

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED
FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their
Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiffs

and

ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS

Defendants

**MOTION RECORD
(Returnable November 15, 2018)**

Date: November 5, 2018

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff – LSO No. 31871V
Email: sgraff@airdberlis.com

Mark J. van Zandvoort – LSO No. 59120U
Email: mvanzandvoort@airdberlis.com

Shakaira John – LSO No. 72263D
Email: sjohn@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiff

INDEX

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED
FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their
Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiffs

and

ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS

Defendants

I N D E X

TAB	DOCUMENT
1	Notice of Motion dated November 5, 2018
2	Affidavit of Jenaya McLean sworn November 5, 2018
Exhibit A	Order of Justice Newbould dated April 26, 2017
Exhibit B	Guarantee from Robert Maljaars re obligations of Dome Mountain Resources of Canada dated November 3, 2015
Exhibit C	Guarantee from Darcy Pahl re obligations of Dome Mountain Resources of Canada dated November 4, 2015
Exhibit D	Guarantee from Marion DenHollander re obligations of 647497 BC Ltd. dated November 20, 2014
Exhibit E	Guarantee from Jeffrey Maljaars re 1566496 Alberta Ltd. dated January 9, 2015
Exhibit F	Letter from Shawn Leclerc dated October 22, 2018
Exhibit G	Letter to Robert Maljaars enclosing Statement of Claim dated October 30, 2018

TAB DOCUMENT

- Exhibit H** Email correspondence to bobnet33@gmail.com dated October 30, 3018
- Exhibit I** Email correspondence from Darcy Pahl dated October 3, 2018
- Exhibit J** Chart of Outstanding Answers to Refusals from the Examination of Robert Maljaars on March 22, 2018
- Exhibit K** Order of Justice Conway dated August 20, 2018
- Exhibit L** Email correspondence to cpopowich@codehunterllp.com dated September 26, 2018
- Exhibit M** Letter to Dome Mountain Resources of Canada Inc. and Darcy Pahl and email correspondence dated September 5, 2018
- Exhibit N** Letter to Code Hunter LLP and email correspondence dated September 20, 2018
- Exhibit O** Letter to Darcy Pahl enclosing Statement of Claim dated October 30, 2018
- Exhibit P** Chart of Outstanding Answers to Refusals from the Examination of Darcy Pahl on March 21, 2018

- 3** Statement of Claim issued September 4, 2018
- 4** Affidavit of Service of Norma Harisch sworn September 18, 2018
- 5** Affidavit of Service of Jim McCallum sworn October 9, 2018
- 6** Affidavit of Attempted Service of Jennie E. Hyland sworn September 19, 2018
- 7** Affidavit of Attempted Service of Darcy Tronnes sworn September 19, 2018
- 8** Affidavit of Gemma Dee sworn October 3, 2018

Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED
FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their
Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiffs

and

ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS

Defendants

NOTICE OF MOTION

THE PLAINTIFFS, Crystal Wealth Management System Limited (the “**Company**”), Crystal Wealth Enlightened Factoring Strategy (the “**Factoring Fund**”) and Crystal Wealth Enlightened Hedge Fund (the “**Hedge Fund**”, and, together with the Factoring Fund, the “**Funds**”) (collectively, the “**Crystal Wealth Group**”), by their Court-Appointed Receiver and Manager, Grant Thornton Limited (in such capacity, the “**Receiver**”), will make a motion to the court on Thursday, the 15th day of November, 2018, at 10:00 a.m., or as soon after that time as the motion can be heard, at the courthouse located at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING:

The motion is to be heard orally.

THE MOTION IS FOR:

- (a) if necessary, an Order abridging the time for service and filing of this notice of motion and the Receiver's motion record or, in the alternative, validating service or dispensing with the requirement of same;
- (b) an Order validating service of the Statement of Claim in the within action on the defendants, Robert Maljaars ("**Maljaars**") and Darcy Pahl ("**Pahl**"), which service shall be deemed to be effective on the date of the Order issued by the Court on this motion;
- (c) in the alternative to sub-paragraph (b) above, an Order permitting the Receiver to serve Maljaars and Pahl with the Statement of Claim by way of substituted service, as follows:
 - (i) on Maljaars, by mailing a copy of the Statement of Claim to Maljaars' mailing addresses at 222014 Township Road 9-4 PO Box 1129, Coalhurst, Alberta, T0L 0V0, and to P.O. Box 242 Stn. M, Calgary, Alberta, T2P 2HP, and by sending a copy by email to bobnet33@gmail.com; and
 - (ii) on Pahl, by mailing a copy of the Statement of Claim to Pahl's mailing address at 112 Cranston Drive S.E., Calgary, Alberta, T3M 1A8, and by sending a copy by email to ddp.icc@gmail.com;
- (d) an Order that the costs of this motion be fixed and payable forthwith to the Receiver by the defendants, Maljaars and Pahl, jointly and severally; and
- (e) such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued April 26, 2017 (Court File No. CV-17-11779-00CL – hereinafter, the "**Receivership Proceedings**") (the "**Appointment Order**"), the Receiver was appointed

as the Court-Appointed Receiver and Manager of the assets, undertakings, and properties of, among other persons and entities, the Crystal Wealth Group;

2. Pursuant to the Appointment Order, the Court empowered the Receiver to receive and collect all monies and accounts owed or which may become owing in the future to the Crystal Wealth Group, and to exercise all remedies of the Crystal Wealth Group in collecting such monies, including initiating the prosecution of any and all proceedings with respect to the recovery of monies and accounts owing to the Crystal Wealth Group;
3. The defendant, Maljaars, is an individual who resides in Coalhurst, Alberta. At all material times, Maljaars was a representative of Dome Mountain Resources of Canada Inc. ("**Dome Mountain**");
4. Maljaars' last known addresses are 222014 Township Road 9-4 PO Box 1129, Coalhurst, Alberta, T0L 0V0 (the "**Maljaars Address**") and P.O. Box 242 Stn. M, Calgary, Alberta, T2P 2HP (the "**Maljaars Credit Bureau Address**");
5. The defendant, Pahl, is an individual who resides in Calgary, Alberta. At all material times, Pahl was director and president of Dome Mountain;
6. Pahl's last known address is 112 Cranston Drive S.E., Calgary, Alberta, T3M 1A8 (the "**Pahl Address**");
7. On September 4, 2018, the Receiver commenced this action on behalf of the plaintiffs for payment of certain indebtedness owing by the defendants pursuant to personal guarantees executed by each of them (collectively, the "**Guarantees**");
8. The Guarantees executed by each of Maljaars and Pahl cover all duties, obligations and debts owed by Dome Mountain to the Company (in trust for the Funds);

Attempted Service of the Statement of Claim

9. On September 11, 2018, the Receiver effected personal service of the Statement of Claim on the defendant, Marion DenHollander;
10. On October 3, 2018, the Receiver effected personal service of the Statement of Claim on the defendant, Jeffrey Maljaars;
11. On September 6, 2018, September 7, 2018 and September 8, 2018, the Receiver made multiple attempts to personally serve Maljaars at the Maljaars Address;
12. On September 6, 2018 the Receiver made multiple attempts to personally serve Pahl at the Pahl Address;
13. Despite these attempts, the Receiver has been unable to personally serve Maljaars and Pahl in accordance with the *Rules of Civil Procedure*;
14. All reasonable steps have been taken to locate Maljaars and Pahl and to personally serve them, making further attempts at personal service impractical;
15. Maljaars was examined under oath by the Receiver in the Receivership Proceedings on March 22, 2018 (the "**Maljaars Examination**"), at which examination the Receiver requested that Maljaars undertake to advise the Receiver of Maljaars' email address and to clarify his current residence;
16. Pahl was examined under oath by the Receiver in the Receivership Proceedings on March 21, 2018 (the "**Pahl Examination**"), at which examination the Receiver requested that Pahl undertake to advise the Receiver of Pahl's current residence;

17. Both Pahl and Maljaars were represented by Christian Popowich ("**Popowich**") at their examinations. Popowich is a lawyer at Code Hunter LLP in Calgary, Alberta;
18. All requests for undertakings at the Maljaars Examination and Pahl Examination were refused by these defendants;
19. Pursuant to an Order of the Honourable Madam Justice Conway of the Commercial List issued in the Receivership Proceedings on August 20, 2018 (the "**August 20 Order**"), Maljaars and Pahl were each ordered to answer all questions refused during the Maljaars Examination and the Pahl Examination, which includes the requirement that they advise the Receiver of their current residences and email addresses;
20. Since the August 20 Order was issued, the Receiver has sent multiple communications to these defendants, and to Popowich, demanding a response in accordance with the August 20 Order;
21. As at the date of this motion, neither Maljaars nor Pahl, nor Popowich on their behalf, has provided the outstanding answers, in breach of the August 20 Order;
22. On September 5, 2018, the Receiver sent a copy of the Statement of Claim to Pahl by email to ddp.icc@gmail.com, and requested that Pahl confirm his acceptance of service via email of the Statement of Claim;
23. On September 20, 2018, the Receiver sent a copy of the Statement of Claim to Popowich by email to cpopowich@codehunterllp.com, requesting that Popowich confirm his acceptance of service on behalf of Pahl and Maljaars;
24. On October 30, 2018, the Receiver sent a copy of the Statement of Claim to Maljaars by email to his last known email address, bobnet33@gmail.com;

25. On October 30, 2018, the Receiver sent by regular mail the Statement of Claim to: (i) Maljaars at the Maljaars Address and to the Maljaars Credit Bureau Address; and (ii) Pahl at the Pahl Address;
26. Each of Pahl and Popowich have responded to emails sent by the Receiver to the email addresses to which the Receiver sent the Statement of Claim, but have ignored the Receiver's requests to confirm acceptance of service and answer the outstanding refusals in accordance with the August 20 Order;
27. It is evident, based on the foregoing, that each of Maljaars and Pahl, and Popowich as their counsel in the Receivership Proceedings, is aware of the Statement of Claim and the nature of the claims therein, and accordingly, it is appropriate and just to validate service of the Statement of Claim on each of them as of the date of the within motion;
28. Alternatively, an Order permitting substituted service of the Statement of Claim on Pahl and Maljaars by mail and email as requested herein is just and appropriate, as the Statement of Claim will come to the notice of these defendants if service is effected in that manner, for the reasons particularized herein and in the affidavit of Jenaya McLean, filed;
29. The plaintiffs will be prejudiced if the relief sought herein is not granted, as the Receiver has no practical means otherwise to serve Maljaars and Pahl with the Statement of Claim, given their breach of the August 20 Order and their failure to advise the Receiver of their current residences;
30. Rules 1.04(1), 2.03, 3.02, 14.08, 16.04, 16.08, and 37 of the *Rules of Civil Procedure*; and
31. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) The Affidavit of Jenaya McLean sworn November 5, 2018, and the exhibits attached thereto; and
- (b) Such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: November 5, 2018

AIRD & BERLIS LLP
Barristers and Solicitors
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff – LSUC No. 31871V
Email: sgraff@airdberlis.com

Mark J. van Zandvoort – LSUC No. 59120U
Email: mvanzandvoort@airdberlis.com

Shakaira John – LSUC No. 72263D
Email: sjohn@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiff

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED,
CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY
and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their
Court-Appointed Receiver and Manager, GRANT THORNTON
LIMITED
Plaintiffs

and

ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS

Defendants

Court File No. CV-18-604459-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

NOTICE OF MOTION

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff – LSUC No. 31871V
Email: sgraff@airdberlis.com

Mark J. van Zandvoort – LSUC No. 59120U
Email: mvanzandvoort@airdberlis.com

Shakaira John – LSUC No. 72263D
Email: sjohn@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiffs

Tab 2

Court File No. CV-18-604459-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED
FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their
Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED

Plaintiffs

and

ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS

Defendants

**AFFIDAVIT OF JENAYA MCLEAN
(Sworn November 5, 2018)**

I, **JENAYA MCLEAN**, of the Town of Port Perry, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a legal assistant at Aird & Berlis LLP ("**A&B**"), the lawyers for Grant Thornton Limited, the Court-Appointed Receiver and Manager (in such capacity, the "**Receiver**") of the plaintiffs, Crystal Wealth Management System Limited, Crystal Wealth Enlightened Factoring Strategy and Crystal Wealth Enlightened Hedge Fund (collectively, the "**Crystal Wealth Group**"), and as such, have knowledge of the matters to which I hereinafter depose. To the extent that I do not have *direct first-hand knowledge of particular facts or events*, I have obtained that information from others, and have indicated the source of that information in my affidavit. I verily believe the facts hereinafter deposed to are true and correct.

Background

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued April 26, 2017 (Court File No. CV-17-11779-00CL – the “**Receivership Proceedings**”) (the “**Appointment Order**”), the Receiver was appointed as the Court-Appointed Receiver and Manager of the assets, undertakings, and properties of, among other persons and entities, the Crystal Wealth Group. Attached hereto as **Exhibit A** is a copy of the Appointment Order.

3. On September 4, 2018, the Receiver commenced this action against the defendants for payment of certain indebtedness owing by each of them pursuant to personal guarantees executed in favour of the Crystal Wealth Group. Attached at **Tab 3** of the within motion record is a copy of the Statement of Claim.

4. Attached hereto as **Exhibit B**, **Exhibit C**, **Exhibit D**, and **Exhibit E**, respectively, are:

- (a) a guarantee provided by the defendant, Robert Maljaars, dated November 3, 2015 (the “**Maljaars Guarantee**”), guaranteeing all duties, obligations and debts owed by Dome Mountain Resources of Canada Inc. (“**Dome Mountain**”) to the Crystal Wealth Group, accompanied by a certificate of independent legal advice executed by Robert Maljaars and a lawyer in the province of Alberta, on November 3, 2015;
- (b) a guarantee provided by the defendant, Darcy Pahl (“**Pahl**”), dated November 4, 2015 (the “**Pahl Guarantee**”), guaranteeing all duties, obligations and debts owed by Dome Mountain to the Crystal Wealth Group, accompanied by a certificate of independent legal advice executed by Pahl and a lawyer in the province of Alberta, on November 4, 2015. At all material times, Pahl was director and president of Dome Mountain;

- (c) a guarantee provided by the defendant, Marion DenHollander ("**DenHollander**"), dated November 20, 2014, guaranteeing all duties, obligations and debts owed by 647497 BC Ltd. ("**647**") to the Crystal Wealth Group, accompanied by a certificate of independent legal advice executed by DenHollander and a lawyer in the province of British Columbia, on November 20, 2014. At all material times, DenHollander was a director and officer of 647; and
- (d) a guarantee provided by the defendant, Jeffrey Maljaars, dated January 8, 2015, guaranteeing all duties, obligations and debts owed by 1566496 Alberta Ltd. ("**156**") to the Crystal Wealth Group, accompanied by a certificate of independent legal advice executed by Jeffrey Maljaars and a lawyer in the province of British Columbia, on January 9, 2015. At all material times, Jeffrey Maljaars was the sole director and officer of 156.

Service of the Statement of Claim on the Defendants, Marion DenHollander and Jeffrey Maljaars

5. On September 11, 2018, DenHollander was personally served with the Statement of Claim. A copy of the Affidavit of Service sworn by Norma Harisch, a process server in British Columbia, on September 18, 2018, is attached at **Tab 4** of the Motion Record without the exhibit thereto.

6. By letter dated October 22, 2018, Shawn Leclerc, counsel for DenHollander, served A&B with DenHollander's Notice of Intent to Defend this action, and requested an extension of time to deliver DenHollander's Statement of Defence. On October 24, 2018, Mark van Zandvoort, a lawyer at A&B, responded to Mr. Leclerc via email, extending an indulgence for DenHollander to deliver her Statement of Defence by November 16, 2018. Attached hereto collectively as **Exhibit**

F is a copy of Mr. Leclerc's letter and enclosed Notice of Intent to Defend, and a copy of A&B's email correspondence with Mr. Leclerc.

7. On October 3, 2018, Jeffrey Maljaars was personally served with the Statement of Claim. A copy of the Affidavit of Service of Jim McCallum, a process server in British Columbia, sworn October 9, 2018, is attached (without exhibits) at **Tab 5** of the Motion Record. Neither Mr. Maljaars, nor a representative on his behalf, has served a Notice of Intent to Defend, Notice of Intention to Act in Person, or has otherwise advised A&B of an intention to defend the action in response to the service of the Statement of Claim on him.

Attempted Service of the Statement of Claim on Robert Maljaars

8. As is detailed in the Affidavit of Attempted Service of Jennie E. Hyland, a process server in Alberta, sworn September 19, 2018, and attached at **Tab 6** of the motion record, multiple attempts have been made to serve Robert Maljaars with the statement of claim, as follows:

- (a) on September 6, 2018, Ms. Hyland attended at the last known address of Robert Maljaars, as indicated in the Maljaars Guarantee, located at 222014 Township Road 9-4, P.O. Box 1129, Coalhurst, Alberta, T0L 0V0 (the "**Maljaars Address**"), at 8:26 p.m., and a young adult male answered the door. The young adult male informed Ms. Hyland that Robert Maljaars was not in, and to try the next day around 11:00 a.m.;
- (b) on September 7, 2018, Ms. Hyland re-attended at the Maljaars Address at 11:40 a.m. and an adult female advised Ms. Hyland that Maljaars was not in and "comes and goes all day"; and
- (c) on September 8, 2018, Randy Hyland, a process server working with Ms. Hyland, attended at the Maljaars Address at 7:16 p.m. and received no answer at the door.

9. On October 30, 2018, I sent a copy of the Statement of Claim by regular mail to Robert Maljaars' attention at the Maljaars Address and the Maljaars Credit Bureau Address (as defined below). Attached hereto as **Exhibit G** is a copy of the covering letter which I mailed to Robert Maljaars as aforesaid enclosing the Statement of Claim (I have not enclosed the Statement of Claim at Exhibit G).

10. In addition, Shakaira John, a lawyer at A&B, emailed a copy of the Statement of Claim to Robert Maljaars on October 30, 2018, to Mr. Maljaars' last known email address, bobnet33@gmail.com. Mr. Maljaars was also copied on an email sent by Ms. John to Christian Popowich ("**Popowich**"), a lawyer at Code Hunter LLP in Calgary who represents Robert Maljaars, Jeffrey Maljaars, Pahl, and DenHollander's husband, David DenHollander, in the Receivership Proceedings, on September 20, 2018, attaching the Statement of Claim, as detailed further below. Attached hereto as **Exhibit H** and **Exhibit I**, respectively, is:

- (a) Ms. John's email to Robert Maljaars at bobnet33@gmail.com on October 30, 2018, copying Popowich, without the attached Statement of Claim; and
- (b) a copy of email correspondence regarding Dome Mountain sent by Pahl to A&B on October 3, 2018, copying a "Bob Canada" (bobnet33@gmail.com). This is believed to be Mr. Maljaars' email address as aforesaid, as no other "Bob" or "Robert" is involved with Dome Mountain, and Robert Maljaars and Pahl were the two guarantors of Dome Mountain's indebtedness to the Crystal Wealth Group, as pleaded in the Statement of Claim and described above.

11. Robert Maljaars was examined under oath by the Receiver in the Receivership Proceedings on March 22, 2018 (the "**Maljaars Examination**"). At the Maljaars Examination, all requests for undertakings were refused. Attached hereto as **Exhibit J** is the chart of outstanding answers to refusals from the Maljaars Examination (the "**Maljaars Refusals Chart**"), and which

was attached as Appendix 20 to the Receiver's Fourth Report in the Receivership Proceedings, which includes refusals to advise what Mr. Maljaars' email address (Refusal No. 14) is and to clarify his current residence (Refusal No. 3, which due to a transcription error states "222014 Twin 9 Fork" instead of "22014 Township Road 9-4", being the Maljaars Address).

12. Pursuant to paragraph 9(d) of the Order of the Honourable Madam Justice Conway issued in the Receivership Proceedings on August 20, 2018 (the "**August 20 Order**"), Robert Maljaars was ordered to answer all questions refused during the Maljaars Examination, as set out in the Maljaars Refusals Chart. Subsequently, Mr. van Zandvoort of A&B sent emails to Popowich, who represented Mr. Maljaars at his examination, demanding a response in accordance with the August 20 Order. As at the date of the within motion, Mr. Maljaars has not provided the outstanding answers. Attached hereto as **Exhibit K** and **Exhibit L**, respectively, is a copy of the August 20 Order, and a copy of the email correspondence (without attachments) sent by A&B to Popowich on August 20, 2018, September 11, 2018, September 20, 2016, and on September 26, 2018 requesting compliance with the August 20 Order.

13. Additional efforts have been made by the Receiver to confirm the whereabouts of Robert Maljaars, as is set out in the Affidavit of Gemma Dee sworn October 3, 2018 (the "**Dee Affidavit**"), a copy of which is attached as **Tab 8** of the motion record. As is set out in the Dee Affidavit:

- (a) on September 4, 2018, MLT Aikins LLP ("**MLT Aikins**"), the Receiver's lawyers in Alberta and British Columbia, requested a demographic search of Robert Maljaars (the "**Maljaars Demographic Search**"). The Maljaars Demographic Search confirmed the Maljaars Address as the postal address for Robert Maljaars, last modified on February 29, 2016; and
- (b) on September 4, 2018, MLT Aikins requested a credit bureau search of Robert Maljaars (the "**Maljaars Credit Bureau Search**"). The Maljaars Credit Bureau

Search identified P.O. Box 242 Stn. M, Calgary, Alberta, T2P 2H9 (the "**Maljaars Credit Bureau Address**") as the current address for Robert Maljaars as of October 2014.

