/07/2016	96,700.08
GC 1862-DEPOSIT		31,787.05 CR	12/09/2016	
GC 1284-TRANSFER		663,926.03 CR	12/09/2016	
GC 1284-TRANSFER	650,000.00 DR		12/09/2016	
IOL ONTARIO SECURIT	500.00 DR		12/09/2016	
MONEY GATE CORP INV		7,745.24 CR	12/09/2016	149,658.40
CHQ#00024-0140481110	15,200.00 DR		12/12/2016	134,458.40
GC 1284-TRANSFER	130,000.00 DR		12/13/2016	4,458.40
GC 1284-DEPOSIT		15,600.00 CR	12/14/2016	
MONEY GATE CORP INV		112,194.59 CR	12/14/2016	132,252.99
IOL PAY TO: CRA		3,759.08 DR	12/15/2016	
PRFD-TPMGM10851-0014	4,776.34 DR		12/15/2016	123,717.57
TD EFT S/C	59.95 DR		12/21/2016	123,657.62
THE DOG & BEAR	151.25 DR		12/22/2016	123,506.37
PRFD-TPMGM10851-0016	4,776.34 DR		12/29/2016	118,730.03
MONTHLY PLAN FEE	39.00 DR		12/30/2016	118,691.03
PRFD-TPMGM10851-0017	3,405.03 DR		01/03/2017	
SHOPPERS DRUG M	11.34 DR		01/03/2017	115,274.66
GC 1284-TRANSFER		22,069.20 CR	01/05/2017	137,343.86
CHQ#00028-4142370090	909.34 DR		01/09/2017	
CHQ#00027-4142370093	3,005.36 DR		01/09/2017	
CHQ#00026-4142370096	996.00 DR		01/09/2017	
CHQ#00025-4142370099	993.18 DR		01/09/2017	131,439.98
MONEY GATE CORP INV		13,539.90 CR	01/10/2017	144,979.88
IOL PAY TO: CRA		3,759.08 DR	01/16/2017	
PRFD-TPMGM10851-0018	4,811.82 DR		01/16/2017	136,408.98
GC 8062-DEPOSIT		479,893.00 CR	01/17/2017	616,301.98
MANSTEEL	445,000.00 DR		01/20/2017	171,301.98
TD EFT S/C	79.95 DR		01/23/2017	171,222.03

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
SHOPPERS DRUG M	11.34 DR		01/24/2017	
CHQ#00029-0500107237	750.00 DR		01/24/2017	170,460.69
GC 1284-DEPOSIT		37,000.00 CR	01/25/2017	207,460.69
IOL ONTARIO SECURIT	500.00 DR		01/27/2017	
GC 8062-DEPOSIT		19,853.00 CR	01/27/2017	226,813.69
PRFD-TPMGM10851-0019	4,811.82 DR		01/30/2017	
SHOPPERS DRUG M	11.34 DR		01/30/2017	
CHQ#00030-1140491244	10,080.00 DR		01/30/2017	211,910.53
MONTHLY PLAN FEE	39.00 DR		01/31/2017	
ACCT BAL REBATE		39.00 CR	01/31/2017	211,910.53
PRFD-TPMGM10851-0020	3,048.62 DR		02/01/2017	208,861.91
CHQ#00038-0500007374	325.00 DR		02/06/2017	
CHQ#00036-0500007375	515.91 DR		02/06/2017	
CHQ#00037-0500007376	895.96 DR		02/06/2017	
CHQ#00035-0500007377	219.50 DR		02/06/2017	
CHQ#00034-0500007378	410.84 DR		02/06/2017	
CHQ#00033-0500007379	1,357.85 DR		02/06/2017	
CHQ#00032-0500007380	450.00 DR		02/06/2017	
CHQ#00031-0500007381	448.73 DR		02/06/2017	204,238.12
MONEY GATE CORP INT		74,448.47 CR	02/10/2017	278,686.59
PRFD-TPMGM10851-0021	4,811.82 DR		02/13/2017	273,874.77
GC 1284-TRANSFER	55,000.00 DR		02/14/2017	218,874.77
IOL PAY TO: CRA		4,811.82 DR	02/15/2017	214,062.95
TD EFT S/C	59.95 DR		02/21/2017	214,003.00
PRFD-TPMGM10851-0022	4,811.82 DR		02/27/2017	
CHQ#00040-4144677396	25,000.00 DR		02/27/2017	184,191.18
PRFD-TPMGM10851-0023	3,048.62 DR		02/28/2017	
SHOPPERS DRUG M	17.68 DR		02/28/2017	
IOL PAY TO: CRA		6,374.00 DR	02/28/2017	
MONTHLY PLAN FEE	39.00 DR		02/28/2017	
ACCT BAL REBATE		39.00 CR	02/28/2017	174,750.88
MONEY GATE CORP INT		70,938.28 CR	03/02/2017	245,689.16
THE DAVID DUNCA	318.68 DR		03/03/2017	245,370.48
CHQ#00039-3140620349	48,000.00 DR		03/06/2017	
CHQ#00048-3140620373	895.96 DR		03/06/2017	
CHQ#00046-3140620376	515.91 DR		03/06/2017	
CHQ#00045-3140620379	219.50 DR		03/06/2017	
CHQ#00044-3140620382	410.84 DR		03/06/2017	
CHQ#00042-3140620385	450.00 DR		03/06/2017	
CHQ#00041-3140620388	448.73 DR		03/06/2017	
CHQ#00049-3140620391	996.24 DR		03/06/2017	193,433.30
SHOPPERS DRUG M	17.68 DR		03/07/2017	
GC 1284-DEPOSIT		8,900.00 CR	03/07/2017	202,315.62

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
MONEY GATE CORP INT		13,512.90 CR	03/10/2017	215,828.52
PRFD-TPMGM10851-0024	4,811.82 DR		03/13/2017	211,016.70
GC 8062-DEPOSIT		651,678.00 CR	03/14/2017	862,694.70
IOL PAY TO: CRA		4,811.22 DR	03/15/2017	857,883.48
STAPLES 266	60.95 DR		03/20/2017	
GC 8062-DEPOSIT		10,238.00 CR	03/20/2017	
SHOPPERS DRUG M	17.68 DR		03/20/2017	868,042.85
GC 1284-DEBIT MEMO	100,000.00 DR		03/21/2017	
TD EFT S/C	69.95 DR		03/21/2017	767,972.90
GC 8062-DEPOSIT		53,192.00 CR	03/22/2017	821,164.90
IOL ONTARIO SECURIT	500.00 DR		03/24/2017	820,664.90
PRFD-TPMGM10851-0025	4,811.82 DR		03/27/2017	
BOAKE AND KING HIGH	600,000.00 DR		03/27/2017	
CHQ#00050-1144273002	17,089.55 DR		03/27/2017	198,763.53
ESLAM NADY	50,000.00 DR		03/30/2017	
SHOPPERS DRUG M	17.68 DR		03/30/2017	148,745.85
MONTHLY PLAN FEE	39.00 DR		03/31/2017	
ACCT BAL REBATE		39.00 CR	03/31/2017	148,745.85
MONEY GATE CORP INT		52,519.65 CR	04/03/2017	
PRFD-TPMGM10851-0026	2,992.73 DR		04/03/2017	
SHOPPERS DRUG M	17.28 DR		04/03/2017	198,255.49
E TFR C0JCZj9y	500.00 DR		04/04/2017	
E-TRANSFER FEE	1.50 DR		04/04/2017	197,753.99
CHQ#00051-4140917502	35,617.98 DR		04/06/2017	162,136.01
MONEY GATE CORP INT		14,183.44 CR	04/11/2017	176,319.45
CHQ#00052-1141329804	448.73 DR		04/12/2017	
CHQ#00053-1141329807	450.00 DR		04/12/2017	
CHQ#00054-1141329810	982.85 DR		04/12/2017	
CHQ#00055-1141329813	410.84 DR		04/12/2017	
CHQ#00056-1141329816	219.50 DR		04/12/2017	
CHQ#00057-1141329819	515.91 DR		04/12/2017	
CHQ#00058-1141329822	895.96 DR		04/12/2017	172,395.66
IOL PAY TO: CRA		4,811.82 DR	04/17/2017	167,583.84
PRFD-TPMGM10851-0027	4,811.82 DR		04/18/2017	162,772.02
MONEY GATE CORP INT		10,990.84 CR	04/20/2017	
SHOPPERS DRUG M	44.12 DR		04/20/2017	173,718.74
TD EFT S/C	49.95 DR		04/21/2017	173,668.79
GC 8060-DEPOSIT		575,215.00 CR	04/24/2017	748,883.79
KING HIGH	400,000.00 DR		04/25/2017	
28 DALE PARK	245,000.00 DR		04/25/2017	
SHOPPERS DRUG M	44.12 DR		04/25/2017	103,839.67
PRFD-TPMGM10851-0028	4,811.82 DR		04/26/2017	
GC 8062-DEPOSIT		82,095.00 CR	04/26/2017	181,122.85

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
MONTHLY PLAN FEE	39.00 DR		04/28/2017	
ACCT BAL REBATE		39.00 CR	04/28/2017	181,122.85
PRFD-TPMGM10851-0029	2,812.42 DR		05/01/2017	178,310.43
IOL ONTARIO SECURIT	500.00 DR		05/04/2017	177,810.43
MONEY GATE CORP INT		236,420.23 CR	05/10/2017	414,230.66
IOL PAY TO: CRA		4,811.82 DR	05/15/2017	
PRFD-TPMGM10851-0030	4,811.82 DR		05/15/2017	
CHQ#00065-0200463969	895.96 DR		05/15/2017	
CHQ#00064-0200463970	515.91 DR		05/15/2017	
CHQ#00063-0200463971	219.00 DR		05/15/2017	
CHQ#00062-0200463972	410.84 DR		05/15/2017	
CHQ#00061-0200463973	982.50 DR		05/15/2017	
CHQ#00060-0200463974	450.00 DR		05/15/2017	
CHQ#00059-0200463975	448.73 DR		05/15/2017	400,684.08
MONEY GATE CORP INT		5,495.42 CR	05/17/2017	
CHQ#00067-3140646233	24,000.00 DR		05/17/2017	382,179.50
TD EFT S/C	59.95 DR		05/23/2017	382,119.55
NADY	50,000.00 DR		05/24/2017	332,119.55
GC 1482-DEPOSIT		403,276.71 CR	05/25/2017	
CHQ#00068-0200152857	38,400.00 DR		05/25/2017	696,996.26
PRFD-TPMGM10851-0031	4,811.82 DR		05/26/2017	692,184.44
GC 1284-TRANSFER	611,000.00 DR		05/29/2017	81,184.44
GC 1862-DEPOSIT		12,220.00 CR	05/30/2017	93,404.44
GC 1284-TRANSFER		20,000.00 CR	05/31/2017	
CHQ#00069-1140650904	20,000.00 DR		05/31/2017	
MONTHLY PLAN FEE	39.00 DR		05/31/2017	
ACCT BAL REBATE		39.00 CR	05/31/2017	93,404.44
PRFD-TPMGM10851-0032	2,812.42 DR		06/02/2017	90,592.02
SHOPPERS DRUG M	17.20 DR		06/06/2017	90,574.82
PRFD-TPMGM10851-0033	3,295.67 DR		06/09/2017	87,279.15
MONEY GATE CORP INT		91,553.15 CR	06/12/2017	178,832.30
PRFD-TPMGM10851-0034	4,811.82 DR		06/13/2017	174,020.48
SHOPPERS DRUG M	17.20 DR		06/14/2017	174,003.28
IOL PAY TO: CRA		4,811.82 DR	06/15/2017	169,191.46
PRFD-TPMGM10851-0035	252.09 DR		06/19/2017	168,939.37
TD EFT S/C	59.95 DR		06/21/2017	168,879.42
CHQ#00071-0200390467	72,345.76 DR		06/23/2017	96,533.66
TO 6396425	2,405.91 DR		06/28/2017	
TO 6396204	2,405.91 DR		06/28/2017	91,721.84
MONTHLY PLAN FEE	39.00 DR		06/30/2017	
ACCT BAL REBATE		39.00 CR	06/30/2017	91,721.84
PRFD-TPMGM10851-0036	6,378.18 DR		07/04/2017	85,343.66
SHOPPERS DRUG M	15.48 DR		07/10/2017	85,328.18

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
MONEY GATE CORP INT		97,982.51 CR	07/11/2017	183,310.69
CHQ#00073-4144745445	18,296.95 DR		07/13/2017	165,013.74
IOL PAY TO: CRA		4,811.82 DR	07/14/2017	
PRFD-TPMGM10851-0037	4,811.82 DR		07/14/2017	155,390.10
CHQ#00072-4143150906	75,597.59 DR		07/18/2017	79,792.51
CHQ#00074-0144795938	10,000.00 DR		07/19/2017	69,792.51
TD EFT S/C	69.95 DR		07/21/2017	69,722.56
PRFD-TPMGM10851-0038	4,811.82 DR		07/27/2017	64,910.74
MONTHLY PLAN FEE	39.00 DR		07/31/2017	
ACCT BAL REBATE		39.00 CR	07/31/2017	64,910.74
PRFD-TPMGM10851-0039	6,378.18 DR		08/03/2017	58,532.56
MONEY GATE CORP INT		25,254.57 CR	08/11/2017	
PRFD-TPMGM10851-0040	4,811.82 DR		08/11/2017	78,975.31
CAD DRAFT 80744699	2,007.50 DR		08/15/2017	
CAD DRAFT 80744700	7,007.50 DR		08/15/2017	69,960.31
IOL PAY TO: CRA		4,811.82 DR	08/21/2017	
TD EFT S/C	59.95 DR		08/21/2017	65,088.54
PRFD-TPMGM10851-0041	4,811.82 DR		08/29/2017	
SHOPPERS DRUG M	16.96 DR		08/29/2017	60,259.76
CHQ#00075-1140698472	10,000.00 DR		08/30/2017	50,259.76
MONTHLY PLAN FEE	39.00 DR		08/31/2017	
ACCT BAL REBATE		39.00 CR	08/31/2017	50,259.76
PRFD-TPMGM10851-0042	6,378.18 DR		09/05/2017	
CHQ#00076-2140417405	3,923.79 DR		09/05/2017	39,957.79
CHQ#00079-2142877183	5,276.44 DR		09/08/2017	34,681.35
GC 1284-TRANSFER		45,000.00 CR	09/11/2017	79,681.35
MONEY GATE CORP INT		9,470.82 CR	09/12/2017	
SHOPPERS DRUG M	12.22 DR		09/12/2017	89,139.95
PRFD-TPMGM10851-0043	4,811.82 DR		09/13/2017	84,328.13
IOL PAY TO: CRA		4,811.00 DR	09/18/2017	
CHQ#00078-0200318731	40,320.00 DR		09/18/2017	39,197.13
MONEY GATE CORP INT		5,495.42 CR	09/21/2017	
TD EFT S/C	59.95 DR		09/21/2017	44,632.60
PRFD-TPMGM10851-0044	4,811.82 DR		09/27/2017	39,820.78
MONEY GATE CORP INT		5,495.42 CR	09/29/2017	
MONTHLY PLAN FEE	39.00 DR		09/29/2017	45,277.20
PRFD-TPMGM10851-0045	6,378.18 DR		10/02/2017	38,899.02
STAPLES 450	106.05 DR		10/06/2017	38,792.97
CAD DRAFT 82439527	8,313.60 DR		10/11/2017	30,479.37
MONEY GATE CORP INT		916.66 CR	10/12/2017	
PRFD-TPMGM10851-0046	4,811.82 DR		10/12/2017	26,584.21
IOL PAY TO: CRA		4,811.00 DR	10/16/2017	21,773.21
CHQ#00081-4141349115	3,923.79 DR		10/19/2017	

