Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

GRANT THORNTON LIMITED, in its capacity as Court-appointed Receiver of MONEY GATE MORTGAGE INVESTMENT CORPORATION

Applicant

- and -

ATLAS CAPITAL CORPORATION (2013)

Respondent

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

APPLICATION RECORD

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

Lawyers for the Court-appointed Receiver, Grant Thornton Limited

SERVICE LIST
(MGMIC – Palace Pier Property)

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 **Saneea Tanvir** Tel: (416) 218-1128 Fax: (416) 218-1853 Email: stanvir@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
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
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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
B&M HANDELMAN INVESTMENTS LTD. 620 Wilson Avenue, Suite 150 Toronto, ON M3K 1Z3

BANK OF NOVA SCOTIA TRUST COMPANY in trust for KUSUM KANSAL (RSP# 494-02011-16) 130 King Street West, 20th Floor Toronto, ON M5X 1K1
BANK OF NOVA SCOTIA TRUST COMPANY in trust for KUSUM KANSAL (RSP# 494-02777-10) 130 King Street West, 20th Floor Toronto, ON M5X 1K1
BANK OF NOVA SCOTIA TRUST COMPANY in trust for SOHAN KANSAL (RSP# 494-02902-18) 130 King Street West, 20th Floor Toronto, ON M5X 1K1
INGRID MACKENZIE 1670 Bayview Avenue, Suite 400 Toronto, ON M4G 3C2

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Applicant

- and -

ATLAS CAPITAL CORPORATION (2013)

Respondent

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

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H Receivership Order of Justice Hainey dated November 6, 2018

I Affidavit of Louisa Fiorini sworn November 2, 2018, without exhibits

J Commitment Letter dated August 12, 2015

K Statement of Claim issued September 29, 2017

L Statement of Defence

M Email correspondence dated July 16, 2019 re: Demand for Particulars

N Registered First Mortgage

O Email correspondence dated May 8, 2019

P Email correspondence dated May 15, 2019

Q Email correspondence dated May 30, 2019 and June 6, 2019

R Demand Letter to Atlas Corporation, dated August 20, 2019

3. Draft Order Appointing Receiver

4. Blackline of Model Order Appointing Receiver

TAB 1

Court File No. CV-19-00628183-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

GRANT THORNTON LIMITED, in its capacity as Court-appointed Receiver of MONEY GATE MORTGAGE INVESTMENT CORPORATION

Applicant

- and -

ATLAS CAPITAL CORPORATION (2013)

Respondent

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

NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing on a date to be scheduled at a 9:30 chambers appointment, before a judge presiding over the Commercial List at 330 University Avenue, 8th Floor, Toronto, Ontario M5G 1R7.

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

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

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

Date SEP 2 7 2019 Issued by ACardoso

Local Registrar
Alexandra Medeiros Cardoso
Registrar, Superior Court of Justice

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

APPLICATION

1. The Applicant, Grant Thornton Limited ("**GTL**"), in its capacity as Court-appointed receiver ("**MGMIC Receiver**") of Money Gate Mortgage Investment Corporation ("**MGMIC**"), makes an application for:

   (a) an order, substantially in the form of order included at Tab 3 of MGMIC Receiver's Application Record, appointing GTL as receiver of the real property owned by the Respondent, Atlas Capital Corporation (2013) (the "**Atlas**"), and municipally known as 2045 Lake Shore Boulevard West, Unit 3103, Toronto, Ontario (the "**Palace Pier Property**"), pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3 (the "***BIA***"), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the "***CJA***"); and

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

2. The grounds for the application are:

   (a) MGMIC is the holder of the following mortgages registered against title to the Palace Piers Property:

      (i) a first ranking mortgage in the principal amount of 725,000 (the "**First Mortgage**"); and

      (ii) a second ranking mortgage in the principal amount of $665,000 (the "**Second Mortgage**").

   (b) MGMIC commenced an enforcement proceeding with respect of the Second Mortgage in October 2017. Atlas defended the proceeding and disputes the validity of the Second Mortgage. The validity of the First Mortgage has not been disputed by Atlas.

   (c) Atlas has not made any interest payments under the First Mortgage since October 18, 2018. The First Mortgage matured on August 1, 2019.

(d) On August 20, 2019, the MGMIC Receiver served Atlas with a final demand letter for amounts owing under the First Mortgage.

(e) Despite the demand, all of the amounts owing under the First Mortgage remain outstanding. As at the date of this Notice of Application, Atlas's indebtedness to MGMIC under the First Mortgage is approximately $828,000 for principal, interest and costs.

(f) The Debtor has been provided with ample time to obtain alternative financing to pay the First Mortgage in full.

(g) It is just and convenient in the circumstances to have a receiver appointed over the Lakeshore Property to take control of and realize on the property in a manner that is open and transparent under the supervision of the Court for the benefit of all of the Atlas' stakeholders, including MGMIC's investors.

(h) The MGMIC Receiver proposes that GTL be appointed as Receiver over the Palace Pier Property. GTL has become familiar with the Palace Pier Property and the parties involved in its mandate as MGMIC Receiver. The appointment of a third party to act as receiver of the Palace Pier Property would add significant unnecessary layers of professional fees which would be borne by MGMIC's investors who are largely the parties with an economic interest in this property.

Statutory and Other Grounds

(i) Section 243 of the *BIA* and Section 101 of the *CJA*.

(j) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*.

(k) Such further and other grounds as the lawyers may advise.

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

(a) Affidavit of Jonathan Krieger sworn September 24, 2019;

(b) the consent of GTL to act as receiver; and

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

September 27, 2019

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

Maya Poliak (LSO No. 54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com

Lawyers for the Applicant

GRANT THORNTON LIMITED *et al* -and- ATLAS CAPITAL CORP.

Applicant Respondent

Court File No. CV-19-00628183-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

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

Maya Poliak (LSO No. 54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com

Lawyers for the Applicant

TAB 2

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

GRANT THORNTON LIMITED, in its capacity as Court-appointed Receiver of MONEY GATE MORTGAGE INVESTMENT CORPORATION

Applicant

- and -

ATLAS CAPITAL CORPORATION (2013)

Respondent

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

AFFIDAVIT OF JONATHAN KRIEGER

I, **JONATHAN KRIEGER**, of the City of Toronto, Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

OVERVIEW

1. I am a Senior Vice President of Grant Thornton Limited ("**GTL**") and am the senior person at GTL with carriage of the receivership proceeding of Money Gate Mortgage Investment Company ("**MGMIC**") with GTL. As such, I have knowledge of the matters to which I hereinafter depose. The facts set forth herein are within my personal knowledge, determined from the face of the documents attached as exhibits hereto or from information and advice provided to me by third parties. Where I have relied upon such information and advice, I verily believe same to be true.

2. This Affidavit is sworn in support of an application by GTL in its capacity as the Court-appointed receiver of MGMIC ("**MGMIC Receiver**") for an order appointing it as receiver over the property

municipally known as Unit 3103, 2045 Lake Shore Boulevard West, Toronto, Ontario (the "**Palace Pier Property**"). MGMIC holds a first and second mortgage registered against the Palace Pier Property.

THE PARTIES

3. MGMIC is an Ontario corporation that 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. As at the date of this affidavit, MGMIC's mortgage portfolio involves eight mortgages registered against seven properties located in the Province of Ontario, including the mortgages registered against the Palace Pier Property. Attached hereto as **Exhibit "A"** is a copy of MGMIC's corporate profile.

4. Atlas Capital Corporation (2013) ("**Atlas**") is an Ontario corporation that is the registered owner of the Palace Pier Property. Jonathane Ricci ("**Ricci**") is the sole director and officer of Atlas. Attached hereto as **Exhibit "B"** is a copy of the corporate profile search for Atlas.

5. The Palace Pier Property is a residential condominium located in Toronto, Ontario. It was purchased by Atlas on February 10, 2014. A parcel search of the Palace Pier Property discloses that Atlas is still the registered owner. Attached hereto as **Exhibit "C"** is a copy of the Parcel Register for the Palace Pier Property.

6. On September 29, 2017, MGMIC commenced a proceeding to enforce its second mortgage against the Palace Pier Property (the "**Second Mortgage Proceeding**"). I have reviewed the following materials filed in the Second Mortgage Proceeding (as defined below), the relevant excerpts of which are attached hereto:

> **Exhibit "D"** – Excerpts from the Transcript of Payam Katebian ("**Payam**") dated April 25, 2019
>
> **Exhibit "E"** - Affidavit of Morteza Katebian sworn April 30, 2018, without exhibits

Exhibit "F" – Excerpts from the Transcript of Jonathane Ricci from September 5, 2018; and

Exhibit "G" - Affidavit of Jonathane Ricci, sworn March 26, 2018, without exhibits.

7. Based on my review of the above referenced documents, I understand that:

   a. the Palace Pier Property is occupied by Sai Mohammad,[1] whose real name is Mohamed Mohsin Jiwani ("**Sai**");[2]

   b. Ricci acted as legal counsel for Sai and his related companies, as well as MGMIC on certain transactions;[3]

   c. Ricci, Sai and MGMIC all carried on business at the same premises, 25 Mallard Road, Toronto, Ontario and were also business partners on a number of transactions.[4]

8. GTL was appointed as the MGMIC Receiver pursuant to an order of this Court dated November 6, 2018 (the "**Receivership Order**"), on an application by the Ontario Securities Commission under section 129 of the *Securities Act* (Ontario). Attached hereto as **Exhibit "H"** is a copy of the Receivership Order.

9. The facts and circumstances leading to the appointment of the MGMIC Receiver are set out in the Affidavit of Louisa Fiorini sworn November 2, 2018 (the "**Fiorini Affidavit**") filed in support of OSC's receivership proceeding. Attached hereto as **Exhibit "I"** is a copy of the Fiorini Affidavit without exhibits.

10. Pursuant to paragraphs 3(f) and 3(i) of the Receivership Order, the MGMIC Receiver was authorized and directed to: (i) receive and collect all monies owed to MGMIC; (ii) exercise all remedies MGMIC had in collecting such monies, including enforcing the security and charges held by MGMIC; and (iii) initiate any proceeding with respect to the mortgages held by MGMIC.

---

[1] Paragraphs 272-274, Transcript of Payam Katebian dated April 25, 2019.
[2] Paragraph 4, Affidavit of Morteza Katebian sworn April 30, 2018.
[3] Paragraphs 216-223, 242-248, 269-272, supra note 1.
[4] Paragraphs 102-118, Transcript of Jonathane Ricci sworn September 5, 2018; Paragraph 2, Affidavit of Jonathane Ricci sworn March 26, 2018.

THE SECOND MORTGAGE PROCEEDING

11. Pursuant to a commitment letter dated August 12, 2015 (the "**Commitment Letter**"), MGMIC made a loan to Atlas in the principal amount of $665,000 (the "**Loan**") which was secured by a second mortgage registered against the Palace Pier Property in the principal amount of $665,000 (the "**Second Mortgage**"). Attached hereto collectively as **Exhibit "J"** are copies of the Commitment Letter and the Second Mortgage.

12. The original term of the Second Mortgage expired on February 20, 2016 but was extended on a month to month basis if interest payments were made each month. All payments were made under the Second Mortgage from September 2016 until December 2016, after which the mortgage went into default. A Notice of Sale was served on October 13, 2017 claiming the amount of $779,122.70 owing under the Second Mortgage.

13. On September 29, 2017, MGMIC commenced the Second Mortgage Proceeding and brought a motion for summary judgment (the "**Second Mortgage Motion**") in that proceeding, which has been adjourned several times. The Second Mortgage Proceeding was defended by Atlas. Attached hereto as **Exhibit "K"** and **Exhibit "L"** are copies of the Statement of Claim and the Statement of Defence, respectively.

14. I am advised by Maya Poliak from Chaitons LLP, counsel to the Receiver ("**Chaitons**"), that counsel for Atlas has advised that they are seeking to amend their Statement of Defence.

15. The Second Mortgage Motion is scheduled to be heard on November 1, 2019.

LEASE TO SAI

16. On July 10, 2018, a Notice of Lease was registered on title to the Palace Pier Property granted by Atlas to Sai (the "**Tenant**") in connection with an occupancy agreement that commenced June 28, 2014 and is set to expire September 21, 2042. Due to the established relationship between MGMIC, Ricci and Sai, I believe this is a related party lease.

17. The MGMIC Receiver served counsel for Atlas with a Demand for Particulars on June 19, 2019. After receiving no response, the MGMIC Receiver followed up on July 16, 2019. The MGMIC Receiver has still not received a response to its demand. Attached hereto as **Exhibit "M"** are copies of the Demand for Particulars and related emails.

ASSIGNMENT OF FIRST MORTGAGE

18. On October 18, 2018, MGMIC took an assignment of a charge in the amount of $765,326.34 from B. & M. Handelman Investments Ltd., Ingrid Mackenzie and Ridgestar Developments Inc. (the "**Charge**"), which was implemented by way of a transfer registered on title to the Palace Pier Property (the "**First Mortgage**"). Attached hereto as **Exhibit "N"**, collectively, are copies of the registered First Mortgage, the standard charge terms and the applicable transfers. As a consequence of this assignment, MGMIC holds the first and second mortgages registered against the Palace Pier Property.

19. On May 8, 2019, Mrs. Poliak sent an email to counsel for Atlas, Eli Karp and Brian Shiller, stating that the MGMIC Receiver will agree to forbear its enforcement of the First Mortgage until the Second Mortgage Motion was finally adjudicated on the condition that Atlas pays to the MGMIC Receiver interest arrears on the First Mortgage together with late fees, and continues to make interest payments until the forbearance period is terminated. Attached hereto as **Exhibit "O"** is a copy of this email correspondence dated May 8, 2019.

20. On May 15, Mr. Karp responded and stated that his client agrees and would make the required payments on the First Mortgage going forward on the eighteenth of the month. Mr. Karp also provided that he would inform Chaitons when his client would be in a position to pay the outstanding arrears, which would be soon. Attached hereto as **Exhibit "P"** is a copy of this email correspondence dated May 15, 2019.

21. Mrs. Poliak reached out to counsel for Atlas on May 30 and June 6 and has received no response. Attached hereto as **Exhibit "Q"** is a copy of this email correspondence dated May 30 and June 6, 2019, respectively.

22. The Charge matured on August 1, 2018. On August 20, 2019, the MGMIC Receiver made a final demand, a copy of which is attached hereto as **Exhibit "R"**.

IT IS JUST AND CONVENIENT TO APPOINT A RECEIVER

23. The First Mortgage matured on August 1, 2019 and remains unpaid despite the demands for payments made by the MGMIC Receiver and Atlas's promises to make payments.

24. Under the First Mortgage and section 25 of the Standard Charge Terms 200033, the MGMIC Receiver has the right to immediately enforce its security, including the right to apply to the Court for the appointment of a receiver over the Palace Pier Property.

25. It is just and convenient in the circumstances to have a receiver appointed over the Palace Pier Property to take control of and market this property for sale, with or without the lease, in a manner that is open and transparent under the supervision of the Court for the benefit of all of Atlas's stakeholders, including MGMIC's investors.

26. The MGMIC Receiver proposes that GTL be appointed as Receiver over the Palace Pier Property. GTL has become familiar with the Palace Pier Property and the parties involved in its mandate as MGMIC Receiver. The appointment of a third party to act as receiver of the Palace Pier Property would add significant unnecessary layers of professional fees which would be borne by MGMIC's investors who are largely the parties with an economic interest in this property.

27. This affidavit is sworn in support of an Application by the MGMIC Receiver for the appointment of GTL as receiver of the Palace Pier Property.

SWORN BEFORE ME in the City of Toronto, in the Province of Ontario this 24th day of September, 2019)))))

Commissioner for Taking Affidavits, etc.

Jonathan Krieger

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Exhibit "**A**" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

CORPORATION PROFILE REPORT

Ontario Corp Number
2417420

Corporation Name
MONEY GATE MORTGAGE INVESTMENT CORPORATION

Incorporation Date
2014/05/05

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
ACTIVE

Former Jurisdiction
NOT APPLICABLE

Registered Office Address
122 KIRK DRIVE

THORNHILL
ONTARIO
CANADA L3T 3L4

Date Amalgamated
NOT APPLICABLE

Amalgamation Ind.
NOT APPLICABLE

New Amal. Number
NOT APPLICABLE

Notice Date
NOT APPLICABLE

Letter Date
NOT APPLICABLE

Mailing Address
122 KIRK DRIVE

THORNHILL
ONTARIO
CANADA L3T 3L4

Revival Date
NOT APPLICABLE

Continuation Date
NOT APPLICABLE

Transferred Out Date
NOT APPLICABLE

Cancel/Inactive Date
NOT APPLICABLE

EP Licence Eff.Date
NOT APPLICABLE

EP Licence Term.Date
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
2417420	MONEY GATE MORTGAGE INVESTMENT CORPORATION

Corporate Name History	Effective Date
MONEY GATE MORTGAGE INVESTMENT CORPORATION	2014/05/05

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

Administrator:
Name (Individual / Corporation)

PAYAM

KATEBIAN

Address

1 EMERALD LANE

Suite # 409
THORNHILL
ONTARIO
CANADA L4J 8N2

Date Began	First Director	
2014/05/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2417420	MONEY GATE MORTGAGE INVESTMENT CORPORATION

Administrator:
Name (Individual / Corporation)

PAYAM

KATEBIAN

Address

1 EMERALD LANE

Suite # 409
THORNHILL
ONTARIO
CANADA L4J 8N2

Date Began	First Director	
2014/05/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

Administrator:
Name (Individual / Corporation)

MORTEZA

KATEBIAN

Address

122 KIRK DR

MARKHAM
ONTARIO
CANADA L3T 3L4

Date Began	First Director	
2014/05/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2417420	MONEY GATE MORTGAGE INVESTMENT CORPORATION

Administrator:
Name (Individual / Corporation)

MORTEZA

KATEBIAN

Address

122 KIRK DR

MARKHAM
ONTARIO
CANADA L3T 3L4

Date Began	First Director	
2014/05/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

PAYAM

KATEBIAN

Address

1 EMERALD LANE

Suite # 409
THORNHILL
ONTARIO
CANADA L4J 8N2

Date Began	First Director	
2016/05/04	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2417420	MONEY GATE MORTGAGE INVESTMENT CORPORATION

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2016/09/08 (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.