Attempted Service of the Statement of Claim on Darcy Pahl

14. As is detailed in the affidavit of attempted service of Darcy Tronnes, a process server in Alberta, sworn September 19, 2018, and attached at **Tab 7** of the motion record, multiple attempts have been made to serve the defendant, Pahl, with the Statement of Claim as follows:

- (a) on September 6, 2018, Mr. Tronnes attended at the last known address of Pahl, as indicated in the Pahl Guarantee, located at 112 Cranston Drive SE, Calgary, Alberta, T3M 1A8 (the "**Pahl Address**"), at 3:25 p.m., and received no answer after knocking on the door several times. Mr. Tronnes left his call back card affixed to the front door. Thereafter, Mr. Tronnes spoke with an adult female neighbour and asked her if Pahl lives at the Pahl Address. The neighbour responded that she believed "they moved as there are new people living in the house". Mr. Tronnes attempted to speak to other neighbours, however no one answered the door. Mr. Tronnes called Pahl at the number provided to him by the Receiver's lawyers, and received no answer. The outgoing voicemail message did not provide a name and Mr. Tronnes left a voicemail message for Pahl;
- (b) Mr. Tronnes remained at the Pahl Address and, at 3:40 p.m. on September 6, 2018, a white trucked pulled into the driveway. Mr. Tronnes spoke with the adult male who exited the truck, who confirmed that he was not Pahl and advised that he just moved into the Pahl Address;

- (c) on September 8, 2018 at 10:25 a.m., Mr. Tronnes again called Pahl. There was no answer and Mr. Tronnes left a further voicemail message for Pahl;
- (d) on September 10, 2018, Mr. Tronnes attended at two former addresses of Pahl, which former addresses were obtained through an Equifax Search for Pahl conducted by Mr. Tronnes, as described below. Mr. Tronnes was advised by the owners of the first former address that Pahl does not live there, and was not able to gain entry into the second former address, as the buzzer did not connect.

15. As described in the Tronnes Affidavit, the Equifax Search conducted by Mr. Tronnes for Pahl provided the Pahl Address as his current address. Mr. Tronnes also conducted a demographic search for Pahl, the results of which search indicate Pahl's postal address to be the Pahl Address. Copies of the results of the demographic and Equifax searches for Pahl are attached respectively as Exhibits A and B to the Tronnes Affidavit at **Tab 7** of the Motion Record.

16. On September 5, 2018, Mark van Zandvoort of A&B sent a letter dated September 5, 2018 (the "**September 5 Letter**") to Pahl by email to ddp.icc@gmail.com, advising of the nature of the plaintiffs' claim against him, enclosing the Statement of Claim and requesting that Pahl confirm his acceptance of service via email of the Statement of Claim, that Popowich accept service of his behalf, or his current residence at which personal service on him could be effected. While Pahl did not provide the information or confirmation requested in the September 5 Letter, he subsequently engaged in correspondence with Mr. van Zandvoort from the same email address, including on September 12, 2018. Copies of the September 5 Letter (without the enclosed Statement of Claim) and the email correspondence between Mr. van Zandvoort and Pahl are attached hereto collectively as **Exhibit M**.

17. Ms. John of A&B subsequently sent Popowich a letter dated September 20, 2018 (the "**September 20 Letter**"), via email to cpopowich@codehunterllp.com, copying the defendants,

advising of the nature of the claim, enclosing a copy of the Statement of Claim against the defendants, and advising that the Receiver's attempts to personally serve the defendants with the Statement of Claim had been unsuccessful. The September 20 Letter requested that Popowich confirm his acceptance of service on behalf of Robert Maljaars and Pahl, failing which the Receiver would move for an order validating service or, alternatively, for substituted service. On September 26, 2018, Mr. van Zandvoort sent a follow-up email asking to hear from Popowich with respect to this matter, and, on the same date, Popowich responded via email, but did not provide a substantive response to the September 20 Letter. Copies of the September 20 Letter (without the enclosed Statement of Claim) and the email correspondence between A&B and Popowich are attached hereto collectively as **Exhibit N**.

18. On October 30, 2018, I sent a copy of the Statement of Claim by regular mail to Pahl's attention at the Pahl Address. Attached hereto as **Exhibit O** is a copy of the covering letter, without enclosures, which I mailed to Pahl enclosing the Statement of Claim on October 30, 2018.

19. Like Maljaars, Pahl was examined under oath by the Receiver in the Receivership Proceedings on March 21, 2018 (the "**Pahl Examination**"), and was represented by Popowich at his examination. At the Pahl Examination, all requests for undertakings were refused. Attached hereto as **Exhibit P** is the chart of outstanding answers to refusals from the Pahl Examination (the "**Pahl Refusals Chart**"), which was attached as Appendix 19 to the Receiver's Fourth Report in the Receivership Proceedings, which includes a refusal to advise where Mr. Pahl currently resides (Refusal No. 2).

20. Pursuant to paragraph 9(b) of the August 20 Order, Pahl was ordered to answer all questions refused during the Pahl Examination, as set out in the Pahl Refusals Chart. Subsequently, Mr. van Zandvoort of A&B sent emails to Pahl and his counsel, Popowich, who represented Pahl at his examination, demanding a response in accordance with the August 20

Order. As indicated above, Pahl has responded to Mr. van Zandvoort via email on several occasions, however, he has ignored A&B's requests to advise of his address or with respect to A&B's service requests otherwise.

21. Additional efforts have been made by the Receiver to confirm the whereabouts of Darcy Pahl, as is set out in the Dee Affidavit attached at **Tab 8** of the Motion Record. As is set out in the Dee Affidavit:

- (a) on September 4, 2018, MLT Aikins requested a demographic search of Pahl (the "**Pahl Demographic Search**"). The Pahl Demographic Search confirmed the Pahl Address as the postal address for Pahl, last modified on November 2014; and
- (b) on September 4, 2018, MLT Aikins requested a credit bureau search of Pahl (the "**Pahl Credit Bureau Search**"). The Pahl Credit Bureau Search also confirmed the Pahl Address as the postal address for Pahl.

Request to Validate Service, or Permit Substitute Service

22. As a result of the Receiver's service efforts, as set out above, I believe that the Statement of Claim has come to the attention of Robert Maljaars and Pahl.

23. The Receiver has unsuccessfully attempted to effect personal service of the Statement of Claim on each of Robert Maljaars and Pahl, making further attempts at personal service on these defendants impractical, especially in light of Robert Maljaars and Pahl's failure to comply with the August 20 Order of the Honourable Madam Justice Conway, and refusal to advise the Receiver of their current residences contrary to the Order.

24. Further, I verily believe that Popowich – who represents Robert Maljaars and Pahl in the Receivership Proceedings - is aware of the plaintiffs' Statement of Claim as against these defendants, given the correspondence exchanged by A&B with Popowich as set out herein.

25. I accordingly believe that the Receiver will be prejudiced if service of the Statement of Claim on Robert Maljaars and Pahl is not validated, or, alternatively, if the Receiver is not permitted to serve Robert Maljaars and Pahl with the Statement of Claim by substituted service, in the manner requested in the Receiver's Notice of Motion.

26. I make this affidavit in support of the Receiver's motion for an order validating service of the Statement of Claim on Robert Maljaars and Pahl, or permitting substituted service, and for no other or improper purpose.

SWORN BEFORE ME at
the City of Toronto,
in the Province of Ontario,
this 5th day of November, 2018.



SHAKAIRA JOHN

)
)
)
)
)
)
)
)

Jenaya McLean
JENAYA MCLEAN

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED
Plaintiffs

and ROBERT MALJAARS, DARCY PAHL, MARION
DENHOLLANDER and JEFFREY MALJAARS

12

Defendants

Court File No. 18-604459-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**AFFIDAVIT OF JENAYA MCLEAN
(Sworn November 5, 2018)**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff – LSUC No. 31871V
Email: sgraff@airdberlis.com

Mark J. van Zandvoort – LSUC No. 59120U
Email: mvanzandvoort@airdberlis.com

Shakaira John – LSUC No. 72263D
Email: sjohn@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiffs

Tab A

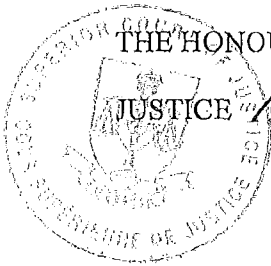
Attached is Exhibit "A" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.
J. A. MCLEAN

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST



THE HONOURABLE

JUSTICE

NEWBOU

)
)
)

WEDNESDAY, THE 26th DAY

OF APRIL, 2017

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

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

ORDER
(Appointing Receiver)

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

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

CONSOLIDATION

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

SERVICE

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

APPOINTMENT

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

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

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

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

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

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

- ~~(i) the sole sources of the funds deposited into the Chrysalis Yoga CIBC Account shall be: (i) the parents of Shanine Lee Dennill; or (ii) clients of the yoga studio operated by Chrysalis Yoga, and not, directly or indirectly, from the Respondent Clayton Smith ("**Smith**") and entities connected with or related to Smith as further particularized in sub-paragraph 5(b)(ii) below;~~
- (ii) the Chrysalis Yoga CIBC Account shall not be used in any manner by, and the funds contained therein shall not be received from or distributed to, directly or indirectly, Smith or persons or entities connected with or related to Smith, including, without limitation: (i) the Crystal Wealth Group; (ii) any investment funds managed by Crystal Wealth Management System Limited; or (iii) any other company associated with Smith; and
- (iii) copies of monthly bank statements for the Chrysalis Yoga CIBC Account shall forthwith be provided on a monthly basis by Chrysalis Yoga to Staff of the Ontario Securities Commission ("**Staff**"), until such time as Staff revokes or varies this requirement in writing, or the Ontario Securities Commission or Ontario Superior Court of Justice (Commercial List) orders otherwise.

RECEIVER'S POWERS

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

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Crystal Wealth Group, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Crystal Wealth Group;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, legal counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Crystal Wealth Group or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Crystal Wealth Group and to exercise all remedies of the Crystal Wealth Group in collecting such monies, including, without limitation, to enforce any security held by the Crystal Wealth Group;

- (g) to settle, extend or compromise any indebtedness owing to the Crystal Wealth Group;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Crystal Wealth Group, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Crystal Wealth Group, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business as follows:
 - (i) without the approval of this Court, liquidating any exchange traded securities and derivatives held by the Respondents, Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal

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

- (ii) without the approval of this Court, selling, conveying, transferring, leasing, or assigning any other Property of the Crystal Wealth Funds, including without limitation illiquid assets such as film loans, mortgages, medical receivables, factoring receivables, or any other illiquid assets, regardless of the purchase price or aggregate purchase price of such transactions;
- (iii) without the approval of this Court, selling, conveying, transferring, leasing, or assigning any other Property of Crystal Wealth, CLJ Everest, and 115 in which the consideration for the transaction does not exceed \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000;
- (iv) with the approval of this Court, selling, conveying, transferring, leasing, or assigning any other Property of Crystal Wealth, CLJ Everest, and 115 in which the consideration for the transaction or the aggregate consideration for all such transactions exceeds \$250,000 or \$1,000,000, respectively; and
- (v) with the approval of this Court, selling, conveying, transferring, leasing, or assigning any Property of the Respondent, Clayton Smith;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with any person or entity deemed necessary or advisable by the Receiver on all matters as the Receiver deems appropriate relating to the Property, the affairs of the Crystal Wealth Group, and the receivership, and to share information with such persons and entities, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental or regulatory authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Crystal Wealth Group;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Crystal Wealth Group, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Crystal Wealth Group;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Crystal Wealth Group may have;
- (r) without limiting the generality of clause 6(m) above, to share information, meet with and discuss with any regulatory bodies and their advisors, including without limitation the Commission and any other regulatory

authorities as the Receiver deems appropriate on all matters relating to the Property, the affairs of the Crystal Wealth Group, and the receivership of the Crystal Wealth Group, subject to such terms as to confidentiality as the Receiver deems advisable, including, without limitation, the Communications Protocol attached as Schedule "C" hereto;

- (s) to examine under oath any person the Receiver reasonably considers to have knowledge of the affairs of the Crystal Wealth Group, including, without limitation, any present or former director, officer, employee or person registered or previously registered with the Commission or subject to or formerly subject to the jurisdiction of the Commission or any other regulatory body respecting the Property and affairs of the Crystal Wealth Group;
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (u) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Crystal Wealth Group, and without interference from any other Person.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE CRYSTAL WEALTH GROUP OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

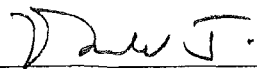
35. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is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

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

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

APR 26 2017

PER / PAR:



SCHEDULE "A"
FREEZE DIRECTIONS - CRYSTAL WEALTH GROUP

See attached.



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

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

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

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

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

TAKE NOTICE THAT pursuant to subsection 126(1) of the Act you are directed to maintain funds, securities or property, and you are directed to refrain from disposing of, transferring,

dissipating or otherwise dealing with or diminishing the value of those funds, securities or property until the Ontario Securities Commission in writing revokes or varies this Freeze Direction or consents to release a particular fund, security or property from this Freeze Direction or until the Ontario Superior Court of Justice orders otherwise, except that Crystal Wealth may dispose of securities and derivatives already held in Brokerage Accounts identified on Schedule "A" as at the date of the Directions on behalf of one or more of the following funds:

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

(collectively the "Funds"),

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

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

M. Quinn

SCHEDULE "A" TO FREEZE DIRECTION

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

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

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



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue Queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

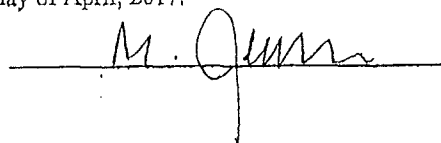
TO: CLAYTON SMITH
5043 Mount Nemo Crescent
Burlington, Ontario
L7M 0T7

RE: Accounts at The Toronto Dominion Bank

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

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

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



SCHEDULE "A" TO FREEZE DIRECTION

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



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

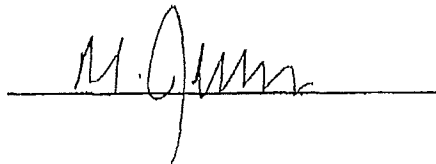
RE: Accounts at The Toronto Dominion Bank

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

TAKE NOTICE THAT pursuant to subsection 126(1) of the Act you are directed to maintain funds, securities or property, and you are directed to refrain from disposing of, transferring, dissipating or otherwise dealing with or diminishing the value of those funds,

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

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

A handwritten signature, appearing to be "M. Quinn", is written over a horizontal line.

SCHEDULE "A" TO FREEZE DIRECTION

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



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

RE: Crystal Wealth Management System Limited

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

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

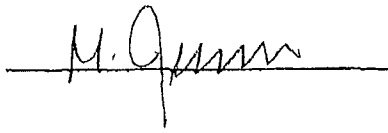
00002 1304211, and
00002 1304260

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

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

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

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

A handwritten signature, appearing to read "M. Quinn", is written over a horizontal line.



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

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

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

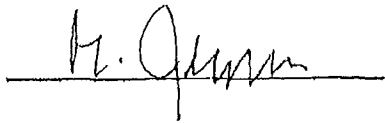
U1446894,
F4795511,
U4657920,
U4895282, and
U4804316

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

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

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

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

A handwritten signature in dark ink, appearing to read "H. Quinn", is written over a horizontal line.



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

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

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

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

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

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

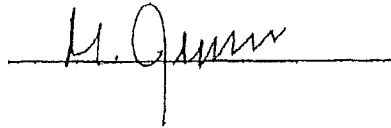
exchange and all proceeds of such sales or distributions are maintained in the account where such securities were held; and

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

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

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

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

A handwritten signature, appearing to be "M. Quinn", is written over a horizontal line. The signature is in dark ink and is somewhat stylized.



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

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

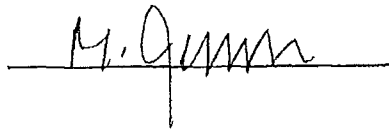
6045439-2228

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

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

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

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

A handwritten signature, appearing to read "M. Gurner", is written over a horizontal line. The signature is in cursive and includes a vertical line extending downwards from the end of the horizontal line.



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

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

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

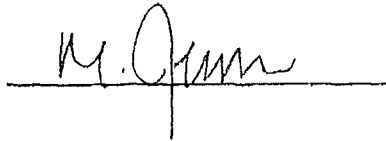
5002640-0122,
5004279-0122, and
0523771-0122

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

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

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

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

A handwritten signature, appearing to read "M. Quinn", is written over a horizontal line.



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

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

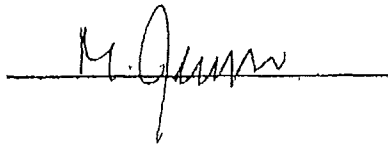
5266530-0125

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

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

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

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

A handwritten signature, appearing to be "M. Gurn", is written over a horizontal line.

SCHEDULE "B"
FREEZE DIRECTIONS OVER CHRYSALIS YOGA

See attached.



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

Phone: 416-263-7853
Fax: 416-593-2319

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

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

RE: Accounts at The Bank of Nova Scotia

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

SCHEDULE "B"
FREEZE DIRECTIONS OVER CHRYSALIS YOGA

See attached.



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

Phone: 416-263-7853
Fax: 416-593-2318

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

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

RE: Accounts at The Bank of Nova Scotia

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

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

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

M. Quinn

SCHEDULE "A" TO FREEZE DIRECTION

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



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

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

- and -

IN THE MATTER OF CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED

FREEZE DIRECTION
(Subsection 126(1))

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

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

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

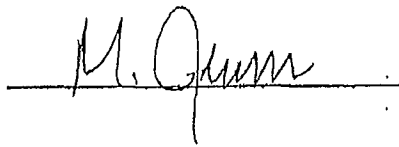
87296 00518 10

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

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

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

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

A handwritten signature, appearing to read "M. Quinn", is written over a horizontal line.

SCHEDULE "C"
COMMUNICATIONS PROTOCOL

WHEREAS:

1. Pursuant to Orders of the Honourable Justice _____ of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated April 26, 2017 (the "**Appointment Order**"), Grant Thornton Limited has been appointed as Receiver of a bank account No. 87296 00518 10 at Bank of Nova Scotia in the name of Chrysalis Yoga Inc., and of all of the assets, undertakings and properties (collectively, the "**Property**") of:
 - (i) Clayton Smith;
 - (ii) Crystal Wealth Management System Limited;
 - (iii) CLJ Everest Ltd.;
 - (iv) 1150752 Ontario Limited;
 - (v) Crystal Wealth Media Strategy;
 - (vi) Crystal Wealth Mortgage Strategy;
 - (vii) Crystal Enlightened Resource & Precious Metals Fund;
 - (viii) Crystal Wealth Medical Strategy;
 - (ix) Crystal Wealth Enlightened Factoring Strategy;
 - (x) ACM Growth Fund;
 - (xi) ACM Income Fund;
 - (xii) Crystal Wealth High Yield Mortgage Strategy;
 - (xiii) Crystal Enlightened Bullion Fund;
 - (xiv) Absolute Sustainable Dividend Fund;
 - (xv) Absolute Sustainable Property Fund;
 - (xvi) Crystal Wealth Enlightened Hedge Fund;
 - (xvii) Crystal Wealth Infrastructure Strategy;
 - (xviii) Crystal Wealth Conscious Capital Strategy;
 - (xix) Crystal Wealth Retirement One Fund;

(collectively, the "**Crystal Wealth Group**");

2. The Receiver was initially appointed pursuant to an Application of the Ontario Securities Commission (the "**OSC**") under section 129 of the *Securities Act* (Ontario);
3. The OSC has commenced an investigation into the activities of Crystal Wealth Management Systems Limited ("**Crystal Wealth**") and its principal, Clayton Smith ("**Smith**"), as well as the activities of companies connected to Smith, which investigation is ongoing.
4. In the course of the Receiver's appointment it receives, reviews and is otherwise advised of confidential information (including personal information), documents and/or materials (collectively, the "**Confidential Information**"), including without limitation Confidential Information relating to (i) the business, operations, financial condition and/or affairs of the Crystal Wealth Group; and (ii) former and current officers, directors, employees, clients, investors, shareholders and/or creditors of the Crystal Wealth Group;
5. Pursuant to paragraph 6(r) of the Appointment Order, the Receiver is authorized to share information, meet with and discuss with any regulatory bodies ("**Regulators**") and their advisors, including without limitation the OSC and any other regulatory authorities as the Receiver deems appropriate, on all matters relating to the Property, the affairs of the Crystal Wealth Group and the receivership of the Crystal Wealth Group, subject to such terms as to confidentiality as the Receiver deems advisable;
6. The Receiver is of the view that if so requested by the OSC or any other Regulator, the Receiver should have the authority to provide the requesting Regulator with information and documentation regarding the Crystal Wealth Group (the "**Information**", which term includes, without limitation, Confidential Information), on and subject to the terms of this protocol; and
7. Staff of the OSC seeks approval of this protocol by the Court.

NOW THEREFORE:

1. The Receiver may provide Information to the OSC or a Regulator upon request by the OSC or the Regulator; provided that the Receiver determines in its sole discretion that provision of such Information (i) is in the best interests of the estate herein, (ii) would not breach or be prohibited by any agreement to which the Receiver is a party or by the laws of any jurisdiction to which the Receiver (which term includes any of its officers, partners, employees and agents) may be subject; and (iii) would not result in the breach of any duty or obligation of confidentiality to which the Receiver (which term includes any of its officers, partners, employees and agents) may be subject or which the Receiver may owe pursuant to the laws of Canada or of any other jurisdiction.
2. The Regulator will deal with any Information provided by the Receiver in a manner consistent with any law to which the OSC or Regulator is subject, including, without limitation, the *Securities Act* (Ontario) and subject to any specific confidentiality

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

3. The Receiver is in no way responsible or liable for any incorrect and/or incomplete Information.
4. The Receiver shall have no liability arising from (i) the disclosure of Information to the Regulator; (ii) the content of the Information; (iii) the use of the Information by the Regulator; or (iv) any disclosure of the Information by the OSC or Regulator.

