

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

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

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

**SUPPLEMENTAL MOTION RECORD
(Returnable January 17, 2023)**

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

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**Lawyers for the Court-appointed
Receiver of Money Gate Mortgage
Investment Corporation**

TO: SERVICE LIST

SERVICE LIST
(January 4, 2023)

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LEVINE SHERKIN BOUSSIDAN 23 Lesmill Road, Suite 300 Toronto, ON M3B 3P6 Mitch Wine Tel: (416) 224-2400 Email: mwine@MSTWLaw.com Lawyers for Roman Turlo and 2384419 Ontario Inc.	YIGAL RIFKIND 4750 Yonge Street, Suite 310 North York, ON M2N 0JP Tel: (416) 222-4597 Email: yigal@yigalrifkind.com Counsel for Bitra Gharaffi
C. ESPOSITO & ASSOCIATES LIMITED 65 Front Street West, Suite 415 Toronto, ON M5J 1E6 Tel: (416) 364-3135 / (416) 709-1073 (Re: Court File No.: CV-18-00605202-0000 & CV-18-00607012-0000)	CARLO ESPOSITO 1922 Parkside Drive Pickering, ON L1V 3N5 Tel: (416) 709-1073 (Re: Court File No.: CV-18-00605202-0000 & CV-18-00607012-0000)

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

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

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TAB 1

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

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

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

AMENDED NOTICE OF MOTION

GRANT THORNTON LIMITED (“GTL”), in its capacity as Court-appointed receiver (“**Receiver**”) of Money Gate Mortgage Investment Corporation (“**MGMIC**”), will make a motion to a Judge of the Commercial List on ~~Thursday, December 1, 2022, at 11:00 a.m.~~ Tuesday, January 17, 2023, at 10:00 a.m., or as soon after that time as the motion can be heard by judicial teleconference via Zoom. Zoom details will be provided closer to the hearing date. Please advise if you intend to join the motion by emailing Maya Poliak at maya@chaitons.com by no later than 5:00 p.m. on ~~November 25, 2022~~ January 11, 2023 with the following details: (i) the name of the legal counsel attending and his/her email address; (ii) the client’s name; and (iii) a summary of the position that the party in attendance intends to take on the motion.

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

THE MOTION IS FOR:

1. an order: approving the Minutes of Settlement dated September 22, 2022 between Troy Edward Thomas Wilson (“**Wilson**”) and the Receiver, as amended by the Amendment to the Minutes of Settlement dated November 18, 2022, and Second Amendment to Minutes of Settlement dated December 16, 2022 (collectively, the “**Minutes of Settlement**”) attached as “~~Confidential Appendix 1~~” to the Receiver’s Sixth Report to the Court dated November 22, 2022 (the “~~Sixth Report~~”) Exhibit “B” to the Affidavit of Amanda Werger, sworn on January 3, 2023; and

(a) ~~sealing Confidential Appendix 1 to the Sixth Report until a further order of the Court; and~~
2. such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background and status of this proceeding

3. MGMIC carried on business as a mortgage investment corporation. Between August 2014 and April 2017, MGMIC raised approximately \$11 million from approximately 155 investors through the sale of preferred shares of MGMIC. Those investments were pooled and loaned to borrowers on secured basis or were used to acquire an interest in existing mortgages.
4. Morteza (Ben) Katebian and Payam Katebian (collectively, the “**Katebians**”) are the sole directors and officers of MGMIC.

5. On November 6, 2018, on an application by the Ontario Securities Commission pursuant to sections 126 and 129 of the *Securities Act*, GTL was appointed as Receiver of the property, assets and undertakings of MGMIC pursuant to the terms of order of Mr. Justice Hailey, as amended (the “**Receivership Order**”). At the time of the Receiver’s appointment, MGMIC’s portfolio consisted of nine mortgages registered against seven properties located across the Province of Ontario (the “**MGMIC Mortgages**” and each an “**MGMIC Mortgage**”).
6. In its past reports with the Court, the Receiver set out a detailed update on the status of the Receiver’s enforcement and recovery efforts with respect to each MGMIC Mortgage. As at the date of the Sixth Report, the Receiver completed its recovery efforts with respect to six out of the nine MGMIC Mortgages.