TD

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
RTN#00081 FUNDS HELD		3,923.79 CR	10/19/2017	21,773.21
CHQ#00080-1142959104	64.50 DR		10/20/2017	
RTN#00080 FUNDS HELD		64.50 CR	10/20/2017	21,773.21
TD EFT S/C	59.95 DR		10/23/2017	21,713.26
LEGAL DEMAND - PYMT	21,713.26 DR		10/26/2017	0.00
MONTHLY PLAN FEE	39.00 DR		10/31/2017	
OVERDRAFT INTEREST	0.02 DR		10/31/2017	39.02-
GC 1284-TRANSFER		461,866.44 CR	11/07/2017	
PRFD-TPMGM10851-0047	11,190.00 DR		11/07/2017	450,637.42
MONEY GATE CORP INT		18,024.98 CR	11/09/2017	468,662.40
PRFD-TPMGM10851-0048	4,811.82 DR		11/14/2017	463,850.58
IOL PAY TO: CRA		500.00 DR	11/15/2017	463,350.58
CHQ#00082-3000401663	7,900.00 DR		11/17/2017	455,450.58
TD EFT S/C	49.95 DR		11/21/2017	455,400.63
CAD DRAFT 82440278	400,007.50 DR		11/28/2017	
PRFD-TPMGM10851-0049	4,811.82 DR		11/28/2017	50,581.31
MONTHLY PLAN FEE	39.00 DR		11/30/2017	
OVERDRAFT INTEREST	0.13 DR		11/30/2017	50,542.18
GC 1284-TRANSFER		50,000.00 CR	12/01/2017	100,542.18
CHQ#00088-0147683702	3,923.79 DR		12/04/2017	
CHQ#00089-0147683705	5,404.94 DR		12/04/2017	91,213.45
DEPOSIT		350,000.00 CR	12/05/2017	
CAD DRAFT 83558619	400,000.00 DR		12/05/2017	41,213.45
DEPOSIT		350,000.00 CR	12/06/2017	
TRANSFER		50,000.00 CR	12/06/2017	
CAD DRAFT 83558647	400,000.00 DR		12/06/2017	41,213.45
TRANSFER		356,363.02 CR	12/08/2017	397,576.47
MONEY GATE CORP INT		6,695.42 CR	12/11/2017	
CAD DRAFT 83558693	400,000.00 DR		12/11/2017	4,271.89
SHOPPERS DRUG M	11.76 DR		12/12/2017	
GC 1284-TRANSFER		57,488.74 CR	12/12/2017	61,748.87
PRFD-TPMGM10851-0050	4,811.82 DR		12/13/2017	56,937.05
IOL PAY TO: CRA		4,337.00 DR	12/15/2017	52,600.05
GC 1284-TRANSFER		102,748.13 CR	12/19/2017	
CHQ#00083-0200231229	7,900.00 DR		12/19/2017	147,448.18
TD EFT S/C	59.95 DR		12/21/2017	147,388.23
PRFD-TPMGM10851-0052	4,811.82 DR		12/28/2017	142,576.41
MONTHLY PLAN FEE	39.00 DR		12/29/2017	142,537.41
CHQ#00090-1143316260	13,448.97 DR		01/05/2018	
CHQ#00093-3141995414	8,296.66 DR		01/05/2018	
CHQ#00091-3141995417	3,427.33 DR		01/05/2018	
CHQ#00092-3141995420	702.79 DR		01/05/2018	116,661.66
MONEY GATE CORP INT		2,891.56 CR	01/10/2018	119,553.22

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
PRFD-TPMGM10851-0053	4,811.82 DR		01/15/2018	
IOL PAY TO: CRA		3,844.11 DR	01/15/2018	110,897.29
CAD DRAFT 82440018	10,007.50 DR		01/17/2018	
CHQ#00084-0200050976	7,900.00 DR		01/17/2018	92,989.79
MONEY GATE CORP INT		7,812.49 CR	01/22/2018	
TD EFT S/C	59.95 DR		01/22/2018	100,742.33
PRFD-TPMGM10851-0054	4,811.82 DR		01/26/2018	95,930.51
MONTHLY PLAN FEE	39.00 DR		01/31/2018	
ACCT BAL REBATE		39.00 CR	01/31/2018	95,930.51
SHOPPERS DRUG M	18.47 DR		02/06/2018	95,912.04
MONEY GATE CORP INT		8,554.16 CR	02/09/2018	104,466.20
IOL PAY TO: CRA		4,630.92 DR	02/15/2018	
PRFD-TPMGM10851-0055	4,811.82 DR		02/15/2018	95,023.46
CHQ#00085-0200462129	7,900.00 DR		02/20/2018	87,123.46
TD EFT S/C	49.95 DR		02/21/2018	87,073.51
SEND E-TFR CATD2e97	1,130.00 DR		02/22/2018	
SEND E-TFR FEE	1.50 DR		02/22/2018	
CHQ#00096-2140353202	12,308.42 DR		02/22/2018	73,633.59
CHQ#00094-0140538602	9,658.68 DR		02/23/2018	
CHQ#00095-0140538605	4,844.27 DR		02/23/2018	59,130.64
PRFD-TPMGM10851-0056	4,821.68 DR		02/26/2018	
PRFD-TPMGM10851-0057	4,821.68 DR		02/26/2018	49,487.28
SEND E-TFR CAqBSaMV	1,130.00 DR		02/27/2018	
SEND E-TFR FEE	1.50 DR		02/27/2018	
TPMGM10851 DEL		4,821.68 CR	02/27/2018	53,177.46
MONTHLY PLAN FEE	39.00 DR		02/28/2018	
ACCT BAL REBATE		39.00 CR	02/28/2018	53,177.46
SEND E-TFR CAPMrRVr	2,956.90 DR		03/05/2018	
SEND E-TFR FEE	1.50 DR		03/05/2018	50,219.06
CHQ#00097-0200477298	4,532.46 DR		03/07/2018	45,686.60
MONEY GATE CORP INT		589,143.64 CR	03/09/2018	634,830.24
CHQ#00098-1142147505	2,768.54 DR		03/12/2018	632,061.70
SEND E-TFR CAncwhmW	3,000.00 DR		03/13/2018	
SEND E-TFR FEE	1.50 DR		03/13/2018	
PRFD-TPMGM10851-0058	4,821.68 DR		03/13/2018	624,238.52
SEND E-TFR CAXSRsVF	2,000.00 DR		03/14/2018	
SEND E-TFR FEE	1.50 DR		03/14/2018	
CHQ#00099-3143713193	4,221.50 DR		03/14/2018	618,015.52
IOL PAY TO: CRA		4,337.00 DR	03/15/2018	613,678.52
CHQ#00086-0200279719	7,900.00 DR		03/19/2018	605,778.52
CHQ#00100-2143312768	4,048.35 DR		03/20/2018	601,730.17
TD EFT S/C	109.95 DR		03/21/2018	601,620.22
GC 1284-DEPOSIT		320,222.83 CR	03/23/2018	921,843.05

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
PRFD-TPMGM10851-0059	4,821.68 DR		03/27/2018	917,021.37
CHQ#00102-2142959665	12,504.11 DR		03/28/2018	904,517.26
MONTHLY PLAN FEE	39.00 DR		03/29/2018	
ACCT BAL REBATE		39.00 CR	03/29/2018	904,517.26
CHQ#00101-3142367954	20,000.00 DR		04/04/2018	884,517.26
CHQ#00103-1142952558	5,273.24 DR		04/05/2018	879,244.02
PRFD-TPMGM10851-0060	4,821.68 DR		04/11/2018	874,422.34
CHQ#00104-4142891856	10,000.00 DR		04/13/2018	864,422.34
IOL PAY TO: CRA		4,337.00 DR	04/16/2018	860,085.34
CHQ#00087-0200096591	7,900.00 DR		04/17/2018	852,185.34
EFT Billing	49.95 DR		04/23/2018	852,135.39
PRFD-TPMGM10851-0061	4,821.68 DR		04/26/2018	
CHQ#00105-0200393317	5,000.00 DR		04/26/2018	842,313.71
MONTHLY PLAN FEE	39.00 DR		04/30/2018	
ACCT BAL REBATE		39.00 CR	04/30/2018	842,313.71
CHQ#00106-2144307277	15,000.00 DR		05/03/2018	827,313.71
MONEY GATE CORP INT		5,950.00 CR	05/07/2018	833,263.71
CHQ#00107-3143300009	15,576.91 DR		05/10/2018	817,686.80
IOL PAY TO: CRA		4,337.00 DR	05/14/2018	
CHQ#00109-2141372167	10,894.05 DR		05/14/2018	802,455.75
PRFD-TPMGM10851-0062	4,821.68 DR		05/17/2018	
CHQ#00108-3143395895	6,893.00 DR		05/17/2018	790,741.07
MONEY GATE CORP INT		5,429.16 CR	05/22/2018	
EFT Billing	49.95 DR		05/22/2018	796,120.28
MONEY GATE CORP INT		5,729.16 CR	05/25/2018	801,849.44
PRFD-TPMGM10851-0063	4,821.68 DR		05/28/2018	797,027.76
CHQ#00110-4143985584	17,500.00 DR		05/29/2018	779,527.76
GC 1800-DEPOSIT		303,205.88 CR	05/31/2018	
MONTHLY PLAN FEE	39.00 DR		05/31/2018	
ACCT BAL REBATE		39.00 CR	05/31/2018	1,082,733.64
CHQ#00113-4145040819	5,000.00 DR		06/05/2018	1,077,733.64
CHQ#00115-0142070195	2,474.11 DR		06/07/2018	
CHQ#00114-0142070198	6,045.51 DR		06/07/2018	
CHQ#00111-4141702533	7,628.18 DR		06/07/2018	1,061,585.84
CHQ#00112-2141231827	15,900.70 DR		06/11/2018	1,045,685.14
MONEY GATE CORP INT		2,604.16 CR	06/12/2018	1,048,289.30
PRFD-TPMGM10851-0064	4,821.68 DR		06/13/2018	1,043,467.62
IOL PAY TO: CRA		4,337.00 DR	06/19/2018	1,039,130.62
GC 3140-DEPOSIT		251,691.78 CR	06/21/2018	
EFT Billing	49.95 DR		06/21/2018	1,290,772.45
CHQ#00116-2140456450	25,000.00 DR		06/25/2018	1,265,772.45
PRFD-TPMGM10851-0065	4,821.68 DR		06/27/2018	1,260,950.77
MONTHLY PLAN FEE	39.00 DR		06/29/2018	

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
ACCT BAL REBATE		39.00 CR	06/29/2018	1,260,950.77
MONEY GATE CORP INT		5,650.00 CR	07/11/2018	1,266,600.77
IOL PAY TO: CRA		4,337.00 DR	07/12/2018	
PRFD-TPMGM10851-0066	4,821.68 DR		07/12/2018	1,257,442.09
CRA		671.28 DR	07/19/2018	
CHQ#00119-0145560053	24,881.89 DR		07/19/2018	1,231,888.92
EFT Billing	49.95 DR		07/23/2018	
CHQ#00117-0147769319	4,841.86 DR		07/23/2018	
CHQ#00118-3143877182	7,628.18 DR		07/23/2018	1,219,368.93
CHQ#00120-0148471820	30,000.00 DR		07/24/2018	1,189,368.93
PRFD-TPMGM10851-0067	4,821.68 DR		07/30/2018	1,184,547.25
MONTHLY PLAN FEE	39.00 DR		07/31/2018	
ACCT BAL REBATE		39.00 CR	07/31/2018	1,184,547.25
CHQ#00121-2141435509	10,286.67 DR		08/01/2018	1,174,260.58
PRFD-TPMGM10851-0068	4,821.68 DR		08/13/2018	1,169,438.90
MONEY GATE CORP INT		2,825.00 CR	08/14/2018	1,172,263.90
IOL PAY TO: CRA		4,337.00 DR	08/15/2018	1,167,926.90
EFT Billing	49.95 DR		08/21/2018	1,167,876.95
CHQ#00122-2142618742	30,000.00 DR		08/27/2018	1,137,876.95
CHQ#00124-1143342024	10,145.72 DR		08/28/2018	
CHQ#00123-1143342027	8,115.90 DR		08/28/2018	1,119,615.33
PRFD-TPMGM10851-0069	4,821.68 DR		08/30/2018	
CHQ#00125-2145068227	25,000.00 DR		08/30/2018	1,089,793.65
CAD DRAFT 85172931	7,507.50 DR		08/31/2018	
CAD DRAFT 85172932	10,294.17 DR		08/31/2018	
MONTHLY PLAN FEE	39.00 DR		08/31/2018	
ACCT BAL REBATE		39.00 CR	08/31/2018	1,071,991.98
PRFD-TPMGM10851-0070	4,821.68 DR		09/12/2018	1,067,170.30
IOL PAY TO: CRA		4,337.00 DR	09/17/2018	1,062,833.30
EFT Billing	49.95 DR		09/21/2018	
CHQ#00141-0143891012	884.32 DR		09/21/2018	
CHQ#00140-3143805539	15,000.00 DR		09/21/2018	
CHQ#00138-3143838899	51,866.21 DR		09/21/2018	995,032.82
PRFD-TPMGM10851-0071	4,821.68 DR		09/25/2018	990,211.14
CHQ#00139-3141534335	15,000.00 DR		09/26/2018	975,211.14
MONTHLY PLAN FEE	39.00 DR		09/28/2018	
ACCT BAL REBATE		39.00 CR	09/28/2018	975,211.14
CHQ#00126-0144142970	10,286.67 DR		10/03/2018	964,924.47
PRFD-TPMGM10851-0072	4,821.68 DR		10/12/2018	960,102.79
CAD DRAFT 84727430	760,413.26 DR		10/18/2018	
CHQ#00128-3141939689	6,309.27 DR		10/18/2018	193,380.26
EFT Billing	49.95 DR		10/22/2018	193,330.31
MONEY GATE CORP INT		5,650.00 CR	10/26/2018	

TD Canada Trust

MONEY GATE MORTGAGE INVESTMENT
200 KING ST WEST 11TH FL
TORONTO ON M5H 3T4 CAN

ACCOUNT NUMBER:5407640
BRANCH #:1085
FROM DATE:2016-10-01
TO DATE:2018-10-31

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
CHQ#00129-4144560198	30,000.00 DR		10/26/2018	168,980.31
PRFD-TPMGM10851-0073	4,821.68 DR		10/29/2018	
CHQ#00130-2144599396	25,000.00 DR		10/29/2018	
RTN#00130 FREEZE		25,000.00 CR	10/29/2018	164,158.63
CHQ#00131-2145155605	20,000.00 DR		10/30/2018	
RTN#00131 FREEZE		20,000.00 CR	10/30/2018	164,158.63
MONTHLY PLAN FEE	39.00 DR		10/31/2018	
ACCT BAL REBATE		39.00 CR	10/31/2018	164,158.63

Appendix “I”

TD Canada Trust

2546456 ONTARIO INC.
3901-75 QUEEN'S WHARF RD
TORONTO ON M5J 0V8 CAN

ACCOUNT NUMBER: 5414221
BRANCH #: 1085
FROM DATE: 2016-11-16
TO DATE: 2018-11-30

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
03/20/2017	OPEN ACCOUNT		$0.00	$0.00
03/30/2017	GC 1284-TRANSFER		$1,000.00	$1,000.00
03/31/2017	SERVICE CHARGE	$1.25		$998.75
04/19/2017	CHEQUE ORDER CHARGES	$172.27		$826.48
04/28/2017	TRANSFER		$50,000.00	$50,826.48
04/28/2017	SERVICE CHARGE	$2.50		$50,823.98
05/02/2017	CHQ#00001-1140319857	$10,286.67		$40,537.31
05/16/2017	E TFR C0tCHaQC	$791.00		$39,746.31
05/16/2017	E-TRANSFER FEE	$1.50		$39,744.81
05/30/2017	GC 1862-DEPOSIT		$595,741.26	$635,486.07
05/31/2017	GC 1284-TRANSFER	$275,000.00		$360,486.07
05/31/2017	MONTHLY PLAN FEE	$19.00		$360,467.07
05/31/2017	ACCT BAL REBATE		$19.00	$360,486.07
06/01/2017	CHQ#00002-3140621888	$10,286.67		$350,199.40
06/08/2017	GC 1284-TRANSFER	$50,000.00		$300,199.40
06/20/2017	WIRE TO CUSTOMER	$5,467.20		$294,732.20
06/20/2017	WIRE TO CUSTOMER	$24,454.88		$270,277.32
06/21/2017	GC 1999-CASH WITHDRA	$1,542.00		$268,735.32
06/21/2017	GC 1999-CASH WITHDRA	$6,250.00		$262,485.32
06/27/2017	TO 5407632	$150,000.00		$112,485.32
06/30/2017	MONTHLY PLAN FEE	$19.00		$112,466.32
06/30/2017	ACCT BAL REBATE		$19.00	$112,485.32
07/05/2017	CHQ#00003-2143196350	$10,286.67		$102,198.65
07/06/2017	MONEY GATE CORP MTG	$6,628.93		$95,569.72
07/20/2017	ECONOMICAL GRP. INS	$316.96		$95,252.76
07/26/2017	CAD DRAFT 80744583	$10,007.50		$85,245.26
07/26/2017	GC 1284-CASH WITHDRA	$2,582.80		$82,662.46
07/31/2017	MONTHLY PLAN FEE	$19.00		$82,643.46
07/31/2017	ACCT BAL REBATE		$19.00	$82,662.46
08/02/2017	CHQ#00004-3144967748	$10,286.67		$72,375.79
08/08/2017	MONEY GATE CORP MTG	$6,110.00		$66,265.79
08/21/2017	GC 1256-DEPOSIT		$5,800.00	$72,065.79
08/21/2017	GC 1284-DEPOSIT		$4,263.26	$76,329.05
08/21/2017	ECONOMICAL GRP. INS	$316.96		$76,012.09