SCHEDULE "D"
DEPOSIT ACCOUNTS

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

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

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

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

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

SCHEDULE "E"

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

PRIVILEGE PROTOCOL FOR RECEIVER PRODUCTIONS

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

A. **HARD COPY DOCUMENTS**

1. The investigating team (the "**Team**") will endeavor not to request any hard copy documents from the Receiver that could be privileged.
2. Prior to requesting any documents, the Team will review any index provided by the Receiver. The Team will also not review any documents or folders obtained that on their face may contain privileged advice. For example, folders labelled "**Privileged and Confidential**" will not be reviewed and will be immediately returned to the Receiver.
3. Hard copy documents obtained from the Receiver will be scanned by the Technology & Evidence Control Unit ("**TEC**") and added to the main database of documents (the "**Main Database**").

B. **E-MAILS**

4. Upon request by the Team, the Receiver will provide electronic documents, which include the emails of certain custodians. These electronic documents will not have been reviewed for privilege prior to production.
5. TEC will upload the electronic documents into a database (the "**Receiver Database**") that is segregated from the Main Database. The Team will never have access to the Receiver Database.
6. TEC may "**de-dupe**" the electronic documents in the Receiver Database.
7. TEC will run searches through the Receiver Database to attempt to identify potentially privileged electronic documents (the "**Blind Search**"). The search terms for the Blind Search will be provided by the Team, based on its knowledge of the file (see Appendix

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

8. TEC will generate a summary report of the emails in the Receiver Database that contain "hits" from the Blind Search. The Report will set out the address fields (i.e., "To"; "From"; "CC" and "BCC"). A Team member will review the report to determine which emails have also been addressed to third parties and will code those emails as "Third Party". Those emails may also be added to the Main Database and can be reviewed by the Team.
9. With regard to the remaining electronic documents in the Receiver Database, that is those which generated a "hit" in the Blind Search, the Team will discuss next steps with the Receiver before taking any steps with respect to these documents. Options to consider may include, but are not limited to, delaying the assessment of privilege issues in the Receiver Database to a later time when a privilege holder is able to review or initiating a privilege review with the use of a "Filter Lawyer".

IDENTIFICATION AND SEGREGATION OF POTENTIALLY PRIVILEGED DOCUMENTS DURING REVIEW

1. In the event a Team member comes across a potentially privileged document in the Main Database, the Team member will stop reviewing the document immediately, record the document ID and advise litigation counsel, who will advise the Receiver.
2. If the potentially privileged document identified was originally a hard copy document, TEC will remove the electronic version from the Main Database and will identify the original document from the boxes provided by the Receiver. TEC will secure the document in an envelope, which will be returned to the Receiver with a completed chain of custody form.
3. If the potentially privileged document identified was originally an electronic document, TEC will remove the document from the Main Database and put it back into the Receiver Database, to which the Team has no access.
4. If possible, TEC may extract information such as name of lawyer, name of law firm, email address and, upon direction by litigation counsel, use the information to run further Blind Searches in the Main Database to segregate any similar, additional documents identified. These electronic documents will be dealt with as described in item 8, above.

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

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

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

APPENDIX "A"

**PRIVILEGE SEARCH TERMS
LAWYERS AND LAW FIRMS**

From following list, search:

- (a) last name of known lawyer
- (b) portions of law firm email address
- (c) email address of known lawyer (to the extent not covered by (b))

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

SCHEDULE "F"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

ONTARIO SECURITIES COMMISSION

and CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, *ET AL.*

Applicant

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at TORONTO

APPOINTMENT ORDER

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

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

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

*Lawyers for the Applicant,
Ontario Securities Commission*

Tab B

Attached is Exhibit "B" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.
SHAKARA JOHN

PERSONAL GUARANTEE

THIS GUARANTEE dated this 3 of November, 2015.

From: Robert Maljaars
222014 Township Rd 9-4 PO Box 1129
Coalhurst AB T0L 0V0
(the "Guarantor")

To: Crystal Wealth Management System Limited (in trust)
3385 Harvester Road, Suite 200.
Burlington, ON L7N 3N2
(the "Factor")

Re: Dome Mountain Resources of Canada Inc.
112 Cranston Drive SE
Calgary AB, T3M 1A8
(the "Merchant")

IN CONSIDERATION OF the Factor extending future credit from time to time to the Merchant, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness (the "Debt") due to the Factor by the Merchant, under the terms of certain debt agreements (the "Agreement") and under the following terms and conditions:

1. The Guarantor guarantees that the Merchant will promptly pay the full amount of principal and interest of the Debt as and when the same will in any manner be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.
2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor's assets without the prior written consent of the Factor.
3. To the extent permitted by law, the Guarantor waives all defenses, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Merchant.
4. The Factor is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
5. The Factor will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.

6. The Factor may grant extensions of time or other indulgences and otherwise deal with the Merchant and with other parties and securities as the Factor may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
7. Any impairment of the security, which the Factor may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Factor is not required to exercise diligence to enforce its rights against the Merchant.
8. The Factor may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Merchant to the Factor, and may also settle or compromise any claim of the Factor against the Merchant or against any other person or corporation whose obligation is held by the Factor as collateral security for any obligation of the Merchant or the Factor.
9. This Guarantee is for the use and benefit of the Factor, and will also be for the use and benefit of any subsequent Factor to whom the Factor may assign this Guarantee.
10. The liability of the Guarantor will continue until payment is made of every obligation of the Merchant now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Factor with respect to any matter covered by this Guarantee or any of the Agreement.
11. The Guarantor further waives all rights, by statute or otherwise, to require the Factor to institute suit against the Merchant, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. All present and future indebtedness of the Merchant to the Guarantor is hereby assigned to the Factor. All monies received by the Guarantor from the Merchant will be received in trust for the Factor and upon receipt are to be paid over to the Factor until such time as the Debt owed by the Merchant has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Factor's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Factor and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Factor by law or in equity.
15. The Factor may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Factor as collateral security.
16. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.

17. This Guarantee is made pursuant to the laws of the Province of Ontario. In the event that this Guarantee must be enforced by the Factor, all reasonable costs and expenses, including attorney's fees, incurred by the Factor will be paid by the Guarantor.
18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this Guarantee or any part of this Guarantee.
19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Factor unless made in writing over the signature of the Factor or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, fax, email or otherwise delivered to the address provided below.

Robert Maljaars
222014 Township Rd 9-4 PO Box 1129
Coalhurst AB T0L 0V0

IN WITNESS WHEREOF the Guarantor has duly affixed its signature under hand and seal on this 3 of November, 2015.

SIGNED, SEALED OR ATTESTED
in the presence of:

Witness

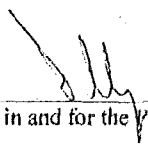
Robert Maljaars

THE GUARANTEE ACKNOWLEDGEMENT ACT CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. ROBERT MAJZANS, of CANADA, AB, Canada, the Guarantor (or one of the Guarantors) in the Guarantee dated the 3 day of Nov, 20 15, made between Dome Mountain Resources of Canada Inc. and Crystal Wealth Management System Limited (in trust) which this Certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she has executed the Guarantee.
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the Guarantee and understands it.

GIVEN AT LETHBRIDGE, AB, Canada, this 3 day of Nov, 20 15 under my hand and seal of office.


A Notary in and for the Province of Alberta

DOUGLAS N. ALLEN
BARRISTER & SOLICITOR

STATEMENT OF GUARANTOR
I am the person named in the Certificate



Tab C

Attached is Exhibit "C" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.

SHAKIRA JOHN

PERSONAL GUARANTEE

THIS GUARANTEE dated this 04th of November, 2015.

From: Darcy Pahl
112 Cranston Drive SE
Calgary AB T3M 1A8
(the "Guarantor")

To: Crystal Wealth Management System Limited (in trust)
3385 Harvester Road, Suite 200,
Burlington, ON L7N 3N2
(the "Factor")

Re: Dome Mountain Resources of Canada Inc.
112 Cranston Drive SE
Calgary AB, T3M 1A8
(the "Merchant")

IN CONSIDERATION OF the Factor extending future credit from time to time to the Merchant, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness (the "Debt") due to the Factor by the Merchant, under the terms of certain debt agreements (the "Agreement") and under the following terms and conditions:

1. The Guarantor guarantees that the Merchant will promptly pay the full amount of principal and interest of the Debt as and when the same will in any manner be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.
2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor's assets without the prior written consent of the Factor.
3. To the extent permitted by law, the Guarantor waives all defenses, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Merchant.
4. The Factor is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
5. The Factor will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.

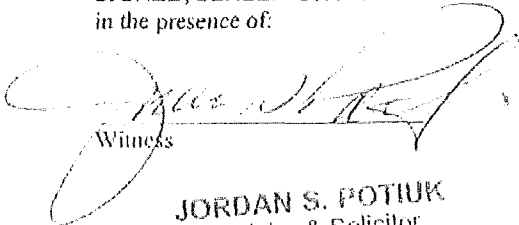
6. The Factor may grant extensions of time or other indulgences and otherwise deal with the Merchant and with other parties and securities as the Factor may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
7. Any impairment of the security, which the Factor may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Factor is not required to exercise diligence to enforce its rights against the Merchant.
8. The Factor may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Merchant to the Factor; and may also settle or compromise any claim of the Factor against the Merchant or against any other person or corporation whose obligation is held by the Factor as collateral security for any obligation of the Merchant or the Factor.
9. This Guarantee is for the use and benefit of the Factor, and will also be for the use and benefit of any subsequent Factor to whom the Factor may assign this Guarantee.
10. The liability of the Guarantor will continue until payment is made of every obligation of the Merchant now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Factor with respect to any matter covered by this Guarantee or any of the Agreement.
11. The Guarantor further waives all rights, by statute or otherwise, to require the Factor to institute suit against the Merchant, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. All present and future indebtedness of the Merchant to the Guarantor is hereby assigned to the Factor. All monies received by the Guarantor from the Merchant will be received in trust for the Factor and upon receipt are to be paid over to the Factor until such time as the Debt owed by the Merchant has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Factor's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Factor and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Factor by law or in equity.
15. The Factor may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Factor as collateral security.
16. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.

17. This Guarantee is made pursuant to the laws of the Province of Ontario. In the event that this Guarantee must be enforced by the Factor, all reasonable costs and expenses, including attorney's fees, incurred by the Factor will be paid by the Guarantor.
18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this Guarantee or any part of this Guarantee.
19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Factor unless made in writing over the signature of the Factor or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, fax, email or otherwise delivered to the address provided below.

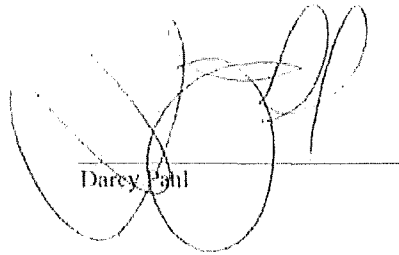
Darcy Pahl
112 Cranston Drive SE
Calgary AB T3M 1A8

IN WITNESS WHEREOF the Guarantor has duly affixed its signature under hand and seal on this 04 of November, 2015.

SIGNED, SEALED OR ATTESTED
in the presence of:


Witness

JORDAN S. POTIUK
Barrister & Solicitor
CORNERSTONE LAW GROUP LLP
225, 10655 Southport Road S.W.
Calgary, Alberta T2W 4Y1

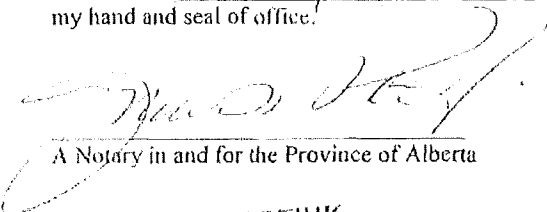

Darcy Pahl

THE GUARANTEE ACKNOWLEDGEMENT ACT CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Mary Pahl of Quebec, Alberta, Canada, the Guarantor (or one of the Guarantors) in the Guarantee dated the 4th day of June, 2015 made between Dome Mountain Resources of Canada Inc. and Crystal Wealth Management System Limited (in trust) which this Certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she has executed the Guarantee.
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the Guarantee and understands it.

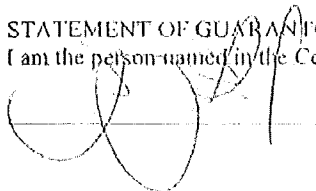
GIVEN AT Calgary, Alberta, Canada, this 04th day of November, 2015 under my hand and seal of office.


A Notary in and for the Province of Alberta

JORDAN S. POTIUK
Barrister & Solicitor
CORNERSTONE LAW GROUP LLP
225, 10655 Southport Road S.W.
Calgary, Alberta T2W 4Y1

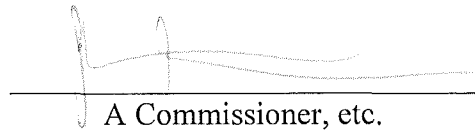
JORDAN S. POTIUK
BARRISTER AND SOLICITOR, NOTARY PUBLIC
IN AND FOR ALBERTA

STATEMENT OF GUARANTOR
I am the person named in the Certificate



Tab D

Attached is Exhibit "D" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.
SHAKARA JONES

PERSONAL GUARANTEE

THIS GUARANTEE dated this 20 day of Novmeber , 2014.

From: Marion DenHollander
3891 Turner Rd
Tappen, BC V0E 2X1
(the "Guarantor")

To: Crystal Enlightened Income Fund of 3385 Harvester Road,
Suite 200 Burlington, ON, L7N 3N2
(the "Factor")

Re: 647497 BC Ltd.
3891 Turner Rd Ltd.
Tappen, BC V0E 2X1
(the "Merchant")

IN CONSIDERATION OF the Factor extending future credit from time to time to the Merchant, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness (the "Debt") due to the Factor by the Merchant, under the terms of certain debt agreements (the "Agreement") and under the following terms and conditions:

1. The Guarantor guarantees that the Merchant will promptly pay the full amount of principal and interest of the Debt as and when the same will in any manner be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.
2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor's assets without the prior written consent of the Factor.
3. To the extent permitted by law, the Guarantor waives all defenses, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Merchant.
4. The Factor is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
5. The Factor will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.

6. The Factor may grant extensions of time or other indulgences and otherwise deal with the Merchant and with other parties and securities as the Factor may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
7. Any impairment of the security, which the Factor may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Factor is not required to exercise diligence to enforce its rights against the Merchant.
8. The Factor may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Merchant to the Factor, and may also settle or compromise any claim of the Factor against the Merchant or against any other person or corporation whose obligation is held by the Factor as collateral security for any obligation of the Merchant or the Factor.
9. This Guarantee is for the use and benefit of the Factor, and will also be for the use and benefit of any subsequent Factor to whom the Factor may assign this Guarantee.
10. The liability of the Guarantor will continue until payment is made of every obligation of the Merchant now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Factor with respect to any matter covered by this Guarantee or any of the Agreement.
11. The Guarantor further waives all rights, by statute or otherwise, to require the Factor to institute suit against the Merchant, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. All present and future indebtedness of the Merchant to the Guarantor is hereby assigned to the Factor. All monies received by the Guarantor from the Merchant will be received in trust for the Factor and upon receipt are to be paid over to the Factor until such time as the Debt owed by the Merchant has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Factor's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Factor and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Factor by law or in equity.
15. The Factor may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Factor as collateral security.
16. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.

17. This Guarantee is made pursuant to the laws of the Province of Alberta. In the event that this Guarantee must be enforced by the Factor, all reasonable costs and expenses, including attorney's fees, incurred by the Factor will be paid by the Guarantor.
18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this Guarantee or any part of this Guarantee.
19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Factor unless made in writing over the signature of the Factor or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, fax, email or otherwise delivered to the address provided below.

Marion DenHollander
3891 Turner Rd
Tappen, BC V0E 2X1

IN WITNESS WHEREOF the Guarantor has duly affixed its signature under hand and seal on this 20 day of November 2014.

SIGNED, SEALED OR ATTESTED
in the presence of:

Reed Ch
Witness

[Signature]

THE GUARANTEE ACKNOWLEDGEMENT ACT CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Person Contributing to Trust, BC, Canada, the Guarantor (or one of the Guarantors) in the Guarantee dated the 20 day of Nov, 2014, made between Person Contributing to Trust and Crystal Enlightened Income fund which this Certificate is attached to or noted upon, appeared in person before me and acknowledged the he/she has executed the Guarantee.
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the Guarantee and understands it.

GIVEN AT Salmon Arm, BC, Canada, this 20 day of Nov, 2014
under my hand and seal of office.

Rod Chorneyko
A Notary in and for the Province of BC

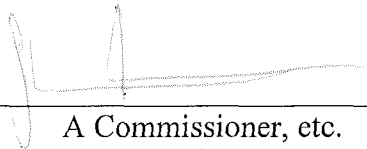
RODNEY A. CHORNEYKO
Barrister & Solicitor
#102, 951-5th Ave. S.W.
Salmon Arm, BC V1E 2R9
Ph:(250) 832-1500 Fax:(250) 832-1525

STATEMENT OF GUARANTOR
I am the person named in the Certificate

[Signature]

Tab E

Attached is Exhibit "E" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018

A handwritten signature in dark ink, appearing to read "Shakraia John", is written over a horizontal line.

A Commissioner, etc.

SHAKRAIA JOHN

PERSONAL GUARANTEE

THIS GUARANTEE dated this 8th day of January, 2015.

From: Jeff Maljaars
8508 Black Mountain Rd.
Chase BC, V0E 1M0
(the "Guarantor")

To: Crystal Enlightened Income Fund of 3385 Harvester Road,
Suite 200 Burlington, ON, L7N 3N2
(the "Factor")

Re: 1566496 Alberta Ltd.
PO Box 91
Pritchard BC, V0E 2P0
(the "Merchant")

IN CONSIDERATION OF the Factor extending future credit from time to time to the Merchant, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness (the "Debt") due to the Factor by the Merchant, under the terms of certain debt agreements (the "Agreement") and under the following terms and conditions:

1. The Guarantor guarantees that the Merchant will promptly pay the full amount of principal and interest of the Debt as and when the same will in any manner be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.
2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor's assets without the prior written consent of the Factor.
3. To the extent permitted by law, the Guarantor waives all defenses, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Merchant.
4. The Factor is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
5. The Factor will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.

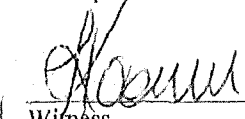
6. The Factor may grant extensions of time or other indulgences and otherwise deal with the Merchant and with other parties and securities as the Factor may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
7. Any impairment of the security, which the Factor may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Factor is not required to exercise diligence to enforce its rights against the Merchant.
8. The Factor may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Merchant to the Factor, and may also settle or compromise any claim of the Factor against the Merchant or against any other person or corporation whose obligation is held by the Factor as collateral security for any obligation of the Merchant or the Factor.
9. This Guarantee is for the use and benefit of the Factor, and will also be for the use and benefit of any subsequent Factor to whom the Factor may assign this Guarantee.
10. The liability of the Guarantor will continue until payment is made of every obligation of the Merchant now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Factor with respect to any matter covered by this Guarantee or any of the Agreement.
11. The Guarantor further waives all rights, by statute or otherwise, to require the Factor to institute suit against the Merchant, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. All present and future indebtedness of the Merchant to the Guarantor is hereby assigned to the Factor. All monies received by the Guarantor from the Merchant will be received in trust for the Factor and upon receipt are to be paid over to the Factor until such time as the Debt owed by the Merchant has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Factor's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Factor and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Factor by law or in equity.
15. The Factor may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Factor as collateral security.
16. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.

17. This Guarantee is made pursuant to the laws of the Province of Ontario. In the event that this Guarantee must be enforced by the Factor, all reasonable costs and expenses, including attorney's fees, incurred by the Factor will be paid by the Guarantor.
18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this Guarantee or any part of this Guarantee.
19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Factor unless made in writing over the signature of the Factor or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, fax, email or otherwise delivered to the address provided below.

Jeff Maljaars
8508 BlackMountain Rd.
Chase BC, V0E 1M0

IN WITNESS WHEREOF the Guarantor has duly affixed its signature under hand and seal on this ^{8th} day of January, 2015.

SIGNED, SEALED OR ATTESTED
in the presence of:



Witness



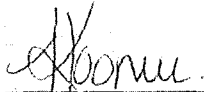
JASMINE K. KOONER
BARRISTER & SOLICITOR
102 - 635 VICTORIA STREET
KAMLOOPS, BC V2C 2B3
(250) 372-3233
jasmine@chahalpriddle.ca

THE GUARANTEE ACKNOWLEDGEMENT ACT CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Jeff Maljaars, of Chase, BC, Canada, the Guarantor (or one of the Guarantors) in the Guarantee dated the 8th day of January, 2015, made between 1566496 Alberta Ltd. and Crystal Enlightened Income fund which this Certificate is attached to or noted upon, appeared in person before me and acknowledged the he/she has executed the Guarantee.
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the Guarantee and understands it.

GIVEN AT Kamloops, BC, Canada, this 9th day of January, 2015 under my hand and seal of office.



A Notary in and for the Province of ~~Alberta~~

British Columbia

JASMINE K. KOONER
BARRISTER & SOLICITOR
102 - 635 VICTORIA STREET
KAMLOOPS, BC V2C 2B3
(250) 372-3233
jasmine@chahalpriddie.ca

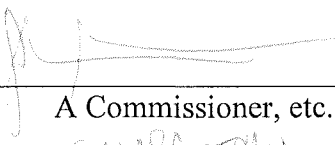
STATEMENT OF GUARANTOR

I am the person named in the Certificate



Tab F

Attached is Exhibit "F" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.
SHERIDA JONES



LAW OFFICES*

R. (Ron) McDonald, Q.C.

William F. Malcolm

David C. Cavilla

Shawn Leclerc

Our file: SRL-053

Without Prejudice

Monday, 22 October 2018

"via email: sgraff@airdberlis.com;
and via fax: 416.863.1515"

Steven L. Graff
Aird & Berlis LLP
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Dear Sir:

RE: Crystal Wealth v Marion DenHollander

Enclosed for service upon you is my client's Notice of Intent to Defend. Please confirm service of by return correspondence to our office.