Exhibit "**B**" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Request ID: 022962735
Transaction ID: 71466318
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/15
Time Report Produced: 11:53:01
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number
2396594

Corporation Name
ATLAS CAPITAL CORPORATION (2013)

Incorporation Date
2013/11/20

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
ACTIVE

Former Jurisdiction
NOT APPLICABLE

Registered Office Address

3230 YONGE STREET

Suite # 200
TORONTO
ONTARIO
CANADA M4N 3P6

Mailing Address
NOT AVAILABLE

Date Amalgamated
NOT APPLICABLE

Amalgamation Ind.
NOT APPLICABLE

New Amal. Number
NOT APPLICABLE

Notice Date
NOT APPLICABLE

Letter Date
NOT APPLICABLE

Revival Date
NOT APPLICABLE

Continuation Date
NOT APPLICABLE

Transferred Out Date
NOT APPLICABLE

Cancel/Inactive Date
NOT APPLICABLE

EP Licence Eff.Date
NOT APPLICABLE

EP Licence Term.Date
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
2396594	ATLAS CAPITAL CORPORATION (2013)

Corporate Name History	Effective Date
ATLAS CAPITAL CORPORATION (2013)	2013/11/20

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

JONATHANE

RICCI

Address

25 MALLARD ROAD

TORONTO
ONTARIO
CANADA M3B 1S4

Date Began	First Director	Resident Canadian
2015/02/01	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2396594	ATLAS CAPITAL CORPORATION (2013)

Administrator:
Name (Individual / Corporation)

JONATHANE

RICCI

Address

25 MALLARD ROAD

TORONTO
ONTARIO
CANADA M3B 1S4

Date Began	First Director	
2015/02/01	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

JONATHANE

RICCI

Address

25 MALLARD ROAD

TORONTO
ONTARIO
CANADA M3B 1S4

Date Began	First Director	
2015/02/01	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2396594	ATLAS CAPITAL CORPORATION (2013)

Administrator:
Name (Individual / Corporation)

JONATHANE

RICCI

Address

25 MALLARD ROAD

TORONTO
ONTARIO
CANADA M3B 1S4

Date Began	First Director	
2015/02/01	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

Administrator:
Name (Individual / Corporation)

JONATHANE

RICCI

Address

25 MALLARD ROAD

TORONTO
ONTARIO
CANADA M3B 1S4

Date Began	First Director	
2015/02/01	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	GENERAL MANAGER	Y

Request ID:	022962735	Province of Ontario	Date Report Produced:	2019/04/15
Transaction ID:	71466318	Ministry of Government Services	Time Report Produced:	11:53:01
Category ID:	UN/E		Page:	5

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2396594	ATLAS CAPITAL CORPORATION (2013)

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2017	1S	2018/05/09 (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.

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

Exhibit "**C**" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

2045 Lakeshore Blvd.
W., Unit 3103

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #66

11382-0412 (LT)

PREPARED FOR CCPellerin
ON 2018/10/30 AT 12:11:05

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

PROPERTY DESCRIPTION: UNIT 3, LEVEL 30, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807715; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1992/06/08

OWNERS' NAMES
ATLAS CAPITAL CORPORATION (2013)

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1992/06/08 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1992/06/08						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1992/02/23 **						
EB317609	1966/08/05	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF ETOBICOKE	C
EB346825	1968/08/02	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF ETOBICOKE THE BOARD OF EDUCATION FOR THE TOWNSHIP OF ETOBICOKE	C
EB423031	1973/09/11	AGREEMENT			THE CORPORATION OF THE BOROUGH OF ETOBICOKE	C
EB456802	1975/12/16	AGREEMENT			THE CORPORATION OF THE BOROUGH OF ETOBICOKE	C
EB467180	1976/09/10	AGREEMENT			BELL CANADA THE HYDRO ELECTRIC COMMISSION OF THE BOROUGE OF ETOBICOKE THE CORPORATION OF THE BOROUGH OF ETOBICOKE	C
REMARKS: COVENANTS						
EB467181	1976/09/10	AGREEMENT			THE CORPORATION OF THE BOROUGH OF ETOBICOKE	C
REMARKS: COVENANTS						
A676423	1978/03/02	NOTICE AGREEMENT			THE CORPORATION OF THE BOROUGH OF ETOBICOKE	C
B577469	1978/03/23	DECLARATION CONDO			280276 ONTARIO LIMITED	C
B579938	1978/04/17	BYLAW				C
REMARKS: NO. 1						
B579939	1978/04/17	BYLAW				C
REMARKS: NO. 2						

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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

11382-0412 (LT)

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ON 2018/10/30 AT 12:11:05

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
B579940	1978/04/17	BYLAW				C
REMARKS: NO. 3						
B579941	1978/04/17	BYLAW				C
REMARKS: NO. 4						
B579942	1978/04/17	BYLAW		YORK CONDOMINIUM CORPORATION NO. 382		C
REMARKS: BY-LAW NO. 5 REPEALED BY BY-LAW NO. 7 REGISTERD AS B932285						
B579943	1978/04/17	BYLAW				C
REMARKS: NO. 6						
66R10468	1978/09/26	PLAN REFERENCE				C
B807719	1983/12/30	APL (GENERAL)				C
REMARKS: AMENDING DECLARATION						
B862887	1985/06/11	NOTICE AGREEMENT		*** COMPLETELY DELETED ***	URSINI, THERESE PETRE	
B932825	1986/11/20	BYLAW				C
REMARKS: SPECIAL NO. 7						
B935920	1986/12/05	NOTICE AGREEMENT		YORK CONDOMINIUM CORPORATION NO.382	JAY-M HOLDINGS LIMITED	C
CORRECTIONS: 'PARTY: YORK CONDPOMINIUM CORPORATION NO.382' ADDED ON 1993/05/14 BY JOSEPHINE WELSH. 'PARTY' CHANGED FROM 'YORK CONDPOMINIUM CORPORATION NO 382' TO 'YORK CONDOMINIUM CORPORATION NO.382' ON 1993/05/14 BY JOSEPHINE WELSH.						
B965051	1987/05/01	TRANSFER		*** COMPLETELY DELETED ***	SMELA, JOAN	
B978115	1987/06/22	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
66R15053	1987/07/30	PLAN REFERENCE				C
D70727	1988/10/24	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
D77926	1988/11/22	BYLAW				C
REMARKS: NO. 8						
D97516	1989/03/02	BYLAW				C
REMARKS: NO. 9						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
D218643	1990/10/23	CHARGE		*** COMPLETELY DELETED ***	UBLANSKY, JEROME SAMUEL	
66R16275	1991/08/21	PLAN REFERENCE				C
66R16402	1992/03/19	PLAN REFERENCE				C
66R16589	1993/04/30	PLAN REFERENCE				C
REMARKS: LAYS OUT PT. COMMON ELEMENTS OF YORK CONDOMINIUM PLAN NO.382 AS PARTS 1 TO 13 (INCL.) THEREON.						
66D1015	1994/01/19	PLAN EXPROPRIATION			THE MUNICIPALITY OF METROPOLITAN TORONTO	C
REMARKS: PT. COMMON ELEMENTS OF YORK CONDO. PLAN NO.382, NOW DESIGNATED FOR FEESIMPLE AS PTS 3,4,6,9 & 10 ON EXPRO. PLAN 66D1015 & SUBJ.TO EASEMENT OVER PTS 3,4,6,9 & 10, PL.66D1015 & TOGETHER WITH TEMP. EASEMENT OVER PTS 1,2,5,7,8,11,12 & 13, PL.66D1015.NOW ENTRIED INTO PIN 11382-1210.						
D408765	1994/01/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: B578115						
D408766	1994/01/24	TRANS POWER SALE		*** COMPLETELY DELETED *** SMELA, JOAN	PAK, BENSON SAI HING	
REMARKS: B965051, D70727, D218643-DELETED						
D408767	1994/01/24	CHARGE		*** COMPLETELY DELETED *** PAK, BENSON SAI HING	ROYAL BANK OF CANADA	
D483990	1996/01/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: RE: D408767						
D483991	1996/01/05	TRANSFER		*** COMPLETELY DELETED *** PAK, BENSON SAI HING	861722 ONTARIO LIMITED	
D483992	1996/01/05	CHARGE		*** COMPLETELY DELETED *** 861722 ONTARIO LIMITED	PAK, BENSON SAI HING	
D554785	1997/06/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** PAK, BENSON SAI HING		
REMARKS: RE: D483992						
D554786	1997/06/02	TRANSFER		*** COMPLETELY DELETED *** 861722 ONTARIO LIMITED	PURSER, PHILLIP FRANCIS PURSER, EDRISE ANNA	

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Ontario ServiceOntario

LAND REGISTRY OFFICE #66

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D554787	1997/06/02	CHARGE		*** COMPLETELY DELETED *** PURSER, PHILLIP FRANCIS PURSER, EDRISE ANNA	BANK OF MONTREAL	
D589427	1998/01/22	APL (GENERAL)		*** COMPLETELY DELETED *** PURSER, PHILLIP FRANCIS PURSER, EDRISE ANNA		
REMARKS: DELETE B862887						
D589570	1998/01/23	TRANSFER		*** COMPLETELY DELETED *** PURSER, PHILLIP FRANCIS PURSER, EDRISE ANNA	SINCLAIR, LINDA	
D589571	1998/01/23	CHARGE		*** COMPLETELY DELETED *** SINCLAIR, LINDA	ROYAL BANK OF CANADA	
D589572	1998/01/23	CHARGE		*** COMPLETELY DELETED *** SINCLAIR, LINDA	ROYAL BANK OF CANADA	
D593787	1998/02/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: D554787						
D613786	1998/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: RE: D589572						
AT73212	2003/01/06	CONDO BYLAW/98		YORK CONDOMINIUM CORPORATION NO. 382		C
REMARKS: RE: BY-LAW NO. 10						
AT84322	2003/01/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: RE: D589571						
AT471482	2004/04/30	TRANSFER		*** COMPLETELY DELETED *** SINCLAIR, LINDA	WEBER, MICHAEL WEBER, EILEEN MARIE	
AT648505	2004/11/03	TRANSFER		*** COMPLETELY DELETED *** WEBER, EILEEN MARIE WEBER, MICHAEL	FAHIM, SAFWAT GUIRGUIS, MANAL	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT648506	2004/11/03	CHARGE		*** COMPLETELY DELETED *** FAHIM, SAFWAT GUIRGUIS, MANAL	CIBC MORTGAGES INC.	
AT732821	2005/02/16	CHARGE		*** COMPLETELY DELETED *** FAHIM, SAFWAT GUIRGUIS, MANAL	CANADIAN IMPERIAL BANK OF COMMERCE	
AT1266964	2006/09/28	CHARGE		*** COMPLETELY DELETED *** FAHIM, SAFWAT GUIRGUIS, MANAL	ROYAL BANK OF CANADA	
AT1282526	2006/10/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
REMARKS: RE: AT648506						
AT1300239	2006/11/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: AT732821						
AT1501820	2007/07/05	LR'S ORDER		LAND REGISTRAR		C
REMARKS: ENTER BY-LAW NO.5-B579942						
AT2280285	2010/01/15	CONDO BYLAW/98		YORK CONDOMINIUM CORPORATION NO. 382		C
REMARKS: BY-LAW NO.11						
AT3140189	2012/09/28	TRANSFER		*** COMPLETELY DELETED *** FAHIM, SAFWAT GUIRGUIS, MANAL	2339545 ONTARIO INC.	
AT3145694	2012/10/05	CHARGE		*** COMPLETELY DELETED *** 2339545 ONTARIO INC.	BAUER, LUCY MARGEL, HELEN MARGEL, HARRY	
AT3170479	2012/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: AT1266964.						
AT3339025	2013/06/28	CONDO LIEN/98		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
AT3391884	2013/08/28	DIS CONDO LIEN		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				YORK CONDOMINIUM CORPORATION NO. 382		
REMARKS: AT3339025.						
AT3398418	2013/09/04	CHARGE		*** COMPLETELY DELETED *** 2339545 ONTARIO INC.	KANSAL, VINAY THE BANK OF NOVA SCOTIA TRUST COMPANY	
AT3398419	2013/09/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2339545 ONTARIO INC.	KANSAL, VINAY THE BANK OF NOVA SCOTIA TRUST COMPANY	
REMARKS: AT3398418						
AT3517667	2014/02/10	TRANSFER	$2	2339545 ONTARIO INC.	ATLAS CAPITAL CORPORATION (2013)	C
AT3518441	2014/02/11	CONDO LIEN/98		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
AT3573350	2014/05/02	CAUTION-CHARGE		*** COMPLETELY DELETED *** KANSAL, VINAY		
REMARKS: AT3398418. DELETED AS AN EXPIRED INTEREST PURSUANT TO BULLETIN 89004 ON 2014/11/10 BY R. WARNER						
AT3648581	2014/07/31	DIS CONDO LIEN		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
REMARKS: AT3518441.						
AT3671582	2014/08/26	CONDO LIEN/98		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
AT3739463	2014/11/13	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BAUER, LUCY MARGEL, HELEN MARGEL, HARRY	2399021 ONTARIO INC.	
REMARKS: AT3145694.						
AT3851863	2015/04/08	DIS CONDO LIEN		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
REMARKS: AT3671582.						
AT3871818	2015/04/30	CONDO LIEN/98		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
AT3952191	2015/07/20	CHARGE	$725,000	ATLAS CAPITAL CORPORATION (2013)	B. & M. HANDELMAN INVESTMENTS LTD. MACKENZIE, INGRID	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					THE BANK OF NOVA SCOTIA TRUST COMPANY	
AT3952192	2015/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** KANSAL, VINAY THE BANK OF NOVA SCOTIA TRUST COMPANY		
REMARKS: AT3398418.						
AT3952193	2015/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2399021 ONTARIO INC.		
REMARKS: AT3145694.						
AT3964414	2015/07/31	DIS CONDO LIEN		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
REMARKS: AT3871818.						
AT3984341	2015/08/20	CHARGE	$665,000	ATLAS CAPITAL CORPORATION (2013)	MONEY GATE MORTGAGE INVESTMENT CORPORATION	C
AT4020753	2015/09/29	CONDO LIEN/98		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
AT4050719	2015/10/29	DIS CONDO LIEN		*** COMPLETELY DELETED *** YORK CONDOMINIUM CORPORATION NO. 382		
REMARKS: AT4020753.						
AT4556307	2017/05/04	TRANSFER OF CHARGE		THE BANK OF NOVA SCOTIA TRUST COMPANY	RIDGESTAR DEVELOPMENTS INC.	C
REMARKS: AT3952191.						
AT4905692	2018/07/10	NOTICE OF LEASE	$2	ATLAS CAPITAL CORPORATION (2013)	MOHAMMED, SAI	C
AT4984729	2018/10/18	TRANSFER OF CHARGE		B. & M. HANDELMAN INVESTMENTS LTD. MACKENZIE, INGRID RIDGESTAR DEVELOPMENTS INC.	MONEY GATE MORTGAGE INVESTMENT CORPORATION	
REMARKS: AT3952191.						

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Exhibit "**D**" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited,
Expires March 20, 2020.

Professional
Court Reporters Inc.

Court File No. CV-17-583592

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MONEY GATE MORTGAGE INVESTMENT CORPORATION,

PLAINTIFF,

AND

ATLAS CAPITAL CORPORATION (2013) and JONATHANE RICCI,

DEFENDANTS,

CORPORATE
NORTH YORK
802-4950 Yonge Street
North York, Ontario
M2N 6K1

TORONTO
401-1 University Avenue
Toronto, Ontario
M5J 2P1

MISSISSAUGA
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PCR@COURTREPORTERS.CA

CROSS-EXAMINATION OF
PAYAM KATEBIAN
ON HIS AFFIDAVITS SWORN JANUARY 4, 2018 AND APRIL 30, 2018

THURSDAY, APRIL 25, 2019
10:30 A.M.