Remaining MGMIC Mortgages

7. The following MGMIC Mortgages remain outstanding as at the date of the Sixth Report:

Property	Municipal Address	First Mortgage	Second Mortgage
“Timiskaming Property”	1107 Lakeshore Rd S. Timiskaming Shores	\$ 435,000	\$ 3,475,000
“Timmins Property”	5355 Highway 101 W. Timmins	2,372,500	-

8. As described in greater detail in the Sixth Report, the Timiskaming Property and the Timmins Property each have substantial environmental issues. The Receiver obtained appraisals of each of these properties, which have been filed with this Court on confidential

basis. Based on the valuations of these properties and their environmental issues, the Receiver has decided not to take any enforcement steps with respect to these mortgages.

Action Against Wilson and Minutes of Settlement

9. Canadian Land Corporation (“CLC”) is the registered owner of the Timmins Property. At all relevant times, Wilson was the director of CLC. The Receiver understands that CLC is owned director or indirectly by Arash Misaghi and/or his wife, who is Wilson’s associate.
10. Following its appointment, the Receiver obtained copies of the loan and security documents in connection with the mortgage against the Timmins Property, all of which appear to be signed by Wilson in his capacity as director of CLC.
11. On October 23, 2020, the Receiver commenced an action against Wilson for the enforcement of his guarantee. Wilson defended the Receiver’s actions and alleged that the loan and security documents relied on by the Receiver are products of forgery by the Katebians. Wilson also commenced a third-party claim against the Katebians for contribution and indemnity.
12. Counsel for the Receiver and Wilson engaged in lengthy settlement negotiations which culminated in the Minutes of Settlement.
13. ~~The Minutes of Settlement require that the agreement and the accompanying documents be kept confidential. Accordingly, the Receiver seeks an order sealing the Minutes of Settlement pending a further order of the Court.~~
14. ~~Notwithstanding, the confidentiality requirement, t~~The following summary of the Minutes

of Settlement is provided to allow MGMIC's stakeholders the opportunity to evaluate the commercial reasonableness of the proposed settlement:

- (a) Wilson shall pay to the Receiver a one-time lump sum payment of One Hundred and Seventy Five Thousand Dollars (\$175,000.00) by January 31, 2023 (the "**Settlement Amount**");
 - (b) Following the receipt of the payment, the Receiver will assign to Wilson, or as otherwise directed, the Timmins Mortgage and the mortgages in favour of MGMIC registered against the Timiskaming Property;
 - (c) Wilson provided to the Receiver an executed Consent to Judgment for the full amount claimed by the Receiver in the Action, which can be utilized by the Receiver if payment of the settlement amount is not received by January 31, 2023;
 - (d) If payment is received, Wilson by January 31, 2023, the Receiver will obtain an order dismissing the Action against Wilson on a without cost basis. Once the Receiver obtained an order dismissing the Action, Wilson shall immediately obtain an order dismissing the Third-Party Claim on a without cost basis.
 - (e) The Minutes of Settlement are conditional upon the approval of this Court in MGMIC's receivership proceeding.
15. The Action and the Mortgages against the Timmins Property and the Timiskaming Property represent the last remaining assets of MGMIC. If the Settlement Amount is paid in a manner required by the Minutes of Settlement and the Action is dismissed on a without cost basis, the Receiver will complete final distributions to MGMIC's stakeholders and

bring a motion for an order discharging and releasing the Receiver.

16. The Receiver believes that the Minutes of Settlement represent a reasonable and commercial settlement in the circumstances and recommends that the Court approve them for, among others, the following reasons:

- (a) the allegations of fraud against the Katebians and Mehta and the Third-Party Claim raise difficulties in prosecuting the Action in a summary cost effective manner;
- (b) the environmental issues with the Timmins Property and the Timiskaming Property have rendered MGMIC's mortgages registered against those properties unrecoverable;
- (c) The Settlement Amount is reasonable when taking into account the risks and costs associated with litigating the Action to completion and the prospect of recovery of judgment even if the Receiver is successful in the Action; and
- (d) the Minutes of Settlement provide a cost-effective resolution of the Action and certainty of recovery for MGMIC stakeholders;

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

- 1. The Sixth Report and the Appendices attached thereto; ~~and~~
- 2. The Affidavit of Amanda Werger, sworn on January 3, 2023; and
- 3. Such further and other evidence as counsel may advise and this Honourable Court may permit.