Also, as soon as you are able, please advise whether you client will agree to either a waiver time to defend or to an extension of time to defend in light of the fact that I am recently retained.

Yours truly,

RMCD LAW OFFICES*

Per: 

SHAWN LECLERC

Barrister & Solicitor

SRL*aw

* "RMCD LAW OFFICES" is a trade name representing an association of independent law practices

Court File No.: CV-18-604459-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

**CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH
ENLIGHTENED FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE
FUND, by their Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED**
Plaintiffs

and

**ROBERT MALJAARS, DARCY, PAHL, MARION DENHOLLANDER
and JEFFREY MALJAARS**

Defendants

NOTICE OF INTENT TO DEFEND

The Defendant, MARION DENHOLLANDER, intends to defend this action.

Date: October 22, 2018

RMCD LAW OFFICES
243 12B Street North
Lethbridge, AB T1H 2K8

Shawn R. Leclerc (71598Q)
Tel: 403.328.9125
Fax: 403.328.9143
lexsrl@telus.net
Solicitor for the Defendant,
Marion DenHollander

TO: AIRD & BERLIS LLP
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff
Mark J. van Zandvoort
Shakaira John
Tel: 416.863.1500
Fax: 416.863.1515
Solicitors for the Plaintiffs

Email: sgraff@airdberlis.com
Email: mvandvoort@airdberlis.com
Email: sjohn@airdberlis.com

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED et al.
Plaintiff

v. DenHollander et al.
Defendant

Court File No: CV-18-604459-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

TORONTO

NOTICE OF INTENT TO DEFEND

**RMcD LAW OFFICES
243 12B Street North
Lethbridge, AB T1H 2K8**

**Shawn R. Leclerc (71598Q)
Tel: 403.328.9125
Fax: 403.328.9143
lexsrl@telus.net
Solicitor for the Defendant,
Marion DenHollander**

10/22/2018 02:11PM 403-328-9143

RMCD LAW OFFICES

PAGE 03/03

Shakaira John

From: Shawn Leclerc <lexsrl@telus.net>
Sent: October-25-18 12:28 AM
To: Mark van Zandvoort
Cc: Steve Graff; Alberta Willison
Subject: Re: Crystal Wealth v. Marion DenHollander (CV-18-604459-00CL)
Attachments: image003.jpg

Mark,

Please convey my gratitude to your client for the extension of time.

Yours,
Shawn

On Wed, Oct 24, 2018 at 12:50 PM Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:

Shawn,

Further to your correspondence dated October 22, 2018, I can advise that the plaintiff will extend an indulgence for Ms. DenHollander to deliver her statement of defence **on or before Friday, November 16, 2018**. After that time, should a defence not be received, default proceedings will be initiated without further notice.

Regards,

Mark van Zandvoort

T 416.865.4742

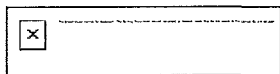
F 416.863.1515

E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800

Toronto, Canada M5J 2T9 | airdberlis.com



This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error.

If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Alberta @ RMcD Law Offices [<mailto:rmcdlaw.alberta@gmail.com>]
Sent: October-22-18 4:14 PM

To: Steve Graff
Cc: lexsrl@telus.net
Subject: Crystal Wealth v. Marion DenHollander

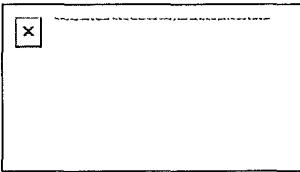
Good afternoon,

Please see attached correspondence from Shawn Leclerc.

Yours truly,

Sender: Alberta Willison

ALBERTA WILLISON, Legal Assistant / Litigation Department



The Law Practices of R. (Ron) McDonald, Q.C., William F. Malcolm, David C. Cavilla & Shawn Leclerc

243 - 12B Street North * Lethbridge, Alberta * CANADA * T1H 2K8

Phone: (403) 328-9125 * FAX: (403) 328-9143 * General inquiries email: rmcdlaw@telus.net *

www.RMcDLawOffice.com

Please note: this email address is not a valid address for service pursuant to Rule 11.21 of the Alberta Rules of Court. Service will be accepted by courier, recorded mail, or fax.

THIS EMAIL COMMUNICATION IS INTENDED ONLY FOR THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL AND/OR PRIVILEGED INFORMATION. ANY USE OF THIS INFORMATION BY PERSONS OR ENTITIES OTHER THAN THE INTENDED RECIPIENT IS PROHIBITED. IF YOU RECEIVED THIS IN ERROR, PLEASE CONTACT THE SENDER AND DELETE THE EMAIL AND ALL COPIES (ELECTRONIC OR OTHERWISE) IMMEDIATELY.

--

Sender: Shawn Leclerc, B.A., J.D., Lawyer



The Law Practices of R. (Ron) McDonald, Q.C., William F. Malcolm, David C. Cavilla & Shawn Leclerc

243 - 12B Street North * Lethbridge, Alberta * CANADA * T1H 2K8

Phone: (403) 328-9125 * FAX: (403) 328-9143

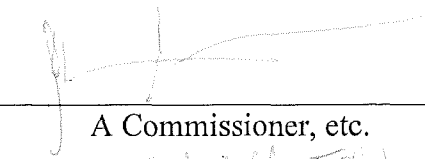
www.RMcDLawOffice.com * General inquiries email: rmcdlaw@telus.net

Please note: this email address is not a valid address for service pursuant to Rule 11.21 of the Alberta Rules of Court. Service will be accepted by courier, recorded mail, or fax.

THIS EMAIL COMMUNICATION IS INTENDED ONLY FOR THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL AND/OR PRIVILEGED INFORMATION. ANY USE OF THIS INFORMATION BY PERSONS OR ENTITIES OTHER THAN THE INTENDED RECIPIENT IS PROHIBITED. IF YOU RECEIVED THIS IN ERROR, PLEASE CONTACT THE SENDER AND DELETE THE EMAIL AND ALL COPIES (ELECTRONIC OR OTHERWISE) IMMEDIATELY.

Tab G

Attached is Exhibit "G" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.
SHAKIRA SAM

AIRD BERLIS

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

October 30, 2018

BY REGULAR MAIL AND EMAIL (bobnet33@gmail.com)

Robert Maljaars
222014 Township Rd 9-4 PO Box 1129
Coalhurst, AB T0L 0V0

Robert Maljaars
P.O. Box 242 Stn. M
Calgary, AB T2P 2H9

Dear Mr. Maljaars:

**Re: Receivership of Crystal Wealth Group, Ontario Superior Court of Justice
Court File No. CV-17-1179-00CL**
and Re: Dome Mountain Resources of Canada Inc.
and Re: Robert Maljaars Guarantee Obligations (Court File No. CV-604459-00CL)

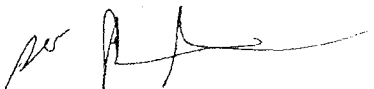
As you know, we are the lawyers for Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed Receiver and Manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Crystal Wealth Management System Limited (the "**Company**"), Crystal Wealth Enlightened Factoring Strategy (the "**Factoring Fund**") and Crystal Wealth Enlightened Hedge Fund (the "**Hedge Fund**", and together with the Factoring Fund, the "**Funds**").

Please be advised that in accordance with your personal obligations to the Company (in Trust for the Funds) pursuant to a Guarantee executed by you and dated November 3, 2015 (the "**Personal Guarantee**"), the Receiver has commenced an action against you in the Ontario Superior Court of Justice (Commercial List) (Court File No. CV-18-604459-00CL) seeking payment of the indebtedness owing by you under the Personal Guarantee.

Our efforts to effect personal service of the Statement of Claim upon you have been unsuccessful. Accordingly, we enclose a copy of the Statement of Claim herein, and will be bringing a motion seeking an Order validating service, or, alternatively, permitting substituted service by regular mail and email.

Yours truly,

AIRD & BERLIS LLP



Mark van Zandvoort
MVZ/dh

Encls.

cc: Grant Thornton Limited, the Court-Appointed Receiver
Christian J. Popowich, Code Hunter Barristers, Lawyers for Dome Mountain Resources of Canada Inc., by email at cpopowich@codehunterllp.com

34086123.2

Tab H

Attached is Exhibit "H" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.
SHAKIRA SOM

Shakaira John

From: Shakaira John
Sent: October-30-18 4:16 PM
To: 'bobnet33@gmail.com'
Cc: 'Bando, Bruce'; 'cpopowich@codehunterllp.com'; Mark van Zandvoort
Subject: Re: Receivership of Crystal Wealth Group, Ontario Superior Court of Justice Court File No. CV-17-1179-00CL, Robert Maljaars Guarantee Obligations (Court File No. CV-604459-00CL)
Attachments: Letter to Robert Maljaars encl. statement of claim (2).pdf

Dear Mr. Maljaars,

Please see the attached letter of today's date, and enclosure. Hard copies have been sent to you by regular mail.

Regards,

Shakaira John

T 416.865.4637
F 416.863.1515
E sjohn@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com



This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

Shakaira John

From: Shakaira John
Sent: September-20-18 10:13 AM
To: 'cpopowich@codehunterllp.com'
Cc: Mark van Zandvoort; 'Bando, Bruce'; Knight, Jason; 'ddp.icc@gmail.com'; 'bobnet33@gmail.com'
Subject: Re: Darcy Pahl, Robert Maljaars and Jeffrey Maljaars Guarantee Obligations - Court File No. CV-18-604459-00CL
Attachments: Letter to C. Popowich re statement of claim.pdf

Christian,

Please see attached letter of today's date, and enclosure.

Regards,

Shakaira John

T 416.865.4637
F 416.863.1515
E sjohn@airdberlis.com

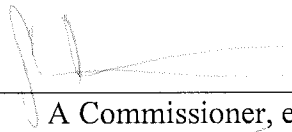
Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error.
If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

Tab I

Attached is Exhibit "I" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.

SHERIDA JOHN

Shakaira John

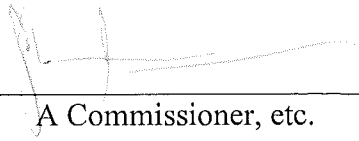
From: Darcy Pahl <ddp.icc@gmail.com>
Sent: October-03-18 2:27 AM
To: Mark van Zandvoort
Cc: Bob Canada
Subject: Term Sheet
Attachments: Dome Term Sheet signed.pdf; DMRC Sept 28 2018 signed.pdf

--

This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

Tab J

Attached is Exhibit "J" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018

A handwritten signature in dark ink, appearing to be "J. H. ...", written over a horizontal line.

A Commissioner, etc.

SWORN 5/11/18

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

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

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**REFUSALS/OBJECTIONS GIVEN DURING THE EXAMINATION OF ROBERT MALJAARS
PURSUANT TO THE RECEIVERSHIP ORDER, HELD ON MARCH 22, 2018**

<u>No.</u>	<u>Pg. #</u>	<u>Refusals/Objections</u>	<u>Response</u>
1.	4	Blanket refusal – That no question will be answered regarding personal information and no undertakings will be provided.	
2.	4	To advise why Mr. DenHollander advised that Mr. Maljaars resides in Lethbridge.	
3.	4	To confirm that Mr. Maljaars resides at 222014 Twin 9 Fork, Coalhurst.	
4.	5	To advise how Mr. Maljaars knows Darcy Pahl.	
5.	5/6	To advise how Mr. Maljaars met Darcy Pahl.	
6.	6	To advise if Mr. Maljaars was introduced by someone to Darcy Pahl.	

No.	Pg. #	Refusals/Objections	Response
7.	6	To confirm that Mr. Maljaars introduced Mr. Pahl to Jeffrey Froese at Frontline Factoring Inc.	
8.	7	To advise how Mr. Maljaars knows Jerry.	
9.	7	To advise what Mr. Maljaars' experience is in the mining industry from 2000 to present.	
10.	9	To advise what experience Mr. Maljaars has in the mining industry from 2000 moving forward to obtain the background of Mr. Maljaars providing consulting services with Dome Mountain mine.	
11.	9	To advise if Mr. Maljaars has read the receiver's first or second report to the court in this proceeding.	
12.	17	To advise when the first meeting occurred with Mr. McBean and Mr. Pahl.	
13.	19	To advise the actual company or entity names of the individuals involved in the five groups that were dealt with about a potential acquisition involving an equity in Gavin Mines.	
14.	21	To advise what Mr. Maljaars email address is.	
15.	23	To advise the name of the lawyer that was given to Mr. Pahl.	
16.	25	To produce the agreement between Mr. Pahl and Mr. Tattersal.	
17.	42	To advise why Mr. Maljaars said that Jeff is friends with Jerry Froese.	
18.	54	To advise what project Mr. Maljaars and Mr. DenHollander started where they needed to raise money from investors.	
19.	55	To advise who the investors were that were tied to Mr. Maljaars at the time that Lloyd was looking to sell Gavin Mines.	
20.	57	To advise where Mr. Maljaars income came from between 2010 and 2014.	

<u>No.</u>	<u>Pg. #</u>	<u>Refusals/Objections</u>	<u>Response</u>
21.	69	To produce copies of the bank statements for the bank account from 156 Alberta to which funds were always transferred as a result of its arrangements with Frontline and Crystal Wealth from February 2015 onwards.	
22.	70	To advise the current balance of 156 Alberta's TD bank account in West Lethbridge.	
23.	77	To produce whatever accounting or reporting Lloyd gave concerning how the \$7 million he received from the Crustal Wealth Financing was deployed and utilized on the mine or to pay payables.	
24.	106	To advise what Mr. Maljaars specific efforts are towards taking out Crystal's indebtedness.	
25.	115	To advise if Mr. Maljaars would get a set fee for each client that he brought to Jerry Froese.	
26.	116	To advise if Mr. Maljaars and Mr. DenHollander were involved on any mutual projects where they both invested in.	
27.	116	To advise of the investments that Mr. Maljaars made with Darcy Pahl.	
28.	116	To advise if Mr. Van Dyke has an office he operates out of in Lethbridge.	
29.	117	To produce the financial statements for 156 Alberta since January 2014.	
30.	118	To advise how Mr. Maljaars knows Chuck Pinnell.	
31.	119	With reference to Exhibit 12, to answer any questions with respect to investments with Mr. Housego, Mr. Froese or Mr. DenHollander and the property in Chili called Laguna Torca.	
32.	120	For Mr. Maljaars to answer questions regarding where the money came from to purchase the property of Laguna Torca or whether or not Mr. Housego, Mr. Froese or Mr. DenHollander invested in it.	

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven Graff – LSUC# 31871V
E-mail: sgraff@airdberlis.com

Mark van Zandvoort– LSUC #59120U
E-mail: mvanzandvoort@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for Grant Thornton Limited in its capacity
and Court-Appointed Receiver of the Crystal
Wealth Group

Tab K

Attached is Exhibit "K" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.

WAKARA JAW

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE
JUSTICE CONWAY

)
)
)
)
)
MONDAY, THE 20th DAY
OF AUGUST, 2018



BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

APPLICATION UNDER SECTION 129 OF THE SECURITIES ACT
R.S.O. 1990, c. S.5, AS AMENDED

ORDER

THIS MOTION, made by Grant Thornton Limited ("GTL"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "Receiver"), without security, of all of the assets, undertakings and properties of each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("Chrysalis Yoga") (each of the Respondents except for Chrysalis Yoga being individually and collectively, the "Crystal Wealth Group"), for an Order, *inter alia*, approving the Fourth Report of the Receiver dated July 20, 2018 (the "Fourth Report") and the activities of the Receiver set out in the Fourth Report, and for other relief requested by the

Receiver in its Notice of Motion dated July 20, 2018, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report, including the affidavit of Bruce Bando sworn July 19, 2018 (the "**Bando Affidavit**"), and the affidavit of Mark van Zandvoort sworn July 10, 2018 (the "**van Zandvoort Affidavit**"), the factum of Craig Clydesdale served August 13, 2018, and on hearing the submissions of counsel for the Receiver and such other counsel who were present, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service of Miranda Spence sworn July 23, 2018 and August 16, 2018, filed,

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the Receiver's motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Fourth Report and the activities of the Receiver described therein be and are hereby approved.
3. **THIS COURT ORDERS** that Confidential Appendix 1 and Confidential Appendix 3 (as defined in the Fourth Report) be and are hereby sealed until further Order of the Court.
4. **THIS COURT ORDERS** that the Receiver's methodology and proposal to make an interim distribution to investors of certain Crystal Wealth Funds, as set out in the Fourth Report, be and is hereby approved, and that the Receiver is hereby authorized to make such interim distribution to such investors.
5. **THIS COURT ORDERS** that Alberto Storelli, Brian Peoples, and Joe Harker are in contempt as a result of their failure to comply with the Order issued by this Court on December 11, 2017 (the "**December 11, 2017 Order**"), which Order required that each of them provide the Receiver and its lawyers, Aird & Berlis LLP, with certain requested but still outstanding information required by the Receiver for a proper account reconciliation and assessment of the US Real Estate LP (as defined in the Fourth Report).
6. **THIS COURT ORDERS** that, as a result of their failure to comply with the December 11, 2017 Order and the finding of contempt against them as set out in paragraph 5 above, Alberto Storelli, Brian Peoples, and Joe Harker are forthwith ordered to comply with the December 11, 2017 Order, and to pay to the Receiver costs in the sum of \$10,000.

7. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements through to May 31, 2018, as appended to the Fourth Report, be and is hereby approved.

8. **THIS COURT ORDERS** that the Receiver's engagement of Adair Goldblatt Bieber LLP ("AGB LLP") pursuant to an engagement letter dated June 11, 2018, attached as Confidential Appendix 1 to the Fourth Report, be and is hereby approved.

9. **THIS COURT ORDERS** that each of Clayton Smith, Darcy Pahl, David DenHollander, Robert Maljaars, Jeffrey Maljaars, Al Housego, and Jerry Froese be and are hereby ordered to answer the undertakings given, and the questions which were taken under advisement and which were refused, during their respective examinations by the Receiver, as follows:

- (a) Clayton Smith shall forthwith answer the outstanding undertaking given, and shall answer the questions refused during his examination out of court, as set out in the charts appended as Appendix 17 to the Fourth Report;
- (b) Darcy Pahl shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 19 to the Fourth Report;
- (c) David DenHollander shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 21 to the Fourth Report;
- (d) Robert Maljaars shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 20 to the Fourth Report;
- (e) Jeffrey Maljaars shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 22 to the Fourth Report;
- (f) Al Housego shall forthwith answer the outstanding undertaking given during his examination out of court, as set out in the chart appended as Appendix 23 to the Fourth Report; and

- (g) on the consent of Jerry Froese and the Receiver, Jerry Froese shall forthwith answer: (i) the outstanding undertakings given during his examination out of court, being nos. 13, 18, 19, 20, 31 [production of a USB drive with the actual/native data as saved in the software], 34 [missing enclosures], 36, 41, and 42, as set out in the charts appended at Appendix 24 of the Fourth Report; and (ii) the questions taken under advisement and which were refused during his examination out of court, as set out in the charts appended as Appendix 24 to the Fourth Report.

10. **THIS COURT ORDERS** that, on the consent of the Receiver at the request of Regent Law Professional Corporation, paragraphs 162 and 164 of the Fourth Report be and are hereby amended as set out in Schedule "A" to this Order.

11. **THIS COURT ORDERS** that Craig Clydesdale be and is hereby ordered to answer the undertakings given, and the questions which were taken under advisement and which were refused at his examination held March 12 and 13, 2018, as set out at Appendix 18 to the Fourth Report, by no later than September 20, 2018, subject to the following:

- (a) Mr. Clydesdale's answer to Refusal #1 shall be kept confidential by the Receiver and counsel to the Receiver, and not posted on the Receiver's website or filed with the Court; and
- (b) Mr. Clydesdale shall not be required to answer Refusal #3 pending further Order of the Court.

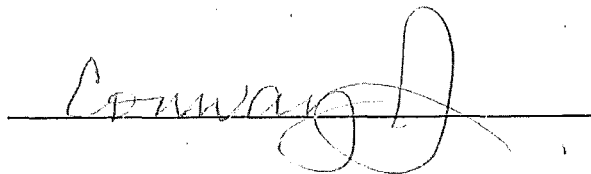
12. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period October 1, 2017 to May 31, 2018, as described in the Fourth Report and as set out in the Bando Affidavit, be and are hereby approved, and that the allocation of the Receiver's fees and disbursements from October 1, 2018 to May 31, 2018, as described and detailed in the Fourth Report, be and is hereby approved.

13. **THIS COURT ORDERS** that the fees and disbursements of Aird & Berlis LLP, counsel to the Receiver, for the period April 7, 2017 to May 31, 2018, as described in the Fourth Report and as set out in the van Zandvoort Affidavit, be and are hereby approved, and that the allocation of A&B's fees and disbursements in this regard, as described and detailed in the Fourth Report, be and is hereby approved.

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

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

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

A handwritten signature in cursive script, appearing to read "Conway", is written over a horizontal line.

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

AUG 20 2018

PER / PAR:

A handwritten signature in cursive script, appearing to read "Muh", is written over a horizontal line.