APPEARANCES

ON BEHALF OF THE PLAINTIFF,
MONEY GATE MORTGAGE INVESTMENT CORPORATION:

ADAM J. WYGODNY, MR.
BYLD BARRISTERS
141 ADELAIDE STREET WEST, SUITE 400
TORONTO, ONTARIO M5H 3L5
TELEPHONE: 416.364.4900
FACSIMILE: 416.364.3865
EMAIL: AWYGODNY@BYLDLAW.COM

ON BEHALF OF THE DEFENDANTS,
ATLAS CAPITAL CORPORATION (2013) and JONATHANE RICCI:

BRIAN SHILLER, MR.
RUBY SHILLER ENENAJOR DIGUISEPPE BARRIERS
92 ISABELLA STREET
TORONTO, ONTARIO M4Y 1N4
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ON BEHALF OF THE RECEIVER,

MAYA POLIAK, MS.
CHAITONS LLP
5000 YONGE STREET, 10TH FLOOR
NORTH YORK, ONTARIO M2N 7E9
TELEPHONE: 416.222.8888
FACSIMILE: 416.217.1844
EMAIL: MAYA@CHAITONS.COM

207. Q. And then you will see that $265,137 was redirected to CIC. Do you know what CIC is?

A. CIC is an Arash Missaghi company. It's one of the defendants in Curah Capital's claim that we looked at.

MR. WYGODNY: I believe it's Canada Investment Corporation.

THE DEPONENT: Correct.

BY MR. SHILLER:

208. Q. And do you have any knowledge as to -- on whose authority those funds which were funds that were provided by Money Gate to be advanced to Mentis, why those funds were in fact directed to CIC?

A. I'm not privy to that information. That would be between Jonathane and Rasik.

209. Q. And what evidence do you have that Jonathane had anything to do with instructing on that?

A. I don't have evidence as such. I would rely back to Rasik Mehta's evidence. Again, it's not my or Money Gate's MIC's business what a borrower does with the funds once it's advanced and a mortgage is registered.

210. Q. Are you taking the position that the funds were advanced?

A. The funds were advanced, yes. These are ---

211. Q. And I'm talking about the second tranche of funds on September 25th, you're saying that they were advanced.

A. They were, yes, Money Gate MIC made a draft to Meridian Law in the amount of $320,000.

212. Q. Meridian Law being your lawyers?

A. Correct.

213. Q. And those funds were never advanced to Atlas's lawyers, Mentis?

A. Again, you'd have to speak to Jonathane and Rasik of what instructions were given after our advance of the mortgages.

214. Q. But on that transaction ---

A. M'hmm.

215. Q. --- Rasik was your lawyer.

A. Yes and then once our transaction finished, once we advanced the funds and the mortgage is registered, Rasik on a number of occasions acted for Jonathane Ricci when Jonathane was making investments with Arash Missaghi.

So monies going to Arash Missaghi from Jonathane and Rasik is after Money Gate MIC's advance and the mortgage transaction being complete.

216. Q. All right. So you can see according to what Mr. Mehta says that $265,137 was an internal transfer

received from 2045 Lakeshore and it's now internally transferred to somewhere within Rasik Mehta's trust ledger. Do you see that?

A. I actually see it as going to Jonathane Ricci's trust account is how I'm reading it. Because Xafira Law In Trust is Jonathane Ricci's company.

217. Q. Pardon? Say that again?

A. Xafira, X-A-F-I-R-A, Law In Trust is Jonathane Ricci's law company. I see here a bank draft of $342,133.32, going to Jonathane.

218. Q. Right. I get that.

A. Yes.

219. Q. I was first dealing with -- I was getting to that with you.

A. Oh, I'm sorry.

220. Q. I'm talking about above. Do you see the 265,137?

A. Yes.

221. Q. It's received on the Atlas transaction and there's some of internal transfer. Did you authorize that internal transfer?

A. No. Rasik Mehta at this stage was no longer acting for Money Gate MIC for this transaction. At this point, he would have been acting for Jonathane.

222. Q. And your evidence of that is what?

A. I don't understand the question. My evidence of Jonathane retaining Rasik's services?

223. Q. Yes.

A. If you would look at the same Curah Capital claim that we were speaking about, you'll see the connection between Xafira Law and Meridian Law and Jonathane Ricci and Rasik.

224. Q. I understand all that.

A. Yes.

225. Q. What is your evidence though that anybody authorized these funds to be transferred internally in Mr. Mehta's account?

A. I don't ---

226. Q. I don't believe he knew either way.

A. I don't have any evidence, because again, it has nothing to do with Money Gate MIC.

227. Q. Okay and so you can see that on October 19th, he transfers and you referred to it earlier, $342,133 in relation to 23 Thornridge. Do you see that?

A. I do see this, yes.

228. Q. Do you have any knowledge of 23 Thornridge?

A. I know 23 Thornridge, yes.

229. Q. Are you aware of what Xafira Law's relationship to that transaction was, if any?

A. Of course.

MR. WYGODNY: I believe, Mr. Shiller, that Mr. Alijanpour was in fact Mr. Missaghi's surety at one point.

MR. SHILLER: I don't need that information right now, but thank you.

BY MR. SHILLER:

242. Q. I'm showing you an e-mail with attachments dated October 16, 2015, so this transaction is three days later.

Can you just take a look through? It has a mortgage lender agreement attached to it and you'll see I have a Post-it note there, but you'll see why it lists Mr. Ricci as the lawyer and there may be some confusion here. It might be a different transaction. I just want you to review it and let me know.

A. What was the question?

243. Q. I want you to review the documentation ---

A. Oh.

244. Q. --- if you're familiar with it and don't need to, that's fine. Okay. So you've stopped looking at it. You're familiar with it?

A. I am.

245. Q. So are you saying that that's a different transaction than the one that's in the ledger?

A. Correct.

246. Q. Okay and so they happened very close in time to each other?

A. Correct. It was for a purchase. It was the purchase of this property of Mr. Alijanpour.

247. Q. So he purchased 23 Thornbridge.

A. Correct. I believe Xafira acted for -- on both ends if I'm not mistaken, for the purchaser and for us as the lender, but again, I have to double-check that.

248. Q. And so you're saying that this that's listed in the ledger of this payment from Mr. Mehta to Xafira Law In Trust of 342 was what?

A. I don't know, but it was not in relation to Money Gate MIC's mortgage.

249. Q. Do you know who owned 23 Thornridge?

A. Alijanpour.

250. Q. And did either of you or your father have an interest in that property?

A. No.

251. Q. So you can identify the documentation that's in here? You've seen it before?

A. Yes, it's a commitment letter issued from Money Gate.

MR. SHILLER: Okay. I'm going to

THE REPORTER: We're back on the record. Thank you.

MR. SHILLER: All right. I have no further questions for this witness.

MS. POLIAK: Can I ask him some direct questions? I'll be very brief.

THE REPORTER: Make sure you keep your voice up for me. Thanks.

CONTINUED EXAMINATION BY MS. POLIAK:

269. Q. Did Jonathane Ricci ever act as counsel for the MIC, for Money Gate MIC?

A. Yes.

270. Q. Did he act as counsel for the MIC on this transaction as well, the Atlas transaction?

A. No. He was the borrower for the Atlas transaction.

THE REPORTER: Sorry, you're going to speak this way.

THE DEPONENT: No. He was the borrower for the Atlas transaction.

BY MS. POLIAK:

271. Q. To your knowledge, do you know if he ever acted as counsel for Sai Mohamed and parties related to him?

MR. SHILLER: How is that relevant

to this proceeding?

MS. POLIAK: I think the relevance of this question is the fact that these were all parties that had entered relationships with each other and certain formalities and proprieties may have been dropped as a result of that.

MR. SHILLER: All right.

BY MS. POLIAK:

272. Q. So did Jonathane Ricci ever act as counsel for Sai Mohamed and companies to them to the best of your knowledge?

A. Yes. Sai actually also lives in this condo.

273. Q. Okay. Sai Mohamed lives at the condominium that is the subject matter of this action?

A. Correct.

274. Q. Okay and does he currently live there?

A. He does.

275. Q. When Jonathane Ricci acted as counsel for Money Gate, did he ever draft loan and security documents for Money Gate?

A. In terms of the registration on the -- on the ---

276. Q. On the commitment letters ---

A. Not for Money Gate. I would generally -- like I said, there was a template pretty much for our commitment letters and based, you know, once Money Gate went to green light or Bita would give a green light for our loan is when I would make those edits within -- it was a Word document, make those edits within that commitment letter.

So the short answer, no, he -- Jonathane wouldn't draft commitment letters for us.

277. Q. To the best of your knowledge, was Jonathane Ricci a shareholder of Atlas Capital Corporation (2013) of the borrower here?

A. Yes.

278. Q. He is. Okay. I have a couple of a follow-up questions on the 239 bank account. We previously discussed a company which goes by the name of 2399029 Ontario Inc. I understand you gave testimony that your father, Ben or Morteza Katebian is the sole shareholder of that company?

A. Correct.

279. Q. And you also gave evidence that Jonathane Ricci, both on this transaction and other transactions, would essentially use that numbered company as a clearinghouse?

A. Yes. Mortgage payments would go through that numbered company for all of the Ricci, Sai and Ara loans.

280. Q. And I believe you testified that it was only for those loans. No other loans went ---

A. Correct, correct. It was an agreement exclusively with 1PLUS12.

281. Q. And then 239 would ultimately transfer that money to Money Gate; is that correct?

A. Correct.

282. Q. How -- when the money was being deposited into 239's bank account, how was it identified which transaction the money was being deposited for?

A. I'd have to go back and check, but from my recollection, a lot of e-mail communications about dollar amounts of what is owed or arrears would be sent out within, say, to the group when we're trying to either Ben or myself or Bita were collecting. Let's say if it got into arrears, we say "X" amount is owed on these properties. Make a deposit.

283. Q. In connection with this particular transaction, the loan to Atlas Corp., when the deposits were being made into 239, did you receive -- do you have any e-mail correspondence for any of the parties indicating that deposits were going to be made and that these deposits were going to be as payments for the loan or the interest on the loan of Atlas Corp.?

A. I -- I wouldn't say exclusively Atlas, but there were e-mails being exchanged regarding total amounts that are owed from the various properties that the MIC loans were on. If -- again, I can go back and look to see if there's one that said exclusively just Atlas this much.

284. Q. I don't need something that's exclusively Atlas, but I would -- here's what I would like.

A. Yes.

285. Q. I would like you go and I'll ask your father the question, but I would like for you to go through all your records and e-mails and produce any correspondence between you and anyone really that referenced payments being made for either interest or principal in connection with the loan to Atlas Corp.

MR. SHILLER: And just to be clear, that's part of what we demanded you bring with you for the notice -- in the notice of examination and then documents were produced and none of those were produced.

MS. POLIAK: Okay.

BY MS. POLIAK:

286. Q. So do we have your undertaking for that?

A. Yes.

(WHEREUPON UNDERTAKING NO. 2: To review all records and e-mails and produce any correspondence between the deponent and anyone that referenced payments being made for either interest or principal in connection with the loan to Atlas Corp.)

BY MS. POLIAK:

287. Q. So once you produce bank accounts that showed that money was going into 239, and this is for the follow-up, how do you know that that money was for payment -- payments for Atlas Corp.?

A. They would deposit the monies when -- we had to press them a little bit once in a while -- so we'd say there's "X" amount that needs to be paid on such and such a date and then the ---

288. Q. And it would have been made -- those demands would be made or requests were made by e-mail?

A. There probably were a few e-mails, I'm sure. Again, we all did work in the same office.

289. Q. Okay.

A. But I'll look. I'm pretty sure -- I know from the top of my head that there were definitely e-mails when Jonathane Ricci wanted to take assignment of our mortgage, so all of those -- all of those can come in.

290. Q. I'm sorry. You said Jonathane Ricci wanted to take assignment of your mortgage against Atlas

Corp.?

A. The second mortgage, yes.

291. Q. Okay and ---

MR. SHILLER: You mean the first mortgage.

THE DEPONENT: The second mortgage.

BY MS. POLIAK:

292. Q. Can you -- do you have e-mails evidencing that as well?

A. Yes. Jonathane Ricci and Sai, Glenn Estrabillo, myself and this was what I was talking earlier about other affidavits. These were produced in another case we have with Kevin Estrabillo, which is Glenn's brother and it's -- the instructions from Sai with CC with Ricci and Glenn was that they want to take assignment of various mortgages.

293. Q. Okay.

A. All the ones that these properties, mortgage payments were going into, the request from Ricci and Sai and Glenn was for them to take assignments of these mortgages rather than to pay them off, because their investments who invested into the MIC were willing to take assignment of their mortgages. When I say they, I mean the 1PLUS12 group, in exchange for redemption of their shares and this was -- Atlas was one of those.

294. Q. Maybe we'll take -- maybe we'll make this undertaking a little bit broader and I'm sure that this -- it may be something that they've already requested as well, but could we get an undertaking for you to produce all -- maybe all e-mail correspondence or regular correspondence, documents that you have that were exchanged between yourself, Jonathane Ricci and any other member of the Atlas Capital Corporation including Sai Mohamed, Glenn Estrabillo that relate to specifically to the loan to -- by Money Gate to Atlas Corp. and Money Gate's second mortgage registered against this Lakeshore property.

A. Yes.

MR. WYGODNY: Yes. I have it down to review records and produce any correspondence re. payments being made to Atlas as well as the assignment of the second mortgage.

MS. POLIAK: I think we'd like you to go beyond just records.

BY MS. POLIAK:

295. Q. What e-mail address did you use for corresponding with ---

MR. WYGODNY: Records and correspondence.

MS. POLIAK: Okay. I just want to make sure that ---

BY MS. POLIAK:

296. Q. What e-mail address did you use for correspondence when you were acting as Money Gate with Jonathane Ricci and Sai Mohamed and all these other players?

A. I really only have two e-mail addresses. So there would one of the two. There's the Gmail one and the Money Gate one. So -- but I can -- I was able to consolidate them in the Gmail app. so I can search and it will ---

297. Q. So as part of that undertaking, we'll ask you to search all of your e-mail, both deleted and undeleted folders and to see what correspondence you have with any of the parties referenced with respect to the Lakeshore mortgage. Because we have a summary -- you're nodding, but I'll take that that's your agreement to this undertaking?

MR. WYGODNY: Yes. I think I essentially stated it.

(WHEREUPON UNDERTAKING NO. 3: To review and search all e-mail correspondence or regular correspondence, deleted and undeleted folders, documents that were exchanged between the deponent, Jonathane Ricci and

Exhibit "**E**" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Court File No. CV-17-583592

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Plaintiff

and

ATLAS CAPITAL CORPORATION (2013) and JONATHANE RICCI

Defendants

AFFIDAVIT OF MORTEZA KATEBIAN SWORN APRIL 30, 2018

I, Morteza Katebian, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an officer of the Plaintiff herein, Money Gate Mortgage Investment Corporation (**"MGMIC"**) in this proceeding, and, as such, have knowledge of the matters contained in this affidavit. The contents of the within affidavit are made from own personal knowledge except where otherwise indicated, and where I have been advised of information from third parties as set out herein, I verily believe all such information to be true.

2. I have reviewed the Affidavit of Jonathane Ricci sworn March 26, 2018 (**"Ricci Affidavit"**) and make this affidavit in response to portions of it as contained herein. I have also reviewed the affidavit of Payam Katebian sworn January 4, 2018 in this matter.

3. The alleged transaction as described in paragraphs 3 – 14 of the Ricci Affidavit did not happen and are not true. Further, the emails which are attached as Exhibits "A" and "B" to the Ricci Affidavit are fraudulent.

Fraudulent Emails Attached as Exhibits to The Ricci Affidavit

4. I attach and mark as **Exhibit "A"** to this my affidavit a true copy of an email sent by Ara Missaghi (who is the individual referenced in the Ricci Affidavit as the "Associate") dated Thursday, May 14, 2015 at 2:35 p.m. sent to me and the individual whom I knew a the time as Sai Mohammed but whose actual name is Mohamed Moshin Jiwani. This email has almost the same wording and recipients as the email attached as Exhibit "B" to the Ricci Affidavit, with the following differences:

(i) It does not indicate that it was copied to Jonathane Ricci at the email address "jr@xjrservices.com"; and

(ii) The words "on a separate matter" are included before the third paragraph, but have been removed from the email in the Ricci Affidavit.

5. Attached and marked as **Exhibit "B"** to this my affidavit is a true copy of a Business Names search for the name "XJR Services"; as can be seen from the search, the name was registered to Jonathane Ricci on February 25, 2016.

6. I attach and mark as **Exhibit "C"** to this my affidavit a true copy of a domain name search for "xjrservices.com"; as can be seen from the domain search, it was first registered on February 28, 2016, three days after Mr. Ricci registered the business name "XJR Services".

7. Accordingly, the email attached as Exhibit "B" to the Ricci Affidavit could not have been copied to Mr. Ricci at the address of "jr@xjrservices.com", as that email was sent on May 14, 2015 and the domain name "xjrservices.com" was not registered until February 28, 2016, so the email address did not exist at the time. The email has been doctored to make it appear that Mr. Ricci was a recipient of it when he was not in order to make it appear to support the statements made in the Ricci Affidavit.