TD Canada Trust

2546456 ONTARIO INC.
3901-75 QUEEN'S WHARF RD
TORONTO ON M5J 0V8 CAN

ACCOUNT NUMBER: 5414221
BRANCH #: 1085
FROM DATE: 2016-11-16
TO DATE: 2018-11-30

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
08/31/2017	MONTHLY PLAN FEE	$19.00		$75,993.09
08/31/2017	ACCT BAL REBATE		$19.00	$76,012.09
09/05/2017	CHQ#00005-3141250058	$10,286.67		$65,725.42
09/08/2017	GC 1076-TRANSFER	$47,305.58		$18,419.84
09/14/2017	TOR HYD ELEC W4W5X2	$497.37		$17,922.47
09/20/2017	ECONOMICAL GRP. INS	$316.96		$17,605.51
09/22/2017	GC 0531-DEPOSIT		$2,900.00	$20,505.51
09/29/2017	E TFR C0x4h8vf	$3,000.00		$17,505.51
09/29/2017	SEND E-TFR FEE	$1.50		$17,504.01
09/29/2017	MONTHLY PLAN FEE	$19.00		$17,485.01
10/03/2017	CHQ#00006-2144425069	$10,286.67		$7,198.34
10/10/2017	E TFR C0NKTNvq	$450.00		$6,748.34
10/10/2017	SEND E-TFR FEE	$1.50		$6,746.84
10/11/2017	E TFR C0tejSAs	$320.00		$6,426.84
10/11/2017	SEND E-TFR FEE	$1.50		$6,425.34
10/16/2017	EMAIL TFR C0WSwFE8	$400.00		$6,025.34
10/16/2017	SEND E-TFR FEE	$1.50		$6,023.84
10/16/2017	E TFR C0fxS8Py	$450.00		$5,573.84
10/16/2017	SEND E-TFR FEE	$1.50		$5,572.34
10/19/2017	E TFR C0S72pF9	$300.00		$5,272.34
10/19/2017	SEND E-TFR FEE	$1.50		$5,270.84
10/20/2017	ECONOMICAL GRP. INS	$316.96		$4,953.88
10/23/2017	EMAIL TFR C0BgXnTR	$150.00		$4,803.88
10/23/2017	SEND E-TFR FEE	$1.50		$4,802.38
10/24/2017	GC 1284-DEPOSIT		$2,900.00	$7,702.38
10/31/2017	MONTHLY PLAN FEE	$19.00		$7,683.38
11/01/2017	GC 1284-DEPOSIT		$4,600.00	$12,283.38
11/02/2017	CHQ#00007-3142350830	$10,286.67		$1,996.71
11/14/2017	SEND E-TFR CAffqXwq	$400.00		$1,596.71
11/14/2017	SEND E-TFR FEE	$1.50		$1,595.21
11/14/2017	GC 1284-DEPOSIT		$200,000.00	$201,595.21
11/14/2017	GC 1284-CASH WITHDRA	$7,136.59		$194,458.62
11/14/2017	CAD DRAFT 83283704	$154,256.85		$40,201.77
11/20/2017	ECONOMICAL GRP. INS	$316.96		$39,884.81

TD Canada Trust

2546456 ONTARIO INC.
3901-75 QUEEN'S WHARF RD
TORONTO ON M5J 0V8 CAN

ACCOUNT NUMBER: 5414221
BRANCH #: 1085
FROM DATE: 2016-11-16
TO DATE: 2018-11-30

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
11/21/2017	GC 1284-DEPOSIT		$2,900.00	$42,784.81
11/30/2017	MONTHLY PLAN FEE	$19.00		$42,765.81
12/04/2017	SEND E-TFR CAuHNSZU	$3,000.00		$39,765.81
12/04/2017	SEND E-TFR FEE	$1.50		$39,764.31
12/04/2017	DEPOSIT		$4,600.00	$44,364.31
12/04/2017	CHQ#00008-0146855240	$10,286.67		$34,077.64
12/20/2017	GC 1215-CASH WITHDRA	$1,586.20		$32,491.44
12/20/2017	ECONOMICAL GRP. INS	$316.96		$32,174.48
12/29/2017	MONTHLY PLAN FEE	$19.00		$32,155.48
12/29/2017	ACCT BAL REBATE		$19.00	$32,174.48
01/02/2018	SEND E-TFR CAKmFKPj	$80.00		$32,094.48
01/02/2018	SEND E-TFR FEE	$1.50		$32,092.98
01/03/2018	CHQ#00009-2143820785	$10,286.67		$21,806.31
01/04/2018	GC 1284-DEPOSIT		$4,600.00	$26,406.31
01/05/2018	CHQ#00002-3141995423	$2,385.08		$24,021.23
01/12/2018	CAD DRAFT 82440002	$5,007.50		$19,013.73
01/22/2018	ECONOMICAL GRP. INS	$316.96		$18,696.77
01/31/2018	MONTHLY PLAN FEE	$19.00		$18,677.77
02/01/2018	CHQ#00010-2142773746	$10,286.67		$8,391.10
02/02/2018	GC 1215-DEPOSIT		$4,600.00	$12,991.10
02/20/2018	ECONOMICAL GRP. INS	$316.91		$12,674.19
02/28/2018	MONTHLY PLAN FEE	$19.00		$12,655.19
03/02/2018	GC 0316-DEPOSIT		$4,600.00	$17,255.19
03/02/2018	CHQ#00003-2141818159	$10,286.67		$6,968.52
03/19/2018	SEND E-TFR CAXJmjqf	$350.00		$6,618.52
03/19/2018	SEND E-TFR FEE	$1.50		$6,617.02
03/20/2018	GC 1284-DEPOSIT		$4,700.00	$11,317.02
03/20/2018	ECONOMICAL GRP. INS	$296.56		$11,020.46
03/26/2018	SEND E-TFR CAUwep5s	$651.20		$10,369.26
03/26/2018	SEND E-TFR FEE	$1.50		$10,367.76
03/29/2018	MONTHLY PLAN FEE	$19.00		$10,348.76
04/02/2018	DEPOSIT		$4,600.00	$14,948.76
04/03/2018	CHQ#00004-4143920784	$10,286.67		$4,662.09
04/10/2018	DEPOSIT		$2,900.00	$7,562.09

TD Canada Trust

2546456 ONTARIO INC.
3901-75 QUEEN'S WHARF RD
TORONTO ON M5J 0V8 CAN

ACCOUNT NUMBER: 5414221
BRANCH #: 1085
FROM DATE: 2016-11-16
TO DATE: 2018-11-30

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
04/20/2018	ECONOMICAL GRP. INS	$296.56		$7,265.53
04/30/2018	MONTHLY PLAN FEE	$19.00		$7,246.53
05/01/2018	DEPOSIT		$4,600.00	$11,846.53
05/02/2018	CHQ#00005-1141769313	$10,286.67		$1,559.86
05/08/2018	DEPOSIT		$2,900.00	$4,459.86
05/22/2018	ECONOMICAL GRP. INS	$296.56		$4,163.30
05/31/2018	MONTHLY PLAN FEE	$19.00		$4,144.30
06/01/2018	DEPOSIT		$4,600.00	$8,744.30
06/01/2018	GC 3455-TRANSFER		$1,600.00	$10,344.30
06/04/2018	CHQ#00006-2145186457	$10,286.67		$57.63
06/05/2018	GC 0316-DEPOSIT		$2,900.00	$2,957.63
06/20/2018	ECONOMICAL GRP. INS	$296.56		$2,661.07
06/29/2018	MONTHLY PLAN FEE	$19.00		$2,642.07
07/04/2018	GC 1284-DEPOSIT		$4,600.00	$7,242.07
07/04/2018	GC 1284-TRANSFER		$3,110.00	$10,352.07
07/05/2018	CHQ#00007-2142416905	$10,286.67		$65.40
07/12/2018	GC 1284-DEPOSIT		$2,464.95	$2,530.35
07/20/2018	ECONOMICAL GRP. INS	$296.56		$2,233.79
07/24/2018	CHQ#00016-1140342111	$28,945.00		-$26,711.21
07/24/2018	RTN#00016 NSF		$28,945.00	$2,233.79
07/25/2018	NSF RETURN FEE	$48.00		$2,185.79
07/27/2018	SEND E-TFR CAEfYWre	$560.00		$1,625.79
07/27/2018	SEND E-TFR FEE	$1.50		$1,624.29
07/31/2018	MONTHLY PLAN FEE	$19.00		$1,605.29
08/09/2018	CAD DRAFT 85172626	$1,605.29		$0.00
08/20/2018	ECONOMICAL GRP. INS	$296.56		-$296.56
08/20/2018	RTN FREEZE		$296.56	$0.00
08/21/2018	CLOSE ACCOUNT	$0.00		$0.00

Appendix “J”

TD Canada Trust

2399029 ONTARIO INC.
28 DALE PARK CRT
THORNHILL ON L3T 2A2 CAN

ACCOUNT NUMBER: 5407632
BRANCH #: 1085
FROM DATE: 2014-05-01
TO DATE: 2017-10-31

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
09/02/2016	OPEN ACCOUNT		$0.00	$0.00
09/19/2016	GC 1284-DEPOSIT		$12,458.57	$12,458.57
09/22/2016	CHEQUE ORDER CHARGES	$23.84		$12,434.73
09/22/2016	CHQ#00001-0200198734	$2,768.50		$9,666.23
09/28/2016	TRANSFER		$65,200.00	$74,866.23
09/28/2016	DEPOSIT		$125,000.00	$199,866.23
09/28/2016	WIRE TO CUSTOMER	$125,000.00		$74,866.23
09/30/2016	DEPOSIT		$210,000.00	$284,866.23
09/30/2016	CAD DRAFT 78841143	$210,007.50		$74,858.73
09/30/2016	DEPOSIT		$284,011.36	$358,870.09
10/03/2016	MONEY GATE CORP MSP	$5,618.73		$353,251.36
10/03/2016	MONEY GATE CORP MSP	$6,666.66		$346,584.70
10/03/2016	MONEY GATE CORP MSP	$13,541.68		$333,043.02
10/03/2016	MONEY GATE CORP MSP	$13,854.18		$319,188.84
10/03/2016	MONEY GATE CORP MSP	$33,782.82		$285,406.02
10/03/2016	MONEY GATE CORP MSP	$49,412.33		$235,993.69
10/04/2016	MONEY GATE CORP MSP	$29,937.52		$206,056.17
10/05/2016	GC 1929-TRANSFER		$195,096.00	$401,152.17
10/06/2016	WIRE TO CUSTOMER	$245,264.00		$155,888.17
10/07/2016	CHQ#00005-0147499709	$250.00		$155,638.17
10/07/2016	CHQ#00003-0147499712	$7,083.33		$148,554.84
10/07/2016	CHQ#00006-4144105752	$85,250.00		$63,304.84
10/19/2016	E TFR C0kZQACX	$3,000.00		$60,304.84
10/19/2016	E-TRANSFER FEE	$1.50		$60,303.34
10/19/2016	CHEQUE ORDER CHARGES	$163.58		$60,139.76
10/21/2016	E TFR C0PtcMJQ	$3,000.00		$57,139.76
10/21/2016	E-TRANSFER FEE	$1.50		$57,138.26
10/24/2016	E TFR C0mfjNTu	$3,000.00		$54,138.26
10/24/2016	E-TRANSFER FEE	$1.50		$54,136.76
10/31/2016	MONTHLY PLAN FEE	$19.00		$54,117.76
10/31/2016	ACCT BAL REBATE		$19.00	$54,136.76
11/01/2016	DEPOSIT		$22,782.79	$76,919.55
11/01/2016	E TFR C0bhgCaX	$1,625.00		$75,294.55
11/01/2016	E-TRANSFER FEE	$1.50		$75,293.05

TD Canada Trust

2399029 ONTARIO INC.
28 DALE PARK CRT
THORNHILL ON L3T 2A2 CAN

ACCOUNT NUMBER: 5407632
BRANCH #: 1085
FROM DATE: 2014-05-01
TO DATE: 2017-10-31

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
11/01/2016	CHQ#00004-1144465449	$7,083.33		$68,209.72
11/04/2016	E TFR C0wMh8PP	$3,000.00		$65,209.72
11/04/2016	E-TRANSFER FEE	$1.50		$65,208.22
11/14/2016	CAD DRAFT 78841254	$28,498.42		$36,709.80
11/16/2016	CHQ#00011-4140243282	$5,000.00		$31,709.80
11/18/2016	DEPOSIT		$5,000.00	$36,709.80
11/18/2016	CAD DRAFT 78841332	$5,007.50		$31,702.30
11/18/2016	CAD DRAFT 78841333	$5,007.50		$26,694.80
11/18/2016	CASH WITHDRAWAL	$500.00		$26,194.80
11/21/2016	CHQ#00013-2143416190	$5,000.00		$21,194.80
11/30/2016	GC 0315-TRANSFER		$22,000.00	$43,194.80
11/30/2016	MONTHLY PLAN FEE	$19.00		$43,175.80
11/30/2016	ACCT BAL REBATE		$19.00	$43,194.80
12/01/2016	GC 0640-DEPOSIT		$21,687.76	$64,882.56
12/01/2016	Home Trust Comp MTG	$7,279.39		$57,603.17
12/01/2016	Home Trust Comp MTG	$7,325.04		$50,278.13
12/01/2016	E TFR C0wXR689	$2,000.00		$48,278.13
12/01/2016	E-TRANSFER FEE	$1.50		$48,276.63
12/05/2016	GC 1284-TRANSFER	$7,325.04		$40,951.59
12/05/2016	GC 1284-TRANSFER	$7,279.39		$33,672.20
12/05/2016	CHQ#00001-1144046061	$7,083.33		$26,588.87
12/09/2016	GC 2047-TRANSFER		$635,700.50	$662,289.37
12/12/2016	CAD DRAFT 80020488	$453,370.50		$208,918.87
12/12/2016	GC 0315-TRANSFER	$21,889.75		$187,029.12
12/13/2016	GC 1284-TRANSFER	$37,750.00		$149,279.12
12/13/2016	GC 0321-DEPOSIT		$11,500.00	$160,779.12
12/13/2016	MONEY GATE CORP MSP	$6,666.66		$154,112.46
12/13/2016	MONEY GATE CORP MSP	$8,994.90		$145,117.56
12/13/2016	MONEY GATE CORP MSP	$13,854.18		$131,263.38
12/13/2016	MONEY GATE CORP MSP	$46,640.99		$84,622.39
12/13/2016	MONEY GATE CORP MSP	$49,427.10		$35,195.29
12/14/2016	GC 2047-TRANSFER		$126,496.00	$161,691.29
12/14/2016	CHQ#00015-1144658832	$8,067.08		$153,624.21
12/15/2016	CAD DRAFT 79712971	$126,503.50		$27,120.71