~~November 22, 2022~~ January 3, 2023

CHAITONS LLP

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

Maya Poliak (LSO #54100A)

Tel: (416) 218-1161

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Email: maya@chaitons.com

**Lawyers for the Court-appointed
Receiver of Money Gate Mortgage
Investment Corporation**

ONTARIO SECURITIES COMMISSION

- and -

**MONEY GATE MORTGAGE INVESTMENT
CORPORATION**

Applicant

Respondent

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

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

Proceedings commenced at TORONTO

**AMENDED NOTICE OF
MOTION**

(January 17, 2023)

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**

TAB 2

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

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

MONEY GATE MORTGAGE INVESTMENT CORPORATION

Respondent

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

AFFIDAVIT OF AMANDA WERGER

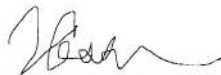
I, Amanda Werger, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a student-at-law at the law firm of Chaitons LLP, lawyers for Grant Thornton Limited in its capacity as Court-Appointed Receiver (“**Receiver**”) for Money Gate Mortgages Investment corporation and as such have knowledge of the matters hereinafter depose, except where I have stated facts to be on information and belief, in which case I have stated the source of the facts provided and believe such to be true.
2. This affidavit is sworn as a supplement to the Receiver’s Sixth Report to the Court dated November 18, 2022 (the “**Sixth Report**”). All terms not otherwise defined in this Affidavit, shall have the meaning assigned to such terms in the Sixth Report.
3. This motion by the Receiver was originally returnable on December 1, 2022. The motion was for approval of the Minutes of Settlement between the Receiver and Wilson in

connection with a guarantee enforcement action commenced by the Receiver against Wilson.

4. The Minutes of Settlement required that they be kept confidential and that the Receiver bring a motion for an order sealing the Minutes of Settlement pending a further order of the Court.
5. On the eve of the December 1, 2022 motion, counsel for the Katebians, former principals of MGMIC, advised that they intend to object, among other things, to the sealing order request. The Receiver's motion was adjourned on consent to January 17, 2023 to allow the Katebians and Wilson to file materials to address the sealing issue. Attached hereto and marked as **Exhibit "A"** is a copy of the Endorsement of Justice Conway dated December 1, 2022.
6. I am advised by Maya Poliak, counsel for the Receiver, that on December 16, 2022, the Receiver and Wilson agreed to amend the Minutes of Settlement to remove the confidentiality provision.
7. Attached hereto and marked as **Exhibit "B"** is a copy of the Minutes of Settlement dated September 22, 2022, as amended by Amendment to Minutes of Settlement dated November 18, 2022. Attached hereto as **Exhibit "C"** is a copy of the Second Amendment to Minutes of Settlement.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario,
this 3rd day of January, 2023.



Commissioner for Taking Affidavits
(or as may be)

**Veronica Cesario,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires August 29, 2025.**



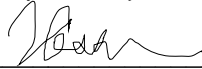
AMANDA WERGER

*This is **Exhibit “A”** referred to in the*

affidavit of Amanda Werger

sworn before me, this 3rd

day of January, 2023.

A handwritten signature in black ink, appearing to be 'J. Ben', is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS, etc.



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.: CV-18-00608086-00CL

DATE: December 1, 2022

NO. ON LIST: 4

TITLE OF PROCEEDING: OSC V MONEY GATE/GRANT THORNTON V WILSON

BEFORE JUSTICE: JUSTICE CONWAY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Maya Poliak	Lawyers for Grant Thornton Limited in its capacity as Court-appointed Receiver of Money Gate Mortgage Investment Corporation	maya@chaitons.com

ENDORSEMENT OF JUSTICE CONWAY:

This is a motion by the Receiver for approval of minutes of settlement (MOS) with Troy Wilson. One of the heads of relief sought on the motion is a sealing order for the MOS. The Receiver has been told that Mr. Katebian wishes to oppose the sealing order request and that Mr. Wilson will be seeking to have the court grant the sealing order. Counsel have agreed to adjourn this motion to permit them to argue the issue of the sealing order. I have adjourned the motion to **January 17, 2023 at 10 a.m. for one hour (any judge, confirmed by the CL office)**.