8. The transaction as contemplated in the May 14, 2015 email in fact never occurred to my knowledge and I was certainly never a part of it; I will set out additional details concerning this below.

9. A copy of the alleged email dated Monday, May 29, 2017 at 11:42 a.m. sent, again, from Mr. Missaghi to Sai Mohammed was never received by me. In fact, the email address to which it was purportedly sent to me at "firstlinecanadian@gmail.com" has not been in use by me for approximately two years and I no longer send email from that address (although I am still able to check it and can confirm that I never received that email). I believe that Mr. Ricci has again forged this email to make it appear as if I was involved in the transaction described in his affidavit when I was not and it had nothing to do with me.

Transaction Described in Ricci Affidavit

10. Neither I nor anyone else on behalf of MGMIC ever agreed to discharge the mortgage in the within action except upon payment in full. Neither I nor anyone at MGMIC had any idea what Mr. Ricci or Atlas Capital Corporation (2013) were going to do with the mortgage advance, which as set out in an affidavit sworn concurrently by Payam Katebian, was in fact paid to Atlas's lawyers on the transaction, Mentis Law, in the total amount of $665,000.00.

11. Although initially Mr. Missaghi may have informed me of possible financing for what is described as the Oro-Medonte property in the Ricci Affidavit, I never became involved and if Mr. Ricci, on behalf of Atlas, directed his lawyers Mentis Law to pay funds to Mr. Missaghi or others on his behalf, that has nothing to do with MGMIC or me. The attempt by Mr. Ricci to doctor emails to make it appear as if I was involved in some type of profit sharing on the Oro-Medonte property in 2017 and to forge an earlier email to attempt to include himself somehow on a transaction which he may have independently taken has nothing to do with Money Gate who is just seeking back funds that were loaned on security that was given.

12. In any event, it appears that Atlas may have mortgages registered on the Oro-Medonte property; in this regard, I attach and mark as **Exhibit "D"** to this my affidavit a true copy of the parcel registers for the said property, which show several mortgages registered on them in 2013 in the name "Atlas Capital Corporation" (i.e. not "Atlas Capital Corporation (2013)"). I attach as

Exhibit "E" to this my affidavit a true copy of a corporate profile search for Atlas Capital Corporation and of a partial notice given by the Ministry of Government Services indicating that its certificate of incorporation has been cancelled as of March 14, 2015, and that it was dissolved on that date.

13. As set out in Exhibit "E" of the affidavit of Payam Katebian sworn January 4, 2018, which is a copy of the corporate profile report for Atlas Capital Corporation (2013), it was incorporated on November 20, 2013.

14. I make this affidavit in support of the plaintiff's motion for summary judgment and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on April 30, 2018	
Commissioner for Taking Affidavits *(or as may be)* **DAVID BROOKER**	**MORTEZA KATEBIAN**

Exhibit "F" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

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COURT FILE NO.: CV-17-583592

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MONEY GATE MORTGAGE INVESTMENT CORPORATION,

PLAINTIFF,

AND

ATLAS CAPITAL CORPORATION (2013) and JONATHANE RICCI,

DEFENDANTS,

CROSS-EXAMINATION OF
JONATHANE RICCI

WEDNESDAY, SEPTEMBER 5, 2018
10:26 A.M.

APPEARANCES

ON BEHALF OF THE PLAINTIFF,
MONEY GATE MORTGAGE INVESTMENT CORPORATION:

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ON BEHALF OF THE DEFENDANTS,
ATLAS CAPITAL CORPORATION (2013) and JONATHANE RICCI:

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101. Q. That he took instructions from you on any matter.

A. You know, I never gave Rasik Mehta instructions from a client, like as a client instruction. We talked as lawyers because he had his clients and I had mine and we did deals together, so one instruction could be you incorporate the company this time or you incorporate the company that time.

MR. SHILLER: Just hold on for one second. The question you're being asked, and counsel can correct me if I'm wrong, is if Mr. Mehta ever acted for you or one of your companies.

MR. BROOKER: The actual question was took instructions from him as a client.

THE DEPONENT: Not as a client.

BY MR. BROOKER:

102. Q. Okay. As you're aware, Mr. Mehta was cross-examined last week and he indicated that your office and his along with Mr. Missaghi, an individual identified as Sai Mohammed were all operating out of the same... and together with Money Gate were all operating out of the same building at... I think it's 25 Mallard Road in Toronto?

A. Yes, for a period of time we were all operating under the same premises.

103. Q. And was that -- when you say 'the same premises', what type of building is that?
A. 25 Mallard?
104. Q. Yeah.
A. It's a --
105. Q. It's a commercial building?
A. It's a commercial office building.
106. Q. How many floors is it?
A. One floor. You walk in and it's all one level.
107. Q. Okay. And the offices that each of the parties that we just identified had, were they separate suites or did you all -- were you all together sharing a suite of offices?
A. No, no, separate suites.
108. Q. So each -- you each had your separate lock and alarm--
A. Yes.
109. Q. --if you had that, that kind of thing?
A. Yes.
110. Q. So a member of the public that would walk into the building, there was a lobby there?
A. Yes.
111. Q. And was there a directory with each of the names of the companies or was it just they would walk

down the hall? How did it work?
A. I don't think there was a directory. I think they would walk into the lobby. There was always somebody sitting there and whoever they were coming to see, that person would tell us whether it's me or Rasik or -- or Sai Mohammed or Arash.
112. Q. And would it -- is it fair to say that each of you would frequently speak or go into each other's offices?
A. Yeah, when we were working on transactions together we did get together and speak. There were -- there were designated boardrooms as well.
113. Q. And did you occupy that space prior to Mr. Mehta or did he come in after?
A. I occupied that space prior to Mr. Mehta, yes.
114. Q. Okay, and was -- were the Katebians there prior to him as well?
A. Yes.
115. Q. And Mr. Missaghi?
A. Yes.
116. Q. Mr. Mohammed as well?
A. Mr. Mohammed was there before I did -- before I was.
117. Q. Before you got there?

A. That's right.
118. Q. Okay. And Mr. Mohammed, his actual real name is Mohammed Jiwani, correct?
A. Mohammed Moshin Jiwani. I know him as Sai Mohammed.
119. Q. Right, but you know that Mohammed Moshin Jiwani is his real name?
A. That's the name on his passport, Canadian passport, yes.
120. Q. And you know that he is an undischarged bankrupt as well?
A. Yes.
121. Q. Since 2001?
A. Yes. I just found that out recently.
122. Q. How recent was that?
A. I think it was in 2018 probably in I want to say April or May of 2018.
123. Q. Okay. And when did you find out his real name?
A. I knew his real name back in 2014 I want to say.
124. Q. And how long have you known him?
A. 2013.
125. Q. I'm going to take you to tab B of that same affidavit, the March one. It's an email you've

Exhibit "**G**" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Court File No.: CV-17-583592

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Plaintiff

and

ATLAS CAPITAL CORPORATION (2013) and JONATHANE RICCI

Defendants

AFFIDAVIT OF JONATHANE RICCI

I, Jonathane Ricci, Director of Atlas Capital Corporation (2013), of the City of Toronto, in the Province of Ontario, SAY:

1. I am the director of Atlas Capital (2013) as such I have personal knowledge as to what I depose herein, unless otherwise stated. If any evidence herein in set out on information and belief I state the source of the information and believe it to be true.

2. Sai Mohammed and I have many intertwined business interests with Ben and Payam Katebian, who are directors of the Plaintiff, Money Gate Mortgage Investment Corporation.

THE MORTGAGE ON THE PROPERTY WAS PART OF A CONTEMPLATED TRANSACTION THAT NEVER CLOSED

3. On or about May 12, 2015, I, Jonathane Ricci, representing Atlas Capital Corporation (2013) (ACC 13) and Sai Mohammed were invited by Ben Katebian representing Money

Gate Mortgage Investment Corporation (MGMIC) to meet with a long time business partner of Katebian for the purpose of strategizing on completing a transaction related to acquiring 11 Lots in Oro Medonte, Barrie, Ontario, (Oro Lots), which was undergoing a Power of Sale with a Writ of Possession to follow.

4. Katebian's business associate (Associate) was interested in acquiring the Oro Lots from the Seller under the Power of Sale, but did not have the funds to do so.

5. The Associate proposed that Atlas temporarily mortgage the Property to MGMIC for a short period and direct the Mortgage Advance for the benefit of the Associate, who would immediately repay the funds under the proposed transaction set out below.

6. I trusted Ben and Payam and believed that if I consented to MGMIC registering a mortgage against the Property, they would carry out the contemplated transaction, and immediately discharge the Mortgage.

7. The transaction was to be concluded in these four (4) parts:

   (a) Part 1 - required ACC 13 to provide 2045 Lakeshore Boulevard West Unit 3103 (2045 Lakeshore) as collateral for MGMIC to advance $270,000.00 Canadian Dollars capital to the Associate to be secured by an (short term-bridge type-interim) mortgage to be registered against the Property.

   (b) Part 2- Ben or his Associate would use the $270,000.00 to purchase the Oro Lots under Power of Sale.

(c) Part 3 - on possession of the Oro Lots by Ben and Associate they would mortgage the Oro Lots to MGMIC for $1,000,000 in exchange for a loan for $1MM.

(d) Upon MGMIC receiving the Oro Mortgage for 1MM, MGMIC would discharge the Mortgage that MGMIC had registered on the Property. (collectively the "Contemplated Transaction")

8. As part of the Contemplated Transaction, MGMIC, would provide ACC 13 with a commitment for a mortgage in the amount of $665,000.000 Canadian Dollars (six hundred sixty five thousand).

9. ACC 13 would then receive an advance of $665,000.000 Canadian Dollars (six hundred sixty five thousand) on registration of the mortgage, advance $270,000.00 Canadian Dollars (two hundred and seventy thousand) to Ben and his Associate as part of the transaction described in paragraph 2 a; ACC 13 would then be able to utilize the remaining $395,000.000 Canadian Dollars (three hundred and ninety five thousand) for another transaction of its own structuring.

10. As party to the above described transaction, ACC 13 would receive financial benefits, including part ownership of the Oro Lots as arranged under the transaction agreement.

11. The Emails setting out the proposed transactions are attached hereto as **Exhibits A and B** respectively. I received these emails from Sai Mohammed the recipient of said emails.

ACC 13 DID ITS PART- BUT MGMIC DID NOT DO ITS PART OF THE CONTEMPLATED TRANSACTION

12. In furtherance of the Contemplated Transaction, ACC 13 signed the commitment for the mortgage as described in Paragraph 3, on the 18th of August in the year 2015.

13. MGMIC, subsequent to the signing of the commitment, registered a mortgage of $665,000.000.

14. However, contrary to the plan set out in the Contemplated Transaction, MGMIC did not

    (a) advance any funds to ACC 13;

    (b) purchase the Oro Lots;

    (c) Discharge the Mortgage on the Property.

THE PLAINTIFF HAS NO EVIDENCE OF ANY ADVANCE TO ACC 13 FROM ITS LAWYER WHO WERE THE RECEIPENTS OF THE FUNDS

15. I note that the affidavit of Payam Katebian only shows that funds were advanced to Meridian Law.

16. Rasik Mehta and Meridian Law habitually act for MGMIC.

17. However, there is no evidence from Rasik Mehta or Meridian Law:

    (a) That the bank drafts shown in Payam's affidavit were actually advanced to Meridian Law for the ACC 13 Mortgage, or the Mortgage on the Property- they could have and likely were from a separate deal unrelated to the Property;

    (b) That ACC 13 actually received any funds from Meridian law that derived from MGMIC.

18. Payam also does not include in his affidavit the trust ledger from Meridian Law or the report from Meridian Law showing that the funds were advanced to ACC 13 or on its direction.

ACC 13 NEVER RECEIVED ANY MORTGAGE FUNDS

19. Contrary to what is set out in the Affidavit of Payam Katebian, ACC 13, ACC never received any Mortgage Funds from MGMIC.

20. ACC 13 denies that it is indebted to MGMIC for any amount or that MGMIC is entitled to any of the relief sought.

21. I have had numerous discussion with Ben and Payam asking them to discharge the Mortgage against the Property but they have not done so.

22. I note that MGMIC is under investigation by the OSC for inter alia registering mortgages that are in violation of the Offering Memoranda of MGMIC.

23. I suspect that MGMIC cannot discharge the Mortgage because they have been carrying the Mortgage on their books as an assets and cannot admit to the OSC that the Mortgage has no value. Attached as Exhibit C is the Statement of Allegations against MGMIC and Ben and Payam Katebian.

THE LAWYER USED BY MGMIC HAS BEEN SUSPENDED BY THE LSO

24. I note that lawyer used by MGMIC has been suspended by the LSO and has been involved in numerous transaction where there have been allegations of fraud. Attached as Exhibit D is the LSUC decision suspending Rasik Mehta.

25. I make this affidavit in opposition to the Plaintiff's Motion for Summary Judgement and for no other or improper purpose.

Sworn before me at the City of Toronto, in the Province of Ontario on this 26 day of MARCH, 2018

...A Notary

G. King

please print name

54376

PER: Jonathane Ricci

DIRECTOR, ATLAS CAPITAL CORPORATION (2013)

Exhibit "**H**" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 6TH
	)	
JUSTICE HAINEY	)	DAY OF NOVEMBER, 2018

SUPERIOR COURT OF JUSTICE
COUR SUPÉRIEURE DE JUSTICE

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Ontario Securities Commission (the "**Commission**") for an Order pursuant to section 129 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "***Securities Act***") appointing Grant Thornton Limited ("**GTL**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Money Gate Mortgage Investment Corporation (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Louisa Fiorini sworn November 1, 2018 and the Exhibits thereto and on hearing the submissions of counsel for the Commission and counsel for the Debtor, and on reading the consent of GTL to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 129 of the *Securities Act*, GTL is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"), which for greater certainty includes any and all real property charges in favour of the Debtor (the "**Real Property Charges**"), and any and all monies held by any Persons for interest reserves or prepaid interest in connection with the Real Property Charges.

RECEIVER'S POWERS

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

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

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

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor, including, without limitation, the Lender Servicing Agreement dated August 16, 2014 between the Debtor and Money Gate Corp. (the "**Lender Servicing Agreement**");

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

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

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

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

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

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

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

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

(i) without the approval of this Court in respect of any transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) without limiting the generality of clause 3(m) above, to share information (including personal information of identifiable individuals), meet with an discuss with any regulatory bodies and their advisors, including without limitation the Commission and any other regulatory authorities as the Receiver deems appropriate, on all matters relating to the Property, the affairs of the Debtor, and the receivership of the Debtor, subject to such terms as to confidentiality as the Receiver deems advisable.

(o) To administer the Real Property Charges notwithstanding the Lender Servicing Agreement;

(p) To register a copy of this Order and any other Orders in respect of the Property against title to any of the Property and to discharge any Order registered by the Receiver in respect of the Property against title to any of the Property;

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

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

(s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(t) to examine under oath any person the Receiver reasonably considers to have knowledge of the Property and affairs of the Debtor, including, without limitation, any present or former director, officer, employee or person registered or previously registered with the Commission or Financial Services Commission of Ontario ("**FSCO**") or subject to or formerly subject to the jurisdiction of the Commission, FSCO or any other regulatory body, respecting the Property and the affairs of the Debtor;

(u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

4. ~~**THIS COURT ORDERS** that the Receiver may engage as its legal counsel Chaitons LLP, notwithstanding that Chaitons LLP has had an advisory role for the Commission in connection with this proceeding.~~

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

6. **THIS COURT ORDERS** that, pursuant to and without limiting the generality of paragraph 5 of this Order, all Persons shall, unless otherwise instructed by the Receiver: (i) deliver to the Receiver all monies held in trust for or on behalf of any of the Debtor or in relation to its business (collectively, the "**Trust Funds**"), which for greater certainty include any and all monies that are purported to be held in trust for pooled or syndicated mortgage investors in or beneficiaries under any of the Real Property Charges, including, without limitation, all monies held by way of interest reserves or prepaid interest in connection with the Real Property Charges, which Trust Funds are to be held or used by the Receiver in accordance with the terms of this Order and any further Order of this Court; and (ii) upon the Receiver's request, to provide an accounting of all funds received from or on behalf of the Debtor or its associated businesses.

7. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data

storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure. For greater certainty, law firm trust ledgers requested by the Receiver pursuant to this Order are not subject to solicitor-client privilege and shall be produced to the Receiver.

8. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided that nothing herein shall prevent the commencement or continuation of any investigation or proceedings against the Debtor by or before any regulatory body including, without limitation, the Commission or the Enforcement Staff of the Commission.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act.*

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

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

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

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

FREEZE DIRECTION

26. **THIS COURT ORDERS** that all institutions holding funds on deposit to the credit of the Debtor which are subject to the Freeze Direction issued by the Commission with respect to the Debtor on October 29, 2018 are directed to pay all such funds to the Receiver or as the Receiver may otherwise direct in writing. Upon receipt of the funds, the Freeze Direction shall

be vacated pursuant to section 126(1.1) of the *Securities Act* without the need to take any further steps.