TD Canada Trust

2399029 ONTARIO INC.
28 DALE PARK CRT
THORNHILL ON L3T 2A2 CAN

ACCOUNT NUMBER: 5407632
BRANCH #: 1085
FROM DATE: 2014-05-01
TO DATE: 2017-10-31

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
12/29/2016	TRANSFER		$6,000.00	$33,120.71
12/30/2016	MONTHLY PLAN FEE	$19.00		$33,101.71
12/30/2016	ACCT BAL REBATE		$19.00	$33,120.71
12/30/2016	SERVICE CHARGE	$1.25		$33,119.46
01/03/2017	Home Trust Comp MTG	$7,279.39		$25,840.07
01/03/2017	Home Trust Comp MTG	$7,325.04		$18,515.03
01/04/2017	E TFR C0367X6J	$1,850.00		$16,665.03
01/04/2017	E-TRANSFER FEE	$1.50		$16,663.53
01/04/2017	DEPOSIT		$21,687.00	$38,350.53
01/04/2017	CHQ#00002-0147344870	$7,083.33		$31,267.20
01/04/2017	CHQ#00016-3145205045	$8,067.08		$23,200.12
01/24/2017	GC 2047-TRANSFER		$435,196.00	$458,396.12
01/25/2017	CAD DRAFT 79713440	$100,007.50		$358,388.62
01/25/2017	GC 1284-TRANSFER	$140,000.00		$218,388.62
01/25/2017	GC 1284-TRANSFER	$13,326.00		$205,062.62
01/25/2017	CAD DRAFT 80020932	$116,007.50		$89,055.12
01/30/2017	GC 1284-TRANSFER	$68,874.67		$20,180.45
01/31/2017	MONTHLY PLAN FEE	$19.00		$20,161.45
02/01/2017	GC 1284-TRANSFER		$20,000.00	$40,161.45
02/01/2017	Home Trust Comp MTG	$7,279.39		$32,882.06
02/01/2017	Home Trust Comp MTG	$7,325.04		$25,557.02
02/02/2017	E TFR C0UcGUfd	$1,850.00		$23,707.02
02/02/2017	E-TRANSFER FEE	$1.50		$23,705.52
02/02/2017	CHQ#00017-3144477032	$8,067.08		$15,638.44
02/03/2017	RETURNED CHEQUE	$1,700.00		$13,938.44
02/03/2017	RTD CHQ SERVICE CHRG	$5.00		$13,933.44
02/06/2017	CHQ#00003-1142044938	$7,083.33		$6,850.11
02/09/2017	ERROR CORRECTION		$1,700.00	$8,550.11
02/09/2017	ERROR CORRECTION		$5.00	$8,555.11
02/14/2017	GC 1862-DEPOSIT		$52,391.76	$60,946.87
02/14/2017	CAD DRAFT 79148666	$50,007.50		$10,939.37
02/17/2017	DEPOSIT		$23,687.76	$34,627.13
02/28/2017	MONTHLY PLAN FEE	$19.00		$34,608.13
03/01/2017	E TFR C0AgrtRX	$1,850.00		$32,758.13

TD Canada Trust

2399029 ONTARIO INC.
28 DALE PARK CRT
THORNHILL ON L3T 2A2 CAN

ACCOUNT NUMBER: 5407632
BRANCH #: 1085
FROM DATE: 2014-05-01
TO DATE: 2017-10-31

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
03/01/2017	E-TRANSFER FEE	$1.50		$32,756.63
03/01/2017	Home Trust Comp MTG	$7,279.39		$25,477.24
03/01/2017	Home Trust Comp MTG	$7,325.04		$18,152.20
03/02/2017	CHQ#00018-2140292428	$8,067.08		$10,085.12
03/03/2017	MONEY GATE CORP MTG	$293.84		$9,791.28
03/07/2017	CHQ#00004-3141193655	$7,083.33		$2,707.95
03/21/2017	DEPOSIT		$22,687.76	$25,395.71
03/21/2017	TRANSFER	$20,000.00		$5,395.71
03/22/2017	GC 1862-DEPOSIT		$99,750.00	$105,145.71
03/24/2017	GC 1284-TRANSFER	$13,500.00		$91,645.71
03/28/2017	GC 1922-DEPOSIT		$597,412.30	$689,058.01
03/28/2017	MONEY GATE CORP MTG	$3,333.33		$685,724.68
03/28/2017	MONEY GATE CORP MTG	$4,497.45		$681,227.23
03/28/2017	MONEY GATE CORP MTG	$6,927.09		$674,300.14
03/28/2017	MONEY GATE CORP MTG	$21,354.17		$652,945.97
03/28/2017	MONEY GATE CORP MTG	$24,713.55		$628,232.42
03/30/2017	170330W5945100TSFR		$13,500.00	$641,732.42
03/30/2017	CAD DRAFT 80743914	$60,007.50		$581,724.92
03/30/2017	CAD DRAFT 80743913	$497,680.68		$84,044.24
03/30/2017	CHQ#00014-4144330044	$3,500.00		$80,544.24
03/31/2017	MONTHLY PLAN FEE	$19.00		$80,525.24
04/03/2017	E TFR C0abKMfR	$1,850.00		$78,675.24
04/03/2017	E-TRANSFER FEE	$1.50		$78,673.74
04/03/2017	GC 0315-TRANSFER		$5,000.00	$83,673.74
04/03/2017	CAD DRAFT 81044651	$35,007.50		$48,666.24
04/03/2017	Home Trust Comp MTG	$7,279.39		$41,386.85
04/03/2017	Home Trust Comp MTG	$7,325.04		$34,061.81
04/04/2017	GC 0868-DEPOSIT		$21,687.76	$55,749.57
04/04/2017	GC 0868-TRANSFER		$3,000.00	$58,749.57
04/04/2017	CHQ#00005-0147639212	$7,083.33		$51,666.24
04/04/2017	CHQ#00019-3144651251	$8,067.00		$43,599.24
04/05/2017	MONEY GATE CORP MTG	$987.61		$42,611.63
04/06/2017	RETURNED CHEQUE	$21,687.76		$20,923.87
04/06/2017	RTD CHQ SERVICE CHRG	$5.00		$20,918.87

TD Canada Trust

2399029 ONTARIO INC.
28 DALE PARK CRT
THORNHILL ON L3T 2A2 CAN

ACCOUNT NUMBER: 5407632
BRANCH #: 1085
FROM DATE: 2014-05-01
TO DATE: 2017-10-31

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
04/07/2017	USD DRAFT 01539090	$227.23		$20,691.64
04/25/2017	GC 1862-DEPOSIT		$244,700.00	$265,391.64
04/25/2017	GC 1922-TRANSFER		$399,833.18	$665,224.82
04/27/2017	GC 1999-TRANSFER	$100,000.00		$565,224.82
04/28/2017	TRANSFER	$50,000.00		$515,224.82
04/28/2017	MONTHLY PLAN FEE	$19.00		$515,205.82
04/28/2017	ACCT BAL REBATE		$19.00	$515,224.82
05/01/2017	Home Trust Comp MTG	$7,279.39		$507,945.43
05/01/2017	Home Trust Comp MTG	$7,325.04		$500,620.39
05/02/2017	TD ATM DEP 008525		$22,687.00	$523,307.39
05/02/2017	CHQ#00020-1140319854	$8,067.08		$515,240.31
05/03/2017	WIRE TO CUSTOMER	$49,381.11		$465,859.20
05/03/2017	MONEY GATE CORP MTG	$2,202.73		$463,656.47
05/03/2017	MONEY GATE CORP MTG	$8,515.07		$455,141.40
05/03/2017	MONEY GATE CORP MTG	$9,999.99		$445,141.41
05/03/2017	MONEY GATE CORP MTG	$13,492.35		$431,649.06
05/03/2017	MONEY GATE CORP MTG	$20,781.27		$410,867.79
05/03/2017	MONEY GATE CORP MTG	$74,140.65		$336,727.14
05/03/2017	MONEY GATE CORP MTG	$120,630.86		$216,096.28
05/08/2017	E TFR C0Y9Kbak	$1,850.00		$214,246.28
05/08/2017	E-TRANSFER FEE	$1.50		$214,244.78
05/08/2017	E TFR C0qbUkDP	$1,000.00		$213,244.78
05/08/2017	E-TRANSFER FEE	$1.50		$213,243.28
05/08/2017	CHQ#00006-2143939339	$7,083.33		$206,159.95
05/24/2017	170524S4026600WIRE		$374,982.50	$581,142.45
05/24/2017	CAD DRAFT 80744212	$403,754.98		$177,387.47
05/25/2017	TD ATM W/D 002322	$1,000.00		$176,387.47
05/29/2017	CAD DRAFT 80744228	$115,577.50		$60,809.97
05/31/2017	GC 1284-TRANSFER		$275,000.00	$335,809.97
05/31/2017	MONTHLY PLAN FEE	$19.00		$335,790.97
05/31/2017	ACCT BAL REBATE		$19.00	$335,809.97
06/01/2017	Home Trust Comp MTG	$7,279.39		$328,530.58
06/01/2017	Home Trust Comp MTG	$7,325.04		$321,205.54
06/02/2017	CAD DRAFT 80744289	$15,007.50		$306,198.04

TD Canada Trust

2399029 ONTARIO INC.
28 DALE PARK CRT
THORNHILL ON L3T 2A2 CAN

ACCOUNT NUMBER: 5407632
BRANCH #: 1085
FROM DATE: 2014-05-01
TO DATE: 2017-10-31

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
06/02/2017	GC 1284-DEPOSIT		$115,570.00	$421,768.04
06/02/2017	CAD DRAFT 80744265	$48,930.97		$372,837.07
06/02/2017	CAD DRAFT 80744266	$17,380.09		$355,456.98
06/02/2017	CAD DRAFT 80744267	$44,195.68		$311,261.30
06/05/2017	E TFR C03AGuVk	$1,850.00		$309,411.30
06/05/2017	E-TRANSFER FEE	$1.50		$309,409.80
06/06/2017	MONEY GATE CORP MTG	$3,333.33		$306,076.47
06/06/2017	MONEY GATE CORP MTG	$4,497.45		$301,579.02
06/06/2017	MONEY GATE CORP MTG	$6,927.09		$294,651.93
06/06/2017	MONEY GATE CORP MTG	$11,666.67		$282,985.26
06/06/2017	MONEY GATE CORP MTG	$24,713.55		$258,271.71
06/06/2017	MONEY GATE CORP MTG	$36,197.92		$222,073.79
06/07/2017	GC 1284-DEPOSIT		$22,687.00	$244,760.79
06/07/2017	CAD DRAFT 80744297	$22,694.50		$222,066.29
06/08/2017	GC 1284-TRANSFER		$50,000.00	$272,066.29
06/08/2017	CAD DRAFT 81616906	$263,382.74		$8,683.55
06/08/2017	CAD DRAFT 81616907	$965.50		$7,718.05
06/09/2017	CHQ#00007-3141750971	$7,083.33		$634.72
06/13/2017	GC 1284-DEPOSIT		$93,111.65	$93,746.37
06/13/2017	CAD DRAFT 80744329	$93,119.15		$627.22
06/27/2017	FR 5414221		$150,000.00	$150,627.22
06/30/2017	MONTHLY PLAN FEE	$19.00		$150,608.22
06/30/2017	SERVICE CHARGE	$2.50		$150,605.72
07/04/2017	Home Trust Comp MTG	$7,279.39		$143,326.33
07/04/2017	Home Trust Comp MTG	$7,325.04		$136,001.29
07/06/2017	MONEY GATE CORP MTG	$3,333.33		$132,667.96
07/06/2017	MONEY GATE CORP MTG	$4,497.45		$128,170.51
07/06/2017	MONEY GATE CORP MTG	$6,927.09		$121,243.42
07/06/2017	MONEY GATE CORP MTG	$11,666.67		$109,576.75
07/06/2017	MONEY GATE CORP MTG	$24,713.55		$84,863.20
07/06/2017	MONEY GATE CORP MTG	$36,197.92		$48,665.28
07/10/2017	WIRE TO CUSTOMER	$4,133.15		$44,532.13
07/10/2017	GC 1284-CASH WITHDRA	$3,000.00		$41,532.13
07/10/2017	CHQ#00008-4142149308	$7,083.33		$34,448.80

TD Canada Trust

2399029 ONTARIO INC.
28 DALE PARK CRT
THORNHILL ON L3T 2A2 CAN

ACCOUNT NUMBER: 5407632
BRANCH #: 1085
FROM DATE: 2014-05-01
TO DATE: 2017-10-31

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
07/31/2017	CAD DRAFT 81745343	$10,007.50		$24,441.30
07/31/2017	GC 1284-TRANSFER	$20,000.00		$4,441.30
07/31/2017	MONTHLY PLAN FEE	$19.00		$4,422.30
08/01/2017	Home Trust Comp MTG	$7,279.39		-$2,857.09
08/01/2017	Home Trust Comp MTG	$7,325.04		-$10,182.13
08/01/2017	RTN NOT AUTH		$7,325.04	-$2,857.09
08/01/2017	RTN NOT AUTH		$7,279.39	$4,422.30
08/02/2017	CHQ#00009-4143801906	$7,083.33		-$2,661.03
08/03/2017	STOP PAYMENT FEE	$12.50		-$2,673.53
08/03/2017	RTN#00009 STOP PAYT		$7,083.33	$4,409.80
08/04/2017	CREDIT MEMO		$12.50	$4,422.30
08/08/2017	GC 1922-TRANSFER		$38.01	$4,460.31
08/10/2017	GC 1284-TRANSFER	$4,000.00		$460.31
08/31/2017	MONTHLY PLAN FEE	$19.00		$441.31
08/31/2017	OVERDRAFT INTEREST	$1.53		$439.78
09/01/2017	Home Trust Comp MTG	$7,279.39		-$6,839.61
09/01/2017	Home Trust Comp MTG	$8,266.45		-$15,106.06
09/01/2017	RTN NOT AUTH		$8,266.45	-$6,839.61
09/01/2017	RTN NOT AUTH		$7,279.39	$439.78
09/08/2017	GC 1076-TRANSFER		$47,305.58	$47,745.36
09/08/2017	CAD DRAFT 82640284	$47,313.08		$432.28
09/08/2017	CHQ#00010-1143400677	$7,083.33		-$6,651.05
09/11/2017	RTN#00010 NSF		$7,083.33	$432.28
09/29/2017	MONTHLY PLAN FEE	$19.00		$413.28
09/29/2017	OVERDRAFT INTEREST	$11.48		$401.80
10/02/2017	Home Trust Comp MTG	$7,457.94		-$7,056.14
10/02/2017	Home Trust Comp MTG	$8,266.45		-$15,322.59
10/02/2017	RTN NOT AUTH		$8,266.45	-$7,056.14
10/02/2017	RTN NOT AUTH		$7,457.94	$401.80
10/31/2017	MONTHLY PLAN FEE	$19.00		$382.80

Appendix “K”

Sam P. Rappos

From: Brian Shiller <BShiller@rubyshiller.com>
Sent: Monday, January 07, 2019 10:02 PM
To: Maya Poliak
Subject: Money Gate Mortgage Investment Corporation (Plaintiff) v. 2546456 Ontario Inc. (Defendant) Court File: CV-18-601199-00CL
Attachments: Document.pdf; special resolutions[1].pdf; Share Cert - A13MG[1].pdf

Good Evening Ms. Poliak:

I am counsel to 2496050 which owns 50% of the Dovercourt property. As you are aware, the other 50% is owned by Payam Katebian. A copy of the share purchase agreement dated May 16, 2017 is attached. A copy of the share certificate is attached as well.

As part of the deal to purchase 50 percent of the shares, our client and Mr. Katebian agreed that a special resolution of the shareholders would be executed to ensure that the property would not be further encumbered without the consent of all shareholders. A copy of the Special Resolution dated May 15, 2017 is attached.

The mortgage placed on Dovercourt by MGMIC is dated June 5, 2017. The mortgage was negotiated without my client's knowledge and in contravention of the Special Resolution. Despite that the mortgage funds were advanced, they were advanced by MGMIC to one of its principles, Payam Katebian and no portion of the funds was advanced to my client. I am instructed to bring an action to invalidate the mortgage. It is my view that the facts clearly support an injunction against MGMIC requiring it to hold the funds received from the payout.

Can you please provide copies of the direction regarding funds and any other supporting documents that will show where the money went? Can you advise who acted on behalf of the MGMIC in the transaction?

Will the receiver agree to hold the funds (assuming court approval) pending resolution of the issues set out above?