SCHEDULE A

Paragraph 162 of the Fourth Report shall be deemed to have been amended as follows (underlined portion reflecting amendment made to existing paragraph):

162 Also on February 23, 2018, A&B sent correspondence to Dionne indicating that it had received confirmation from Hudson Inc. that she had personally filed for bankruptcy, however, that neither DDI Corp nor DDI had filed for bankruptcy. In response, Dionne insisted that she had not executed the DDI Corporate Guarantees and requested that she be provided with the individual's name who provided same to the Receiver. A&B advised Dionne that Darren Smits ("Smits"), at that time of Miller Thomson LLP in Calgary, Alberta (now a lawyer of Burstall LLP), had provided the DDI Corporate Guarantees to the Receiver and that Wilson was counsel to the specific transaction. A&B further requested that the Receiver be included on all future correspondence between Smits and Dionne.

Paragraph 164 of the Fourth Report shall be deemed to have been amended as follows (underlined portion reflecting amendment made to existing paragraph):

164 Froese testified during his examination that the potential investment in Restoration Energy through a Factoring Agreement was initially put forth by Smits, who is Frontline's lawyer, and was also the lawyer to Restoration Energy, which Smits confirmed to the Receiver. Recently, the Receiver learned that Smits has left Miller Thomson LLP, and is now practicing at Burstall LLP in Calgary.

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

ORDER

AIRD & BERLIS LLP

Barristers and Solicitors
Brookfield Place
Suite 1800, 181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)

Tel: (416) 865-7726

Fax: (416) 863-1515

E-mail: sgraff@airdberlis.com

Mark van Zandvoort (LSUC # 59120U)

Tel: (416) 865-4742

Fax: (416) 863-1515

E-mail: mvanzandvoort@airdberlis.com

Lawyers for Grant Thornton Limited, in its capacity as Receiver and Manager of Crystal Wealth Management System Limited, Clayton Smith, Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund, CLJ Everest Ltd., and 1150752 Ontario Limited

Tab L

A Commissioner, etc.

Shakaira John

From: Mark van Zandvoort
Sent: September-26-18 3:08 PM
To: 'cpopowich@codehunterllp.com'
Cc: 'Bando, Bruce'; 'Knight, Jason'; Shakaira John
Subject: RE: Darcy Pahl, Robert Maljaars and Jeffrey Maljaars Guarantee Obligations - Court File No. CV-18-604459-00CL

Importance: High

Christian,

You continue to ignore our correspondence, and have failed to respond in any manner to our correspondence sent on August 20, September 11, and September 20, 2018. Furthermore, I understand that you have failed to respond to the voicemail left for you by The Bowra Group Inc., the bankruptcy trustee of 1566496 Alberta Ltd. As you know, your clients remain in breach of Court Orders, including the Order of Justice Conway issued August 20, 2018. If you are not responding because you have no instructions or are no longer retained on this matter, please advise us accordingly.

Regards,

Mark

From: Shakaira John
Sent: September-20-18 10:13 AM
To: 'cpopowich@codehunterllp.com'
Cc: Mark van Zandvoort ; 'Bando, Bruce' ; Knight, Jason ; 'ddp.icc@gmail.com' ; 'bobnet33@gmail.com'
Subject: Re: Darcy Pahl, Robert Maljaars and Jeffrey Maljaars Guarantee Obligations - Court File No. CV-18-604459-00CL

Christian,

Please see attached letter of today's date, and enclosure.

Regards,

Shakaira John

T 416.865.4637
F 416.863.1515
E sjohn@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

Shakaira John

From: Mark van Zandvoort
Sent: September-11-18 8:08 AM
To: 'cpopowich@codehunterllp.com'
Cc: Steve Graff
Subject: RE: Outstanding Refusals/Order from August 20, 2018 Motion - Receivership of the Crystal Wealth Group - CV-17-11779-00CL

Importance: High

Christian,

We have not received a response from you to my August 20th email below. Your clients are in breach of Justice Conway's Order. Please deliver the answers and associated documentation immediately, failing which, further relief will be pursued from the Court.

Regards,

Mark

From: Mark van Zandvoort
Sent: August-20-18 7:53 PM
To: 'cpopowich@codehunterllp.com'
Cc: Steve Graff
Subject: re: Outstanding Refusals/Order from August 20, 2018 Motion - Receivership of the Crystal Wealth Group - CV-17-11779-00CL
Importance: High

Christian:

Pursuant to paragraphs 9(b) to 9(e) of the Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) attached, Messrs. Pahl, DenHollander, Bob Maljaars, and Jeffrey Maljaars have been ordered to forthwith answer all questions refused during their examinations out of court, as set out in the charts appended as Appendix 19, 21, 20, and 22, respectively, of the Receiver's Fourth Report (available on the Receiver's Case Website, and which Report was served upon you on July 20, 2018).

We look forward to receiving your clients' answers and associated documentation without delay, in compliance with Justice Conway's Order. Please confirm.

Regards,

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

Mark

From: Mark van Zandvoort

Sent: Monday, August 20, 2018 7:14 PM

To: 'ahuculak@osc.gov.on.ca'; 'ychisholm@osc.gov.on.ca'; 'jonathan.krieger@ca.gt.com'; 'bruce.bando@ca.gt.com'; 'jason.knight@ca.gt.com'; Steve Graff; 'catalystrising99@gmail.com'; 'sbieber@AGBLLP.com'; 'igraham@AGBLLP.com'; 'NReadEllis@agbllp.com'; 'p.f.cummings604@gmail.com'; 'bprentice@blaney.com'; 'dullmann@blaney.com'; 'BCowper-Smith@Omers.Com'; 'linc.rogers@blakes.com'; 'nigel.campbell@blakes.com'; 'lawyerbill@rogers.com'; 'james@campadvocacy.com'; 'alberto.storelli@gmail.com'; 'KChan@jsitsp.com'; 'stephenmiller06@outlook.com'; 'bandola.steven@gmail.com'; 'alan.g.braun@gmail.com'; 'chiron.returns@gmail.com'; 'kgillespie@libertymortgage.ca'; 'brian@peoplesfunding.com'; 'jharker@ariampartners.com'; 'crp52els@gmail.com'; 'solid8@telus.net'; 'diane.winters@justice.gc.ca'; 'kevin.ohara@fin.gov.on.ca'; 'jillian.vanosch@gmail.com'; 'mikkilvr@hotmail.com'; 'Shanine@chrysalisyoga.ca'; 'paco@forwardmotionent.com'; 'nbarreca@ipcsecurities.com'; 'eSCOTTWhale@gmail.com'; 'Robert.ebel@fundserv.com'; 'gtdallen@gmail.com'; 'jeffreymushaluk@gmail.com'; 'marc.h.stevens@gmail.com'; 'lesley.connors@nbc.ca'; 'timj.johnston@sympatico.ca'; 'chantal.millet@xerox.com'; 'ReceiptsTOR@blg.com'; 'scardinali@burlingtonhydro.com'; 'Justin.fogarty@regentlaw.ca'; 'Jason.Dutrizac@regentlaw.ca'; 'Pavle.masic@regentlaw.ca'; 'cpopowich@codehunterllp.com'; 'M.Greenberg@MPGLAW.com'; 'cv@tvsbarristers.com'; 'sbrotman@fasken.com'; 'adam@davididavids.com'; 'dhausman@fasken.com'; 'jwansbrough@fasken.com'; 'andrew@crabtreelaw.ca'; 'tchr_62@hotmail.com'; 'anathan@xynergycapital.com'; 'mark.tamminga@gowlingwlg.com'; 'ldonders@bcsc.bc.ca'; 'SSCGlobeOpNotices@sscinc.com'; 'notices@sscinc.com'; 'Marcel Rada'

Cc: Steve Graff; 'Krieger, Jonathan'; 'bruce.bando@ca.gt.com'; 'Knight, Jason'

Subject: RE: Orders from August 20, 2018 Motion - Receivership of the Crystal Wealth Group - CV-17-11779-00CL

Please find attached the following Order, Judgment, and endorsement of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List), arising from the relief requested by the Receiver in its notice of motion dated July 20, 2018 (contained in the Receiver's Motion Record returnable August 20, 2018, which motion record was served on July 20, 2018 and is available on the Receiver's Case Website):

1. Order of the Honourable Madam Justice Conway issued and entered on August 20, 2018;
2. Judgment of the Honourable Madam Justice Conway issued and entered on August 20, 2018;
3. Endorsement of the Honourable Madam Justice Conway issued on August 20, 2018; and
4. Unofficial transcription of the Endorsement of the Honourable Madam Justice Conway issued on August 20, 2018.

Mark van Zandvoort

T 416.865.4742

F 416.863.1515

E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com



This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

Tab M

Attached is Exhibit "M" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018

A handwritten signature in dark ink, appearing to read "Shakara Join", written over a horizontal line.

A Commissioner, etc.

SHAKARA JOIN

Shakaira John

From: Mark van Zandvoort
Sent: September-05-18 8:24 AM
To: 'Darcy Pahl'
Cc: 'cpopowich@codehunterllp.com'; Steve Graff; Shakaira John; 'Bando, Bruce'
Subject: RE: Dome Mountain Resources of Canada/Darcy Pahl Guarantee Obligations re Receivership of Crystal Wealth Group
Attachments: Letter to Darcy Pahl and to Dome Mountain Resources of Canada Inc. dated September 5, 2018.PDF
Importance: High

Mr. Pahl:

Please find attached our letter and enclosures of today's date. We look forward to receiving your prompt response.

Regards,

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com



This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Darcy Pahl [mailto:ddp.icc@gmail.com]
Sent: September-03-18 1:09 PM
To: ahuculak@osc.gov.on.ca; ychisholm@osc.gov.on.ca; jonathan.krieger@ca.gt.com; bruce.bando@ca.gt.com; jason.knight@ca.gt.com; Steve Graff ; Mark van Zandvoort ; catalystrising99@gmail.com; sbieber@AGBLLP.com; igrham@AGBLLP.com; p.f.cummings604@gmail.com; bprentice@blaney.com; dullmann@blaney.com; BCowper-Smith@Omers.Com; linc.rogers@blakes.com; nigel.campbell@blakes.com; lawyerbill@rogers.com; james@campadvocacy.com; alberto.storelli@gmail.com; KChan@jsitsp.com; stephenmiller06@outlook.com; bandola.steven@gmail.com; alan.g.braun@gmail.com; chiron.returns@gmail.com; kgillespie@libertymortgage.ca; brian@peoplesfunding.com; jharker@ariampartners.com; crp52els@gmail.com; solid8@telus.net; diane.winters@justice.gc.ca; kevin.ohara@fin.gov.on.ca; jillian.vanosch@gmail.com; mikkilvr@hotmail.com; Shanine@chrysalisyoga.ca; paco@forwardmotionent.com; nbarreca@ipcsecurities.com; eSCOTTWhale@gmail.com; Robert.ebel@fundserv.com; gtdallen@gmail.com; jeffreymushaluk@gmail.com; marc.h.stevens@gmail.com; lesley.connors@nbc.ca; tim.johnston@sympatico.ca; chantal.maillet@xerox.com; ReceiptsTOR@blg.com; scardinali@burlingtonhydro.com; Justin.fogarty@regentlaw.ca; Jason.Dutrizac@regentlaw.ca; Pavle.masic@regentlaw.ca; Christian Popowich ; M.Greenberg@MPGLAW.com; cv@tvsbarristers.com; sbrotman@fasken.com; adam@davidolidaids.com; dhausman@fasken.com; jwansbrough@fasken.com;

andrew@crabtreelaw.ca; tchr_62@hotmail.com; anathan@xynergycapital.com; mark.tamminga@gowlingwlg.com;
Idonders@bcsc.bc.ca; SSCGlobeOpNotices@sscinc.com; notices@sscinc.com

Subject: Request to stop / delay Auction of Sept 4 Due to imminent funding of Dome Mountain Resources of Canada

Attention:

Mark van Zandvoort

Please see the attached letter which is a follow up to the funding commitment letter forwarded to you in August.

Regards
Darcy Pahl

--

This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

AIRD BERLIS

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

September 5, 2018

VIA EMAIL

TO: Dome Mountain Resources of Canada Inc.
Suite 103 101-1865 Dilworth Drive
Kelowna, B.C. V1Y 9T1

Attention: Darcy Pahl, President

AND TO: Darcy Pahl
112 Cranston Drive S.E.
Calgary, AB T3M 1A8

AND TO: ddp.icc@gmail.com

Dear Mr. Pahl:

**Re: Receivership of Crystal Wealth Group, Ontario Superior Court of Justice
Court File No. CV-17-1179-00CL**
Re: Dome Mountain Resources of Canada Inc.
Re: Darcy Pahl Guarantee Obligations (Court File No. CV-18-604459-00CL)

We are in receipt of your letter dated September 3, 2018.

Please be advised that in accordance with your personal obligations to Crystal Wealth Management System Limited ("CWMSL") (in Trust for the Crystal Wealth Funds) pursuant to a Guarantee executed by you and dated November 4, 2015, the Receiver had commenced an action against you in the Ontario Superior Court of Justice (Commercial List) (Court File No. CV-18-604459-00CL) (the "**Guarantee Action**") seeking payment of the indebtedness owing by you under your personal guarantee. A copy of the Statement of Claim, as issued by the Court, is enclosed. Please confirm by return email that you accept service via email of the Statement of Claim, and we will request that the Court validate service, accordingly. Alternatively, we would ask for your confirmation that you have instructed your counsel, Christian Popowich (copied here), to accept service of the Statement of Claim on your behalf, and that Mr. Popowich will return to us a copy of the Statement of Claim containing Mr. Popowich's endorsement of his firm's acceptance of service on your behalf and the date of the acceptance. In the further alternative, please provide us with your address for service, so that we may effect personal service of the Statement of Claim on you. We look forward to your prompt reply and confirmation in response.

On August 20, 2018, we provided your counsel, Mr. Popowich, with the Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) issued August 20, 2018 (see our August 20, 2018 email to Mr. Popowich, and the attachments to it, enclosed). Pursuant to paragraph 9(b) of that Order, you are required to answer the questions refused during your examination out of Court as set out in the chart appended as Appendix 19 to the Receiver's Fourth Report to Court dated July 20, 2018 (posted on the Receiver's Case Website at www.granthornton.ca/crystalwealth). Refusal No. 2 of that chart requires that you advise the

Receiver as to your current residence. To date, in breach of the Order of Justice Conway, we have received no responses from you, or from Mr. Popowich on your behalf, and have not been advised of the location of your current residence. Please answer all questions refused at your examination without further delay. The Receiver reserves its rights to seek further recourse from the Court if the answers are not delivered forthwith, including to seek a Contempt Order against you.

With respect to your request that the Receiver forebear from exercising its remedies under its security provided by Dome Mountain Resources of Canada Inc. ("**Dome Mountain**"), we advise that: (i) no reasonable basis has been provided for this request; and (ii) the Receiver will be proceeding in accordance with its rights under its security, including pursuant to the demands and Section 244 *Bankruptcy and Insolvency Act* notice previously issued, and in accordance with the notices issued by the Receiver to Dome Mountain pursuant to the Alberta and British Columbia *Personal Property Security Act*. In this regard, we have reviewed the limited information provided by you to date concerning the purported purchase by Embassy of Dome Mountain's shares in Gavin Mines (the "**Proposed Embassy Transaction**"). At best, the limited information that you have provided to date suggests a highly conditional sale, which is far from certain to be completed. Furthermore, no documentation has been provided as to the direction of funds on closing, which we would expect would be directed to our firm, in trust for the Receiver.

The Receiver will accordingly be proceeding to prosecute the Guarantee Action against you, and to enforce its rights under its security as provided from Dome Mountain. Without prejudice to the foregoing, please provide additional documentation to the Receiver for its consideration to better substantiate the legitimacy of the Proposed Embassy Transaction, including documentation evidencing: (i) any background concerning Embassy and its financial ability to complete the Proposed Embassy Transaction; (ii) the terms and conditions of the Proposed Embassy Transaction; and (iii) that the funds to be paid by Embassy as part of the Proposed Embassy Transaction will be paid by Embassy directly to our firm, in trust for the Receiver, on closing. Please also advise as to the contact information for the representatives of Embassy involved in the Proposed Embassy Transaction, and the identity of Embassy's lawyers, if any, who are acting for Embassy in connection with the Proposed Embassy Transaction. Lastly, please email to us forthwith any and all subscription and/or shareholder agreements, including any amendments thereto, in connection with or relating to Gavin Mines, including a copy of the Purchase and Shareholder's Agreement dated November 27, 2015. We remind you that your immediate production of the foregoing to us is a requirement of Justice Conway's Order issued August 20, 2018, and in particular, with respect to refusal no. 29.

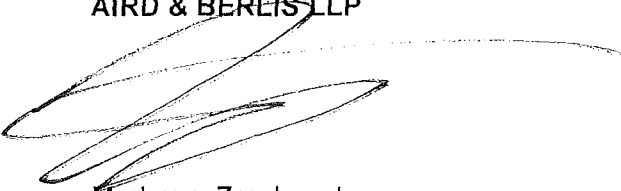
Lastly, in your letter dated September 3, 2018, you reference that Gavin Mines has a 43-101 Report "*supporting over 250,000 ounces of gold on just a small part of the massive property which they hold*". Please provide us with a copy of the 43-101 Report which is mentioned in your September 3rd letter, and which was also ordered to be produced by Justice Conway (as per refusal no. 32).

Page 3

We look forward to receiving your prompt response and provision of the information and documentation requested and as required by the Order of Justice Conway issued August 20, 2018.

Yours truly,

AIRD & BERLIS LLP



Mark van Zandvoort
MVZ/dp

Encls.

cc: Grant Thornton Limited, the Court-Appointed Receiver
Christian J. Popowich, Code Hunter Barristers, Lawyers for Dome Mountain Resources of
Canada Inc. and Darcy Pahl, by email at cpopowich@codehunterllp.com
33602538.1

Jenaya McLean

From: Mark van Zandvoort
Sent: August-20-18 7:53 PM
To: 'cpopowich@codehunterllp.com'
Cc: Steve Graff
Subject: re: Outstanding Refusals/Order from August 20, 2018 Motion - Receivership of the Crystal Wealth Group - CV-17-11779-00CL
Attachments: Order of Justice Conway, dated August 20, 2018.pdf; Endorsement of Justice Conway, dated August 20, 2018.pdf; Unofficial Transcription of Endorsement of The Honourable Justice Conway dated August 20, 2018.pdf
Importance: High

Christian:

Pursuant to paragraphs 9(b) to 9(e) of the Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) attached, Messrs. Pahl, DenHollander, Bob Maljaars, and Jeffrey Maljaars have been ordered to forthwith answer all questions refused during their examinations out of court, as set out in the charts appended as Appendix 19, 21, 20, and 22, respectively, of the Receiver's Fourth Report (available on the Receiver's Case Website, and which Report was served upon you on July 20, 2018).

We look forward to receiving your clients' answers and associated documentation without delay, in compliance with Justice Conway's Order. Please confirm.

Regards,

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E. mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

Mark

From: Mark van Zandvoort
Sent: Monday, August 20, 2018 7:14 PM
To: 'ahuculak@osc.gov.on.ca'; 'ychisholm@osc.gov.on.ca'; 'jonathan.krieger@ca.gt.com'; 'bruce.bando@ca.gt.com'; 'jason.knight@ca.gt.com'; Steve Graff; 'catalystrising99@gmail.com'; 'sbieber@AGBLLP.com'; 'lgraham@AGBLLP.com'; 'NReadEllis@agbllp.com'; 'p.f.cummings604@gmail.com'; 'bprentice@blaney.com'; 'dullmann@blaney.com'; 'BCowper-Smith@Omers.Com'; 'linc.rogers@blakes.com'; 'nigel.campbell@blakes.com'; 'lawyerbill@rogers.com'; 'james@campadvocacy.com'; 'alberto.storelli@gmail.com'; 'KChan@jsitsp.com'; 'stephenmiller06@outlook.com';

'bandola.steven@gmail.com'; 'alan.g.braun@gmail.com'; 'chiron.returns@gmail.com'; 'kgillespie@libertymortgage.ca'; 'brlan@peoplesfunding.com'; 'jharker@ariampartners.com'; 'crp52els@gmail.com'; 'solid8@telus.net'; 'dlane.winters@justice.gc.ca'; 'kevin.ohara@fin.gov.on.ca'; 'jillian.vanosch@gmail.com'; 'mlkklivr@hotmail.com'; 'Shanline@chrysallysoga.ca'; 'paco@forwardmotionent.com'; 'nbarreca@ipcsecurities.com'; 'eSCOTTWhale@gmail.com'; 'Robert.ebel@fundserv.com'; 'gtdallen@gmail.com'; 'jeffreymushaluk@gmail.com'; 'marc.h.stevens@gmail.com'; 'lesley.connors@nbc.ca'; 'tlmj.johnston@sympatco.ca'; 'chantal.millet@xerox.com'; 'ReceipTsTOR@blg.com'; 'scardinall@burlingtonhydro.com'; 'Justin.fogarty@regentlaw.ca'; 'Jason.Dutrizac@regentlaw.ca'; 'Pavle.masic@regentlaw.ca'; 'cpopowich@codehunterllp.com'; 'M.Greenberg@MPGLAW.com'; 'cv@tvsbarristers.com'; 'sbrotman@fasken.com'; 'adam@daviddavids.com'; 'dhausman@fasken.com'; 'jwansbrough@fasken.com'; 'andrew@crabtreelaw.ca'; 'tchr_62@hotmail.com'; 'anathan@xynergycapital.com'; 'mark.tamminga@gowlingwlg.com'; 'ldonders@bcsc.bc.ca'; 'SSCGlobeOpNotices@sscinc.com'; 'notices@sscinc.com'; 'Marcel Rada'

Cc: Steve Graff; 'Krieger, Jonathan'; 'bruce.bando@ca.gt.com'; 'Knight, Jason'

Subject: RE: Orders from August 20, 2018 Motion - Receivership of the Crystal Wealth Group - CV-17-11779-00CL

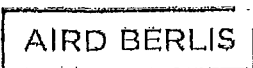
Please find attached the following Order, Judgment, and endorsement of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List), arising from the relief requested by the Receiver in its notice of motion dated July 20, 2018 (contained in the Receiver's Motion Record returnable August 20, 2018, which motion record was served on July 20, 2018 and is available on the Receiver's Case Website):

1. Order of the Honourable Madam Justice Conway issued and entered on August 20, 2018;
2. Judgment of the Honourable Madam Justice Conway issued and entered on August 20, 2018;
3. Endorsement of the Honourable Madam Justice Conway issued on August 20, 2018; and
4. Unofficial transcription of the Endorsement of the Honourable Madam Justice Conway issued on August 20, 2018.