SERVICE AND NOTICE

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

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

GENERAL

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

30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor or as an officer of the Court in any other capacity.

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

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

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

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:
NOV 06 2018

PER / PAR:

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $______________________

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of ______, 20__ (the "Order") made in an action having Court file number __-CL-_______, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of ______________, 20__.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ________________________________

Name:

Title:

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

ORDER
(Application under Sections 126 and 129 of the *Securities Act*)

Ontario Securities Commission
20 Queen Street West
22nd Floor
Toronto, ON M5H 3S8

Jamie Gibson (LSO 62858O)
Tel: 416-263-3783

Dihim Emami (LSO 57402S)
Tel: 416-596-4253
Fax: 416-593-2319

Counsel for the Ontario Securities Commission

Exhibit "I" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

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,)
this 2nd day of November, 2018)

Louisa Fiorini

A Commissioner for taking affidavits
Dithon Emami

Doc#4323331v2

Exhibit "**J**" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

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August 12th, 2015

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: Atlas Capital Corporation (2013)
Guarantor: Jonathane Ricci

Loan Amount: $665,000.00
Property Address: 2045 Lakeshore Blvd W. Unit 3103, Toronto ON M8V 2Z6

Term (Months)	Interest Rate	Interest PMT	Funding Date	Amortization (Months)	Lending Fee	Non Refundable Deposit
6	**12.50%**	**$6,927.09**	**August 20, 2015**	**Int. Only**	**$13,300.00**	**$500.00**

***The non-refundable deposit of $500 is NOT included in total lender fee and is a separate fee payable to Money Gate Corp. upon acceptance of this commitment.**

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

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: J J

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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: August 18th, 2015

Accepted this 18 day of August, 2015

X [signature]
Atlas Capital Corporation (2013)

X [signature]
Guarantor: Jonathane Ricci

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Schedule "A"

Mortgage No.: **2015-17**

Mortgagor(s)/ **World Atlas Capital Corporation (2013)**

Guarantor(s) **Jonathane Ricci**

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 lender or a **Letter of Transmittal** from the appraiser addressed to the lender reflecting a minimum value of **$1,650,000.00** based on a 60-90 day maximum marketing time. Also required is days on market (D.O.M) for all comparables. (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)

A non-refundable commitment fee to be paid to Money Gate Corp. in the amount of **$500.00**.

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 commitment letter for the subject property showing a balance of no more than **$725,000.00**. (Broker)

Second Mortgage funds will be release in two installments. Upon closing there will be a release of **$345,000.00**. 6 months of interest payments and the total lender fee payable will be deducted from the advance of the second draw which is set TBD.

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)

Tax clearance certificates prior to funding. (Solicitor)

Borrower(s) to obtain legal representation

Prior to funding, delivery of evidence that valid title insurance policies with applicable schedules and with the lender as the insured party, has been placed with a title insurer approved by the lender. (Solicitor)

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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.

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 months interest upon pre-payment

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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.
Fire & Other Insurance:	Receipt of a copy of the fire and extended insurance policy for the Property, in form and substance acceptable to the lender with an insurer approved by the lender for the full replacement value of the property. Co-Insurance is not acceptable **If the property is heated by oil, the lender must receive confirmation from the insurer that they are aware the property is oil heated.**
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

Initials:

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	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 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.
Lender's Lawyer:	**Rasik Mehta - Meridian Law Professional 25 Mallard Road, Toronto ON M3B 1S4**

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

Initials: [handwritten initials] [handwritten initials]

MONEY GATE Corporation

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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

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MONEY GATE Corporation

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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.

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: World Atlas Capital Corporation (2013)

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, Atlas Capital Corporation (2013), Jonathane Ricci the proposed mortgagor(s)/guarantor(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 18 day of August 2015

X ______________________ Atlas Capital Corporation (2013)

X ______________________ Jonathane Ricci

Initials:

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 18 day of August 2015

X______________________
Atlas Capital Corporation (2013)

X______________________
Guarantor: Jonathane Ricci

LRO # 80 **Charge/Mortgage** **Registered as AT3984341** on 2015 08 20 at 15:49

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

Properties

PIN 11382 – 0412 LT *Interest/Estate* Fee Simple

Description UNIT 3, LEVEL 30, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1
TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 SUITE
2045 LAKESHORE BLVD. WEST
TORONTO

PIN 11382 – 0754 LT *Interest/Estate* Fee Simple

Description UNIT 97, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1
TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 UNIT
2045 LAKESHORE BLVD. WEST
TORONTO

PIN 11382 – 0755 LT *Interest/Estate* Fee Simple

Description UNIT 98, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1
TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 UNIT
2045 LAKESHORE BLVD. WEST
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 ATLAS CAPITAL CORPORATION (2013)

Address for Service 2045 Lakeshore Boulevard West, Suite 3103, Toronto, Ontario M8V 2Z6

I, Jonathane Ricci (President), 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	$665,000.00	*Currency*	Cdn$
Calculation Period	semi-annually not in advance		
Balance Due Date	2016/02/20		
Interest Rate	12.5%		
Payments	$6,927.09		
Interest Adjustment Date	2015 08 20		
Payment Date	20th day of each and every month		
First Payment Date	2015 09 20		
Last Payment Date	2016 02 20		
Standard Charge Terms	200433		
Insurance Amount	Full insurable value		

Provisions

Guarantor Jonathane Ricci

Signed By

Anita Verma	216-2985 Drew Road Mississauga L4T 0A1	acting for Chargor (s)	Signed	2015 08 19

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	2015 08 20

Tel 416-477-3355

Fax 877-477-3634

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargor Client File Number : 15131

Exhibit "**K**" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Court File No. CV-17-583592

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

(Court Seal)

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Plaintiff

and

ATLAS CAPITAL CORPORATION (2013) and JONATHANE RICCI

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 following pages.

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

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

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

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

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

Date September 29, 2017 Issued by ______________________

Local Registrar

Address of court office: 393 University Avenue, 10th Floor
Toronto, Ontario
M5G 1E6

TO: Atlas Capital Corporation (2013)
2045 Lakeshore Blvd. W.
Unit 3103
Toronto, Ontario
M8V 2Z6

AND TO: Jonathane Ricci
25 Mallard Road
Toronto, Ontario
M3B 1S4

CLAIM

1. The Plaintiff claims as against both defendants on a joint and several basis as follows:

   (a) the sum of $771,884.69 being the balance due under a Charge/Mortgage which was registered on title to the property as hereinafter described;

   (b) Such further charges as are due under the terms of the Charge/Mortgage as hereinafter described;

   (c) prejudgment interest on all amounts to be paid at the rate of 12.5% annually from September 20, 2017 until judgment;

   (d) postjudgment interest at the rate of 12.5% per annum;

   (e) possession of the property as hereinafter described;

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

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

2. On or about August 20, 2015 the plaintiff caused to be registered a mortgage (the "**Mortgage**") on the property with the following legal description:

11382 – 0412 LT

UNIT 3, LEVEL 30, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE, CITY OF TORONTO

3103 SUITE
2045 LAKESHORE BLVD. WEST

TORONTO

11382- 0754 LT

UNIT 97, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE, CITY OF TORONTO

3103 UNIT
2045 LAKESHORE BLVD. WEST
TORONTO

11382 - 0755 LT

UNIT 98; LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE, CITY OF TORONTO

3103 UNIT
2045 LAKESHORE BLVD. WEST
TORONTO

having a municipal address of 2045 Lakeshore Blvd. West, Unit 3103, Toronto (the "**Property**").

3. The Mortgage contained, *inter alia*, the following terms:

Borrower/Chargor:	Atlas Capital Corporation (2013)
Principal:	$665,000.00
Balance Due Date:	February 20, 2016
Interest Rate:	12.5% per annum
Standard Charge Terms:	200433

Guarantor: Jonathane Ricci

4. Despite repeated demands for the principal balance plus interest made under the said Mortgage, no payment has been forthcoming.

5. Pursuant to the Standard Charge Terms filed as no. 200433 and incorporated into the Mortgage:

(a) The chargor/mortgagor promises to pay the full principal amount and interest secured in the manner of payment as set out in the Charge/Mortgage without any deduction or abatement;

(b) The charger/mortgagor covenants to pay interest at the rate and at times provided for in the mortgage and in default compound interest is payable on the sum in arrears from time to time before and after maturity and before and after default and judgment; and

(c) Upon default in payment of principal and interest under the Charge/Mortgage or in performance of any of the terms and conditions thereof the chargee/mortgagee may enter and take possession of the property charged.

6. Further, the Chargor/Mortgagor entered into a mortgage commitment dated August 12, 2015 whereby it agreed to pay various charges under the mortgage including $1,500.00 for default proceedings and $500.00 for attending to take possession of the property following default, with all such charges to be added to the mortgage principal, and accrue interest thereunder (the "**Commitment**"). The Commitment forms an integral part of the Mortgage and the plaintiff claims all amounts as set out therein.

7. The defendant Jonathane Ricci guaranteed the obligations of the Chargor as a primary debtor, and is therefore liable under the terms of the Mortgage for all amounts due and owing thereunder.

8. The plaintiff accordingly claims payment in accordance with the terms of the Mortgage and of payment of the amount owing thereunder pursuant to the covenants set out therein.

(Date of issue) September 29, 2017

STEINBERG TITLE HOPE & ISRAEL LLP
Barristers & Solicitors
5255 Yonge Street, Suite 1100
Toronto, Ontario
M2N 6P4

David A. Brooker (35787W)
Tel: 416-225-2777
Fax: 416-225-7112

Lawyers for the Plaintiff

MONEY GATE MORTGAGE INVESTMENT CORPORATION -and- ATLAS CAPITAL CORPORATION (2013) ET AL

Plaintiff Defendants

Court File No CV-17-583592

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

STEINBERG TITLE HOPE & ISRAEL LLP
Barristers & Solicitors
5255 Yonge Street, Suite 1100
Toronto, Ontario
M2N 6P4

David A. Brooker (35787W)
Tel: 416-225-2777
Fax: 416-225-7112

Lawyers for the Plaintiff

RCP-E 4C (May 1, 2016)

Exhibit "**L**" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

____
Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Court File No.: CV-17-583592

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Plaintiff

and

ATLAS CAPITAL CORPORATION (2013) and JONATHANE RICCI

Defendants

STATEMENT OF DEFENCE

1. The Defendants admit paragraphs 2, 3 in the Statement of Claim

2. The Defendants deny the balance of the allegations in the Statement of Claim.

3. The Plaintiff never advanced any mortgage funds to the Defendants.

4. In the alternative if any funds were advanced the same were repaid.

5. The mortgage funds were redirected by the Plaintiff to a corporation owned or controlled by the Plaintiffs, or its directors and there is no balance owing on the mortgage.

6. The Plaintiff's claim should be dismissed with costs.

November 17 2017

DJD LAW PROFESSIONAL CORPORATION
1186 Eglinton Avenue West
Toronto, Ontario M6C 2E3

Eliezer Karp (54317P)
Email: ek@djdlaw.ca

Tel: (647) 260-4863
Fax: (416) 352-7638

Lawyers for the Defendants

TO: **STEINBERG TITLE HOPE & ISRAEL LLP**
Barristers & Solicitors
5255 Yonge Street, Suite 1100
Toronto, Ontario M2N 6P4

Davide A. Brooker
Tel: (416) 225-2777

Counsel for the Plaintiff

Exhibit "**M**" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Maya Poliak

From:	Maya Poliak
Sent:	Wednesday, June 19, 2019 11:47 AM
To:	Eli Karp
Cc:	Brian Shiller
Subject:	Money Gate's First Mortgage to Atlas Capital Corporation (2013)
Attachments:	DOCS-#4506558-v1-GT_Money_Gate_Demand_for_Particulars_Palace_Piers.pdf

Eli, Brian

As you are aware, we are lawyers for Grant Thornton Limited in its capacity as Court-appointed Receiver of Money Gate Mortgage Investment Corporation ("**MGMIC**"). As you are also aware, MGMIC holds two mortgages registered against title to the property municipally known as 2045 Lake Shore Blvd. West, Unit 3103, Toronto, Ontario. Both of MGMIC's mortgages have now matured.

Enclosed please find MGMIC's Demand for Particulars served upon you in accordance with section 50 of the *Mortgages Act* (Ontario) which must be completed and returned to our office forthwith.

I look forward to hearing from you,

Maya Poliak
Partner
Direct Tel: 416.218.1161
Direct Fax: 416.218.1844
Email: Maya@chaitons.com

5000 Yonge St, 10th Floor, Toronto, Ontario, Canada, M2N 7E9

DEMAND FOR PARTICULARS

OWNERS: ATLAS CAPITAL CORPORATION (2013)
MORTGAGEE: MONEY GATE MORTGAGE INVESTMENT CORPORATION
PROPERTY: 2045 LAKE SHORE BLVD. WEST, UNIT 3103, TORONTO, ONTARIO

The *Mortgages Act* requires you to provide the Mortgagee with particulars of your tenancy agreements. Please complete and sign this acknowledgment.

TENANT DETAILS AND ACKNOWLEDGMENT

TENANT NAMES (OVER 18 YEARS OF AGE)	PHONE	RELATIONSHIP
1.		
2.		
3.		
4.		

PLEASE PROVIDE ANSWERS TO ALL OF THE FOLLOWING QUESTIONS:

IS A LEASE CURRENTLY IN PLACE AT THE PROPERTY? IF SO, PLEASE ATTACH A COPY	
HOW MANY TENANTS OCCUPY THE PROPERTY?	
WHAT PERCENTAGE OF THE PREMISES DO THE TENANTS OCCUPY? (SPECIFIC)	
WHAT IS THE RENTAL AMOUNT PAID BY THE TENANT(S)?	
WHO PAYS THE UTILITIES ON THE PROPERTY?	
WHAT UTILITIES ARE INCLUDED?	
WHAT IS THE COST FOR MONTHLY UTILITIES?	
HOW LONG IS THE LENGTH OF THE LEASE TERM (MONTHS / YEARS)?	
WHAT WAS THE TENANT'S MOVE-IN DATE?	
WHO IS RENT MADE PAYABLE TO?	
DOES A MONTH-TO-MONTH TENANCY EXIST?	
DOES THE TENANT HAVE THE LEASE DOCUMENTS IN HIS/HER POSSESSION PRESENTLY?	
ARE THERE ANY SUBLEASES IN PLACE? IF SO, PLEASE ATTACH A COPY	
IS THERE A SPECIFIC LEASE TERMINATION DATE?	
IS THE TENANT UP-TO-DATE ON ALL LEASE PAYMENTS?	
HOW DOES THE TENANT PAY HIS/HER RENT (CHEQUE, CASH, ETC.)?	
WHO MAINTAINS THE PROPERTY (PROPERTY MANAGER, MAINTENANCE PERSON, ETC.)?	

DID THE TENANT(S) PROVIDE A DEPOSIT TO THE LANDLORD (FOR SECURITY OR OTHERWISE), AND IF SO WHAT IS THE DEPOSIT AMOUNT?	

WE, THE UNDERSIGNED, ACKNOWLEDGE THAT THE ABOVE INFORMATION IS TRUE

1.	2.
3.	4.

DATED: / / ______________________

INSPECTORS NAME: ______________________________

SIGNATURE: ________________________________

Maya Poliak

From: Maya Poliak
Sent: Tuesday, July 16, 2019 4:15 PM
To: Eli Karp
Cc: Brian Shiller
Subject: RE: Money Gate's First Mortgage to Atlas Capital Corporation (2013)

Eli,

We still have not received a response to tour Demand for Particulars served on June 19, 2019. Please provide a response forthwith.

Maya Poliak
Partner | Chaitons LLP | Tel: 416.218.1161

From: Maya Poliak
Sent: Wednesday, June 19, 2019 11:47 AM
To: Eli Karp <ek@djdlaw.ca>
Cc: Brian Shiller <BShiller@rubyshiller.com>
Subject: Money Gate's First Mortgage to Atlas Capital Corporation (2013)

Eli, Brian

As you are aware, we are lawyers for Grant Thornton Limited in its capacity as Court-appointed Receiver of Money Gate Mortgage Investment Corporation ("**MGMIC**"). As you are also aware, MGMIC holds two mortgages registered against title to the property municipally known as 2045 Lake Shore Blvd. West, Unit 3103, Toronto, Ontario. Both of MGMIC's mortgages have now matured.

Enclosed please find MGMIC's Demand for Particulars served upon you in accordance with section 50 of the *Mortgages Act* (Ontario) which must be completed and returned to our office forthwith.

I look forward to hearing from you,

Maya Poliak
Partner
Direct Tel: 416.218.1161
Direct Fax: 416.218.1844
Email: Maya@chaitons.com

5000 Yonge St, 10th Floor, Toronto, Ontario, Canada, M2N 7E9

Exhibit "**N**" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited,
Expires March 30, 2020.