Regarding the approval motion, can you please advise if MGMIC is opposing the sale?

It is our view that the motion to approve the sale was brought on short notice considering the intervening holidays and that there are issues related to the failure of the receiver to deliver the sealed documents to stakeholders. Would MGMIC support an adjournment of the sale approval motion?

May I please hear from you by the end of the day tomorrow?

Brian Shiller

RUBY
SHILLER
ENENAJOR
DIGIUSEPPE
BARRISTERS

92 Isabella Street, Toronto, Ontario M4Y 1N4
T: 416 964 9664 • **F**: 416 964 8305 • **W**: rubyshiller.com
E: bshiller@rubyshiller.com

Appendix “L”

Court File No. CV-11-9348-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.	)	WEDNESDAY, THE 23RD DAY
	)	OF JANUARY, 2019
JUSTICE MCEWEN	)	

BETWEEN

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Plaintiff

and

2546456 ONTARIO INC.

Defendant

ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc., in its capacity as the Court-Appointed Receiver (the "Receiver") over the lands and premises registered in the name of 2546456 Ontario Inc. (the "Debtor") for an Order, *inter alia*, sealing the Agreement of Purchase and Sale of the property municipally known as 558 Dovercourt Road, Toronto, Ontario (the "Property"), the Summary of Offers and the appraisals related thereto, as well as approving the interim distribution to the secured stakeholders and the activities and professional fees of the Receiver and its counsel, was heard this day at 330 University Avenue, 8th Floor, Toronto, Ontario.

ON READING the First Report of the Receiver dated December 15, 2018 (the "First Report") and upon hearing the submissions of counsel for the Receiver, no one else attending although duly served with notice of the within motion,

1. **THIS COURT ORDERS** that any requirement for service of the Notice of Motion, the Report and the Motion Record be and are hereby abridged, that the motion is properly returnable today, that all parties requesting notice of this motion have been duly served and that service on all parties is hereby validated and any further service is hereby dispensed with.

2. **THIS COURT ORDERS AND DECLARES** that the Agreement of Purchase and Sale of the Property as well as the Summary of Offers prepared by the Receiver as outlined in the First Report be and are hereby sealed pending the filing of the Receiver's Certificate as to the closing of the sale transaction contemplated by the Agreement of Purchase and Sale or further Order of this Honourable Court.

3. **THIS COURT ORDERS AND DECLARES** that the appraisals obtained by the Receiver as outlined in the First Report be and are hereby sealed pending the filing of the Receiver's Certificate as to the closing of the sale transaction contemplated by the Agreement of Purchase and Sale or further Order of this Honourable Court.

4. **THIS COURT ORDERS AND DECLARES** that the Receiver be and is hereby authorized and directed to make a distribution to the secured stakeholders as follows:

   - To the First Mortgagees, Yerusha Investments Inc.; Bamburgh Holdings Ltd.; Pollock, Ronald; Pollock, Judy; Candid Opinion Ltd.; Sabo Properties Limited;

Stern, Nechama; Pollak, Charles; Pollak, Nancy; Rubinoff, Mendel; Rubinoff, Judy; The Bank of Nova Scotia Trust Company; Gruneir, Wendy; 1031436 Ontario Inc.; B & M Handelman Investments Limited; Handelman, Carol in the amount of $1,508,534.46; and

- To the Second Mortgagee, Grant Thornton Limited in its capacity as the Court-Appointed Receiver of Money Gate Mortgage Investment Corporation, in the amount of $391,027.14.

5. **THIS COURT ORDERS AND DECLARES** that the actions and activities of the Receiver as set out in the First Report be and are hereby approved.

6. **THIS COURT ORDERS AND DECLARES** that the professional fees and disbursements of the Receiver from June 5, 2018 to December 13, 2018 as contained in the First Report be and are hereby approved.

7. **THIS COURT ORDERS AND DECLARES** that the professional fees and disbursements of the Receiver's legal counsel, Macdonald Sager Manis LLP, from November 6, 2018 to December 14, 2018, as contained in the First Report be and are hereby approved.

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

JAN 2 3 2019

PER / PAR: RW

MONEY MORTGAGE INVESTMENT CORPORATION -and- **2546456 ONTARIO INC.**

Applicant Respondent

Court File No. **CV-18-601199-00CL**

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

ORDER

MACDONALD SAGER MANIS LLP
Lawyers and Trade-mark Agents
150 York Street, Suite 800
Toronto, Ontario, M5H 3S5

Telephone: (416) 364-1553
Telefax: (416) 354-1453

Howard F. Manis
Direct: (416) 364-5289
LSUC: 34366V

Lawyers for the Receiver,
Ira Smith Trustee & Receiver

9:58 a.m

COUNSEL SLIP

COURT FILE NO CV-18-00601199-00CL DATE 23 January 2019

NO ON LIST 4.

TITLE OF PROCEEDING Money Gate Mortgage Investment Corp.

254 6456 ONTARIO INC

COUNSEL FOR: PLAINTIFF(S) APPLICANT(S) PETITIONER(S) H. MANIS

PHONE & FAX NOS T - (416) 364-5289 F (416) 364-1453 HMANIS@MSMLAW.CA

COUNSEL FOR: DEFENDANT(S) RESPONDENT(S) The Money Gate Receiver T: 416-218-1161 F: 416-218-1844 E: Maya@chaitons.com

PHONE & FAX NOS

23 Jan 19

Vesting order and order providing for interim distribution shall go as per the drafts filed & signed. Purchase price is reasonable.

Receiver GTL will be holding on to the funds as per para 4 pending the resolution of the distribution order in the Money Gate proceeding.

McEwen J.

Appendix “M”

CORPORATION PROFILE REPORT

Ontario Corp Number
2496050

Corporation Name
2496050 ONTARIO CORP.

Incorporation Date
2015/12/14

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
ACTIVE

Former Jurisdiction
NOT APPLICABLE

Registered Office Address

3230 YONGE STREET
SENURA CORP
Suite # 313
TORONTO
ONTARIO
CANADA M4N 3P6

Mailing Address

NOT AVAILABLE

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
2496050	2496050 ONTARIO CORP.

Corporate Name History	Effective Date
2496050 ONTARIO CORP.	2015/12/14

Current Business Name(s) Exist: YES

Expired Business Name(s) Exist: NO

Administrator:

Name (Individual / Corporation)	Address
JONATHANE M RICCI	3230 YONGE STREET **Suite #** 313 TORONTO ONTARIO CANADA M4N 3P6

Date Began	First Director	
2015/12/14	YES	

Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2496050	2496050 ONTARIO CORP.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2018	1C	2019/07/28 (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.

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

A13MG

Business Identification Number

260639489

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

3230 YONGE STREET

No. 2019
TORONTO
ONTARIO
CANADA, M4N 3P6

Business Address in Ontario

3230 YONGE STREET

No. 2019
TORONTO
ONTARIO
CANADA, M4N 3P6

Activity being carried out

MANAGEMENT CONSULTING SERVICES

Registration Date

2016/06/20

Expiry Date

2021/06/19

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2016/06/20

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

A13MG

Business Identification Number

260639489

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

2496050 ONTARIO CORP.

Corp. Registered/Head Office Address

3230 YONGE STREET

No. 313
TORONTO
ONTARIO
CANADA, M4N 3P6

Corporate Number

2496050

Jurisdiction of Corporation

ONTARIO

Corporation Status

ACTIVE

Person Authorizing the Registration

2496050 ONTARIO CORP.

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Appendix “N”

Court File No./N° du dossier du greffe: CV-19-00613363-0000

Electronically issued
Délivré par voie électronique : 28-Jan-2019
Toronto

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

2496050 ONTARIO CORPORATION

Plaintiff

-and-

2546456 ONTARIO INC., PAYAM KATEBIAN, GRANT THORNTON LIMITED, and ROUZBEH BEHROUZ

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the statement of claim served with this notice of action.

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 notice of action 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.

IF YOU PAY THE PLAINTIFF'S CLAIM, and $10,000 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and $400 for costs and have the costs assessed by the Court.

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 ______________________ Issued by ________________________________
Local Registrar

Address of court office: 393 University Avenue
10th Floor
Toronto, Ontario
MSG 1E6

TO: **2546456 Ontario Inc.**

AND TO: **Payam Katebian**

AND TO: **Grant Thornton Limited**

AND TO: **Rouzbeh Behrouz**

CLAIM

1. The Plaintiff claims:

   1) A declaration that the mortgage registered in favor of Money Gate Mortgage Investment Corporation ("Money Gate" or "MGMIC") against 558 Dovercourt Road, Toronto, Ontario (the Property") with instrument number AT4588484 (the "Mortgage") is/was invalid;

   2) An interim injunction until the trial of this action, prohibiting MGMIC from distributing, dissipating, alienating or in any way dealing with funds it receives derived from the payout of the Mortgage ("Mortgage Payout Funds") upon the sale of the Property;

   3) An Order that the Mortgage Payout Funds be returned to 2546456 Ontario Corporation;

   4) An Order winding up 2546456 Ontario Corporation, and distribution of 50% of the assets of 2546456 Ontario Corporation to the Plaintiff.

   5) An Order that the Director of Titles of Province of Ontario shall delete the Mortgage from title to the Property, if applicable;

   6) If necessary, an Order allowing the Plaintiff to advance its claim for the declaration sought in para 1), above, against Money Gate;

   7) If necessary, an Order allowing the Plaintiff to advance its claims herein against 2546456 Ontario Corporation;

   8) Leave of the court, if necessary, to bring a derivative action against Rouzbeh Behrouz and Grant Thornton Ltd./Moneygate Mortgage Investment Corporation on behalf of 2546456 Ontario Corporation, pursuant to section 246 of the *Ontario Business Corporations Act*;

9) Further, and in the alternative to the above, a declaration pursuant to s. 248 of the *Ontario Business Corporations Act,* that Rouzbeh Behrouz has acted in an oppressive manner, and damages from the Defendant, Rouzbeh Behrouz, pursuant to section 248 of the *Ontario Business Corporations Act*, in the amount of $611,000, plus interest and costs or otherwise;

10) Such further and other relief and/or orders as counsel may request and the court deem just;

11) Costs of the action together with applicable HST thereon pursuant to the *Courts of Justice Act* and the *Excise Tax Act*.

Parties

2. The Plaintiff 2496050 Ontario Corporation, ("249") is a corporation registered under the laws of Ontario, Canada, with offices in the city of Toronto. 249 is a 50% shareholder of the Defendant, 2546456 Ontario Inc. ("254").

3. The Defendant, 254, is a corporation organized under the laws of Ontario, and is the registered owner of the Property.

4. The Defendant, Rouzbeh Behrouz ("Behrouz"), is the director of 254.

5. The Defendant, Behrouz, is also registered with FSCO as a Mortgage Broker with MGMIC.

6. Payam Katebian ("Payam") is a 50% shareholder of 254.

7. MGMIC, is a corporation organized under the laws Ontario, and is/was/purports to be authorized as a Mortgage Investment Corporation under the *Income Tax Act*, Canada. MGMIC carries on business as a mortgage lender.

8. Aside from being a 50% shareholder of 245, Payam Katebian is also a director of MGMIC.

9. Grant Thornton Limited ("Grant Thornton") is a corporation with offices in Toronto that is licensed as a Trustee in Bankruptcy. Grant Thornton carries on business in Toronto as acting as court appointed receiver when appointed by court order as applicable.

10. On November 6, 2018, the Ontario Securities Commission made an application to the Ontario Superior Court of Justice for an Order appointing Grant Thornton as receiver over the assets, undertakings, and Properties of MGMIC. The grounds for the OSC's application included *inter alia* allegations of malfeasance of Payam and Morteza (a.k.a. "Ben") Katebian (collectively the "Katebians") in the operation of MGMIC, including allegations of self-dealing by the Katebians and acting while in a conflict of interest.

11. On November 6, 2018, by Order Hainey J. of the Ontario Superior Court of Justice (Commercial List), Grant Thornton Limited ("Grant Thornton") was appointed Receiver over all assets, undertakings, and properties of MGMIC.

12. Ira Smith Trustee and Receiver Inc., ("Ira Smith" or the "Receiver") is a corporation with offices in Toronto that is licensed as a Trustee in Bankruptcy. Ira Smith carries on business in Toronto, as acting as court appointed receiver when appointed by court order as applicable.

13. On July 30, 2018, on application by MGMIC, by the Order of Dunphy J. of the Ontario Superior Court of Justice (Commercial List), Ira Smith was appointed Receiver over the Property.

Background Leading Up To The Claims Herein

14. On or about March 3, 2017, 254 purchased the Property for approximately $1,900,000.

15. To assist 254 with financing the purchase of the Property, 254 took a syndicated first mortgage loan in the amount of $1,450,000 from a group of investors, which was secured against the Property and registered as instrument number AT4527566.

16. At the time that 254 purchased the Property, Payam was the sole shareholder of 254.

The Plaintiff Becomes A Shareholder of 245

17. On or about May 24, 2017, Payam sold 50% of the shares of 254 to 249 for $375,000.

18. Concurrently with the sale of 50% of the shares of 254 to 249, and in order to secure 249's interest in 254, on May 15, 2017, 254 passed a special resolution (the "Special Resolution") enacting a by-law restricting the ability of 254 from, among other things, engaging in any loan transactions. Payam signed the Special Resolution on behalf of 254.

19. The Special Resolution states:

> ONLY upon the consent of the Voting Common shareholders by resolution passed by a majority of such shareholders as a meeting of such shareholders entitled to vote thereat, or by consent in writing of all such shareholders entitled to vote, may the Corporation be permitted to: ***borrow any sums of money***; sign, execute and endorse documents as may be required to evidence such indebtedness; discount or rediscount any bills receivable owned by the Corporation; apply for and obtain letters of credit, and execute agreements related thereto; ***pledge and/or mortgage any moneys, bonds, stocks, shares, receivables, real estate and/or other property of the Corporation***; secure the payment of any indebtedness, liability, or obligation of the Corporation whether now due or to become due and whether existing or hereafter incurred; withdraw and/or substitute any property held at any time as collateral; sign and execute trust receipts for the withdrawal of same when required; and generally do and perform and all acts and/or sign any and all agreements, obligations, pledges, and/or other instruments necessary, required and/or needed by the Corporation in any manner thereto. [Emphasis added]

The Mortgage Scheme

20. Notwithstanding the Special Resolution and the fact that 254 was prohibited from borrowing funds or using the Property as security, and Payam's actual knowledge of the same, Payam and MGMIC devised a scheme under which MGMIC would advance funds to 254 in exchange for a mortgage on the Property (the "Mortgage Funds"), and 254 would redirect the

Mortgage Funds to a corporation controlled by Payam, or at his direction, for his own benefit and to the detriment of 254 and 249.

21. The Mortgage Scheme allowed Payam to extract equity from the Property at the expense of 249, which owned 50% of the shares of 254, but received no benefit from the mortgage registered against the Property.

22. As step 1 in the scheme, Payam resigned as director of 254, and inserted Behrouz as the director of 254 to conceal his role in the scheme set out below.

23. Notwithstanding the Special Resolution restricting the ability of 254 to engage in any loan transactions, that MGMIC was prohibited by its own by-laws from lending to a corporation related to Payam and unbeknownst to 249, MGMIC and Behrouz, acting as director of 254, approved a loan from MGMIC to 254 in the amount of $611,000 (the "Moneygate Mortgage Loan Commitment" and the "Moneygate Mortgage Loan").

24. At the time of the Moneygate Mortgage Loan Commitment, Behrouz and MGMIC intended that 254 would borrow the Moneygate Mortgage Loan funds, secure the Moneygate Mortgage Loan against the Property, and use the Moneygate Mortgage Loan funds for the purposes of Payam only, to the detriment of 249 and 254.

25. On or about June 5, 2017, MGMIC and 254 entered into the Moneygate Mortgage Loan, and MGMIC advanced $611,000 to 254, secured by the Property.

26. The Mortgage was registered against the Property with instrument number AT4588484.

27. Acting in his capacity as a director of 254, Behrouz re-directed the Mortgage Funds away from 254, as per Payam's direction and against the interest of 254 and 249, notwithstanding that:

i. MGMIC was prohibited by its own by-laws from making the Moneygate Mortgage Loan;

ii. 254 was prohibited from borrowing the Moneygate Mortgage Loan pursuant to the Special Resolution; and

iii. using the proceeds of the Moneygate Mortgage Loan for the purposes of Payam only was oppressive to 249.