The court will hear submissions on the request for a sealing order at that time. I direct counsel to address the law on sealing orders most recently set out in *Sherman Estate v. Donovan*, 2021 SCC 25 and to address specifically how a sealing order does or does not meet the test set out by the Supreme Court of Canada in this case.

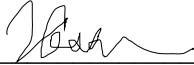
A handwritten signature in blue ink, appearing to read "Conway J.", is located below the text. The signature is stylized with a large, looping initial 'C' and a distinct 'J' at the end.

*This is **Exhibit “B”** referred to in the*

affidavit of Amanda Werger

sworn before me, this 3rd

day of January, 2023.

A handwritten signature in black ink, appearing to read 'J. Ben', is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

Plaintiff

- and -

TROY EDWARD THOMAS WILSON

Defendant

MINUTES OF SETTLEMENT

WHEREAS Grant Thornton Limited was appointed as Receiver (the “**Receiver**”) of Money Gate Mortgage Investment Corporation (“**MGMIC**”);

AND WHEREAS MGMIC has a registered mortgage against title to a property municipally known as 5355 Highway 101 W., Timmins, Ontario (the “**Timmins Property**”) which charge was registered on March 4, 2016, in the Land Registry Office of Cochrane (Ontario), bearing instrument number CB121118, (the “**Timmins Mortgage**”);

AND WHEREAS Canadian Land Corporation (“**CLC**”) is the registered owner of the Timmins Property;

AND WHEREAS MGMIC has a registered mortgage against title to a property municipally known as 1107 Lakeshore Road South, Temiskaming, Ontario (the “**Mansteel Property**”), which

charge was registered on July 13, 2016, bearing instrument number DT55580 (the “**Mansteel Mortgage**”).

AND WHEREAS Mansteel New Liskard Inc. (“**Mansteel**”) is the registered owner of the Mansteel Property;

AND WHEREAS MGMIC took assignment of a mortgage registered against the Mansteel Property on September 13, 2013 and bearing instrument Number DT42169, which assignment was registered on August 24, 2016 and bears instrument number DT56077 (the “**Mansteel Assigned Mortgage**”);

AND WHEREAS the Receiver commenced a legal proceeding against Troy Edward Thomas Wilson (“**Troy**”) before the Ontario Superior Court of Justice in the City of Toronto bearing Court File Number CV- 20-00649997-0000 (the “**Action**”);

AND WHEREAS the Receiver alleges that Troy personally guaranteed the Timmins Mortgage;

AND WHEREAS Troy denies that he personally guaranteed the Timmins Mortgage;

AND WHEREAS the Receiver and Troy (collectively, the “**Parties**”) want to fully and finally resolve the Action and any related or potential claims;

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

- 1) Troy shall pay to the Receiver the total sum of One Hundred and Seventy Five Thousand Dollars (\$175,000.00) (the “**Settlement Amount**”) by no later than 5:00 pm on January

31, 2023, which shall be paid to Chaitons LLP in trust or as otherwise directed by the Receiver.

- 2) The Parties shall execute a mutual full and final release in the form attached hereto as **Schedule "A"**, which shall be held in escrow and not utilized until such time as payment is made in accordance with paragraph 1 herein.
- 3) By no later than 5:00 pm on September 22, 2022, Troy shall provide to the Receiver an executed consent to judgment in the full amount of the Receiver's claim as set out in the Statement of Claim, substantially in the form attached hereto as **Schedule "B"**, which shall be held in escrow and not utilized unless payment is not made by Troy in accordance with paragraph 1 hereof. While the consent to judgment is being held in escrow, it will not be distributed, circulated or discussed with any third party at any time.
- 4) The Parties agree that after payment is made by the Defendant in the manner set out in paragraph (1) of these Minutes, the Receiver shall immediately:
 - i. assign the Timmins Mortgage to _____;
 - ii. assign the Mansteel Mortgage to _____;
 - iii. assign the Mansteel Assigned Mortgage to _____;
 - iv. obtain an order of the Ontario Superior Court of Justice on consent of the Parties dismissing the Action on a without cost basis; and
 - v. destroy all copies of the signed consent to judgment referenced in paragraph 3 above.