Properties

PIN 11382 - 0412 LT *Interest/Estate* Fee Simple
Description UNIT 3, LEVEL 30, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1
TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO
Address 3103 SUITE
2045 LAKESHORE BLVD. WEST
TORONTO

PIN 11382 - 0754 LT *Interest/Estate* Fee Simple
Description UNIT 97, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1
TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO
Address 3103 UNIT
2045 LAKESHORE BLVD. WEST
TORONTO

PIN 11382 - 0755 LT *Interest/Estate* Fee Simple
Description UNIT 98, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1
TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO
Address 3103 UNIT
2045 LAKESHORE BLVD. WEST
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 ATLAS CAPITAL CORPORATION (2013)
Address for Service 25 Mallard Rd., Toronto, Ontario M3B 1S4

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

Chargee(s)

Chargee(s)		Capacity	Share
Name	B. & M. HANDELMAN INVESTMENTS LTD.		as to undivided $100,000.00 / $725,000.00
Address for Service	620 Wilson Avenue, Suite 150, Toronto, Ontario M3K 1Z3 c/o 1670 Bayview Ave., Suite 400, Toronto, Ontario M4G 3C2		
Name	MACKENZIE, INGRID		as to undivided $217,000.00 / $725,000.00
Address for Service	5058 Dunbar Street, Vancouver, British Columbia V6N 1V6 c/o 1670 Bayview Ave., Suite 400, Toronto, Ontario M4G 3C2		
Name	THE BANK OF NOVA SCOTIA TRUST COMPANY	Trustee	as to undivided $408,000.00 / $725,000.00
Address for Service	130 King Street West, 20th Floor,Toronto, Ontario M5X 1K1		

Statements

Schedule: The Bank of Nova Scotia holds this mortgage in trust for RSP No. 494-02011-16 (Kusum Kansal) as to an undivided $ 112,000.00 of $ 725,000.00.

Statements

The Bank of Nova Scotia holds this mortgage in trust for RSP No. 494-02777-10 (Kusum Kansal) as to an undivided $ 135,000.00 of $ 725,000.00.

The Bank of Nova Scotia holds this mortgage in trust for RSP No. 494-02902-18 (Sohan Kansal) as to an undivided $ 161,000.00 of $ 725,000.00.

Provisions

Principal	$725,000.00	*Currency*	CDN
Calculation Period	Monthly		
Balance Due Date	2016/08/01		
Interest Rate	8.5% per annum		
Payments	$5,135.42		
Interest Adjustment Date	2015 08 01		
Payment Date	first day of each month		
First Payment Date	2015 09 01		
Last Payment Date	2016 08 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Jonathane Ricci		

Additional Provisions

See Schedules

Signed By

Lawrence Zimmerman	3338 Dufferin St. Toronto M6A 3A4	acting for Chargor (s)	Signed	2015 07 20

Tel 416-489-8422

Fax 416-489-6222

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

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE	3338 Dufferin St. Toronto M6A 3A4	2015 07 20

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 15-1041

SCHEDULE

1. STANDARD CHARGE TERMS

The terms contained in this schedule are in addition to the terms contained in the Standard Charge Terms. In the event of any conflict between the terms contained in this schedule and those contained in the Standard Charge Terms, the terms contained in this schedule shall, to the extent of the conflict, prevail. If the Standard Charge Terms or the Charge refer to a Guarantor, the term 'Guarantor" shall include any party named anywhere in the Charge as a guarantor or Covenantor.

2. SHORT FORMS OF MORTGAGES ACT

If any of the forms of words contained herein are also contained in Column One of Schedule B of the Short Forms of Mortgages Act, R.S.O. 1980, Ch. 474 ("SFMA") and distinguished by a number therein, the Charge shall be deemed to include and shall have the same effect as if the Charge contained the form of words in Column Two of Schedule B of the SFMA distinguished by the same number, and the Charge shall be interpreted as if the SFMA was still in full force and effect. The provisions of the Charge and its short form clauses shall not derogate from the Chargee's rights under the long clauses in the SFMA which shall be in addition thereto or in substitution for part or parts thereof as the Chargee may elect and all shall have the force of covenant.

3. DEFINITIONS

In this schedule, the following definitions apply:

(a) Balance Due Date means the date set out in the Provisions section of the Charge under the heading "Balance Due Date";

(b) Charge means the Charge/Mortgage to which this Schedule is attached and including the Standard Charge Terms and including this schedule

(c) Chargee means each party(ies) named as a Chargee or mortgagee in the Charge under "Chargee(s)" section and its or his heirs, executors, administrators, successors and assigns, as the case may be;

(d) Chargor means each party named as a chargor or mortgagor in the Charge under the Chargor(s)" section and its or his heirs, executors, administrators, successors, and assigns, as the case may be;

(e) Commitment Letter means the letter issued by RESCOM CAPITAL, or other issuer thereof dated March 16, 2015 and as may be otherwise amended from time to time, and addressed to the Chargor or the Chargor's agent setting out the terms of the loan secured by the Charge, as it may be amended from time to time;

(f) Costs means all of the fees, costs, charges, losses, damages and expenses incurred by the Chargee as a direct or indirect consequence of granting the loan secured by the Charge including, without limitation, all expenses incurred in the construction, preservation, maintenance, repair, insuring and realization of the security contained herein, and all legal costs incurred by the Chargee as between a solicitor and his own client;

(g) Covenantor means each party named as a guarantor in the Provisions section of the Charge and each Covenantor's heirs, executors, administrators, successors and assigns, as the case may be;

(h) Interest at the Interest Rate on the amounts advanced from time to time shall be payable Interest only on the first day of each month. The parties hereto acknowledge and agree that the Chargee shall not be deemed to reinvest any monthly or other payments received by it hereunder.

In case default shall be made in payment of any sum to become due for interest at any time appointed for payment in this Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity and judgement, shall bear interest at the rate provided for in this Charge. In case the interest and compound interest are not paid in one month from the time of default, a rest shall be made, and compound interest at the rate provided for in this Charge shall be payable on the aggregate amount then due, as well after as before maturity and judgement, and so on from time to time, and all such interest and compound interest shall be a charge upon the Property.

The Chargee shall have the right to deduct from any advance, interest from the date of advance to the interest adjustment date;

(i) Interest Adjustment Date means the date set out in the Provisions section of the Charge under the heading "Interest Adjustment Date" or as otherwise set out herein;

(j) Interest Rate means the interest rate being eight and one half per cent (8.5%) per annum, calculated compounded and payable monthly, not in advance;

(k) Land Registry Office means the Land Registry Office in which this Charge is registered;

(l) Monthly Payments means the payments made each month in the amount set out in the Provisions section of the Charge under the heading 'Payments", or as otherwise set out herein;

(m) Prime Rate means the rate of interest in effect daily expressed as a rate per annum established and published as such from time to time by Toronto Dominion Bank as its base rate of interest for variable rate Canadian dollar loans made in Canada and adjusted automatically upon any change in such base rate of interest and a statement from the Chargee from time to time as to the Prime Rate at any time or period of time shall be final and conclusive as among the parties hereto as evidencing the Prime Rate and shall not be open to challenge;

(n) Principal Amount means the principal amount in lawful money of Canada set out in the Provisions section of the Charge under the heading "Principal" as it may be increased or decreased prior to registration of a discharge of the Charge;

(o) Property means the lands described in the Properties section of the Charge and all buildings, fixtures and improvements now or hereafter brought or erected thereon;

(p) Receiver means a receiver or receiver-manager of the Property; and

(q) Standard Charge Terms means the set of Standard Charge Terms referred to in the Provisions section of the Charge under the heading "Standard Charge Terms".

4. CHARGE

Upon the request of the Chargee, the Chargor hereby gives the Charge and charges the Property as security for full payment to the Chargee of the Principal Amount, Interest and all other amounts payable hereunder and as security for the observance and performance of all of the obligations of the Chargor to the Chargee pursuant to the Charge or otherwise.

5. INTEREST PAYMENTS

Current Interest on the Principal Amount from time to time advanced prior to the Interest Adjustment Date, computed from the respective dates of such advances to the Interest Adjustment Date, shall, at the option of the Chargee, be deducted from the advances or paid by the Chargor at such time or times as the Chargee may require and such Current Interest may be so deducted or paid in advance; after the Interest Adjustment Date, Current Interest on the Principal Amount, computed from the Interest Adjustment Date, shall become due and be paid in Monthly Payments as provided in the Charge and the balance, if any, of the Principal Amount and Current Interest shall become due and payable on the Balance Due Date.

All payments, when received, shall be applied firstly to outstanding Costs, secondly to outstanding Current Interest, thirdly to Deferred Interest and the balance, if any, in reduction of the outstanding Principal Amount.

6. TIME OF PAYMENTS

All payments received after 1:00 p.m. shall be deemed to have been received on the following business day.

7. CHARGOR'S COVENANTS

The Chargor covenants with the Chargee:

(a) that the Chargor has a good title in fee simple to the Property except as the records of the Land Registry Office disclose;

(b) that the Chargor will execute such further assurances of the Property as may be requisite; and

(c) that the Chargor does hereby release to the Chargee all of the Chargor's claims upon the Property.

8. TAXES

The Chargee has the option to require the Chargor to pay to the Chargee monthly on each payment date hereunder, 1/12th of the amount (as estimated by the Chargee) of all taxes, rates and assessments, municipal, local, parliamentary or otherwise, which affect the Property ("Taxes") payable within one year following the Chargee's request and the Chargor hereby authorizes the Chargee to remit such amounts to pay such Taxes. The Chargee shall pay interest to the Chargor, on the date or dates and at a rate or rates, from time to lime determined by the Chargee, on the amount of such payments by the Chargor to the Chargee from the date such payments are received by the Chargee until the Taxes are paid.

9. COSTS

Costs shall be forthwith due and payable by the Chargor to the Chargee and shall bear Interest until fully paid from the date the Chargor has received notice of such costs.

10. INSURANCE PROVISIONS

(a) In addition to the insurance provided for under the Standard Charge Terms, the Chargor, in accordance with the provisions of this paragraph, shall maintain insurance against the perils therein described on all chattels used on, in or about the Property and shall maintain boiler and machinery insurance, builder's risk insurance and such other insurance as may be reasonably required by the Chargee..

The fire insurance on the buildings and chattels on the Property shall contain a standard extended coverage endorsement of one hundred percent (100%) replacement cost or the full insurable value, whichever shall be the greater, but in no event less than the Principal Amount and shall contain the standard mortgage endorsement clause (IBC 3000). All policies must allow for partial occupancy.

The Chargor shall also maintain comprehensive public liability coverage for a minimum of FIVE MILLION DOLLARS ($5,000,000.00) per each occurrence. No insurance may be subject to a co-insurance clause.

(b) The Chargor shall provide upon the anniversary date of the Charge or at such further time or times as requested by the Chargee written evidence of the existence and continuation of the insurance as required by the Charge.

(c) In the event that evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to a servicing fee for each written enquiry which the Chargee shall make to the insurers pertaining to such renewal (or resulting from the Chargor' s non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage in accordance with this provision, the Chargee, in addition to the aforenoted servicing fee, shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

11. SALE OF PROPERTY

The Chargor covenants and agrees with the Chargee that in the event of the Chargor, conveying, transferring or transfer of title of the Property hereby charged to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not be unreasonably withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee, forthwith become due and payable. Upon the Chargor selling, conveying or transferring title of the Property and the Chargee providing approval thereof as aforesaid, and provided further that the Chargor shall pay the Chargee a fee for providing said approval, which fee shall be determined by the Chargee, in its sole discretion. Further the original Covenantor shall not be released upon the Chargee being satisfied of the financial capability of a new Covenantor assuming the obligations of the original Covenantor on behalf of the new Chargor.

12. RENEWAL

In the event that the Chargor fails to repay the principal and interest outstanding on the maturity date, or fails to accept a renewal offer tendered by the Chargee (for any reason not attributable to the Chargee) within 10 business days of the maturity date, this Charge shall be subject to a renewal fee of 3% of the outstanding principal balance, due and payable on the Balance Due Date and for a term being the lesser of (i) the then current term of this Charge and (ii) one year. Notwithstanding the foregoing, the Chargee shall not be obligated to offer any renewal or accept the renewal described above. All other terms and covenants under the existing mortgage shall continue to apply.

13. Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor sells, conveys, transfers, assigns or exercises a power of appointment with respect to the Property herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the Property herein described without first obtaining the consent in writing of the Chargee the entire principal sum and interest hereby secured shall, at the option of the Chargee, forthwith become due and payable.

14. ENVIRONMENTAL CLAUSE

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee or its agent, enter upon the Property to inspect the land and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee or its agent may enter upon the Property to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee or its agent and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Interest Rate, shall be payable by the

Chargor forthwith and shall be a charge upon the Property. The exercise of any of the powers enumerated in this clause shall not deem the Chargee or its agent to be in possession, management or control of the Property.

15. DANGEROUS SUBSTANCES

To the best of the Chargor's knowledge:

a) The Properties have never been used for the storage of waste, or as a waste disposal site as such terms are defined in the Environmental Protection Act (Ontario) R.S.O 1990.

b) The Properties have not been used for storage of nor does it contain any monochlorinated or polychlorinated biphenyl ("P.C.B.'s") or any substances that contain on or more of them, or any substances classified as P.C.B.'s

c) There are no hazardous or toxic products or waste substances in or on the Property.

d) The Chargor is not now and on closing shall not be in breach of any provision of the EPA or of any requirement or policy of any other relevant Government authority as may apply to the Property, the Chargor's use of the Property, or the Purchaser's intended use of the Property.

16. HAZARDOUS WASTE

In consideration of the advance of funds by the Chargee, the Chargor and the Covenantor hereby agree that, in addition to any liability imposed on the Chargor and Covenantor under any instrument evidencing or securing the loan indebtedness, the Chargor and Covenantor shall be jointly and severally liable for any and all of the costs, expenses, damages or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Charge and any other existing obligations of the Chargor and Covenantor to the Chargee in respect of the Charge and any other exercise by the Chargee of any remedies available to it for any default under the Charge.

17. CONSTRUCTION LIEN ACT

Provided also that upon the registration of any construction lien against title to the Property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or the payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

18. CONSTRUCTION LOAN

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

(a) The Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors must be approved by the Chargee and which approval shall not be unreasonably withheld;

(b) That the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction;

(c) Provided that should the servicing and construction on the said lands cease for any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor expected), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have respect to collection of principal and interest hereunder or at law;

(d) At the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed;

(e) All advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which Certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such Certificates shall further certify that such completed construction and/or servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services;

(f) At all times there shall be sufficient funds unadvanced under this Charge to complete the construction as well as a holdback of ten (10%) with respect to work already completed.

19. PROPERTY MANAGEMENT

The Chargor shall maintain at all times professional property management for the Property acceptable to the Chargee. Any change in the Property management of the Property shall be subject to the prior approval of the Chargee, both as to the manager and the terms and conditions of the management agreement, such approval not to be unreasonably withheld.

20. INSPECTION

The Chargee, its agents and employees shall have the right to enter upon the Property at all reasonable times to inspect and the reasonable costs of such inspections shall be forthwith payable by the Chargor to the Chargee.

21. SURVIVAL OF COMMITMENT LETTER

The agreements, covenants, representations, warranties, provisions and stipulations (in this section collectively referred to as "provisions") contained in the Commitment Letter form an integral part of the Charge and all such provisions shall be deemed to be contained in the Charge and have the same force and effect as if they were fully set forth herein. To the extent that any provision or provisions of the Commitment Letter conflict with any provision or provisions of the Charge, the Commitment Letter shall prevail.

22. SUBSEQUENT FINANCING

The Chargor agrees that no subsequent encumbrances may be placed on the Property without the prior written consent of the Chargee.

23. EVENTS OF DEFAULT

The Chargor at the sole option of the Chargee shall be in default under the Charge if any one or more of the following events of default (an "Event of Default") occurs at any time or times prior to registration of a complete discharge of the Charge:

(a) the failure of the Chargor to make any payment of principal or interest as it comes due;

(b) the Chargor defaults under any one or more of the covenants, conditions, terms, agreements, provisions and obligations contained in the Charge to be kept, observed and performed by the Chargor or any proceedings commenced under the Companies' Creditors Arrangement Act or other legislation;

(c) the Chargor becomes insolvent, bankrupt or a trustee in bankruptcy is appointed for the Chargor or the Chargor makes a general assignment for the benefit of creditors or goes into liquidation either voluntarily or under an order of the court of competent jurisdiction or otherwise acknowledges his insolvency;

(d) the appointment of a Receiver or Receiver manger of the Chargor or the Property;

(e) any person seizes any rents from the Property, possession of the Property, the registration of any lien or similar action taken by any creditor of the Chargor;

(f) there is shown to be any discrepancy or inaccuracy in any written information, statement, warranty or representations made or furnished to the Chargee by or on behalf of the Chargor or Covenantor with respect to the Property or the Chargor's or any Covenantor's financial condition and if such discrepancies or inaccuracies are material in the opinion of the Chargee;

(g) any charge or encumbrance affecting the Property is in default;

(h) the Chargor obtains subsequent financing or refinancing of the Property without the prior written consent of the Chargee;

(i) the Chargor defaults under any one or more covenants, conditions, terms, agreements, provisions and obligations contained in any document, including the Environmental Indemnity delivered by the Chargor to the Chargee contemporaneously with this Charge, submitted to the Chargee by or on behalf of the Chargor in connection with the Charge;

(j) upon the death of the Chargor or one or more of the Chargors;

(k) The Chargor abandons the Property or the Property remains vacant for a period of thirty (30) Days;

(l) any material changes, additions or alterations are made to the Property, including material changes in usage, without the prior written consent of the Chargee; or

If any of the foregoing Events of Default shall occur then, notwithstanding the provisions of any other agreement between the Chargor and the Chargee and at the option of the Chargee, the whole of the Principal Amount and Interest and all other amounts payable hereunder shall immediately become due and payable and the Chargee shall be relieved of any further obligations to advance monies to the Chargor. If an Event of Default or any breach of the terms of this Charge or the Commitment Letter is waived implicitly or explicitly by the Chargee, such waiver shall not operate as a waiver of any other, further or continuation of the same breach or Event of Default.