The Use of Mortgage Funds

28. The plaintiff is unaware of the details of the re-direction and seeks an accounting and details of the same from Behrouz and/or 254.

The Loan Was Ultra Vires 254's and Behrouz's Authority

29. Given the Special Resolution prohibiting all borrowings by 254, Behrouz and 254 did not have authority to enter into the Moneygate Mortgage Loan.

30. MGMIC, Behrouz, and Payam each had actual knowledge that the Moneygate Mortgage Loan was *ultra vires* the authority of 254, *ultra vires* the authority of Behrouz, and oppressive to 249.

31. Given that 254, Behrouz and MGMIC had actual knowledge that the loan was *ultra vires* 254, and Behrouz had no authority to act on the Mortgage, the mortgage registered against the Property is invalid.

32. In the alternative, if the Mortgage is valid, Behrouz's actions above were knowingly oppressive to 249, and 249 is entitled to an order, pursuant to section 248 of the *Ontario Business Corporations Act*, for damages in the amount of the mortgage.

Receivership of 254

33. The Receiver has obtained an Order authorizing the sale of the Property for $2.35MM (the "Property Sale Order").

34. Once the sale of the Property closes, the Receiver will distribute funds allocable to the Moneygate Mortgage Loan to the Moneygate Receiver.

35. As set out above, the Plaintiff seeks an injunction prohibiting MGMIC, or Grant Thornton, from dealing with the proceeds of the Moneygate Mortgage Loan until the issue of the validity of the Moneygate Mortgage can be determined.

Breach of Fiduciary Duty

36. As a director of 254, Behrouz owed a fiduciary duty to 254 to act in its best interests.

37. Behrouz's conduct, detailed above, in approving the Monegate Mortgage Loan, and redirecting the Moneygate Mortgage Loan funds away from 254 at Payam's direction was against the interests of 254, and a breach of Behrouz's duties to 254.

38. If the Moneygate Mortgage Loan is deemed valid, which is not admitted but denied, 254 has suffered losses as result of Behrouz's breach of fiduciary duty, and Behrouz is liable to 254 in respect of same.

Unjust Enrichment

39. In the alternative to the above, Payam was unjustly enriched by the proceeds of the Moneygate Mortgage Loan he received or directed to corporations under his control, 249 suffered a corresponding deprivation, and there is no juristic reason for the enrichment.

Alternative Relief

40. In the further alternative, if the Moneygate Mortgage Loan is valid, which is denied, whatever monies were re-directed back to MGMIC or its counsel by Behrouz should be deducted from the balance owing, if any.

Legislation

41. The Plaintiff pleads and relies on sections 246, and 248 of the *Ontario Business Corporations Act.*

Date:

RUBY SHILLER ENENAJOR DIGIUSEPPE
Barristers
92 Isabella Street
Toronto, Ontario M4Y 1N4

Brian Shiller (LSO #34407G)
Tel: (416) 964-9664
Fax: (416) 964-8305
bshiller@rubyshiller.com

Lawyer for the Plaintiff

2496050 Ontario Corporation Plaintiff	**v**	**2546456 Ontario Inc. et al.** Defendants	Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

STATEMENT OF CLAIM

RUBY SHILLER ENENAJOR DIGIUSEPPE
Barristers
92 Isabella Street
Toronto, Ontario M4Y 1N4

Brian Shiller (LSO #34407G)
Tel: (416) 964-9664
Fax: (416) 964-8305
bshiller@rubyshiller.com

Lawyer for the Plaintiff

Appendix “O”

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

2496050 ONTARIO CORPORATION

Plaintiff

-and-

2546456 ONTARIO INC., PAYAM KATEBIAN, GRANT THORNTON LIMITED, and ROUZBEH BEHROUZ

Defendants

AFFIDAVIT OF JONATHANE RICCI

I, JONATHANE RICCI, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the sole director and officer of 2496050 Ontario Corp. ("249"), which is a 50% shareholder in 2546456 Ontario Inc. ("254"). The other shareholder of 2546456 Ontario Inc. is the Defendant, Payam Katebian.

2. 254 is the registered owner of 558 Dovercourt Road, Toronto ("the Property"), which is the subject of the within motion. As director of 249, I was involved in the material events herein described. As such, I have personal knowledge as to the matters to which I hereinafter depose.

My Prior Involvement With Payam Katebian

3. At all material times, Payam Katebian was, along with his father, Morteza (*a.k.a.* "Ben") Katebian, a director of Money Gate Mortgage Investment Corporation ("MGMIC"), a Mortgage Investment Corporation.

4. Prior to the events herein described, I had previously acted as a lawyer on behalf my then- client, Curah Capital Corporation, on a number of transactions in which Payam Katebian was involved, either through MGMIC or otherwise. I also previously acted on a number of transactions as the lawyer on behalf of MGMIC and, in that capacity, I had taken instructions from Payam Katebian.

5. Additionally, my offices, at the time, were in the same building as MGMIC's offices, at 25 Mallard Road, Toronto, ON.

6. At the material time, I, and my former client Curah Capital Corporation, were looking to invest in Toronto Real Estate, which had been performing well.

7. Through our previous involvement with Payam Katebian and MGMIC, we became aware of the Property, which was then (indirectly through 254) wholly owned by Payam Katebian.

254, the Owner of the Property

8. At the material time, 2546456 Ontario Inc. was the registered owner of the Property. Attached as **Exhibit A** is a true copy of the Parcel Abstract indicating the same.

9. When 254 purchased the Property, in March 2017, Payam Katebian was the sole shareholder of 254, and the sole director. Attached as **Exhibit B** is a corporate profile report indicating that Payam was the sole director of 254 at that time.

10. At the material time, Payam Katebian was also a director of the MGMIC. Attached as **Exhibit C** is a corporate profile report indicating the same.

11. On or about May 16, 2017, Payam who was at the time the sole shareholder of 254, sold 50% of the shares he owned in 254 to the Plaintiff, 249. Attached as **Exhibit D** is a copy of the Share Purchase Agreement entered into between Payam Katebian and 2496050 Ontario Corp. setting out the details of the purchase and sale of 50% of the shares in 254 by Payam to the Plaintiff.

12. Attached as **Exhibit E** is a copy of the share certificate evidencing that 249 owns fifty (out of one hundred) common shares, which is executed by Payam in respect of same.

13. In order to ensure that 254 could not encumber its assets without the consent of its shareholder 249, I and Payam agreed that 254 would pass a Special Resolution preventing 254 from engaging in any loan transactions. I specifically requested that the Special Resolution be passed, as I wanted to protect 249's investment in 254.

14. Pursuant to a Unanimous Shareholders Special Resolution (the "Special Resolution"), dated May 15, 2017, which was signed by Payam Katebian, 25446456 Ontario Inc. resolved as follows:

> ONLY upon the consent of the Voting Common shareholders by resolution passed by a majority of such shareholders as a meeting of such shareholders entitled to vote thereat, or by consent in writing of all such shareholders entitled to vote, may the Corporation be permitted to: ***borrow any sums of money***; sign, execute and endorse documents as may be required to evidence such indebtedness; discount or rediscount any bills receivable

owned by the Corporation; apply for and obtain letters of credit, and execute agreements related thereto; ***pledge and/or mortgage any moneys, bonds, stocks, shares, receivables, real estate and/or other property of the Corporation***; secure the payment of any indebtedness, liability, or obligation of the Corporation whether now due or to become due and whether existing or hereafter incurred; withdraw and/or substitute any property held at any time as collateral; sign and execute trust receipts for the withdrawal of same when required; and generally do and perform and all acts and/or sign any and all agreements, obligations, pledges, and/or other instruments necessary, required and/or needed by the Corporation in any manner thereto. [Emphasis added]

15. Attached as **Exhibit F** is a copy of the Special Resolution executed by Payam.

The MGMIC Mortgage Loan To 254 Was Done Without The Authority Of 249

16. 249 never approved, or allowed, 254 to engage in any loan transactions with MGMIC, nor executed any documents permitting 254 to borrow any funds from any party.

The Mortgage Scheme- Without authorization Payam Extracts Value From 254

17. Notwithstanding:

a. that the Special Resolution prohibited 254 from borrowing funds or using the Property as security, and

b. Payam's and MGMIC's actual knowledge that 254 did not have the corporate authority to borrow any funds without the approval of 249, and

c. that Payam and MGMIC each knew that 249 did not approve the Mortgage Loan from MGMIC to 254,

Payam and MGMIC devised a scheme under which:

a. MGMIC would advance funds to 254 in exchange for a mortgage on the Property (the "Mortgage Funds"), and

b. 254 would redirect the Mortgage Funds to a corporation controlled by Payam, or at his direction, for his own benefit and to the detriment of 254 and 249.

18. As of the date of affirming this affidavit, I do not know where the Mortgage Funds were directed.

19. The Mortgage Scheme allowed Payam to extract equity from the Property at the expense of 249, which owned 50% of the shares of 254, but which received no benefit from the mortgage registered against the Property.

Payam Switches The Director Of 254 To Conceal His Role In 254 From Scrutiny Of OSC Over MGMIC

20. Given that at the material time MGMIC was under OSC scrutiny, as set out below, and Payam was both a director of 254 and MGMIC, Payam wanted to attempt to conceal his involvement with 254 from being obvious to the OSC if they were to review the MGMIC paperwork related to the Mortgage Loan.

21. As step 1 in the scheme, Payam resigned as director of 254 and inserted Rouzbeh Behrouz, himself a mortgage broker with MGMIC, as the director of 254 to conceal his ("Payam's") role in the scheme set out below. Attached as **Exhibit G** is copy of the Corporate Profile Report and the Notice of Change by an Ontario Corporation Form 1 showing that at the time of the Mortgage Loan, Rouzbeh Behrouz was the director of 254.

22. Notwithstanding:

a. the restrictive by-law enacted by the Special Resolution restricting the ability of 254 to engage in any loan transactions;

b. that MGMIC was prohibited by its own by-laws from lending to a corporation related to Payam; and

c. unbeknownst to 249,

MGMIC and Behrouz, acting as director of 254, approved a loan from MGMIC to 254 in the amount of $611,000 (the "Moneygate Mortgage Loan Commitment" and the "Moneygate Mortgage Loan").

23. It appears to me that at the time of the Moneygate Mortgage Loan Commitment, Behrouz and MGMIC intended that 254 would borrow the Moneygate Mortgage Loan funds, secure the Moneygate Mortgage Loan against the Property, and use the Moneygate Mortgage Loan funds for the purposes of Payam only, to the detriment of 249 and 254. Given that 249 had not approved the Mortgage Loan, it is implausible to believe that Behrouz could have thought that any of the funds would be directed to 249, nor were they.

Closing of Moneygate Mortgage Loan Transaction

24. On or about June 5, 2017, MGMIC and 254 entered into the Moneygate Mortgage Loan, and Moneygate advanced $611,000 to 254 secured by the Property.

25. The Moneygate Mortgage was registered against the Property with instrument number AT4588484. Attached as **Exhibit H** is a parcel abstract demonstrating the above.

The Mortgage Funds Were Redirected

26. As far as I am aware, Behrouz, acting in his capacity as a director of 254, re-directed the Mortgage Funds away from 254, as per Payam's direction, and against the interest of 254 and 249, notwithstanding that:

i. MGMIC was prohibited by its by-laws from making the Moneygate Mortgage Loan;

ii. 254 was prohibited from borrowing the Moneygate Mortgage Loan pursuant to the Special Resolution;

iii. using the proceeds of the Moneygate Mortgage Loan for the purposes of Payam only was oppressive to 249; and

iv. Re-directing the funds away from 254 was not in the interest of 254.

The Loan Was Ultra Vires 254's and Behrouz's Authority

27. Given the Special Resolution prohibiting all borrowings by 254 without the consent of all shareholders, Behrouz and 254 did not have authority to enter into the Moneygate Mortgage Loan.

28. Moneygate, Behrouz, and Payam each had actual knowledge that the Moneygate Mortgage Loan was *ultra vires* the authority of 254, *ultra vires* the authority of Behrouz and oppressive to 249.

29. Given that 254, Behrouz and Moneygate had actual knowledge that the loan was *ultra vires* 254, and Behrouz had no authority to act on the mortgage, the mortgage registered against the Property is invalid.

Payam Katebian's Involvement With OSC

30. In or around April 2016, the Ontario Securities Commission issued a statement of allegations ("Statement of Allegations") against MGMIC, Payam, and his father, Ben Katebian.

31. The Statement of Allegations alleged *inter alia* that Payam and Ben Katebian entered into a series of mortgage loans, which did not comply with its applicable Offering Memorandum and alleged that Ben and Payam entered into loans where they had conflicts of interest. Attached as **Exhibit I** is a copy of the Statement of Allegations issued on December 19, 2017.

32. Recently, the OSC updated its statement of allegations to include more instances of Payam and Ben acting in conflicts of interest as directors of MGMIC, including even more serious allegations akin to fraud. Attached as **Exhibit J** is a copy of the Amended Statement of Allegations issued on October 31, 2018 (the "2018 SOA").

33. The OSC proceeding in respect of the allegations in the 2018 SOA commenced in January 2019 and is underway as of the date of this affidavit. Thus far, the OSC has led approximately 7 days of evidence against Payam and Ben Katebian.

34. It appears that the OSC considered the allegations in the 2018 SOA as so serious that they were not content to wait until the result of the OSC proceedings.

35. As a result, in November 2018, based on the allegations in the 2018 SOA, the OSC brought an application before the Ontario Superior Court of Justice to remove Ben and Payam as directors of MGMIC and to appoint Grant Thornton Limited as Receiver over its assets, undertakings and properties.

36. Attached as **Exhibit K** is a copy of the Notice of Application in respect of the above. Attached as **Exhibit L** is a copy of the affidavit of Louisa Fiorini in support of the OSC's Receivership Application.

37. Ben and Payam did not contest the appointment of Grant Thornton as Receiver over MGMIC. Attached as **Exhibit M** is a copy of Order of Hainey J., appointing Grant Thornton ("Moneygate Receiver") as Receiver over the assets, undertakings and Properties of MGMIC.

Test For Injunction

Prima Facie Claim

38. Given Payam's conduct, set out above, the Plaintiff has a *prima facie* claim that the Mortgage in invalid.

Other Relevant Facts- Receivership of 254- the Property

39. The Property has also been placed into receivership. Prior to MGMIC itself being placed into receivership, MGMIC brought an application ("the Property Receivership Application") to have the Property taken over by Ira Smith Receiver Inc. (the "Property

Receiver"). The Property Receivership Application was granted by Dunphy J. on July 30, 2018. The Property Receivership Order is attached as **Exhibit N**.

40. The Property Receiver has obtained an Order authorizing the sale of the Property for $2.35MM (the "Property Sale Approval Order").

41. When the Property is sold, the Receiver will distribute funds allocable to the Moneygate Mortgage Loan to the Moneygate Receiver ("Mortgage Loan Proceeds."). Attached as **Exhibit O** is the order of McEwen J, authorizing the sale of the Property, and payment of approximately $396,000 of the Mortgage Loan Proceeds to the Moneygate Receiver.

Irreparable Harm

42. Given that Grant Thornton may seek to wind up MGMIC prior to the resolution of the Plaintiff's claim, the Plaintiff requires an injunction to prevent the funds allocable to the MGMIC Mortgage Loan being dissipated by the Property Receiver in expenses, and/or dissipated by distribution to MGMIC shareholders in the form of dividends.

43. If Grant Thornton is allowed to distribute the Mortgage Loan proceeds to MGMIC's shareholders prior to the resolution of the Plaintiff's claim, the Plaintiff will suffer irreparable harm, in the event that the Plaintiff's claim is ultimately successful.

44. Damages will not be a sufficient remedy, as there will be nothing to collect from if MGMIC is wound up and its assets are distributed to the shareholders of MGMIC.

Balance of Convenience

45. There is no urgency or other reason that would require Grant Thornton to utilize the Mortgage Loan Proceeds prior to the resolution of the Plaintiff's claim.