- 5) These Minutes of Settlement are conditional upon the Ontario Superior Court of Justice (Commercial List) (“**Commercial Court**”) granting an order in MGMIC’s receivership proceeding approving the Minutes of Settlement (the “**Settlement Order**”).
- 6) The Parties agree that the Receiver shall use its best efforts to obtain the Settlement Order from the Commercial Court prior to January 31, 2023. If the Settlement Order is not granted by the Commercial Court, these Minutes of Settlement shall terminate, the Receiver shall return any funds it has received pursuant to these Minutes of Settlement, and the Receiver may continue the Action for the full amount claimed as owing in the Receiver’s Statement of Claim.
- 7) The Minutes of Settlement and the accompanying documents will be kept confidential. The Receiver shall, concurrent with the motion for the Settlement Order (the “**Settlement Approval Motion**”) bring a motion requesting an order of the Commercial Court sealing the Minutes of Settlement (the “**Sealing Order**”), provided however that: (i) these Minutes of Settlement are not conditional on the Commercial Court granting the Sealing Order; and (ii) nothing in this paragraph shall restrict the Receiver’s ability to disclose the Minutes of Settlement or any details thereof to any stakeholder in the MGMIC receivership proceeding, if so ordered by the Commercial Court.
- 8) The Parties acknowledge and agree that these Minutes of Settlement and the accompanying documents shall be governed by the laws of the Province of Ontario.
- 9) These Minutes of Settlement and the accompanying documents shall constitute the entire agreement between the Parties with respect to the settlement of the matters raised or

referred to within the Action and/or the Timmins Mortgage, the Mansteel Mortgage and the Mansteel Assigned Mortgage.

- 10) These Minutes of Settlement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed or electronic PDF format and any signatures received by e-mail or a receiving fax machine shall be deemed and may be treated as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, or have executed this document by their respective corporate seals and signatures of their respective officers and/or directors duly authorized to do so, _____ day of September, 2022

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

By:

Name:

Title:

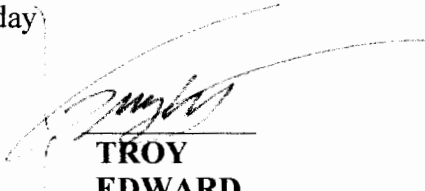
I have authority to bind the corporation.

SIGNED BEFORE ME this 22 day
September, 2022



Witness

Print Name:



**TROY
EDWARD
THOMAS
WILSON**

**SCHEDULE A TO MINUTES OF SETTLEMENT
MUTUAL RELEASE**

FULL AND FINAL MUTUAL RELEASE

IN CONSIDERATION of the mutual covenants set forth in the Minutes of Settlement dated 22 September, 2022 and the payment of the amounts set out in paragraph 1 to the Minutes of Settlement by Troy Edward Thomas Wilson (“**Wilson**”) to Grant Thornton Limited in its capacity as the Court-appointed receiver of Money Gate Mortgage Investment Corporation (the “**Receiver**”), the receipt and sufficiency of which is hereby acknowledged,

The Receiver, Canadian Land Corporation and Mansteel New Liskeard Inc., on behalf of themselves their parents, subsidiaries, affiliates and related companies and each of the respective directors, officers, shareholders, employees, agents and administrators, both present and former, and all of their administrators, successors and assigns and any party who claims a right or interest through them

and

Wilson, on behalf of himself, his heirs, administrators, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through them,

do hereby irrevocably release, remise, quit claim and forever discharge each other of, from and against any and all manner of actions, causes of actions, suits, proceedings, liabilities, debts, sums of money, obligations, accounts, interest, covenants, contracts, claims, damages and demands which each other ever had, now has, can, shall or may hereafter have against each other by reason or by act, cause, matter or thing whatsoever and how so ever arising up to the present time whether known or unknown, in connection with all matters relating to or in connection with an action commenced in the Ontario Superior Court of Justice in the City of Toronto bearing Court File Number CV- 20-00649997-0000 (the “**Action**”) and a charge/mortgage in favour of Money Gate Mortgage Investment Corporation (“**MGMIC**”) registered on March 4, 2016 against title to the real property municipally known as 5355 Highway 101 W., Timmins, Ontario (the “**Timmins**”

Property”) bearing instrument number CB121118 in the Land Registry Office of Cochrane (Ontario) (the “**Timmins Mortgage**”) and a charge/mortgage registered on September 13, 2013 on 1107 Lakeshore Road South, Temiskaming, Ontario (the “**Mansteel Property**”) bearing instrument number DT41512 and assigned to MGMIC on August 24, 2016 and bearing instrument number DT56077 (the “**Assigned Mansteel Mortgage**”) and a charge/mortgage registered on July 13, 2016 on the Mansteel Property and bearing instrument number DT55580 (the “**Mansteel Mortgage**”).