24. RIGHT TO DISTRAIN

The Chargee may distrain for arrears of any portion of the Principal Amount, Interest or any other amounts due and unpaid hereunder. The Chargor waives all rights to claim exemption and confirms that there is no limit in the amount for which the Chargee may distrain.

25. APPOINTMENT OF RECEIVER

(a) At any time after the security hereby constituted becomes enforceable, or the Principal Amount shall have become payable, the Chargee may from time to time appoint by writing a Receiver or a Receiver-Manager, as it shall elect (hereinafter called "Receiver"), with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers:

(i) To take possession of the Property and to collect and get in the same and for such purpose to enter into and upon any lands, buildings and premises wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;

(ii) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Property of the Chargor;

(iii) To sell or lease or concur in selling or leasing any or all of the Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;

(iv) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of the Charge and to exchange any part or part of the Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;

(v) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Property in such amounts as the Receiver may
from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Property in priority to the Charge;

(vi) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Property to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceedings or action then pending or thereafter instituted and to appeal any suit, proceeding or action;

(vii) To execute and deliver to the purchaser of any part or parts of the Property, good and sufficient transfer or transfers for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such transfer or transfers, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the Property or any part thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided.

(b) It is agreed that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under the Chargor, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

(c) The revenue of the business of the Chargor and the net proceeds of any sale of the Property or part or parts thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to the Charge:

(i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;

(ii) Secondly, in payment of all Costs;

(iii) Thirdly, in payment to the Chargee of the Principal Amount hereunder;

(iv) Fourthly, in payment to the Chargee of all Interest, arrears of Interest and any other monies remaining unpaid hereunder;

(v) Fifthly, any surplus shall be paid to the Charger provided that, in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

(d) The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own negligence or willful default; and he shall, when so appointed by notice in writing pursuant hereto, be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

26. CHARGEE NOT A CHARGEE IN POSSESSION

It is agreed that the Chargee, in exercising any of its rights under the Charge, shall be deemed not to be a chargee in possession or a mortgagee in possession of the Property.

27. SPECIFIC ASSIGNMENT OF LEASES

As further security for the Charge, the Chargor covenants and agrees to grant to the Chargee upon thirty (30) days prior written notice from the Chargee to the Chargor, a specific assignment of any lease or leases of part or all of the Property.

28. ADDITIONAL SECURITY

In the event that the Chargee, in addition to the Property, holds or shall hold, in the future, further security on account of the Principal Amount, it is agreed that no single or partial exercise of any of the Chargee's powers under the Charge or any of such further security (the Charge and any such further security are hereinafter together referred to as the "Security"), shall preclude other and further exercise of any other right, power or remedy pursuant to the Security. The

Chargee shall at all times have the right to proceed against all, any or any portion of the Security in such order and in such a manner as the Chargee shall, in the Chargee's sole and unfettered discretion, deem fit without waiving any rights which the Chargee might have with respect to the Security and the exercise of any such powers or remedies from time to time shall in no way affect the liability of the Chargor under the remaining Security.

29. FINANCIAL STATEMENTS

As long as there is any amount owing by the Chargor to the Chargee pursuant to the Charge, the Chargor shall deliver to the Chargee:

(a) within 120 days after the end of each fiscal year of the Chargor, or within 120 days after the end of each calendar year, if applicable or if the Chargor is an individual, or more often if requested by the Chargee, review engagement financial statements of the Chargor including a separate income and expense statement for the Property, an operating statement and an updated rent roll containing relevant lease terms for the Property, all satisfactory to the Chargee in form and content;

(b) a review engagement financial statement within 120 days after the end of each fiscal year of each corporate Covenantor, or more often if requested by the Chargee, and, in the case of each individual Covenantor, a personal net worth statement within 120 days after the end of each calendar year, or more often, if requested by the Chargee, such statements to be in form and content satisfactory to the Chargee; and

(c) as soon as reasonably possible, such further information as the Chargee may reasonably require from time to time.

30. FURTHER ASSURANCES

The Chargor shall, at any time and from time to time, make, execute and deliver or cause to be made, executed and delivered to the Chargee such further and other reasonable acts, deeds, mortgages, charges, conveyances and assurances as may be required to fully and essentially carry out the true intention and meaning of the Charge and the costs to the Chargee, if any, of obtaining such further assurances shall be forthwith paid by the Chargor to the Chargee. No amendment, approval, waiver or consent relating to this Charge shall be valid unless same is in writing and executed by the Chargee.

31. PAYMENT AFTER DEFAULT

In the case of an Event of Default or the amount secured hereunder is not paid at the time or times provided herein, the Chargee shall not be required to accept payment in satisfaction of the outstanding Principal Amount without, in addition to all monies payable under the Charge, a bonus equal to 3 months' Interest on the Principal Amount outstanding. The Charger shall not be entitled to a discharge of the Charge without payment of such bonus or 3 months' written notice of such payment in lieu thereof. Nothing in this section shall, however, affect or limit the right of the Chargee to recover by action or otherwise the Principal Amount in arrears.

32. ASSIGNMENT OF CONDOMINIUM VOTING RIGHTS

In the event that the property or any part thereof is or becomes a unit within a Condominium Corporation, the Chargee shall have all rights to vote on all matters relating to the said Condominium Corporation, in the place of and on behalf of the Chargor, and the Chargor hereby assigns unto the Chargee all such voting rights.
In the event that the property or any part thereof is or becomes a common Element Condominium Corporation, the Chargee shall have all rights to vote on all matters relating to the said Common Element Condominium Corporation in the place of and on behalf of the Chargor, to the extent that the Chargor would have such rights, and the Chargor hereby assigns unto the Chargee all such voting rights.

The Chargor agrees that the voting control of the Chargor shall not change during the currency of this loan without the prior written consent of the Chargee.

33. ASSIGNMENT BY CHARGEE

The Chargee may assign or syndicate the loan for which this Charge is security without the consent of the Chargor.

34. PAYMENTS AND FEES

To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:

(a) Missed or late payment fee (payable for each missed or late installment and for processing each "NSF" cheque or other returned payment) $200.00

PROVIDED that if any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's Bank) to the amount owing on the Mortgage.

(b) Insurance - An insurance default fee of $200.00 for cancelled insurance and an insurance placement fee of *$250.00* in addition to the insurance premium.

(c) Taxes - for tax status inquiry $200.00 plus cost of municipal tax certificate.

(d) Default proceedings (payable for each action or proceeding instituted) $1,000.00.

(e) Mortgage Statements (for preparation of each Statement) $250.00.

(f) Discharge Statement and Administration fee - *$450.00. Exclusive of legal and registration fees*

(g) Property Inspection Fee - $200.00 per inspection

(h) Property Administration Fee for administering maintenance and security of the Property while in the Chargee's possession. $100.00 per day

(i) In the Event of Default herein, the Chargee or its appointee will be appointed as the Chargee's Manager, at the Chargee's discretion and will be entitled to a fee of $200.00 per hour for its services and such fee will be charged to the Chargor's account, and added to the amount owing under this Charge.

35. POST-DATED CHEQUES

The Chargor shall deliver to each Chargee(s) on each anniversary of this Charge, twelve (12) posted-dated cheques in the monthly payment amount for the ensuing year, or until expiry of the Loan hereof if one (1) year or less.

36. PREPAYMENT PROVISIONS

If the Charge is not in default, the Chargor shall have the right or repaying the whole amount hereby secured upon thirty (30) days written notice by the Mortgagor to the Mortgagee and further upon payment of one month's interest on the amount so prepaid as a bonus.

37. VALIDITY OF PROVISIONS

If any provision of the Charge is held to any extent invalid or unenforceable, the remainder of the Charge shall not be affected and shall remain valid and enforceable. In the event of a conflict between the terms or provisions herein and the terms of any covenant, agreement or other document given by the Chargor in respect of this Charge, the Chargee shall elect which provisions apply.

38. TIME OF THE ESSENCE

Time shall be of the essence in all mailers relating to the Charge.

39. INTERPRETATION AND HEADINGS

Wherever in the Charge the singular or masculine is used, the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require. The headings do not form part of the Charge and have been inserted for convenience of reference only.

LRO # 80 **Transfer Of Charge** **Registered as AT4556307** on 2017 05 04 at 09:37

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

Properties

PIN 11382 - 0412 LT

Description UNIT 3, LEVEL 30, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 SUITE
2045 LAKESHORE BLVD. WEST
TORONTO

PIN 11382 - 0754 LT

Description UNIT 97, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 UNIT
2045 LAKESHORE BLVD. WEST
TORONTO

PIN 11382 - 0755 LT

Description UNIT 98, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 UNIT
2045 LAKESHORE BLVD. WEST
TORONTO

Source Instruments

Registration No.	*Date*	*Type of Instrument*
AT3952191	2015 07 20	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name THE BANK OF NOVA SCOTIA TRUST COMPANY

Address for Service 130 King Street West
20th Floor
Toronto, Ontario
M5X 1K1

I, David MacBeth, Director and I, George Elliot, Executive Trust Manager, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Transferee(s) *Capacity* *Share*

Name RIDGESTAR DEVELOPMENTS INC.

Address for Service 24 Elm Ridge Drive
Toronto, Ontario
M6B 1A3

Statements

The chargee transfers the selected charge for $408,000.00
This document relates to registration number(s)AT3952191

Signed By

Lawrence Zimmerman 3338 Dufferin St. Toronto M6A 3A4 acting for Transferor(s) Signed 2017 05 04

Tel 416-489-8422

Fax 416-489-6222

I have the authority to sign and register the document on behalf of all parties to the document.

Signed By

Lawrence Zimmerman	3338 Dufferin St. Toronto M6A 3A4	acting for Transferee(s)	Signed	2017 05 04

Tel 416-489-8422

Fax 416-489-6222

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE	3338 Dufferin St. Toronto M6A 3A4	2017 05 04

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	$63.35
Total Paid	$63.35

Properties

PIN 11382 - 0412 LT

Description UNIT 3, LEVEL 30, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE `A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 SUITE
2045 LAKESHORE BLVD. WEST
TORONTO

PIN 11382 - 0754 LT

Description UNIT 97, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE `A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 UNIT
2045 LAKESHORE BLVD. WEST
TORONTO

PIN 11382 - 0755 LT

Description UNIT 98, LEVEL B, YORK CONDOMINIUM PLAN NO. 382, PT LOT 24 PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 20, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE `A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE , CITY OF TORONTO

Address 3103 UNIT
2045 LAKESHORE BLVD. WEST
TORONTO

Source Instruments

Registration No.	*Date*	*Type of Instrument*
AT3952191	2015 07 20	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name B. & M. HANDELMAN INVESTMENTS LTD.
Address for Service 620 Wilson Avenue, Suite 150, Toronto,
Ontario M3K 1Z3
c/o 1670 Bayview
Avenue, Suite 400, Toronto, Ontario
M4G 3C2

I, Stephen Handelman, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Name MACKENZIE, INGRID
Address for Service 5058 Dunbar Street Vancouver, British
Columbia V6N 1V6
c/o 1670 Bayview
Avenue, Suite 400, Toronto, Ontario
M4G 3C2

This document is not authorized under Power of Attorney by this party.

Name RIDGESTAR DEVELOPMENTS INC.
Address for Service 24 Elm Ridge Drive
Toronto, Ontario

M6B 1A3

I, Anne Kligerman, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s) *Capacity* *Share*

Name MONEY GATE MORTGAGE INVESTMENT
CORPORATION

Address for Service Unit 301-1595 16th Avenue
Richmond Hill, Ontario

Statements

The chargee transfers the selected charge for $765,326.34

The chargee transfers 100% of the selected charge.

This document relates to registration number(s)AT3952191

Signed By

Lawrence Zimmerman	3338 Dufferin St. Toronto M6A 3A4	acting for Transferor(s)	Signed	2018 10 18

Tel 416-489-8422

Fax 416-489-6222

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

Stephen Andrew A. Poquiz	145 Traders Blvd. East, Unit 8A Mississauga L4Z 3L3	acting for Transferee(s)	Signed	2018 10 18

Tel 647-499-4335

Fax 647-499-4308

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

Submitted By

Poquiz Tran LLP	145 Traders Blvd. East, Unit 8A Mississauga L4Z 3L3	2018 10 18

Tel 647-499-4335

Fax 647-499-4308

Fees/Taxes/Payment

Statutory Registration Fee	$63.65
Total Paid	$63.65

File Number

Transferor Client File Number : 15-1041 / MJ

Exhibit "**O**" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Maya Poliak

From:	Maya Poliak
Sent:	Wednesday, May 08, 2019 12:01 AM
To:	Eli Karp
Cc:	Brian Shiller
Subject:	MGMIC Mortgage registered against the Lake Shore Property

Eli,

We are counsel for Grant Thornton Limited in its capacity as the Court appointed receiver of Money Gate Mortgage Investment Corporation ("**MGMIC**").

As you are aware, MGMIC holds the following mortgages against the property municipally known as 2045 Lake Shore Blvd. West, Unit 3103, Toronto Ontario (the "**Lake Shore Property**"):

1) A first ranking mortgage in the principal amount of $725,000 which matured on August 1, 2018; and
2) A second ranking mortgage in the principal amount of $665,000 which matured in February 2016.

You have previously advised me that you and Mr. Shiller represent the registered owner of the Lake Shore Property, 2339545 Ontario Inc. ("**233**")

MGMIC commenced enforcement proceedings in respect of the second mortgage. Those proceedings are the subject matter of litigation. A summary judgment motion has been scheduled for July 18, 2019 in that proceeding.

The first mortgage matured on August 1, 2018 and has not been repaid. Furthermore, 233 has not made any interest payments since October 18, 2018.

Please be advised that the Receiver on behalf of MGMIC will agree to forbear its enforcement of the first mortgage until the summary judgment motion in respect of the second mortgage is finally adjudicated on the condition that 233 forthwith pays to the Receiver interest arrears on the first mortgage together with late fees and continues to make interest payments until the forbearance period is terminated. I am advised by the Receiver that as of April 18, 2019, $33,726.37 is owing under the first mortgage for interest arrears and late fees accrued from October 18, 2018. I am also advised that interest payments in the amount of $5,421.06 are due on the 18th day of each month.

Please advise if the proposed forbearance terms are acceptable to your clients by no later than May 10, 2019.

Sincerely,

Maya Poliak
Partner
Direct Tel: 416.218.1161
Direct Fax: 416.218.1844
Email: Maya@chaitons.com

5000 Yonge St, 10th Floor, Toronto, Ontario, Canada, M2N 7E9

Exhibit "**P**" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited,
Expires March 30, 2020.

Maya Poliak

From: Eli Karp <ek@djdlaw.ca>
Sent: Wednesday, May 15, 2019 6:11 PM
To: Maya Poliak
Subject: Re: MGMIC Mortgage registered against the Lake Shore Property

Maya
Apologies for the delayed response i have been dealing with an urgent injunction and this slipped my mind

My clients agree to your proposal and will pay the mortgage going forward on the 18 of the month.

I will advise when they are in a position to pay the outstanding arrears, which they intend to pay in the near term

On Wed, May 8, 2019, 12:00 AM Maya Poliak, <Maya@chaitons.com> wrote:

Eli,

We are counsel for Grant Thornton Limited in its capacity as the Court appointed receiver of Money Gate Mortgage Investment Corporation ("**MGMIC**").

As you are aware, MGMIC holds the following mortgages against the property municipally known as 2045 Lake Shore Blvd. West, Unit 3103, Toronto Ontario (the "**Lake Shore Property**"):

1. A first ranking mortgage in the principal amount of $725,000 which matured on August 1, 2018; and
2. A second ranking mortgage in the principal amount of $665,000 which matured in February 2016.

You have previously advised me that you and Mr. Shiller represent the registered owner of the Lake Shore Property, 2339545 Ontario Inc. ("**233**")

MGMIC commenced enforcement proceedings in respect of the second mortgage. Those proceedings are the subject matter of litigation. A summary judgment motion has been scheduled for July 18, 2019 in that proceeding.

The first mortgage matured on August 1, 2018 and has not been repaid. Furthermore, 233 has not made any interest payments since October 18, 2018.