46. Given that if the Injunction is not granted, and Grant Thornton distributes the Mortgage Loan Proceeds to MGMIC investors, the Plaintiff will suffer irreparable harm, the balance of convenience favours granting the injunction sought.

Undertaking For Damages

47. The Plaintiff undertakes to pay any damages that are later awarded in the event the court later orders that the injunction should not have been issued.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario This 5 day of February, 2019	))))))	
Commissioner for taking Affidavits 70143D		Jonathane Ricci

Appendix “P”

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "Agreement") made and entered into this 16th day of May, 2017 (the "Execution Date"),

BETWEEN:

Payam Katebian

(the "Seller")

OF THE FIRST PART

and

2496050 Ontario Corp, operating as A13MG

(the "Purchaser")

OF THE SECOND PART

BACKGROUND:

I. The Seller is the owner of record of 100 (one hundred) shares (the "Shares") of 2546456 Ontario Inc. (the "Corporation") that the Seller wishes to sell.

II. The Seller desires to sell 50 (fifty) of the Shares to the Purchaser and the Purchaser desires to purchase 50 (fifty) of the Shares from the Seller.

III. **Whereas** the total issued and outstanding voting common shares of 2546456 Ontario Inc. is one hundred (100) voting common shares (the "Shares"); and

IV. **Whereas** the parties hereto represent and warrant said Shares to be one hundred percent (100%) of the issued and outstanding shares of 2546456 Ontario Inc. as of May 16, 2017; and

V. **Whereas** said Shares are fully paid-up and non-assessable; and

VI. **Whereas** no agreement or option exists pursuant to which 2546456 Ontario Inc. is or may be obliged to issue further shares of its authorized capital;

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Purchase and Sale

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

2. The Seller agrees to sell and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the 50 (fifty) Shares for an aggregate purchase price of $375,000.00 (the "Purchase Price").

3. A fixed sum of $375,000.00 (three hundred seventy five thousand dollars) will be payable on closing of this Agreement.

4. All payments will be in the form of certified check, wire transfer, or bank draft of immediately available funds. In the case of a direct wire transfer the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.

Representations and Warranties of the Seller

5. The Seller warrants and represents to the Purchaser as follows:

   a. The Seller would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.

   b. Except as provided in the incorporating documents of the Corporation or as indicated on the face of the certificates for the Shares, the Purchaser would not be prevented or restricted in any way from re-selling the Shares in the future.

   c. The Seller is the owner in clear title of the Shares and the Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or adverse claim or other restriction that would prevent the transfer of clear title to the Purchaser.

   d. The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.

e. There is no legal action or suit pending against any party, to the knowledge of the Seller, that would materially affect this Agreement.

Representation and Warranties of the Purchaser

6. The Purchaser warrants and represents to the Seller as follows:

   a. The Purchaser would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.

   b. The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.

   c. There is no legal action or suit pending against any party, to the knowledge of the Purchaser, that would materially affect this Agreement.

Closing

7. The closing of the purchase and sale of the Shares (the "Closing" will take place on May 16, 2017 (the "Closing Date") at the offices of the Seller or at such other time and place as the Seller and the Purchaser mutually agree. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver to the Purchaser duly executed transfers of the Shares.

Expenses

8. All parties agree to pay all their own costs and expenses in connection with this Agreement.

Finder's Fees

9. No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

10. All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

Dividends

11. Any dividends earned by the Shares and payable before the Closing of this Agreement will belong to the Seller and any dividends earned by the Shares and payable after the Closing of this Agreement will be split with the Purchaser.

12. Any rights to vote attached to the Shares will belong to the Seller before the Closing and will be split with the Purchaser after the Closing.

Miscellaneous

13. Time is of the essence in this Agreement.

14. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

15. All warrants and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.

16. This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

17. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

18. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

19. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

20. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

21. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

22. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 16th day of May, 2017.

____

Payam Katebian ______________(Seller)

Jonathane Ricci

____

JonathaneRicci. ~~A13MG in Trust~~ ______________(Purchaser)

Appendix “Q”

UNANIMOUS SHAREHOLDERS

SPECIAL RESOLUTION

2546456 ONTARIO INC.

(the "Corporation")

TO: THE DIRECTORS and SHAREHOLDERS of the Corporation

WHEREAS Article 8 of the Articles of Incorporation of the Corporation currently states that "No shares of the Corporation shall be transferred without (a) the consent of the Directors of the Corporation expressed by a resolution passed by a majority of the Directors or by an instrument or instruments in writing signed by all of the Directors or (b) the consent of the Voting Common shareholders by resolution passed by a majority of such shareholders at a meeting of such shareholders entitled to vote thereat, or by consent in writing of all of such shareholders entitled to vote"; and

WHEREAS the sole voting shareholder of the Corporation desires to change the provisions of such Article 8, as well as change certain borrowing provisions if the by-laws and other articles of such Corporation, by passing this unanimous special resolution pursuant to the provisions of the Business Corporations Act (Ontario),

NOW, Be It Resolved THAT:

Article 8 shall now read as follows;

No shares of the Corporation shall be transferred without the consent of the Voting Common shareholders by resolution passed by a majority of such shareholders at a meeting of such shareholders entitled to vote thereat, or by consent in writing of all of such shareholders entitled to vote.

Be It Further Resolved THAT:

ONLY upon the consent of the Voting Common shareholders by resolution passed by a majority of such shareholders at a meeting of such shareholders entitled to vote thereat, or by consent in writing of all of such shareholders entitled to vote, may the Corporation be permitted to: borrow any sums of money; sign, execute, and endorse documents as may be required to evidence such indebtedness; discount or rediscount any bills receivable owned by the Corporation; apply for and obtain letters of credit, and execute agreements related thereto; pledge and/or mortgage any moneys, bonds, stocks, shares, receivables, real estate and/or other property of the Corporation; secure the payment of any indebtedness, liability, or obligation of the Corporation whether now due or to become due and whether existing or hereafter incurred; withdraw and/or substitute any property held at any time as collateral; sign and execute trust receipts for the withdrawal of same when required; and generally do and perform any and all acts and/or sign any and all agreements, obligations, pledges, and/or other instruments necessary, required and/or needed by the Corporation in any manner thereto.

THE UNDERSIGNED, being the sole common voting shareholder of the Corporation and being fully authorized by the Corporation hereto, hereby pass and ratify the foregoing resolution pursuant to the provisions of the Business Corporations Act (Ontario).

DATED and EFFECTIVE the 15th day of MAY, 2017

Payam Katebian

Appendix “R”

NO. 002 INCORPORATED UNDER THE LAWS OF THE PROVINCE OF ONTARIO **50 SHARES**

Subject to the Business Corporations Act (Ontario)

2546456 Ontario Inc.

This is to certify 2496050 Ontario Corp
is the registered holder of fifty
Common Shares in the capital of
2546456 Ontario Inc.

The class or series of shares represented by this Certificate has rights, priveleges, restrictions or conditions attached thereto and the Corporation will furnish to a shareholder, on demand and without charge, a full copy of the text of:
(i) the rigthts, priveleges, restrictions and conditions attached to the shares represented by this certificate and to each class authorized to be issued and to each series insofar as the same have been fixed by the directors; and
(ii) the authority of the directors to fix the rights, priveleges, restrictions and conditions of subsequent series, if applicable.

The Corporation has a lien on the shares represented by this certificate for the indebtedness of the shareholder to the Corporation.

The right of the shareholder to transfer the shares represented by this Certificate is subject to restrictions.
The transfer of shares represented by this certificate is subject to an agreement dated May 16th, 2017

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its duly authorized officers.
DATED this 16th day of May, 2017

President (Payam Katebian)

Secretary (Payam Katebian)

Appendix “S”

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2424884	CURAH CAPITAL CORPORATION	2014/07/02

Jurisdiction

ONTARIO

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

Registered Office Address

3230 YONGE STREET

Suite # 1012
TORONTO
ONTARIO
CANADA M4N 3P6

Mailing Address

REPORTED AS NOT APPLICABLE

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**
2424884	CURAH CAPITAL CORPORATION

Corporate Name History	**Effective Date**
CURAH CAPITAL CORPORATION	2014/07/02

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

Administrator: Name (Individual / Corporation)	**Address**
GLENN ESTRABILLO	3230 YONGE STREET **Suite #** 200 TORONTO ONTARIO CANADA M4N 3P6

Date Began	**First Director**	
2014/11/07	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	**Corporation Name**
2424884	CURAH CAPITAL CORPORATION

Administrator:
Name (Individual / Corporation)

DOMINIK

KAWA

Address

3230 YONGE STREET

Suite # 200
TORONTO
ONTARIO
CANADA M4N 3P6

Date Began	**First Director**	
2014/11/07	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2424884	CURAH CAPITAL CORPORATION

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2018/07/24 (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.

Appendix “T”

Sam P. Rappos

From: Payam Katebian <payam.ktb@moneygate.ca>
Sent: Tuesday, May 23, 2017 10:02 AM
To: James Destephanis; Jonathane Ricci
Cc: Ben Katebian; Glenn Estrabillo; Sai Mohammed
Subject: Re: Dovercourt
Attachments: special resolutions.pdf

Here you go.

Come by anytime to pick up the originals, they have been ready for a week.

Fred Yack from Yack and Associate's is the lender's lawyer.

On Tue, May 23, 2017 at 9:49 AM Jonathane Ricci <jr@jonathanericci.com> wrote:

> Hello Gentlemen:
>
> OK – Payam, please see attached – please provide this back to me.
>
> We will need to get the original documents some time today.
>
> Also, please provide details on the 2nd mortgage – who will be acting for this mortgage on both sides?
>
> Thanks and Best Regards,
>
> **JR**
>
> Things YOU Need To Know About JR….1) I take Fridays and Saturdays as weekend/family days, working Sunday through Thursday. 2) I request all business communications to go through EMAIL only to ensure a proper and full response. 3) One of my favorite quotes: "Whatever the great majority are doing, do the opposite. You will probably never make another mistake again." Earl Nightingale, *The Strangest Secret*, 1956.
>
> **From:** Payam Katebian [mailto:payam.ktb@moneygate.ca]
> **Sent:** Tuesday, May 23, 2017 9:37 AM
> **To:** James Destephanis

Cc: Ben Katebian; Glenn Estrabillo; Jonathane Ricci; Sai Mohammed
Subject: Re: Dovercourt

Confirmed.

On Tue, May 23, 2017 at 9:36 AM James Destephanis <james.destephanis@gmail.com> wrote:

Hey Payam, JR just waiting on your confirmation of the below.

J

Sent from my BlackBerry - the most secure mobile device - via the Rogers Network

---

From: james.destephanis@gmail.com

Sent: May 19, 2017 3:51 PM

To: payam.ktb@moneygate.ca

Cc: b.katebian@moneygate.ca; glenn@1plus12.com; jr@xjrservices.com; saiplus12@gmail.com

Subject: Re: Dovercourt

All – we will proceed with Dovercourt transaction – expected closing End of Business Tuesday May 23, on the following basis

Our capital in 375k

We immediately apply a second mortgage lets say the value is 700k

That 700k would pay the fees associated with the acquisition of the 2^{nd} mortgage.

Hold 6 months payments in reserve.

Provide back to 1plus – 375k

B&P have the balance

We liquidate the property payout the mortgages 1,450,000 first and 700,000 second for 2,150,000 and split whats left 50/50 between B&P and 1plus

Regarding Windsor transaction – we will provide 375k for that transaction 14 days after we receive the 375k back from the 2nd mortgage.

I think that's the whole enchilada… Payam?

J

From: Payam Katebian <payam.ktb@moneygate.ca>
Date: Thursday, May 18, 2017 at 5:06 PM
To: James DeStephanis <james.destephanis@gmail.com>
Cc: Ben Katebian <b.katebian@moneygate.ca>, Glenn Estrabillo <glenn@1plus12.com>, Jonathane Ricci <jr@xjrservices.com>, Sai Mohammed <saiplus12@gmail.com>
Subject: Re: Dovercourt

Glad you brought that up James.

The exact deal you are talking about is what was originally offered back in February before we even closed on the property. We were willing to go 50/50 from the start at 1.9M and we were told by your end that it is a done deal. However it seemed you wanted to wait and see if our investment panned out. Well it is now mid may and Ben and I closed on our own and were ready to flip to earn our 500-700K and walk away.

The reason we are willing to keep it and bring you in so to show your investors high returns on a **real** property they can brag about, at the expense of Ben and I foregoing a significant share of total profits for the betterment of us as a whole. If this is of no benefit to you guys anymore then no hard feelings but we do not accept your counter offer James. You are 4 months too late to request your numbers.

On Thu, May 18, 2017 at 4:30 PM, James DeStephanis <james.destephanis@gmail.com> wrote:

> Hi Payam – Thanks for the transparency on the Closing Costs/Fees etc…
>
> Re the Purchase Price:

I am advised that no purchase price was agreed upon. Just a 50/50 partnership… as such it is my opinion that 375 does not equal 175

However, that being said I have a way that I think will work to satisfy the difference in math if you would like…

We both come in at 275,000k for the 50/50

We split equally the value between 1.9MM & 2.5MM (which is what I can see based on appraisal – you are confident the value is higher of which I do not share the same sentiment)

So on the 2nd mortgage we split 50/50 the cash let say its 600k (300k each)

Then on the next 200k of value from 2.5MM-2.7MM – we get 40% you get 60%

Then on the next 300k of value from 2.7M-3M - we get 20% you get 80%

This way its 50/50 going in and based on the acquisition of a second mortgage we both have our principle out overnight and we acknowledge that you get the promote you are looking for based on the upside of what you think we could liquidate for which is nice a way for a partnership to work.

That's what I think for a true 50/50.

J

From: Payam Katebian <payam.ktb@moneygate.ca>
Date: Thursday, May 18, 2017 at 3:34 PM
To: Ben Katebian <b.katebian@moneygate.ca>, James DeStephanis <james.destephanis@gmail.com>
Cc: Glenn Estrabillo <glenn@1plus12.com>, Jonathane Ricci <jr@xjrservices.com>, Sai Mohammed <saiplus12@gmail.com>
Subject: Re: Dovercourt

Again as discussed and approved by JR, Glenn, Sai, value now is between 2.5M to 3M. We are willing to share these profits with you based on you coming in at a valuation of 2.2M which means that you've made anywhere from 40% to 93% ROI the **minute** this closes.

The fees were as follows:

$70K Land Transfer Tax. JR can inform you of the current rate or feel free to google it yourself.

Lender fee as the commitment you've received was $21,750

Remaining fees were appraisal (which you have) and legal fees for title transfer and registration of a private mortgage which needed 3 lawyers acting as Ben needed his own ILA in order for us to get approved. JR can also attest to pricing of legal fees for private mortgage financing for mortgages above $1M is higher than mortgages under $1M.

On Thu, May 18, 2017 at 3:15 PM, Payam Katebian <payam.ktb@moneygate.ca> wrote:

> You're coming in at 2.2M as per our countless conversations. Please speak to Sai and JR and Glenn so we don't have the same conversations over and over
>
> On Thu, May 18, 2017 at 2:00 PM James DeStephanis <james.destephanis@gmail.com> wrote:
>
>> Hi Ben & Payam – in conducting final review of this transaction with a view for getting this deal done – I have some additional questions.
>>
>> I note that the agreement is 50/50 partner.
>>
>> I note that your capital in is 450,000.00 (Purchase price 1.9MM – 1.45MM first mortgage)
>>
>> So on a 50/50 partner basis our half of the down payment would be 225,000.00
>>
>> I also note that you suggest having paid 100,000.00 for legals/closing costs etc. (please provide invoices for such as so that I can verify this is indeed what the closing costs are) of which half of that would be our expense (upon verification) at 50,000.00 – less half of our legal expenses to enter the transaction as 50/50 partners (if we were going to split legal costs as well)

For an aggregate amount of 275,000.00 (225,000.00 + 50,000.00) – that would be in my understanding a 50/50 split. (note this does not include any of our legal fees etc but lets go with 275,000.00 to make the point here)

I am failing to see how 375,000.00 is 50/50 partner as I am informed that the agreement was formed on the basis of the original purchase price of 1.9MM

As such that would mean that you are then paying 175,000 and we are paying 375,000.00 could someone please explain how 375,000 to 175,000 = 50/50

Shouldn't it be 275,000.00 each?