AND FOR THE SAID CONSIDERATION the parties represent and warrant unto each other that they have not assigned to any person or corporation, or any other entity, any of the above actions, causes of action, suits, liabilities, debts, obligations, duties, dues, accounts, bonds, covenants, contracts, claims, damages and demands whatsoever, of any kind or nature, released above and with respect to which each agrees not to make any claims or take any proceedings.

AND FOR THE SAID CONSIDERATION the parties hereby acknowledge, declare and agree that each understands the terms of this Release and each voluntarily accepts the consideration referred to above for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid, and each represents and warrants that no party has been induced to enter into this mutual release by reason of any representation or warranty of any nature of kind whatsoever and that there is no condition, express or implied, or collateral agreement affecting the said settlement.

AND IT IS FURTHER AGREED AND UNDERSTOOD that for the consideration aforesaid, the Parties undertake and agree not to take any steps or initiate any proceedings against any person, partnership, corporation or other entity which might be entitled to claim contribution, indemnity or other relief under the provisions of any statute or otherwise with respect to any of the matters concerning which the parties agree herein not to make any claim or take any proceedings.

AND IT IS UNDERSTOOD AND AGREED that the said consideration is deemed to be no admission whatsoever of liability on the part of the person, persons, corporation or corporations discharged by this Release and that such liability is denied.

AND IT IS FURTHER AGREED AND UNDERSTOOD that for the consideration aforesaid, the parties undertake and agree not to take any steps or initiate any proceedings, commence any actions or make any claim against any person, partnership, corporation or other entity which may seek, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Negligence Act* and the amendments thereto and/or under any successor legislation thereto, and/or under the *Rules of Civil Procedure*, or may make any claim discharged by this Release. **IT IS AGREED AND UNDERSTOOD** that if a party commences such an action, or take such proceedings, and any of the other parties to this Release is added to such proceeding in any manner whatsoever, whether justified in law or not, the party commencing such action will immediately discontinue the proceedings and/or claims, and will be jointly and severally liable to the party(ies) named in the action for the legal costs incurred in any such proceeding, on a substantial indemnity basis. The party commencing such action further agrees to indemnify the party(ies) named in the action and hold them harmless in respect of any amounts claimed in any such proceeding, action, claim or other demand.

AND IT IS UNDERSTOOD AND AGREED that in the event that any party should hereafter make any claims or demands or commence or threaten to commence any actions against the parties for or by reason of any cause, matter or thing, this document may be raised as an estoppel to any claim, demand or action commenced in regard to the aforesaid.

THIS MUTUAL RELEASE shall enure to the benefit of the parties and their respective successors, executors, administrators, assigns, officers, agents, directors, employees, associates, servants and insurers, and shall be binding upon the undersigned and their respective successors,

executors, administrators, assigns, officers, agents, directors, employees, associates, servants and insurers.

THIS RELEASE may be executed in any number of counterparts, and all such counterparts shall, for all purposes, constitute one agreement binding on the parties hereto, provided each party hereto has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals or have executed this document by their respective corporate seals and signatures of their respective officers and/or directors duly authorized to do so on the dates indicated below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

By: _____

Name: _____

Title: _____

I have authority to bind the corporation.

CANADIAN LAND CORPORATION

By: _____

Name: _____

Title: _____

I have authority to bind the corporation

MANSTEEL NEW LISKEARD INC.

By: _____

Name: *Mr. Messing*

Title: *Director*

I have authority to bind the corporation

SIGNED BEFORE ME this ____ day June ,2021

**TROY EDWARD THOMAS
WILSON**

Witness

Print Name:

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

By: _____

Name: _____

Title: _____

I have authority to bind the corporation.