Please be advised that the Receiver on behalf of MGMIC will agree to forbear its enforcement of the first mortgage until the summary judgment motion in respect of the second mortgage is finally adjudicated on the condition that 233 forthwith pays to the Receiver interest arrears on the first mortgage together with late fees and continues to make interest payments until the forbearance period is terminated. I am advised by the Receiver that as of April 18, 2019, $33,726.37 is owing under the first mortgage for interest arrears and late fees accrued from October 18, 2018. I am also advised that interest payments in the amount of $5,421.06 are due on the 18th day of each month.

Please advise if the proposed forbearance terms are acceptable to your clients by no later than May 10, 2019.

Sincerely,

Maya Poliak
Partner
Direct Tel: 416.218.1161
Direct Fax: 416.218.1844
Email: Maya@chaitons.com

5000 Yonge St, 10th Floor, Toronto, Ontario, Canada, M2N 7E9

Exhibit "**Q**" to the Affidavit of Jonathan Krieger, sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Lynda Christodoulou

From:	Maya Poliak
Sent:	Thursday, June 06, 2019 11:46 AM
To:	Eli Karp
Cc:	Lynda Christodoulou
Subject:	RE: MGMIC Mortgage registered against the Lake Shore Property

Eli,

May I please hear from you on this. My clients are not prepared to continue to allow your clients to reside on the property mortgage free.

Maya Poliak
Partner | Chaitons LLP | Tel: 416.218.1161

From: Maya Poliak
Sent: Thursday, May 30, 2019 3:26 PM
To: Eli Karp <ek@djdlaw.ca>
Cc: Lynda Christodoulou <LyndaC@chaitons.com>
Subject: RE: MGMIC Mortgage registered against the Lake Shore Property
Importance: High

Thank you Eli,

Please arrange to have your clients make monthly mortgage payments by certified cheque or bank draft made payable to Grant Thornton Limited in its capacity as the Court appointed Receiver of Money Gate Mortgage Investment Corp. sent to the attention of Charles Skelton at the following address:

Grant Thornton Limited
11th Floor | 200 King Street West | Toronto | ON | M5H 3T4

I note that payment for the month of May was due on May 18, 2019. Please arrange with your clients to make payment for the month of May forthwith. In addition, we will require arrears to be brought up to date by June 30, 2019.

Please advise when payment for the month of May has been remitted to the Receiver.

Thank you,

Maya Poliak
Partner | Chaitons LLP | Tel: 416.218.1161

From: Eli Karp <ek@djdlaw.ca>
Sent: Wednesday, May 15, 2019 6:11 PM
To: Maya Poliak <Maya@chaitons.com>
Subject: Re: MGMIC Mortgage registered against the Lake Shore Property

Maya
Apologies for the delayed response i have been dealing with an urgent injunction and this slipped my mind

My clients agree to your proposal and will pay the mortgage going forward on the 18 of the month.

I will advise when they are in a position to pay the outstanding arrears, which they intend to pay in the near term

On Wed, May 8, 2019, 12:00 AM Maya Poliak, <Maya@chaitons.com> wrote:

Eli,

We are counsel for Grant Thornton Limited in its capacity as the Court appointed receiver of Money Gate Mortgage Investment Corporation ("**MGMIC**").

As you are aware, MGMIC holds the following mortgages against the property municipally known as 2045 Lake Shore Blvd. West, Unit 3103, Toronto Ontario (the "**Lake Shore Property**"):

1. A first ranking mortgage in the principal amount of $725,000 which matured on August 1, 2018; and
2. A second ranking mortgage in the principal amount of $665,000 which matured in February 2016.

You have previously advised me that you and Mr. Shiller represent the registered owner of the Lake Shore Property, 2339545 Ontario Inc. ("**233**")

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Please be advised that the Receiver on behalf of MGMIC will agree to forbear its enforcement of the first mortgage until the summary judgment motion in respect of the second mortgage is finally adjudicated on the condition that 233 forthwith pays to the Receiver interest arrears on the first mortgage together with late fees and continues to make interest payments until the forbearance period is terminated. I am advised by the Receiver that as of April 18, 2019,

$33,726.37 is owing under the first mortgage for interest arrears and late fees accrued from October 18, 2018. I am also advised that interest payments in the amount of $5,421.06 are due on the 18th day of each month.

Please advise if the proposed forbearance terms are acceptable to your clients by no later than May 10, 2019.

Sincerely,

Maya Poliak
Partner
Direct Tel: 416.218.1161
Direct Fax: 416.218.1844
Email: Maya@chaitons.com

5000 Yonge St, 10th Floor, Toronto, Ontario, Canada, M2N 7E9

Exhibit "**R**" to the Affidavit of Jonathan Krieger,
sworn before me this 24th day of September, 2019

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram,
a Commissioner, etc., Province of Ontario,
For Grant Thornton Limited.
Expires March 30, 2020.

Lynda Christodoulou

From: Lynda Christodoulou
Sent: Tuesday, August 20, 2019 4:38 PM
To: Eli Karp
Cc: Maya Poliak
Subject: Grant Thornton re: Money Gate
Attachments: Ltr To Atlas Capital (Aug 20 2019).pdf

Please find attached our correspondence to Atlas Capital dated August 20, 2019.

Regards,
Lynda

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9
www.chaitons.com

REPLY TO: MAYA POLIAK
FILE NO.: 31761
DIRECT: 416-218-1151
FAX: 416-218-1844
EMAIL: maya@chaitons.com

Chaitons LLP

August 20, 2019

VIA REGISTERED MAIL AND REGULAR MAIL

Atlas Capital Corporation (2013)
3230 Yonge Street, Suite 200
Toronto, Ontario
M4N 3P6

Courtesy Copy to Eli Karp via email to ek@djdlaw.ca

Re: ***Indebtedness of Atlas Capital Corporation (2013) (the "Borrower") to Money Gate Mortgage Investment Corporation ("MGMIC")***
Property Address: 2045 Lake Shore Blvd.,West, Unit 3103, Toronto, Ontario (the "Property")

Mortgage: Instrument No. AT3952191 transferred to MGMIC on October 18, 2018 pursuant to Transfer of Charge registered as Instrument No. AT4984729 (the "Mortgage")

Dear Sirs,

We are the lawyers for Grant Thornton Limited in its capacity as the Court appointed receiver of MGMIC (the "**Receiver**"). The Mortgage matured on August 1, 2018 and was due to be repaid in full. The entire amount secured is due and owing. This letter constitutes the final demand by the Receiver of the amounts owing under the Mortgage.

The Receiver hereby demands payment for $822,107.89 comprised as follows:

Principal as at August 23, 2019	$725,000.00
Interest to August 23, 2019	$73,851.64
Late Payment Fee	$2,400.00
3 months interest on the principal amount outstanding	$15406.25
Solicitors' cost and disbursements (including discharge and HST)	$5,000.00
Discharge fee	$450.00

Per diem: $185.09

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9
www.chaitons.com

Chaitons LLP

Unless you pay this amount (with applicable per diem) on or before Friday August 23, 2019 we will commence enforcement proceedings against you without further notice, which may include bringing an application to appoint GTL as receiver over the Property. Inspection costs and legal costs, which are included in the amount secured by the registered charge, will increase significantly after that date.

Kindly remit payment by certified cheque, bank draft or money order payable as follows:

Chaitons LLP, in trust	**$ 822,107.89**

Payment must be sent directly to Chaitons LLP by overnight courier or Canada Post overnight service to 5000 Yonge Street, 10th Floor, Toronto, Ontario M2N 7E9, to the attention of Maya Poliak.

Partial payments will not be accepted. Partial payments will be returned to you and legal proceedings will continue.

The Receiver will not grant any further extension of time for payment. Should you have any questions, please do not hesitate to contact Maya Poliak at telephone number (416) 218-1161.

Yours truly,
CHAITONS LLP

Maya Poliak
PARTNER

E.& O.E.
This statement is only valid until August 20, 2019
This statement records the balance as of the preparation date, taking into account all payments due on or before the effective date and assumes that all such payments have been made and honoured. If any such payments have not been made and honoured, or if any subsequent charges are processed, the figures given in this statement may not be relied upon and a new statement must be obtained. We will not provide a discharge of the mortgage until all these outstanding payments and charges have been made and honoured.

TAB 3

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	DAY, THE
	)	
JUSTICE	)	DAY OF OCTOBER, 2019

B E T W E E N:

GRANT THORNTON LIMITED, in its capacity as Court-appointed Receiver of MONEY GATE MORTGAGE INVESTMENT CORPORATION

Applicant

- and -

ATLAS CAPITAL CORPORATION (2013)

Respondent

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

ORDER

(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited as receiver (the "**Receiver**") without security, of the property owned by Atlas Capital Corporation (2013) (the "**Debtor**") municipally known as Unit 3103, 20145 Lake Shore Boulevard West, Toronto, Ontario and having the legal description set out in **Schedule "A"** hereto (the "**Real Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Jonathan Krieger sworn September 24, 2019 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and such other counsel listed on the Counsel Slip, no one else on the service list appearing although duly served as appears from the affidavits of service filed with the Court, and on reading the consent of Grant Thornton Limited to act as the Receiver,

APPOINTMENT

1. **THIS COURT ORDERS** that, pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed as Receiver, without security, of the Real Property.

RECEIVER'S POWERS

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

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

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

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

(d) to receive and collect all monies and accounts now owed or hereafter owing with respect to the Real Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(e) to settle, extend or compromise any indebtedness owing to the Debtor of the property with respect to the Real Property;

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

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

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

(i) to sell, convey, transfer, lease or assign the Real Property or any part or parts thereof with the approval of this Court, and notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

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

(k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Real Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

(n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor; and

(o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

4. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE REAL PROPERTY

7. **THIS COURT ORDERS** that no Proceeding against or in respect of the Real Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Real Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

10. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

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

RECEIVER TO HOLD FUNDS

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Real Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection*

Act, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Real Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

15. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Real Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Real Property in priority to all security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

18. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $75,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Real Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

24. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

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

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

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

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

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

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

SCHEDULE "A"

PIN:	11381-0412; LRO #66
Registered Owner:	Atlas Capital Corporation (2013)
Property Description:	UNIT 3, LEVEL 30, YORK CONDOMINIUM PLAN NO. 382, PT. LOT 24, PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 201, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE, CITY OF TORONTO

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

1. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "**Receiver**") of real property municipally known Unit 3103, 2045 Lake Shore Boulevard West, Toronto, Ontario (the "**Real Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated • (the "**Order**") made in an application having Court file number CV-•, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of ______________, 20__.

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

Per: ________________________________

Name:

Title:

GRANT THORNTON LIMITED, in its capacity as Court-appointed Receiver of MONEY GATE MORTGAGE INVESTMENT CORPORATION

Applicant

\- and -

ATLAS CAPITAL CORPORATION (2013)

Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER
(Appointing Receiver)

CHAITONS LLP
Barristers and Solicitors
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

Lawyers for the Applicant

TAB 4

~~Revised: January 21, 2014~~

Court File No. ————

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ———	)	~~WEEKDAY~~DAY, THE #
	)	
JUSTICE ———	)	DAY OF ~~MONTH~~OCTOBER, ~~20YR~~2019

B E T W E E N:

~~**PLAINTIFF**~~

~~Plaintiff~~

~~- and -~~

~~**DEFENDANT**~~

~~Defendant~~

~~**APPROVAL AND VESTING ORDER**~~

~~THIS MOTION, made by [RECEIVER'S NAME]~~**GRANT THORNTON LIMITED, in its capacity as ~~the~~ Court-appointed Receiver of MONEY GATE MORTGAGE INVESTMENT CORPORATION**

Applicant

- and -

ATLAS CAPITAL CORPORATION (2013)

Respondent

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited as receiver (the "**Receiver**") without security, of the ~~undertaking, property and assets of [DEBTOR] (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"),~~property owned by Atlas Capital Corporation (2013) (the "**Debtor**") municipally known as Unit 3103, 20145 Lake Shore Boulevard West, Toronto, Ontario and having the legal description set out in **Schedule "A"** hereto (the "**Real Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~Affidavit of Jonathan Krieger sworn September 24, 2019 and the Exhibits thereto, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person~~Applicant and such other counsel listed on the Counsel Slip, no one else on the service list~~,~~ appearing although ~~properly~~duly served as appears from the ~~affidavit of [NAME] sworn [DATE] filed[1]~~~~:~~affidavits of service filed with the Court, and on reading the consent of Grant Thornton Limited to act as the Receiver,

APPOINTMENT

~~[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

1. ~~THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,[2] and the execution of the Sale Agreement by the Receiver[3] is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.~~**THIS COURT ORDERS** that, pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed as Receiver, without security, of the Real Property.

RECEIVER'S POWERS

2. **THIS COURT ORDERS** ~~AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto][4] shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise~~

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[2] ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

[3] ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

[4] ~~To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

~~(collectively, the "Claims"[5]) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.~~that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Real Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

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

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

[5] ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

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

(d) to receive and collect all monies and accounts now owed or hereafter owing with respect to the Real Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(e) to settle, extend or compromise any indebtedness owing to the Debtor of the property with respect to the Real Property;

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

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

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

(i) to sell, convey, transfer, lease or assign the Real Property or any part or parts thereof with the approval of this Court, and notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

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

(k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Real Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

(n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor; and

(o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. **THIS COURT ORDERS** that ~~upon the registration in the Land Registry Office for the [Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION} of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]~~[6]~~, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~(i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Real Property in such Person's possession or control, shall grant immediate and continued access to the Real Property to the Receiver, and shall deliver all such Real Property to the Receiver upon the Receiver's request.

[6] ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

4. ~~THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds[7] from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale[8], as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.~~**THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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[7] ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

[8] ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

5. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE REAL PROPERTY

7. **THIS COURT ORDERS** that no Proceeding against or in respect of the Real Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Real Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

10. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

PIPEDA

12. ~~6.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver ~~is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser~~shall

disclose personal information of identifiable individuals to prospective purchasers or bidders for the Real Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Real Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and ~~shall be entitled~~limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Real Property shall be entitled to continue to use the personal information provided to it, and related to the Real Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor~~.~~, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

~~7. THIS COURT ORDERS that, notwithstanding:~~

~~(a) the pendency of these proceedings;~~

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Real Property that might be environmentally contaminated, might be a

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

15. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to

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

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

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

FUNDING OF THE RECEIVERSHIP

18. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $75,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Real Property shall be

and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

22. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for

substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol.

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

24. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

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

26. ~~the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~**THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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

28. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located,

for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

~~Revised: January 21, 2014~~

~~Schedule A – Form of Receiver's Certificate~~SCHEDULE "A"

~~Court File No.__________~~

~~ONTARIO~~

~~SUPERIOR COURT OF JUSTICE~~

~~COMMERCIAL LIST~~

~~B E T W E E N:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~– and –~~

~~DEFENDANT~~

~~Defendant~~

PIN:	11381-0412; LRO #66
Registered Owner:	Atlas Capital Corporation (2013)
Property Description:	UNIT 3, LEVEL 30, YORK CONDOMINIUM PLAN NO. 382, PT. LOT 24, PLAN 1176 & PT WATER LOT IN FRONT OF LOT F BROKEN FRONT RANGE E ON LAKE ONTARIO PTS 1 TO 3, 8, 19, 201, 29, 30, 31A, 31C, 32A, 32C, 33, 34, 35B 66R9423 AS IN SCHEDULE 'A' OF DECLARATION B577469 AMENDED BY B807719; S/T B995378 TO B995380; T/W B995374 TO B995377 ETOBICOKE, CITY OF TORONTO

SCHEDULE "B"

RECEIVER~~'S~~ CERTIFICATE

~~RECITALS~~

~~A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as~~

CERTIFICATE NO. ________________

AMOUNT $ ____________________

1. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "**Receiver**") of ~~the undertaking, property and assets of [DEBTOR] (the "Debtor").~~

~~B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section • of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.~~

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

~~THE RECEIVER CERTIFIES the following:~~

~~1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;~~

~~2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and~~

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

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

real property municipally known Unit 3103, 2045 Lake Shore Boulevard West, Toronto, Ontario (the "**Real Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated ● (the "**Order**") made in an application having Court file number CV-●, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $ __________, being part of the total principal sum of $ __________ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ______ day of ______________, 20__.

~~[NAME OF RECEIVER],~~GRANT THORNTON LIMITED, solely in its capacity as Receiver of the ~~undertaking, property and assets of [DEBTOR]~~Real Property, and not in its personal capacity

Per: ______________________________

Name:

Title:

~~Revised: January 21, 2014~~

GRANT THORNTON LIMITED, in its capacity as Court-appointed Receiver of MONEY GATE MORTGAGE INVESTMENT CORPORATION	- and -	ATLAS CAPITAL CORPORATION (2013)
Applicant		Respondent

Court File No.:

~~Schedule B – Purchased Assets~~

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

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

~~**(unaffected by the Vesting Order)**~~

	ONTARIO **SUPERIOR COURT OF JUSTICE** **(COMMERCIAL LIST)** Proceedings commenced at TORONTO
	ORDER (Appointing Receiver)
	CHAITONS LLP Barristers and Solicitors 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 **Lawyers for the Applicant**

GRANT THORNTON LIMITED, et. al. -and- ATLAS CAPTIAL CORPORATION (2013)

Applicant

Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

APPLICATION RECORD

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

Maya Poliak (54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844

Lawyers for the Court-appointed Receiver, Grant Thornton Limited