Thanks guys –

James

From: Payam Katebian <payam.ktb@moneygate.ca>
Date: Thursday, May 11, 2017 at 5:26 PM
To: Ben Katebian <b.katebian@moneygate.ca>, James DeStephanis <james.destephanis@gmail.com>
Subject: Fwd: Dovercourt

Here are the answers to item 1 of your email. Please ignore the last paragraph as we have agreeed to reduce your buy in from 525K to 375K.

---------- Forwarded message ---------
From: Payam Katebian <payam.ktb@moneygate.ca>
Date: Tue, May 2, 2017 at 11:34 AM
Subject: Fwd: Dovercourt
To: Glenn Estrabillo <glenn@1plus12.com>, Ben Katebian <b.katebian@moneygate.ca>

---------- Forwarded message ----------
From: **Payam Katebian** <payam.ktb@moneygate.ca>

Date: Mon, May 1, 2017 at 7:44 PM
Subject: Fwd: Dovercourt
To: Ben Katebian <b.katebian@moneygate.ca>

Here are the following documents:

- Articles of Incorp
- Form 1 - Appointing Rouzbeh and removing Payam
- 2017 Tax Bill
- 1st Mtg Commitment - $1,450,000
- APS
- Amendment to APS (changing number companies)
- Appraisal - $2,425,000

Based on comparables, a conservative market value estimate is $2.7M. Glenn and the guys can come in at the value at $2.2M as 50/50 partners of all growth above that number as long as they cover 50% of the original down payment.

So to buy in as a 50/50 joint partner, the numbers are as follows:

Half of the downpayment: $450,000 / 2 = $225,000

Plus $300,000 as the difference between $1.9M and $2.2M. Note that the closing costs were $100,000 at time of closing which makes our true purchase price 2M.

Total: $525,000

--

Thank you,

Payam Katebian

Money Gate Corp

Agent - M14000193

FSCO #12290 & #12451

Office: (416) 548-5959 ext. 104

Fax: (416) 913-0087

www.moneygate.ca

--

Thank you,

Payam Katebian
Money Gate Corp
Agent - M14000193
FSCO #12290 & #12451
Office: (416) 548-5959 ext. 104
Fax: (416) 913-0087
www.moneygate.ca

--

Thank you,

Payam Katebian

Money Gate Corp

Agent - M14000193

FSCO #12290 & #12451

Office: (416) 548-5959 ext. 104

Fax: (416) 913-0087

www.moneygate.ca

--

Thank you,

Payam Katebian
Money Gate Corp
Agent - M14000193
FSCO #12290 & #12451
Office: (416) 548-5959 ext. 104

Fax: (416) 913-0087
www.moneygate.ca

--

Thank you,

Payam Katebian
Money Gate Corp
Agent - M14000193
FSCO #12290 & #12451
Office: (416) 548-5959 ext. 104
Fax: (416) 913-0087
www.moneygate.ca

--

Thank you,

Payam Katebian

Money Gate Corp

Agent - M14000193

FSCO #12290 & #12451

Office: (416) 548-5959 ext. 104

Fax: (416) 913-0087

www.moneygate.ca

--

Thank you,

Payam Katebian

Money Gate Corp

Agent - M14000193

FSCO #12290 & #12451

Office: (416) 548-5959 ext. 104

Fax: (416) 913-0087

www.moneygate.ca

--

Thank you,

Payam Katebian
Money Gate Corp
Agent - M14000193
FSCO #12290 & #12451
Office: (416) 548-5959 ext. 104
Fax: (416) 913-0087
www.moneygate.ca

Appendix “U”

1PLUS12 is not licensed to conduct mortgage business in Ontario

April 5, 2019

The Financial Services Commission of Ontario (FSCO) is warning consumers that 1PLUS12 is not licensed to conduct mortgage brokering or administration business in Ontario.

According to its website, www.1plus12.com, 1PLUS12 is an International Investment Training Company that helps people become financially independent. At least one investor alleges that after securing funds to invest in a property, the company never registered the mortgage on title. The investor alleges mortgage fraud. 1PLUS12 is not licensed with FSCO.

In addition, the following individuals are not licensed to conduct mortgage business in Ontario:

- Glenn Estrabillo
- Arash Missaghi
- Dominic Kawa
- Sai Mohammed (a.k.a. Sai Moshin Jiwani Mohamed, a.k.a. Mo Jiwani,)
- James Destephanis
- Jonathane Ricci

Peel Regional Police have confirmed they will be investigating the matter.

Consumers should exercise caution if they are contacted by anyone claiming to represent 1PLUS12, or anyone using these names.

Consumers should be aware that all mortgage brokerages, brokers and agents in Ontario are required to disclose the material risks of any mortgage investment to investors in writing and in plain language. Potential investors should ensure they receive this disclosure and review it carefully. FSCO strongly encourages all potential investors, including consumers and retail investors, to seek independent financial and legal advice before investing.

It is important to note that if consumers invest in a mortgage through individuals or companies not licensed by FSCO, they are not protected under the Mortgage Brokerages, Lenders and Administrators Act and its regulations that govern Ontario's licensed brokerages, brokers and agents.

Consumers may check if a mortgage brokerage, broker or agent is licensed on FSCO's website.

Contact

For media inquiries (only), please contact:

Malon Edwards
Senior Communications Officer
Telephone: 416-590-7536
Toll free: 1-800-668-0128, ext. 7795
Fax: 416-590-7070
TTY Toll Free: 1-800-387-0584
Email: malon.edwards@fsco.gov.on.ca

Public inquiries:

1-800-668-0128
contactcentre@fsco.gov.on.ca

Additional Information

What to Do If You Think You are a Victim of a Scam or Fraud

Appendix “V”

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2369257	1 PLUS 12 CORPORATION	2013/04/16

Jurisdiction

ONTARIO

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

Registered Office Address

JONATHANE RICCI
3230 YONGE STREET

Suite # 200
TORONTO
ONTARIO
CANADA M4N 3P6

Mailing Address

JONATHANE RICCI
3230 YONGE STREET

Suite # 200
TORONTO
ONTARIO
CANADA M4N 3P6

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
2369257	1 PLUS 12 CORPORATION

Corporate Name History	Effective Date
1 PLUS 12 CORPORATION	2013/04/16

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:

Name (Individual / Corporation)	Address
GLENN ESTRABILLO	3230 YONGE STREET **Suite #** 200 TORONTO ONTARIO CANADA M4N 3P6

Date Began	First Director	
2013/04/16	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2369257	1 PLUS 12 CORPORATION

Administrator:
Name (Individual / Corporation)

GLENN

ESTRABILLO

Address

3230 YONGE STREET

Suite # 200
TORONTO
ONTARIO
CANADA M4N 3P6

Date Began	First Director	
2013/04/16	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF EXECUTIVE OFFICER	Y

Administrator:
Name (Individual / Corporation)

DOMINIC

KAWA

Address

3230 YONGE STREET

Suite # 200
TORONTO
ONTARIO
CANADA M4N 3P6

Date Began	First Director	
2013/04/16	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF OPERATING OFFICER	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2369257	1 PLUS 12 CORPORATION

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2013/05/09

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.

Appendix “W”

Payam Katebian <payam.ktb@moneygate.ca>

Dovercourt

James DeStephanis <james.destephanis@gmail.com> Thu, Jun 1, 2017 at 7:36 PM
To: Payam Katebian <payam.ktb@moneygate.ca>, Jonathane Ricci <jr@jonathanericci.com>
Cc: Ben Katebian <b.katebian@moneygate.ca>, Glenn Estrabillo <glenn@1plus12.com>, Sai Mohammed <saiplus12@gmail.com>

Hi Payam – Glenn told me about the appraisal coming in today.

I think what we need to do, is issue the 2nd mortgage, get us the 375 back and the liquidate the property – because the intent was a 700k mortgage intead of the extra 89k that would be from the 2nd there will be an extra 89k in cash once we liquidate that we can use to balance out the differential of the mortgage… in the meantime we really need that 375 back as we agreed upon - I think the market is going to turn in the other direction more rapidly than we think so lets see if we can get 2.5 for dovercourt – there will be 2.061M worth of debt which leaves 439k which will give us all some additional liquidity that we can use to further dig out of this conundrum. Can we get this strategy rolling please?
JD
[Quoted text hidden]

Payam Katebian <payam.ktb@moneygate.ca>

Dovercourt

Payam Katebian <payam.ktb@moneygate.ca> Thu, Jun 1, 2017 at 7:44 PM
To: James DeStephanis <james.destephanis@gmail.com>, Jonathane Ricci <jr@jonathanericci.com>
Cc: Ben Katebian <b.katebian@moneygate.ca>, Glenn Estrabillo <glenn@1plus12.com>, Sai Mohammed <saiplus12@gmail.com>

I'll get working on the 2nd

While I do that, Glenn and I spoke of a global meeting to happen as soon as possible to discuss future plans. Time is of the essence so please let me know the earliest everyone is available (once Sai returns)
[Quoted text hidden]

Appendix “X”

Sam P. Rappos

From: Payam Katebian <payam.ktb@moneygate.ca>
Sent: Thursday, January 17, 2019 7:15 PM
To: Adam Wygodny; Hess Segovia; Ranjan Das; Peter Smiley
Subject: Fwd: Dovercourt 3rd

This was us even trying to get a 3d mortgage. Here is JRs response.

Mind you they did not provide a single penny at anytime for any mortgage payments either 1st or 2nd or even maintenance/tax etc. That's why we put it in receivership through MGMIC.

---------- Forwarded message ---------
From: **Jonathane Ricci** <jr@xjrservices.com>
Date: Thu, Sep 7, 2017 at 1:43 PM
Subject: RE: Dovercourt 3rd
To: Payam Katebian <payam.ktb@moneygate.ca>, Ben Katebian <b.katebian@moneygate.ca>, Glenn Estrabillo <glenn@1plus12.com>, Sai Mohammed <saiplus12@gmail.com>, James Destephanis <james.destephanis@gmail.com>

I am back in the office on Monday – and will follow up on the numbered company incorporation for this…

Thanks and Best Regards,

JR

Things YOU Need To Know About JR….1) I take Fridays and Saturdays as weekend/family days, working Sunday through Thursday. 2) I request all business communications to go through EMAIL only to ensure a proper and full response. 3) One of my favorite quotes: "Whatever the great majority are doing, do the opposite. You will probably never make another mistake again." Earl Nightingale, *The Strangest Secret*, 1956.

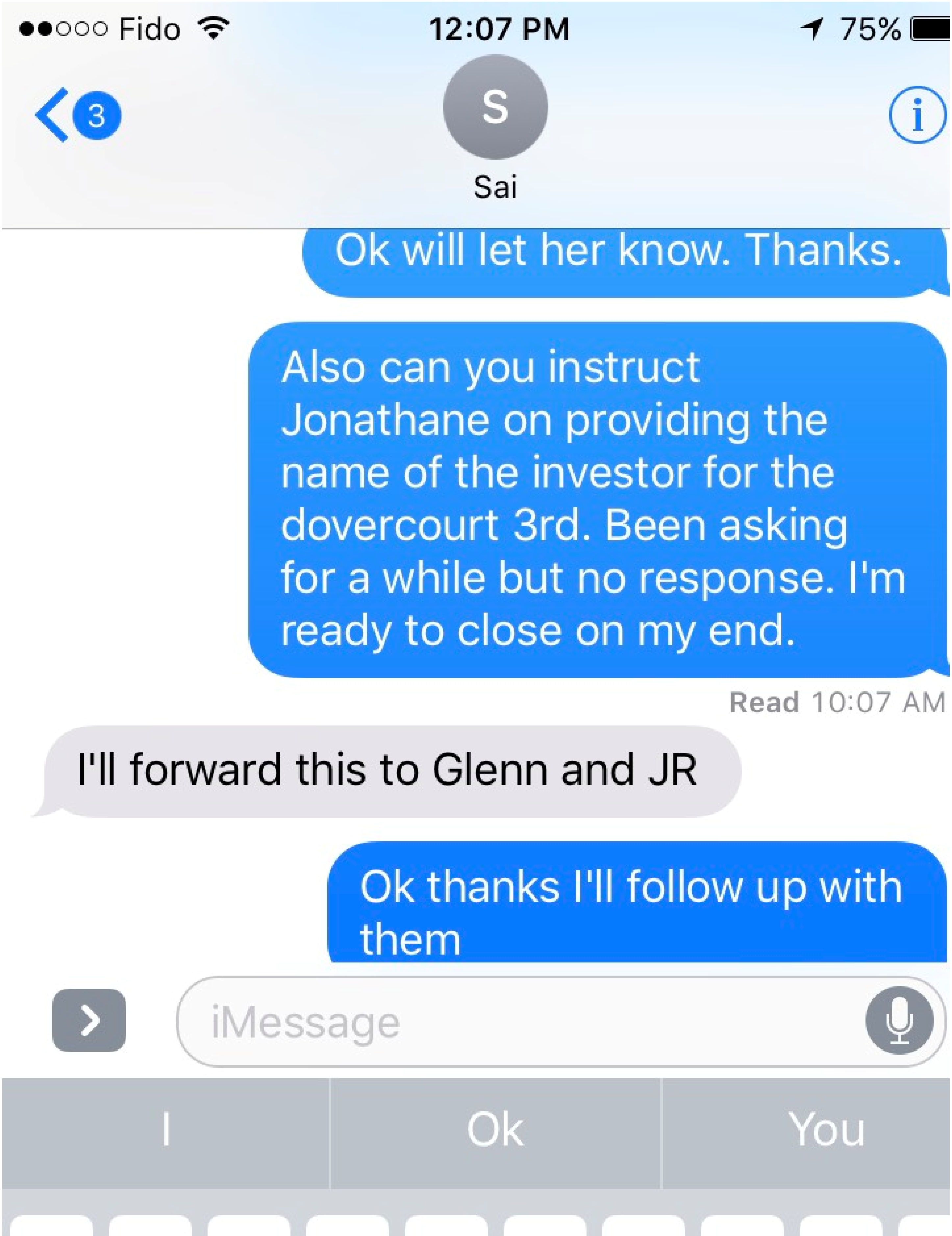
From: Payam Katebian [mailto:payam.ktb@moneygate.ca]
Sent: Thursday, September 07, 2017 1:38 PM
To: Ben Katebian; Glenn Estrabillo; Jonathane Ricci; Sai Mohammed; James Destephanis
Subject: Re: Dovercourt 3rd

Hello??

Is there truly a lender and $250K in funds ready to be secured as a mortgage on dovercourt?? What is going on? What is with the games? Can someone be in communication please?

On Wed, Sep 6, 2017 at 12:18 PM, Payam Katebian <payam.ktb@moneygate.ca> wrote:

Please see attached


●●○○○ Fido
12:07 PM
75%
3
S
Sai
Ok will let her know. Thanks.
Also can you instruct Jonathane on providing the name of the investor for the dovercourt 3rd. Been asking for a while but no response. I'm ready to close on my end.
Read 10:07 AM
I'll forward this to Glenn and JR
Ok thanks I'll follow up with them
iMessage
I
Ok
You

--

Thank you,

Payam Katebian
Money Gate Corp
Agent - M14000193
FSCO #12290 & #12451
Office: (416) 548-5959 ext. 104
Fax: (416) 913-0087
www.moneygate.ca

--

Thank you,

Payam Katebian

Money Gate Corp

Agent - M14000193

FSCO #12290 & #12451

Office: (416) 548-5959 ext. 104

Fax: (416) 913-0087

www.moneygate.ca

--
Thank you,

Payam Katebian
Money Gate Corp
Agent - M14000193
FSCO #12290 & #12451
Office: (416) 548-5959 ext. 104
Fax: (416) 913-0087
www.moneygate.ca

ONTARIO SECURITIES COMMISSION - and - **MONEY GATE MORTGAGE INVESTMENT CORPORATION**

Applicant Respondent

Court File No. CV-18-00608086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

MOTION RECORD
OF THE RECEIVER,
GRANT THORNTON LIMITED
(re distribution of Dovercourt Funds)
(returnable January 30, 2020)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (LSO #54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com

Sam Rappos (LSO #51399S)
Tel: (416) 218-1137
Fax: (416) 218-1837
Email: samr@chaitons.com

Lawyers for the Receiver,
Grant Thornton Limited