CANADIAN LAND CORPORATION

By: 

Name: Troy Wilson

Title: director

I have authority to bind the corporation

MANSTEEL NEW LISKEARD INC.

By: _____

Name: _____

Title: _____

I have authority to bind the corporation

SIGNED BEFORE ME this 22 day Sept 2022 T.W.
June 2021



Witness

Print Name: _____


**TROY EDWARD THOMAS
WILSON**

**SCHEDULE A TO MINUTES OF SETTLEMENT
CONSENT TO JUDGMENT**

Court File No. CV- 20-00649997-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

Plaintiff

- and -

TROY EDWARD THOMAS WILSON

Defendant

CONSENT

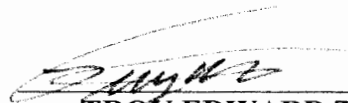
The Plaintiff, Grant Thornton Limited in its capacity as Court-appointed Receiver of Money Gate Mortgage Investment Corporation, and the Defendant, Troy Edward Thomas Wilson, hereby consent to an order granting judgment in favour of the Plaintiff substantially in the form attached hereto as Schedule "A", and certify that the order being consented to does not affect the rights of any person under disability.

SIGNED BEFORE ME this 22 day September, 2022



Witness

Print Name:



**TROY EDWARD THOMAS
WILSON**

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

By:

Name:

Title:

I have authority to bind the corporation.

SCHEDULE "A"

Court File No. CV- 20-00649997-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

Plaintiff

- and -

TROY EDWARD THOMAS WILSON

Defendant

JUDGMENT

THIS MOTION, made by the Plaintiff for judgment against the Defendant, Troy Edward Thomas Wilson, was read this day at the Court House at 593 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the Consent of the Plaintiff and the Defendant, 2656449 Ontario Inc., filed,

1. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Troy Edward Thomas Wilson pay to the Plaintiff the sum of \$3,653,412, together with interest on the sum of \$3,653,412 at the rate of 12.5% per annum from September 11, 2020.
2. **THIS COURT ORDERS** that the Defendant, Troy Edward Thomas Wilson, shall pay the Plaintiff, the further sum of \$33,000 for the costs of this action.

This Judgment bears interest on costs at the rate of 12.5% per annum from January 31, 2023.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

Plaintiff

- and -

TROY EDWARD THOMAS WILSON

Defendant

AMENDMENT TO MINUTES OF SETTLEMENT

WHEREAS:

- A. the parties hereto entered into Minutes of Settlement dated September 22, 2022 (the “**Minutes of Settlement**”); and
- B. the parties hereto wish to enter into this Amendment to the Minutes of Settlement to amend the Minutes of Settlement (the “**Amendment**”).

NOW THEREFORE in consideration of the mutual covenants contained in the Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Unless otherwise defined herein or the context otherwise requires, terms used herein that are defined in the Minutes of Settlement shall have the meaning given to them in the Minutes of Settlement.
- 2. The Minutes of Settlement are hereby amended by:
 - (a) Replacing Section 4 to the Minutes of Settlement with the following:

The Parties agree that after payment is made by the Defendant in the manner set out in paragraph (1) of these Minutes:

- i. the Receiver shall assign the Timmins Mortgage, the Mansteel Mortgage and the Mansteel Assigned Mortgage to Troy or as otherwise directed by Troy; and*
- ii. the Receiver shall obtain an order of the Ontario Superior Court of Justice on consent of the Parties dismissing the Action on a without cost basis; and*

(b) adding the following as Section 4.1 to the Minutes of Settlement:

*“Troy agrees that after payment is made by him in the manner set out in paragraph (1) of these Minutes and the Receiver obtains an order of the Ontario Superior Court of Justice on consent of the Parties dismissing the Action on a without cost basis, Troy shall immediately obtain an order of the Ontario Superior Court of Justice on consent of Morteza Katebian and Payam Katebian (collectively, the “**Katebians**”) dismissing the third party claim commenced by Troy in the Ontario Superior Court of Justice under court file number CV- 20-00649997-0000A1 on a without cost basis.*

3. The Amendment is supplemental to and shall be read with and be deemed to be part of the Minutes of Settlement, which shall be deemed to be amended as herein provided. Any reference to the Minutes of Settlement in any agreements or documents entered into in connection with the Minutes of Settlement shall mean the Minutes of Settlement as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
4. All the terms and conditions of the Minutes of Settlement, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
5. This Amendment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.
7. This Amendment shall be construed in accordance with the laws governing the Minutes of Settlement.
8. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of November 18, 2022.