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com



This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

THIS MOTION, made by Grant Thornton Limited ("GTL"), in its capacity as the Court-appointed receiver and manager (In such capacity, the "Receiver"), without security, of all of the assets, undertakings and properties of each of the Respondents except the Respondent, Chrysalis Yoga Inc. ("Chrysalis Yoga") (each of the Respondents except for Chrysalis Yoga being individually and collectively, the "Crystal Wealth Group"), for an Order, *inter alia*, approving the Fourth Report of the Receiver dated July 20, 2018 (the "Fourth Report") and the activities of the Receiver set out in the Fourth Report, and for other relief requested by the

Receiver in its Notice of Motion dated July 20, 2018, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report, including the affidavit of Bruce Bando sworn July 19, 2018 (the "Bando Affidavit"), and the affidavit of Mark van Zandvoort sworn July 10, 2018 (the "van Zandvoort Affidavit"), the factum of Craig Clydesdale served August 13, 2018, and on hearing the submissions of counsel for the Receiver and such other counsel who were present, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service of Miranda Spence sworn July 23, 2018 and August 16, 2018, filed,

1. THIS COURT ORDERS that the time for service and filing of the notice of motion and the Receiver's motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that the Fourth Report and the activities of the Receiver described therein be and are hereby approved.

3. THIS COURT ORDERS that Confidential Appendix 1 and Confidential Appendix 3 (as defined in the Fourth Report) be and are hereby sealed until further Order of the Court.

4. THIS COURT ORDERS that the Receiver's methodology and proposal to make an interim distribution to investors of certain Crystal Wealth Funds, as set out in the Fourth Report, be and is hereby approved, and that the Receiver is hereby authorized to make such interim distribution to such investors.

PC 5. ~~THIS COURT ORDERS that Alberto Storelli, Brian Peoples, and Joe Harker are in contempt as a result of their failure to comply with the Order issued by this Court on December 11, 2017 (the "December 11, 2017 Order"), which Order required that each of them provide the Receiver and its lawyers, Aird & Berlis LLP, with certain requested but still outstanding information required by the Receiver for a proper account reconciliation and assessment of the US Real Estate LP (as defined in the Fourth Report).~~

PC 6. ~~THIS COURT ORDERS that, as a result of their failure to comply with the December 11, 2017 Order and the finding of contempt against them as set out in paragraph 5 above, Alberto Storelli, Brian Peoples, and Joe Harker are forthwith ordered to comply with the December 11, 2017 Order, and to pay to the Receiver costs in the sum of \$10,000.~~

7. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements through to May 31, 2018, as appended to the Fourth Report, be and is hereby approved.

8. **THIS COURT ORDERS** that the Receiver's engagement of Adair Goldblatt Bleber LLP ("AGB LLP") pursuant to an engagement letter dated June 11, 2018, attached as Confidential Appendix 1 to the Fourth Report, be and is hereby approved.

9. **THIS COURT ORDERS** that each of Clayton Smith, Darcy Pahl, David DenHollander, Robert Maljaars, Jeffrey Maljaars, Al Housego, and Jerry Froese be and are hereby ordered to answer the undertakings given, and the questions which were taken under advisement and which were refused, during their respective examinations by the Receiver, as follows:

- (a) Clayton Smith shall forthwith answer the outstanding undertaking given, and shall answer the questions refused during his examination out of court, as set out in the charts appended as Appendix 17 to the Fourth Report;
- (b) Darcy Pahl shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 19 to the Fourth Report;
- (c) David DenHollander shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 21 to the Fourth Report;
- (d) Robert Maljaars shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 20 to the Fourth Report;
- (e) Jeffrey Maljaars shall forthwith answer the questions refused during his examination out of court, as set out in the chart appended as Appendix 22 to the Fourth Report;
- (f) Al Housego shall forthwith answer the outstanding undertaking given during his examination out of court, as set out in the chart appended as Appendix 23 to the Fourth Report; and

- (g) on the consent of Jerry Froese and the Receiver, Jerry Froese shall forthwith answer: (i) the outstanding undertakings given during his examination out of court, being nos. 13, 18, 19, 20, 31 [production of a USB drive with the actual/native data as saved in the software], 34 [missing enclosures], 36, 41, and 42, as set out in the charts appended at Appendix 24 of the Fourth Report; and (ii) the questions taken under advisement and which were refused during his examination out of court, as set out in the charts appended as Appendix 24 to the Fourth Report.

10. **THIS COURT ORDERS** that, on the consent of the Receiver at the request of Regent Law Professional Corporation, paragraphs 162 and 164 of the Fourth Report be and are hereby amended as set out in Schedule "A" to this Order.

11. **THIS COURT ORDERS** that Craig Clydesdale be and is hereby ordered to answer the undertakings given, and the questions which were taken under advisement and which were refused at his examination held March 12 and 13, 2018, as set out at Appendix 18 to the Fourth Report, by no later than September 20, 2018, subject to the following:

- (a) Mr. Clydesdale's answer to Refusal #1 shall be kept confidential by the Receiver and counsel to the Receiver, and not posted on the Receiver's website or filed with the Court; and
- (b) Mr. Clydesdale shall not be required to answer Refusal #3 pending further Order of the Court.

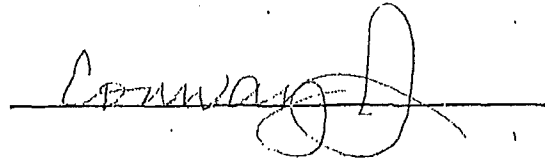
12. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period October 1, 2017 to May 31, 2018, as described in the Fourth Report and as set out in the Bando Affidavit, be and are hereby approved, and that the allocation of the Receiver's fees and disbursements from October 1, 2018 to May 31, 2018, as described and detailed in the Fourth Report, be and is hereby approved.

13. **THIS COURT ORDERS** that the fees and disbursements of Aird & Berlis LLP, counsel to the Receiver, for the period April 7, 2017 to May 31, 2018, as described in the Fourth Report and as set out in the van Zandvoort Affidavit, be and are hereby approved, and that the allocation of A&B's fees and disbursements in this regard, as described and detailed in the Fourth Report, be and is hereby approved.

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

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

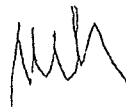
16. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized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



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

AUG 20 2018

PER / PAR:



SCHEDULE A

Paragraph 162 of the Fourth Report shall be deemed to have been amended as follows (underlined portion reflecting amendment made to existing paragraph):

162 Also on February 23, 2018, A&B sent correspondence to Dionne indicating that it had received confirmation from Hudson Inc. that she had personally filed for bankruptcy, however, that neither DDI Corp nor DDI had filed for bankruptcy. In response, Dionne insisted that she had not executed the DDI Corporate Guarantees and requested that she be provided with the individual's name who provided same to the Receiver. A&B advised Dionne that Darren Smits ("Smits"), at that time of Miller Thomson LLP in Calgary, Alberta (now a lawyer of Burstall LLP), had provided the DDI Corporate Guarantees to the Receiver and that Wilson was counsel to the specific transaction. A&B further requested that the Receiver be included on all future correspondence between Smits and Dionne.

Paragraph 164 of the Fourth Report shall be deemed to have been amended as follows (underlined portion reflecting amendment made to existing paragraph):

164 Froese testified during his examination that the potential investment in Restoration Energy through a Factoring Agreement was initially put forth by Smits, who is Frontline's lawyer, and was also the lawyer to Restoration Energy, which Smits confirmed to the Receiver. Recently, the Receiver learned that Smits has left Miller Thomson LLP, and is now practicing at Burstall LLP in Calgary.

ONTARIO SECURITIES COMMISSION

-and-

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED et al.

Applicant

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, 181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Tel: (416) 865-7726
Fax: (416) 863-1515
E-mail: sgraff@airdberlis.com

Mark van Zandvoort (LSUC # 59120U)
Tel: (416) 865-4742
Fax: (416) 863-1515
E-mail: mvanzandvoort@airdberlis.com

Lawyers for Grant Thornton Limited, in its capacity as Receiver and Manager of Crystal Wealth Management System Limited, Clayton Smith, Crystal Wealth Media Strategy, Crystal Wealth Mortgage Strategy, Crystal Enlightened Resource & Precious Metals Fund, Crystal Wealth Medical Strategy, Crystal Wealth Enlightened Factoring Strategy, ACM Growth Fund, ACM Income Fund, Crystal Wealth High Yield Mortgage Strategy, Crystal Enlightened Bullion Fund, Absolute Sustainable Dividend Fund, Absolute Sustainable Property Fund, Crystal Wealth Enlightened Hedge Fund, Crystal Wealth Infrastructure Strategy, Crystal Wealth Conscious Capital Strategy, Crystal Wealth Retirement One Fund, CLJ Everest Ltd., and 1150752 Ontario Limited

COUNSEL SLIP

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

Date: Aug 20/18

ONTARIO SECURITIES COMMISSION
vs.
CRYSTAL WEALTH MANAGEMENT SYSTEMS LTD.

Title of
Proceeding

Counsel for: Receiver, Steven L. Graff and Mark van Zandvoort
Arde Berlis LLP

Plaintiff(s) ☐
Applicant(s) ☒
Petitioner(s) ☐

Phone No. 416.863.1500

Fax No. 416.863.1515

Sygraft@ardeberlis.ca
MvanZandvoort@ardeberlis.ca

Counsel for:

Defendant(s) ☐
Respondent(s) ☐

Phone No. _____

Fax No. _____

Counsel for Class / Adam Goldblatt Bieber LLP

Nathaniel Read-Ellis

T: 416.351-2789

F: 416-689-2059

E: nreadellis@agblp.com

August 20/18

Unopposed.

2 orders signed ① Judgment re 109254588
payment to Receiver of defaulted amount under
Settlement Agt of \$50,000.

② Order re approval of

Receiver's 4th report, engagement by Receiver of
Adam Goldblatt Bieber for litigation re BDO,
undertakings to be approved & fees/expenses

to Receiver. While a finding of contempt requires personal service (which has not occurred yet) & is not granted in the Order, the Respondent must be aware of the importance of complying w/ orders of this Court & the consequences that can flow from their failure to do so.

Conway

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**APPLICATION UNDER SECTION 129 OF THE *SECURITIES ACT*
R.S.O. 1990, c. S.5, AS AMENDED**

**UNOFFICIAL TRANSCRIPTION OF THE ENDORSEMENT OF
THE HONOURABLE JUSTICE CONWAY
DATED AUGUST 20, 2018**

Unopposed.

2 orders signed 1. Judgment Re 1092545 BC payment to Receiver of defaulted amount under settlement [agreement] of \$50,000.

2. Order Re approval of Receiver's 4th report, engagement by Receiver of Adair Goldblatt Bleber for litigation vs BDO, undertakings to be answered and fees/expenses of Receiver; While a finding of contempt requires personal service (which has not occurred yet) and

is not granted in the Order, the [Respondents] in question must be aware of the importance of complying w/ orders of this court and the consequences that can flow from their failure to do so.

Conway, J.

Shakaira John

From: Mark van Zandvoort
Sent: September-13-18 9:52 AM
To: 'Darcy Pahl'
Cc: Steve Graff; Shakaira John; 'Bando, Bruce'; 'cpopowich@codehunterllp.com'
Subject: RE: Dome Mountain Resources of Canada/Darcy Pahl Failure to Comply
Attachments: RE: Dome Mountain Resources of Canada : Letter of September 3; re: Outstanding Refusals/Order from August 20, 2018 Motion - Receivership of the Crystal Wealth Group - CV-17-11779-00CL; Order of Justice Conway, dated August 20, 2018.pdf

Mr. Pahl:

Your email and letter correspondence sent on September 12th fail to respond to our correspondence sent to you on September 5th and 11th, attached. You remain in breach of the Order of Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) issued August 20, 2018 (the "**Order of Justice Conway**"), attached. Furthermore, your email to the E-Service List sent on September 12th was contrary to my September 11th direction to you that you cease sending such correspondence to the E-Service List, which correspondence is contrary to The Guide Concerning Commercial List E-Service. Moreover, the correspondence sent by you yesterday to the E-Service List is entirely unhelpful. Please provide a substantive response immediately to our September 5th letter and September 11th email below, along with all associated documentation, including as required by the Order of Justice Conway.

With respect to your request that we forward to you a list of the required questions and undertakings/refusals that you, Robert Maljaars, and David DenHollander need to answer and provide to the Receiver immediately as required by the Order of Justice Conway, this again just appears to be a further delay tactic on your part. In this regard, we remind you that on July 20th your counsel, Christian Popowich (copied here), was served with the Receiver's Motion Record dated July 20, 2018, enclosing the Receiver's Fourth Report and the questions that each of you, Robert Maljaars, Jeffrey Maljaars, and David DenHollander are required to answer. We further sent your counsel, Mr. Popowich, an email on August 20, 2018 (attached) indicating that, pursuant to paragraphs 9(b) to 9(e) of the Order of Justice Conway, you and Messrs. DenHollander, Robert Maljaars, and Jeffrey Maljaars have been ordered to forthwith answer all questions refused during your examinations out of court, as set out in the charts appended as Appendix 19, 21, 20, and 22, respectively, of the Receiver's Fourth Report (available on the Receiver's Case Website at <http://www.grantthornton.ca/crystalwealth> under the "Court Reports" tab). At this time, each of you remain in breach of Justice Conway's Order in this regard. We require that the responses to the subject questions, and all associated documentation, be delivered to us immediately, along with a substantive response to our September 5th letter and September 11th email below.

Regards,

Mark van Zandvoort

T 416.865.4742
F 416.863.1515
E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

From: Darcy Pahl [mailto:ddp.icc@gmail.com]
Sent: Wednesday, September 12, 2018 9:05 PM
To: Mark van Zandvoort
Subject: Re: Dome Mountain Resources of Canada : Letter of September 3

Dear Mark van Zandvoort

The explanation for your question is straightforward. \$21m from the commitment from Embassy is for the clearing up of the liabilities of Dome. The balance is for the acquiring of additional stock in the mine. The site visit has been done and the timing for documentation and funding is on track for the stated timelines.

Can you kindly forward the list of the required questions and undertakings that I, Robert Maljaars and David DenHollander need to complete. I personally have been attempting to compile off of the transcript but was told there should be a specific chart of these questions to work from. Your help would be appreciated so we all can comply in a timely fashion.

Best regards
Darcy Pahl

On Tue, Sep 11, 2018 at 10:19 AM, Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:

Mr. Pahl:

We require an immediate response from you to our correspondence sent to you on September 5, 2018, attached, including the immediate provision of the information and documentation required from you in our September 5, 2018 correspondence.

Furthermore, your correspondence on the issue of the proposed financing to Dome Mountain Resources of Canada Inc. ("**Dome Mountain**") is inconsistent, and requires immediate clarification from you. Such inconsistencies are reflected in the correspondence which you have provided to date on the issue of the proposed financing, as reflected by the following:

- via email sent to us on August 3, 2018 (attached), you advised us that Dome Mountain had "*negotiated financing for the repayment of the original principal of the factoring agreement from Crystal Wealth to [Dome Mountain] and the invoices due to Crystal Wealth on behalf of the numbered companies and expect closing on or before September 30, 2018*";

- via email sent on August 19th, attached, you purported to provide the “*letter of commitment for the funding referenced*” in your August 3, 2018 email. That letter, dated August 12, 2018 and signed by Embassy Financial Inc. (“**Embassy**”) (the “**Commitment Letter**”), set out Embassy’s “*commitment to fund [Dome Mountain] mining activities, by way of a Thirty-Five Million Canadian Dollar (\$35,000,000 CAD) loan, in order to allow Dome to acquire stock in Gavin Mines Inc. and place Gavin Mine into production*”. The Commitment Letter further indicated that: (i) the commitment is subject to a satisfactory site visit to be conducted at a mutually agreeable time prior to September 15, 2018; and (ii) formal documentation would be forthcoming prior to September 30, 2018 and loan proceeds tendered no later than October 31, 2018;
- via email sent on September 3rd, attached, you indicated “*Please see the attached letter which is a follow up to the funding commitment letter forwarded to you in August*”. Contrary to the contents of the Commitment Letter, however, your September 3rd letter indicated that “*under the Embassy Financial commitment letter forwarded to your office in August, there is \$21 million commitment to Dome for the purchase of all the Gavin mine shares held by Dome*”. In other words, whereas the Commitment Letter indicated Embassy’s commitment to Dome Mountain was to provide \$35 million in loan financing to permit Dome Mountain to payout Crystal Wealth and to allow Dome Mountain to acquire the remaining Gavin Mines shares, the September 3rd letter indicated a different proposed transaction, wherein Embassy would pay \$21 million to purchase Dome Mountain’s existing shares which it holds in Gavin Mines Inc.; and
- via email sent on September 10th, attached, you indicated that the letter sent on September 3rd was a draft, and that the “*final version*” attached to your September 10th email “*makes it perfectly clear that there is a 3rd party that is in the process of due diligence on Gavin Mines.... BUT contrary to what was stated in the email sent out.... Gavin Mine Management has not accepted any offer as yet*”. This “*final version*” of the letter removed the reference to Embassy and to the \$21 million which Embassy was purportedly going to pay to Dome Mountain to purchase its existing shares in Gavin Mines, as noted in your September 3rd letter. Instead, your September 10th letter reverts to the structure of the proposed transaction mentioned in the Commitment Letter, but instead only vaguely indicates that you have a “*group who has agreed to fund Dome to close the transaction as originally structured in late October*”.

We repeat and rely on the statements made in our September 5th letter to you, attached, and require an immediate response from you to our letter in that regard, including without limitation the provision of all documentation in Dome Mountain’s possession concerning any proposed transaction(s) which are purportedly designed to repay the indebtedness owing by Dome Mountain, 647497 B.C. Ltd., and 1566496 Alberta Ltd. to the Crystal Wealth Funds.

Please respond immediately to our September 5th letter, and to the foregoing. We remind you that you remain in breach of the Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) issued August 20, 2018, a copy of which Order was enclosed in our September 5th letter to you, attached.

Regards,

Mark van Zandvoort

T 416.865.4742

F 416.863.1515

E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error.
If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Darcy Pahl [<mailto:ddp.icc@gmail.com>]

Sent: September-10-18 11:09 PM

To: ahuculak@osc.gov.on.ca; yhisholm@osc.gov.on.ca; jonathan.krieger@ca.gt.com; bruce.bando@ca.gt.com; jason.knight@ca.gt.com; Steve Graff <sgraff@airdberlis.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>; catalystrising99@gmail.com; sbieber@AGBLLP.com; igraham@AGBLLP.com; Peter Cummings <p.f.cummings604@gmail.com>; bprentice@blaney.com; dullmann@blaney.com; BCowper-Smith@Omers.Com; linc.rogers@blakes.com; nigel.campbell@blakes.com; lawyerbill@rogers.com; james@campadvocacy.com; Alberto Storelli <alberto.storelli@gmail.com>; KChan@jsitsp.com; Stephen Miller <stephenmiller06@outlook.com>; Steven Bandola <bandola.steven@gmail.com>; A Braun <alan.g.braun@gmail.com>; Joanne Bentley <chiron.returns@gmail.com>; kgillespie@libertymortgage.ca; brian@peoplesfunding.com; jharker@ariampartners.com; Chuck Pinnell <crp52els@gmail.com>; solid8@telus.net; diane.winters@justice.gc.ca; kevin.ohara@fin.gov.on.ca; Jill Van Osch <jillian.vanosch@gmail.com>; mikkilvr@hotmail.com; Chrysalis Yoga <Shanine@chrysalisyoga.ca>; paco@forwardmotionent.com; nbarreca@ipcsecurities.com; Scott Whale <eSCOTTWhale@gmail.com>; Robert.ebel@fundserv.com; gtdallen@gmail.com; Jeffrey Mushaluk <jeffreymushaluk@gmail.com>; Marc Stevens <marc.h.stevens@gmail.com>; lesley.connors@nbc.ca; tim.johnston@sympatico.ca; chantal.maillet@xerox.com; ReceiptsTOR@blg.com; scardinali@burlingtonhydro.com; Justin.fogarty@regentlaw.ca; Jason.Dutrizac@regentlaw.ca; Pavle.masic@regentlaw.ca; Christian Popowich <christian.popowich@codehunterllp.com>; M.Greenberg@MPGLAW.com; Carey Veinotte <cv@tvsbarristers.com>; sbrotman@fasken.com; adam@davidlidaids.com; dhausman@fasken.com; jwansbrough@fasken.com; andrew@crabtreelaw.ca; tchr_62@hotmail.com; anathan@xynergycapital.com; mark.tamminga@gowlingwlg.com; ldonders@bcsc.bc.ca; SSCGlobeOpNotices@sscinc.com; notices@sscinc.com

Subject: Dome Mountain Resources of Canada : Letter of September 3

I just noticed I accidentally forwarded a draft copy of the letter instead of the final version. Please find attached the final version which makes it perfectly clear that there is a 3rd party that is in the process of due diligence on Gavin Mines.... BUT contrary to what was stated in the email sent out.... Gavin Mine Management has not accepted any offer as yet.