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

By: 

Name: Jonathan Krieger

Title: Senior Vice President

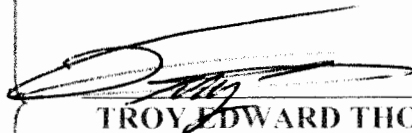
I have authority to bind the corporation.

SIGNED BEFORE ME this 18 day November,
2022



Witness

Print Name: **James Zibarras**



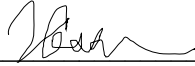
**TROY EDWARD THOMAS
WILSON**

*This is **Exhibit “C”** referred to in the*

affidavit of Amanda Werger

sworn before me, this 3rd

day of January, 2023.

A handwritten signature in black ink, appearing to be 'J. B.', is written above a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

Plaintiff

- and -

TROY EDWARD THOMAS WILSON

Defendant

SECOND AMENDMENT TO MINUTES OF SETTLEMENT

WHEREAS:

- A. the parties hereto entered into Minutes of Settlement dated September 22, 2022 (the “**Minutes of Settlement**”);
- B. the Minutes of Settlement were amended pursuant to Amendment to Minutes of Settlement dated November 18, 2022 (the “**First Amendment**”); and
- C. the parties hereto wish to enter into this Second Amendment to the Minutes of Settlement dated December 16, 2022 to amend the Minutes of Settlement (the “**Second Amendment**”).

NOW THEREFORE in consideration of the mutual covenants contained in the Minutes of Settlement, the First Amendment and the Second Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Unless otherwise defined herein or the context otherwise requires, terms used herein that are defined in the Minutes of Settlement shall have the meaning given to them in the Minutes of Settlement.
- 2. The Parties hereby acknowledge and agree that Section 7 of the Minutes of Settlement, which required the Receiver to keep the Minutes of Settlement confidential and bring the Settlement Approval Motion, is hereby deleted in its entirety.
- 3. The Second Amendment is supplemental to and shall be read with and be deemed to be part of the Minutes of Settlement, which shall be deemed to be amended as herein provided. Any reference to the Minutes of Settlement in any agreements or documents entered into in connection with the Minutes of Settlement shall mean the Minutes of Settlement as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Second Amendment.

4. All the terms and conditions of the Minutes of Settlement, except insofar as the same are amended by the express provisions of the First Amendment and this Second Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Second Amendment and shall hereafter continue in full force and effect, as amended.
5. This Second Amendment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.
7. This Amendment shall be construed in accordance with the laws governing the Minutes of Settlement.
8. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of December 22, 2022.

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

By:



Name: Jonathan Krieger

Title: Senior Vice President

I have authority to bind the corporation.

SIGNED BEFORE ME this ____ day December, 2022

Print Name: Witness

**TROY EDWARD THOMAS
WILSON**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

Plaintiff

- and -

TROY EDWARD THOMAS WILSON

Defendant

SECOND AMENDMENT TO MINUTES OF SETTLEMENT

WHEREAS:

- A. the parties hereto entered into Minutes of Settlement dated September 22, 2022 (the "**Minutes of Settlement**");
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4. All the terms and conditions of the Minutes of Settlement, except insofar as the same are amended by the express provisions of the First Amendment and this Second Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Second Amendment and shall hereafter continue in full force and effect, as amended.
5. This Second Amendment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.
7. This Amendment shall be construed in accordance with the laws governing the Minutes of Settlement.
8. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of December , 2022.

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

By:

Name:

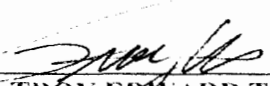
Title:

I have authority to bind the corporation.

SIGNED BEFORE ME this 22 day December,
2022



Witness
Print Name: Lisa Johns



TROY EDWARD THOMAS
WILSON

ONTARIO SECURITIES COMMISSION

- and -

**MONEY GATE MORTGAGE INVESTMENT
CORPORATION**

Applicant

Respondent

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

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

Proceedings commenced at TORONTO

**SUPPLEMENTAL MOTION RECORD
(Returnable January 17, 2023)**

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**