Darcy Pahl

President

Dome Mountain Resources of Canada

--

This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

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

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

To: "Darcy Pahl" <ddp.icc@gmail.com>

Cc: "cpopowich@codehunterllp.com" <cpopowich@codehunterllp.com>, Steve Graff <sgraff@airdberlis.com>, Shakaira John <sjohn@airdberlis.com>, "Bando, Bruce" <Bruce.Bando@ca.gt.com>

Bcc:

Date: Wed, 5 Sep 2018 12:23:31 +0000

Subject: RE: Dome Mountain Resources of Canada/Darcy Pahl Guarantee Obligations re Receivership of Crystal Wealth Group

Mr. Pahl:

Please find attached our letter and enclosures of today's date. We look forward to receiving your prompt response.

Regards,

Mark van Zandvoort

T 416.865.4742

F 416.863.1515

E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800

Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error.

If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Darcy Pahl [mailto:ddp.icc@gmail.com]

Sent: September-03-18 1:09 PM

To: ahuculak@osc.gov.on.ca; yehisholm@osc.gov.on.ca; jonathan.krieger@ca.gt.com; bruce.bando@ca.gt.com; jason.knight@ca.gt.com; Steve Graff ; Mark van Zandvoort ; catalystrising99@gmail.com; sbieber@AGBLLP.com; igraham@AGBLLP.com; p.f.cummings604@gmail.com; bprentice@blaney.com; dullmann@blaney.com; BCowper-Smith@Omers.Com; linc.rogers@blakes.com; nigel.campbell@blakes.com; lawyerbill@rogers.com; james@campadvocacy.com; alberto.storelli@gmail.com; KChan@jsitp.com; stephenmiller06@outlook.com; bandola.steven@gmail.com; alan.g.braun@gmail.com; chiron.returns@gmail.com; kgillespie@libertymortgage.ca; brian@peoplesfunding.com; jharker@ariampartners.com; crp52els@gmail.com; solid8@telus.net; diane.winters@justice.gc.ca; kevin.ohara@fin.gov.on.ca; jillian.vanosch@gmail.com; mikkilvr@hotmail.com; Shanine@chrysalisyoga.ca; paco@forwardmotionent.com; nbarreca@ipcsecurities.com; eSCOTTWhale@gmail.com; Robert.ebel@fundserv.com; gtdallen@gmail.com; jeffreymushaluk@gmail.com; marc.h.stevens@gmail.com; lesley.connors@nbc.ca; timj.johnston@sympatico.ca; chantal.millet@xerox.com; ReceiptsTOR@blg.com; scardinali@burlingtonhydro.com; Justin.fogarty@regentlaw.ca; Jason.Dutrizac@regentlaw.ca; Payle.masic@regentlaw.ca; Christian Popowich ; M.Greenberg@MPGLAW.com; cv@tvsbarristers.com; sbrotman@fasken.com; adam@davidolidaids.com; dhausman@fasken.com; jwansbrough@fasken.com; andrew@crabtreeandlaw.ca; tchr_62@hotmail.com; anathan@xynergycapital.com; mark.tamminga@gowlingwlg.com; ldonders@bcsc.bc.ca; SSCGlobeOpNotices@sscinc.com; notices@sscinc.com

Subject: Request to stop / delay Auction of Sept 4 Due to imminent funding of Dome Mountain Resources of Canada

Attention:

Mark van Zandvoort

Please see the attached letter which is a follow up to the funding commitment letter forwarded to you in August.

Regards

Darcy Pahl

--

This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

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

From: Darcy Pahl <ddp.icc@gmail.com>
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc:
Bcc:
Date: Sun, 19 Aug 2018 19:54:42 +0000
Subject: Re: Factoring Agreement - Repayment
Hello Mr. van Zandvoort

Attached is the letter of commitment for the funding referenced.

Regards
Darcy Pahl

On Fri, Aug 3, 2018 at 5:12 PM, Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:

Mr. Pahl:

Thank you for your email. Without prejudice to the Receiver's rights and remedies, including arising from the demands and BIA/PPSA Notices already issued to Dome Mountain Resources of Canada Inc. (reattached here), please forthwith advise us for the Receiver's consideration, with particulars, of: (i) the parties to and terms of the proposed refinancing transaction; and (ii) the repayment proposal to the Receiver in connection with the Crystal Wealth indebtedness owing by Dome Mountain. Please also provide supporting documentation for the Receiver's review and consideration which evidences the refinancing which has been negotiated.

We look forward to hearing from you shortly.

Regards,

Mark van Zandvoort

T 416.865.4742

F 416.863.1515

E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error.

If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Darcy Pahl [mailto:ddp.icc@gmail.com]

Sent: Friday, August 3, 2018 5:02 PM

To: Mark van Zandvoort

Subject: Factoring Agreement - Repayment

On behalf of Dome Mountain Resources of Canada Inc. (DMRC)

We have negotiated financing for the repayment of the original principal of the factoring agreement from Crystal Wealth to DMRC and the invoices due to Crystal Wealth on behalf of the numbered companies and expect closing on or before September 30, 2018.

Regards

Darcy Pahl

President

Dome Mountain Resources of Canada Inc.

--

This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

--

This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

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

From: Darcy Pahl <ddp.icc@gmail.com>

To: "ahuculak@osc.gov.on.ca" <ahuculak@osc.gov.on.ca>, "ychisholm@osc.gov.on.ca" <ychisholm@osc.gov.on.ca>, "jonathan.krieger@ca.gt.com" <jonathan.krieger@ca.gt.com>, "bruce.bando@ca.gt.com" <bruce.bando@ca.gt.com>, "jason.knight@ca.gt.com" <jason.knight@ca.gt.com>, Steve Graff <sgraff@airdberlis.com>, Mark van Zandvoort <mvanzandvoort@airdberlis.com>, "catalystrising99@gmail.com" <catalystrising99@gmail.com>, "sbieber@AGBLLP.com" <sbieber@agbllp.com>, "igraham@AGBLLP.com" <igraham@agbllp.com>, "p.f.cummings604@gmail.com" <p.f.cummings604@gmail.com>, "bprentice@blaney.com" <bprentice@blaney.com>, "dullmann@blaney.com" <dullmann@blaney.com>, "BCowper-Smith@Omers.Com" <[8](mailto:BCowper-</p></div><div data-bbox=)

Smith@omers.com>, "linc.rogers@blakes.com" <linc.rogers@blakes.com>, "nigel.campbell@blakes.com" <nigel.campbell@blakes.com>, "lawyerbill@rogers.com" <lawyerbill@rogers.com>, "james@campadvocacy.com" <james@campadvocacy.com>, "alberto.storelli@gmail.com" <alberto.storelli@gmail.com>, "KChan@jsitsp.com" <KChan@jsitsp.com>, "stephenmiller06@outlook.com" <stephenmiller06@outlook.com>, "bandola.steven@gmail.com" <bandola.steven@gmail.com>, "alan.g.braun@gmail.com" <alan.g.braun@gmail.com>, "chiron.returns@gmail.com" <chiron.returns@gmail.com>, "kgillespie@libertymortgage.ca" <kgillespie@libertymortgage.ca>, "brian@peoplesfunding.com" <brian@peoplesfunding.com>, "jharker@ariampartners.com" <jharker@ariampartners.com>, "crp52els@gmail.com" <crp52els@gmail.com>, "solid8@telus.net" <solid8@telus.net>, "diane.winters@justice.gc.ca" <diane.winters@justice.gc.ca>, "kevin.ohara@fin.gov.on.ca" <kevin.ohara@fin.gov.on.ca>, "jillian.vanosch@gmail.com" <jillian.vanosch@gmail.com>, "mikkilvr@hotmail.com" <mikkilvr@hotmail.com>, "Shanine@chrysalisyoga.ca" <Shanine@chrysalisyoga.ca>, "paco@forwardmotionent.com" <paco@forwardmotionent.com>, "nbarreca@ipcsecurities.com" <nbarreca@ipcsecurities.com>, "eSCOTTWhale@gmail.com" <eSCOTTWhale@gmail.com>, "Robert.ebel@fundserv.com" <Robert.ebel@fundserv.com>, "gtdallen@gmail.com" <gtdallen@gmail.com>, "jeffreymushaluk@gmail.com" <jeffreymushaluk@gmail.com>, "marc.h.stevens@gmail.com" <marc.h.stevens@gmail.com>, "lesley.connors@nbc.ca" <lesley.connors@nbc.ca>, "timj.johnston@sympatico.ca" <timj.johnston@sympatico.ca>, "chantal.maillet@xerox.com" <chantal.maillet@xerox.com>, "ReceiptsTOR@blg.com" <ReceiptsTOR@blg.com>, "scardinali@burlingtonhydro.com" <scardinali@burlingtonhydro.com>, "Justin.fogarty@regentlaw.ca" <Justin.fogarty@regentlaw.ca>, "Jason.Dutrizac@regentlaw.ca" <Jason.Dutrizac@regentlaw.ca>, "Pavle.masic@regentlaw.ca" <Pavle.masic@regentlaw.ca>, Christian Popowich <christian.popowich@codehunterllp.com>, "M.Greenberg@MPGLAW.com" <M.Greenberg@mpglaw.com>, "cv@tvsbarristers.com" <cv@tvsbarristers.com>, "sbrotman@fasken.com" <sbrotman@fasken.com>, "adam@davidolidaids.com" <adam@davidolidaids.com>, "dhausman@fasken.com" <dhausman@fasken.com>, "jwansbrough@fasken.com" <jwansbrough@fasken.com>, "andrew@crabtreelaw.ca" <andrew@crabtreelaw.ca>, "tchr_62@hotmail.com" <tchr_62@hotmail.com>, "anathan@xynergycapital.com" <anathan@xynergycapital.com>, "mark.tamminga@gowlingwlg.com" <mark.tamminga@gowlingwlg.com>, "ldonders@bcsc.bc.ca" <ldonders@bcsc.bc.ca>, "SSCGlobeOpNotices@sscinc.com" <SSCGlobeOpNotices@sscinc.com>, "notices@sscinc.com" <notices@sscinc.com>

Cc:

Bcc:

Date: Mon, 3 Sep 2018 17:09:18 +0000

Subject: Request to stop / delay Auction of Sept 4 Due to imminent funding of Dome Mountain Resources of Canada

Attention:

Mark van Zandvoort

Please see the attached letter which is a follow up to the funding commitment letter forwarded to you in August.

Regards

Darcy Pahl

--

This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you

received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

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

From: Darcy Pahl <ddp.icc@gmail.com>

To: "ahuculak@osc.gov.on.ca" <ahuculak@osc.gov.on.ca>, "ychisholm@osc.gov.on.ca" <ychisholm@osc.gov.on.ca>, "jonathan.krieger@ca.gt.com" <jonathan.krieger@ca.gt.com>, "bruce.bando@ca.gt.com" <bruce.bando@ca.gt.com>, "jason.knight@ca.gt.com" <jason.knight@ca.gt.com>, Steve Graff <sgraff@airdberlis.com>, Mark van Zandvoort <mvanzandvoort@airdberlis.com>, "catalystrising99@gmail.com" <catalystrising99@gmail.com>, "sbieber@AGBLLP.com" <sbieber@agblp.com>, "igraham@AGBLLP.com" <igraham@agblp.com>, Peter Cummings <p.f.cummings604@gmail.com>, "bprentice@blaney.com" <bprentice@blaney.com>, "dullmann@blaney.com" <dullmann@blaney.com>, "BCowper-Smith@Omers.Com" <BCowper-Smith@omers.com>, linc rogers <linc.rogers@blakes.com>, "nigel.campbell@blakes.com" <nigel.campbell@blakes.com>, "lawyerbill@rogers.com" <lawyerbill@rogers.com>, "james@campadvocacy.com" <james@campadvocacy.com>, Alberto Storelli <alberto.storelli@gmail.com>, "KChan@jsitsp.com" <KChan@jsitsp.com>, Stephen Miller <stephenmiller06@outlook.com>, Steven Bandola <bandola.steven@gmail.com>, A Braun <alan.g.braun@gmail.com>, Joanne Bentley <chiron.returns@gmail.com>, "kgillespie@libertymortgage.ca" <kgillespie@libertymortgage.ca>, "brian@peoplesfunding.com" <brian@peoplesfunding.com>, "jharker@ariampartners.com" <jharker@ariampartners.com>, Chuck Pinnell <crp52els@gmail.com>, "solid8@telus.net" <solid8@telus.net>, "diane.winters@justice.gc.ca" <diane.winters@justice.gc.ca>, "kevin.ohara@fin.gov.on.ca" <kevin.ohara@fin.gov.on.ca>, Jill Van Osch <jillian.vanosch@gmail.com>, "mikkilvr@hotmail.com" <mikkilvr@hotmail.com>, Chrysalis Yoga <Shanine@chrysalisyoga.ca>, "paco@forwardmotionent.com" <paco@forwardmotionent.com>, "nbarreca@ipcsecurities.com" <nbarreca@ipcsecurities.com>, Scott Whale <eSCOTTWhale@gmail.com>, "Robert.ebel@fundserv.com" <Robert.ebel@fundserv.com>, "gtdallen@gmail.com" <gtdallen@gmail.com>, Jeffrey Mushaluk <jeffreymushaluk@gmail.com>, Marc Stevens <marc.h.stevens@gmail.com>, "lesley.connors@nbc.ca" <lesley.connors@nbc.ca>, "timj.johnston@sympatico.ca" <timj.johnston@sympatico.ca>, "chantal.maillet@xerox.com" <chantal.maillet@xerox.com>, "ReceiptsTOR@blg.com" <ReceiptsTOR@blg.com>, "scardinali@burlingtonhydro.com" <scardinali@burlingtonhydro.com>, "Justin.fogarty@regentlaw.ca" <Justin.fogarty@regentlaw.ca>, "Jason.Dutrizac@regentlaw.ca" <Jason.Dutrizac@regentlaw.ca>, "Pavle.masic@regentlaw.ca" <Pavle.masic@regentlaw.ca>, Christian Popowich <christian.popowich@codehunterllp.com>, "M.Greenberg@MPGLAW.com" <M.Greenberg@mpglaw.com>, Carey Veinotte <cv@tvsbarristers.com>, "sbrotman@fasken.com" <sbrotman@fasken.com>, "adam@davididavids.com" <adam@davididavids.com>, "dhausman@fasken.com" <dhausman@fasken.com>, "jwansbrough@fasken.com" <jwansbrough@fasken.com>, "andrew@crabtreelaw.ca" <andrew@crabtreelaw.ca>, "tchr_62@hotmail.com" <tchr_62@hotmail.com>, "anathan@xynergycapital.com" <anathan@xynergycapital.com>, "mark.tamminga@gowlingwlg.com" <mark.tamminga@gowlingwlg.com>, "ldonders@bcsc.bc.ca" <ldonders@bcsc.bc.ca>, "SSCGlobeOpNotices@sscinc.com" <SSCGlobeOpNotices@sscinc.com>, "notices@sscinc.com" <notices@sscinc.com>

Cc:

Bcc:

Date: Tue, 11 Sep 2018 03:09:28 +0000

Subject: Dome Mountain Resources of Canada : Letter of September 3

I just noticed I accidentally forwarded a draft copy of the letter instead of the final version. Please find attached the final version which makes it perfectly clear that there is a 3rd party that is in the process of due diligence on Gavin Mines.... BUT contrary to what was stated in the email sent out.... Gavin Mine

Management has not accepted any offer as yet.

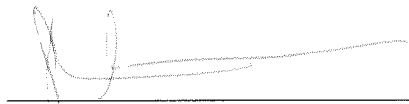
Darcy Pahl
President
Dome Mountain Resources of Canada

--
This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

--
This message is confidential and intended solely for the use of the addressed individual or entity. Access to this e-mail by anyone else is unauthorized. Any review, retransmission, dissemination, copy or other use of or taking of any action in reliance upon this information by persons other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please notify the sender immediately and thereafter delete the material from all your systems. Thank you.

Tab N

Attached is Exhibit "N" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.
JANAYIA JONES

Shakaira John

From: Shakaira John
Sent: September-20-18 10:13 AM
To: 'cpopowich@codehunterllp.com'
Cc: Mark van Zandvoort; 'Bando, Bruce'; Knight, Jason; 'ddp.icc@gmail.com'; 'bobnet33@gmail.com'
Subject: Re: Darcy Pahl, Robert Maljaars and Jeffrey Maljaars Guarantee Obligations - Court File No. CV-18-604459-00CL
Attachments: Letter to C. Popowich re statement of claim.pdf

Christian,

Please see attached letter of today's date, and enclosure.

Regards,

Shakaira John

416.865.4637
416.863.1515
sjohn@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error.
If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

AIRD BERLIS

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

September 20, 2018

BY EMAIL

Code Hunter LLP, Barristers
850 440 2 Avenue SW
Calgary, Alberta
T2P 5E9
cpopowich@codehunterllp.com

Attention: Christian J. Popowich

Dear Mr. Popowich:

**Re: Receivership of Crystal Wealth Group, Ontario Superior Court of Justice
Court File No. CV-17-1179-00CL**
**And Re: Darcy Pahl, Robert Maljaars and Jeffrey Maljaars Guarantee Obligations
(Court File No. CV-18-604459-00CL)**

As you are aware, the Receiver has commenced an action in the Ontario Superior Court of Justice (Commercial List) (Court File No. CV-18-604459-00CL) against your clients, Darcy Pahl, Robert Maljaars and Jeffrey Maljaars (collectively, the "**Defendants**"), seeking payment of the indebtedness owing by each of the Defendants pursuant to their respective guarantees of the obligations of Crystal Wealth (the "**Guarantee Action**"). A copy of the Statement of Claim, as issued by the Court, is enclosed. We have attempted to personally serve the Statement of Claim on each of the Defendants, however our efforts to effect service have been unsuccessful. As you know, by Order issued August 20, 2018, Justice Conway ordered the Defendants to answer the questions refused on their respective examinations, including advising the Receiver of the addresses at which they reside, but none of the questions have been answered in breach of Justice Conway's Order.

By letter dated September 5, 2018, a copy of which letter was sent to you by email on the same date, we advised Mr. Pahl of the Guarantee Action and requested confirmation of his acceptance of service via email of the Statement of Claim, or, alternatively, that Mr. Pahl confirm instructions to you, as counsel, to accept service of the Statement of Claim on Mr. Pahl's behalf. Mr. Pahl has failed to respond to our correspondence regarding service, and we have similarly not heard from you in response.

Please endorse and return to us a copy of the Statement of Claim confirming your acceptance of service, and the date of acceptance, on behalf of each of the Defendants by 5:00 p.m. EST on Monday, September 24, 2018, failing which, we will move for an order validating service, or, alternatively, for substituted service. In the event such a motion will be required, please advise this week if the Defendants are unavailable on any dates in October for the motion. Otherwise, we will unilaterally schedule a date for the motion.

Yours truly,

AIRD & BERLIS LLP



Mark van Zandvoort

MVZ/ds

Encls.

cc: Grant Thornton Limited, the Court-Appointed Receiver
Darcy Pahl, by email at ddp.icc@gmail.com
Robert Maljaars, by email at bobnet33@gmail.com
Jeffrey Maljaars, by registered mail to 8505 Black Mountain Road, Chase, British
Columbia, V0E 1M0

33741505.2

AIRD BERLIS

Shakaira John

From: Christian Popowich <christian.popowich@codehunterllp.com>
Sent: September-26-18 8:57 PM
To: Mark van Zandvoort
Cc: 'Bando, Bruce'; 'Knight, Jason'; Shakaira John
Subject: RE: Darcy Pahl, Robert Maljaars and Jeffrey Maljaars Guarantee Obligations - Court File No. CV-18-604459-00CL

Mark

Your inquiries are to matters privileged. Regards.

CJP

From: Mark van Zandvoort [mailto:mvanzandvoort@airdberlis.com]
Sent: September-26-18 1:08 PM
To: Christian Popowich
Cc: 'Bando, Bruce'; 'Knight, Jason'; Shakaira John
Subject: RE: Darcy Pahl, Robert Maljaars and Jeffrey Maljaars Guarantee Obligations - Court File No. CV-18-604459-00CL
Importance: High

Christian,

You continue to ignore our correspondence, and have failed to respond in any manner to our correspondence sent on August 20, September 11, and September 20, 2018. Furthermore, I understand that you have failed to respond to the voicemail left for you by The Bowra Group Inc., the bankruptcy trustee of 1566496 Alberta Ltd. As you know, your clients remain in breach of Court Orders, including the Order of Justice Conway issued August 20, 2018. If you are not responding because you have no instructions or are no longer retained on this matter, please advise us accordingly.

Regards,

Mark

From: Shakaira John
Sent: September-20-18 10:13 AM
To: 'cpopowich@codehunterllp.com' <cpopowich@codehunterllp.com>
Cc: Mark van Zandvoort <mvanzandvoort@airdberlis.com>; 'Bando, Bruce' <Bruce.Bando@ca.gt.com>; Knight, Jason <Jason.Knight@ca.gt.com>; 'ddp.icc@gmail.com' <ddp.icc@gmail.com>; 'bobnet33@gmail.com' <bobnet33@gmail.com>
Subject: Re: Darcy Pahl, Robert Maljaars and Jeffrey Maljaars Guarantee Obligations - Court File No. CV-18-604459-00CL

Christian,

Please see attached letter of today's date, and enclosure.

Regards,

Shakaira John

T 416.865.4637

F 416.863.1515

E sjohn@airdberlis.com

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800

Toronto, Canada M5J 2T9 | airdberlis.com

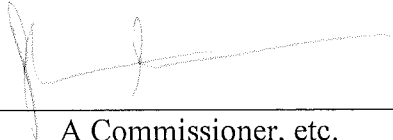


This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error.

If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

Tab O

Attached is Exhibit "O" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.
SHARLENE SHAW

AIRD BERLIS

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

October 30, 2018

BY REGULAR MAIL

Darcy Pahl
112 Cranston Drive SE
Calgary, Alberta T3M 1A8

Dear Mr. Pahl:

Re: Receivership of Crystal Wealth Group, Ontario Superior Court of Justice
Court File No. CV-17-1179-00CL
and Re: Dome Mountain Resources of Canada Inc.
and Re: Darcy Pahl Guarantee Obligations (Court File No. CV-604459-00CL)

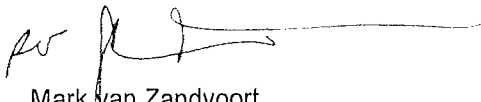
As you know, we are the lawyers for Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed Receiver and Manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Crystal Wealth Management System Limited (the "**Company**"), Crystal Wealth Enlightened Factoring Strategy (the "**Factoring Fund**") and Crystal Wealth Enlightened Hedge Fund (the "**Hedge Fund**", and together with the Factoring Fund, the "**Funds**").

Please be advised that in accordance with your personal obligations to the Company (in Trust for the Funds) pursuant to a Guarantee executed by you and dated November 4, 2015 (the "**Personal Guarantee**"), the Receiver has commenced an action against you in the Ontario Superior Court of Justice (Commercial List) (Court File No. CV-18-604459-00CL) seeking payment of the indebtedness owing by you under the Personal Guarantee.

Our efforts to effect personal service of the Statement of Claim upon you have been unsuccessful. Accordingly, we enclose a copy of the Statement of Claim herein, and will be bringing a motion seeking an Order validating service, or, alternatively, permitting substituted service by regular mail and email.

Yours truly,

AIRD & BERLIS LLP



Mark van Zandvoort
MVZ/dh

Encls.

cc: Grant Thornton Limited, the Court-Appointed Receiver
Christian J. Popowich, Code Hunter Barristers, Lawyers for Dome Mountain Resources of Canada Inc., by email at cpopowich@codehunterllp.com

34101631.1

Tab P

Attached is Exhibit "P" Referred to in the
AFFIDAVIT OF JENAYA MCLEAN
Sworn before me this 5th day of November, 2018



A Commissioner, etc.

JENAYA JOHN

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

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

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**REFUSALS/OBJECTIONS GIVEN DURING THE EXAMINATION OF DARCY PAHL
PURSUANT TO THE RECEIVERSHIP ORDER, HELD ON MARCH 21, 2018**

<u>No.</u>	<u>Pg. #</u>	<u>Refusals/Objections</u>	<u>Response</u>
1.	5	To confirm if Mr. Pahl provided his driver's license as part of the request to obtain funds through the factoring funds that has been provided by Mr. Froese that was given to Frontline Factoring.	
2.	5	To advise where Mr. Pahl currently resides.	
3.	5	To advise what level of education Mr. Pahl has.	
4.	6/7	To advise in the past 25 years Mr. Pahl's various work experience in the mining industry.	
5.	7	To advise if Mr. Pahl has reviewed the first and second reports of the receiver in this proceeding.	
6.	12	To provide the share certificates for Dome Mountain.	

No.	Pg. #	<u>Refusals/Objections</u>	<u>Response</u>
7.	13	To advise how Mr. Pahl knew Robert Maljaars and David DenHollander at the time Dome Mountain was incorporated.	
8.	13	To advise if prior to the incorporation of Dome Mountain, if Mr. Pahl had business dealings with Mr. Maljaars and Mr. DenHollander.	
9.	15	To answer questions regarding Mr. Pahl's understanding that Crystal Wealth had factoring agreements with 647 B.C., a numbered company of which Mr. DenHollander is the principal and his dealings with Mr. DenHollander with respect to same.	
10.	17	To produce copies of the 43-101 mining reports in connection with Gavin Mines that gave Dome Mountain interest in investing in same.	
11.	17	To advise if Mr. Pahl had any business dealings with anyone affiliated with Gavin Mines Inc. at the time Dome Mountain was incorporated.	
12.	20	To advise how Mr. Pahl learnt of Gavin Mines.	
13.	21	To advise what Mr. Pahl's current residence is.	
14.	21	To advise if Mr. Pahl has updated the corporate profile for Dome Mountain Resources of Canada Inc. to reflect his new address.	
15.	22	To advise of the directors' current address for Dome Mountain Resources of Canada Inc.	
16.	23	To provide Dome Mountain Resources of Canada Inc.'s registered address.	
17.	25	To advise who introduced Mr. DenHollander to Mr. Pahl and to advise how they met.	
18.	29	To advise what dealings Mr. Pahl's had with Frontline Factoring, which would include Mr. Froese leading up to the execution of the agreement.	
19.	33	To produce banking records pursuant to which Dome Mountain received in finding in connection with the factoring of Crystal Wealth Funds, either directly or through Frontline Factoring Inc.	

<u>No.</u>	<u>Pg. #</u>	<u>Refusals/Objections</u>	<u>Response</u>
20.	34	To produce the full statements and bank records for the Dome Mountain TD bank account from the time of the initial advance to Dome Mountain up until present.	
21.	39	To advise how Frontline would know where to disburse the proceeds of the Crystal Wealth financing for Dome Mountain's operations.	
22.	39	To advise how Frontline would know for the drilling operations, who to send money to and how much.	
23.	44	To produce any due diligence materials in Dome Mountain's possession in the 43-101s and all of the background information on the mine.	
24.	45	To provide a list of the entities and the individuals and their contact information who were the recipients of the proceeds of the monies received by Dome Mountain through the Crystal Wealth Funds at issue.	
25.	49	To produce the email updates from Mr. Tattersal concerning the status of Gavin Mines.	
26.	51	To advise the names of Lloyd Tattersal's accountants and lawyers.	
27.	53	To produce whatever financial statements, case flow projections, balance sheets and profit and loss statements that Dome Mountain would have received at any time from Gavin Mines.	
28.	54	To advise if there could be other potential shareholders in Gavin Mines in addition to Mr. Clark.	
29.	58	To provide the agreements entered into between Dome Mountain with Gavin Mines.	
30.	79	To produce any confirmation received with respect to payment of the insurance policy.	
31.	83	To advise if Mr. Pahl agrees that it sounds commercially absurd that Crystal Wealth would have agreed to give an extension while losing the insurance policy that would back the funding.	

<u>No.</u>	<u>Pg. #</u>	<u>Refusals/Objections</u>	<u>Response</u>
32.	90	To produce new 43-101s using the Crystal Wealth funding to Dome Mountain to provide a valuation of the asset.	
33.	95	For Mr. Pahl to confirm that the funding received from Crystal Wealth funds was bridge funding and the investors are not likely going to get repaid.	
34.	99	To advise if factually, Dome Mountain says that it has met the requirements of the mandate letter and term sheet to obtain financing.	
35.	103	To advise when the last time Mr. Pahl spoke with or has any communications with Mr. DenHollander.	
36.	104	To advise if Mr. Pahl knows Mr. DenHollander on a personal level.	
37.	105	To advise if Mr. Pahl has a personal relationship with Robert Maljaars, Jeffrey Maljaars, David DenHollander, Al Housego, Jerry Froese, Stephen Bandola or Clayton Smith.	
38.	105	To advise if Mr. Pahl has ever vacationed with Robert Maljaars, Jeffrey Maljaars, David DenHollander, Al Housego, Jerry Froese, Stephen Bandola or Clayton Smith.	
39.	106	To advise if based on Dome Resources' current operations, that there is no prospect of repayment of the amounts which have been advanced by the Crystal Wealth funds.	
40.	106	To advise if it is Dome Mountain Resources' intention to repay the amount owing to Crystal Wealth.	
41.	107	To advise if the monies advanced to Dome Mountain by the Crystal Wealth funds is going to be repaid.	
42.	108	To advise if there are any current operations being undertaken to still attempt to acquire additional shares of Gavin Mines.	
43.	109/110	To advise when the last time Mr. Pahl had any communications with Stephen Miller from MGE Corporation.	

<u>No.</u>	<u>Pg. #</u>	<u>Refusals/Objections</u>	<u>Response</u>
44.	110	To confirm that it is Mr. Pahl's evidence that he factored invoices from Dome Mountain to MGE Corporation.	
45.	111	To advise what lawyers were involved on behalf of Dome Mountain Resources in the negotiations with MGE in the Crystal Wealth funds that resulted in more than \$13 million being advanced to Dome Mountain.	
46.	112	To advise if Dome Mountain Resources had a lawyer involved on its behalf in dealing with any of the agreements or lending agreements that have been discussed at this examination.	
47.	118	With reference to Exhibit 8, to advise if Mr. Pahl had any involvement in the renegotiations of these agreements.	
48.	120	To provide the last known contact information for Mr. McBean.	
49.	123	To advise how Mr. Pahl became to learn of Mr. McBean.	
50.	123	To advise if Mr. Pahl had ever read any of the Crystal Wealth offering memorandums prior to entering into the arrangements in November 2015 and 2016.	
51.	123	To advise if Mr. Pahl knew what the investment purposes was of any of the Crystal Wealth funds.	
52.	123	To advise how Dome Mountain ever utilized the services of an accountant.	
53.	124	To advise the branch location of the TD bank that Mr. Pahl deposited the \$10,000 he received from the money disbursed by the Crystal Wealth funds to Dome Mountain Resources.	
54.	124	To advise if Mr. Pahl has always lived in Alberta as opposed to British Columbia.	

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven Graff – LSUC# 31871V
E-mail: sgraff@airdberlis.com

Mark van Zandvoort– LSUC #59120U
E-mail: mvanzandvoort@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

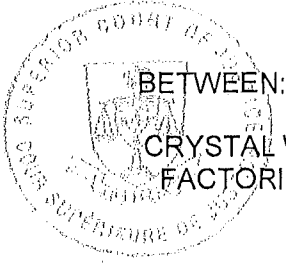
Lawyers for Grant Thornton Limited in its capacity
and Court-Appointed Receiver of the Crystal
Wealth Group

Tab 3

CV-18-604459.0001

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**



BETWEEN:

**CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED
FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their
Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED**

Plaintiffs

and

**ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. 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 4, 2018

Issued by:


Local Registrar

May Nikolaidis

Address of
court office:

Superior Court of Justice
330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

TO: Robert Maljaars
222014 Township Road 9-4 PO Box 1129
Coalhurst, Alberta T0L 0V0

AND TO: Dary Pahl
112 Cranston Drive SE
Calgary, Alberta T3M 1A8

c/o Dome Mountain Resources of Canada Inc.
Suite 103 101-1865 Dilworth Drive
Kelowna, British Columbia V1Y 9T1

AND TO: Marion DenHollander
3891 Turner Road
Tappen, British Columbia V0E 2X1

AND TO: Jeffrey Maljaars
8508 Black Mountain Road
Chase, British Columbia V0E 1M0

C L A I M

1. The plaintiffs, by their Court-Appointed Receiver and Manager, Grant Thornton Limited (in such capacity, the "**Receiver**"), claim against the defendants as follows:

(a) the plaintiffs, Crystal Wealth Management System Limited, Crystal Wealth Enlightened Factoring Strategy, and Crystal Wealth Enlightened Hedge Fund (collectively, the "**Crystal Wealth Group**"), claim as against the defendants, Robert Maljaars and Darcy Pahl, jointly and severally, for:

- (i) payment of the sum of \$19,147,764.18 in accordance with the defendants' respective liability pursuant to the Robert Guarantee and the Pahl Guarantee (as such terms are defined below);
- (ii) in the alternative to sub-paragraph 1(a)(i), payment of the sum of \$15,072,571.87, or such other sum as is just, in accordance with Robert Maljaars and Darcy Pahl's liability pursuant to the Robert Guarantee and the Pahl Guarantee, respectively;
- (iii) pre-judgment interest on any sum awarded pursuant to sub-paragraph 1(a)(i) and 1(a)(ii) above from November 22, 2017, and post-judgment interest, at the rates established by the Dome Mountain Factoring Agreement (as defined below);
- (iv) in the alternative to sub-paragraph 1(a)(iii), pre-judgment interest from November 22, 2017 or such other date as is just, and post-judgment interest, in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (the "***Courts of Justice Act***");

- (v) an order, if necessary, granting leave *nunc pro tunc* to serve the statement of claim on Robert Maljaars and Darcy Pahl outside of Ontario;
 - (vi) their costs of this action on a full indemnity scale, or alternatively, such scale as is just; and
 - (vii) such further relief as is just;
- (b) the plaintiff, Crystal Wealth Enlightened Factoring Strategy, claims as against the defendant, Marion DenHollander, for:
- (i) payment of the sum of \$587,430.48 in accordance with Marion DenHollander's liability pursuant to the DenHollander Guarantee (as defined below);
 - (ii) in the alternative to sub-paragraph 1(b)(i), payment of the sum of \$439,698 in accordance with Marion DenHollander's liability pursuant to the DenHollander Guarantee;
 - (iii) pre-judgment interest on any sum awarded pursuant to sub-paragraph 1(b)(i) and 1(b)(ii) above from November 22, 2017, and post-judgment interest, at the rates established by the 647 Factoring Agreement (as defined below);
 - (iv) in the alternative to sub-paragraph 1(b)(iii), pre-judgment interest from November 22, 2017 or such other date as is just, and post-judgment interest, in accordance with sections 128 and 129 of the *Courts of Justice Act*;

- (v) an order, if necessary, granting leave *nunc pro tunc* to serve the statement of claim on Marion DenHollander outside of Ontario;
 - (vi) its costs of this action on a fully indemnity scale, or alternatively, such scale as is just; and
 - (vii) such further relief as is just;
- (c) the plaintiff, Crystal Wealth Enlightened Factoring Strategy, claims as against the defendant, Jeffrey Maljaars, for:
- (i) payment of the sum of \$1,096,377.54 in accordance with Jeffrey Maljaars' liability pursuant to the Jeffrey Guarantee (as defined below);
 - (ii) in the alternative to sub-paragraph 1(c)(i), payment of the sum of \$824,038.65 in accordance with Jeffrey Maljaars' liability pursuant to the Jeffrey Guarantee;
 - (iii) pre-judgment interest on any sum awarded pursuant to sub-paragraph 1(c)(i) and 1(c)(ii) above from November 22, 2017, and post-judgment interest, at the rates established by the 156 Factoring Agreement (as defined below);
 - (iv) in the alternative to sub-paragraph 1(c)(iii), pre-judgment interest from November 22, 2017 or such other date as is just, and post-judgment interest, in accordance with sections 128 and 129 of the *Courts of Justice Act*;
 - (v) an order, if necessary, granting leave *nunc pro tunc* to serve the statement of claim on Jeffrey Maljaars outside of Ontario;

(vi) its costs of this action on a full indemnity scale, or alternatively, such scale as is just; and

(vii) such further relief as is just.

THE PARTIES

2. Pursuant to an Order (Appointing Receiver) of the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (hereinafter, the "**Court**") issued April 26, 2017 (Court File No. CV-17-11779-00CL) (the "**Appointment Order**"), Grant Thornton Limited was appointed as the Court Appointed Receiver and Manager (in such capacities, the "**Receiver**") of the assets, undertakings, and properties of, among other persons and entities, the Crystal Wealth Group.

3. The Appointment Order was issued by the Court upon application by the Ontario Securities Commission (the "**OSC**") pursuant to s. 129 of the *Securities Act*, R.S.O. 1990, c. S.5.

4. Pursuant to sub-paragraphs 6(f) and 6(i) of the Appointment Order, the Court empowered the Receiver to receive and collect all monies and accounts owed or which may become owing in the future to the Crystal Wealth Group, and to exercise all remedies of the Crystal Wealth Group in collecting such monies, including initiating the prosecution of any and all proceedings with respect to the recovery of monies and accounts owing to the Crystal Wealth Group.

5. At the time of the Appointment Order, the plaintiff, Crystal Wealth Management System Limited (the "**Company**"), was registered with the OSC in the categories of: "Exempt Market Dealer", "Investment Fund Manager", "Portfolio Manager" and "Commodity Trading Manager".

6. During the period of 2007 to 2016, the Company created fifteen open-ended mutual fund trusts, which it thereafter managed. The plaintiffs, Crystal Wealth Enlightened Factoring Strategy (formerly named the "Crystal Enlightened Income Fund") (the "**Factoring Fund**") and Crystal

Wealth Enlightened Hedge Fund (the "**Hedge Fund**", together with the Factoring Fund, the "**Funds**"), are two of the mutual funds created by the Company.

7. The defendant, Robert Maljaars ("**Robert**"), is an individual who resides in Coalhurst, Alberta. At all material times, Maljaars was a representative of Dome Mountain Resources of Canada Inc. ("**Dome Mountain**").

8. The defendant, Darcy Pahl ("**Pahl**"), is an individual who resides in Calgary, Alberta. At all material times, Pahl was director and president of Dome Mountain.

9. The defendant, Marion DenHollander ("**DenHollander**"), is an individual who resides in Tappen, British Columbia. At all material times, DenHollander was a director and officer of 647497 BC Ltd. ("**647**").

10. The defendant, Jeffrey Maljaars ("**Jeffrey**") is an individual who resides in Chase, British Columbia. At all material times, Jeffrey was the sole director and officer of 1566496 Alberta Ltd. ("**156**").

THE FACTORING AND SECURITY AGREEMENTS

11. Each of Dome Mountain, 647, and 156 (collectively, the "**Merchants**") was a merchant of the respective plaintiff pursuant to the following agreements (collectively, the "**Factoring Agreements**");

- (a) the Factoring Fund entered into an agreement to purchase accounts receivable ("**Receivables**") dated November 28, 2014 with 647 (the "**647 Factoring Agreement**");
- (b) the Factoring Fund entered into an agreement to purchase Receivables dated January 8, 2015 with 156 (the "**156 Factoring Agreement**"); and

- (c) the Company (in trust) entered into an agreement to purchase Receivables from Dome Mountain dated November 4, 2015 and November 4, 2016 (the "**Dome Mountain Factoring Agreement**").

12. Pursuant to s. 7.1 of each of the Factoring Agreements, where an underlying Debtor is more than 90 days in arrears in making payment in respect of a Receivable, the Factor may require the Merchant to repurchase the Receivable from the Factor, and the repurchase price in respect of that Receivable shall be the aggregate of the amount remaining owing plus the interest payable under s. 7.2 of the Factoring Agreements (as such capitalized terms are defined in the Factoring Agreements).

13. Pursuant to the Factoring Agreements, 647, 156, and Dome Mountain each entered into a security agreement in favour of the Funds and the Company, as applicable, granting such plaintiffs a general continuing security interest over, among other things, all of their present and future property and assets (the "**Security Agreements**").

14. As at April 19, 2018, the Merchants were indebted to the plaintiffs for the following amounts on account of outstanding principal and interest, pursuant to the Factoring Agreements (the "**Indebtedness**"):

- (a) Dome Mountain to the Company, in trust for the Factoring and Hedge Funds, for a total amount of \$19,147,764.18, consisting of \$15,072,571.87 in principal and \$4,075,192.30 in interest;
- (b) 156 to the Factoring Fund for a total amount of \$1,096,377.54, consisting of \$824,038.65 in principal and \$212,421.92 in interest; and
- (c) 647 to the Factoring Fund for a total amount of \$587,430.48, consisting of \$439,698 in principal and \$147,732 in interest.

THE GUARANTEES

15. In support of, and as further security for the Merchants' obligations under the Factoring Agreements, the defendants each provided a personal guarantee, as follows (collectively, the **"Guarantees"**):

- (a) Pahl provided a guarantee in favour of the Company (in trust), dated November 4, 2015, guaranteeing all duties, obligations and debts owed by Dome Mountain to the Company (in trust for the Funds) (the **"Pahl Guarantee"**);
- (b) Robert provided a guarantee in favour of the Company (in trust), dated November 3, 2015, guaranteeing all duties, obligations and debts owed by Dome Mountain to the Company (in trust for the Funds) (the **"Robert Guarantee"**);
- (c) DenHollander provided a guarantee in favour of the Factoring Fund dated November 20, 2014, guaranteeing all duties, obligations and debts owed by 647 to the Factoring Fund (the **"DenHollander Guarantee"**). The DenHollander Guarantee was accompanied by a certificate of independent legal advice executed by both DenHollander, and a lawyer in the province of British Columbia, on November 20, 2014; and
- (d) Jeffrey provided a guarantee in favour of the Factoring Fund, dated January 8, 2015, guaranteeing all duties, obligations and debts owed by 156 to the Factoring Fund (the **"Jeffrey Guarantee"**).

THE DEFENDANTS' LIABILITY UNDER THE GUARANTEES

16. The Guarantees each provide, among other things, that:

- (a) the respective defendant guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness due to the applicable plaintiffs by the respective Merchant;
- (b) the Guarantees are continuing guarantees and cover all liabilities and shall apply to secure any ultimate balance due, or remaining unpaid by the respective Merchant to the applicable plaintiffs;
- (c) the plaintiffs are not bound to exhaust recourse against the Merchants or any other persons or security before being entitled to payment from the defendants as applicable;
- (d) the defendants waive all defenses, counterclaims or offsets that are legally available to the defendants with respect to the payment of the debt due to the plaintiffs by the Merchants; and
- (e) in the event that the Guarantees must be enforced by the plaintiffs, all reasonable costs and expenses, including attorney's fees, incurred by the plaintiffs will be paid by the Guarantor.

17. The Pahl Guarantee, Robert Guarantee, and Jeffrey Guarantee each provide that *"the Guarantee is made pursuant to the laws of the Province of Ontario"*. All of the Guarantees, as executed by the defendants, were emailed to the Receiver, on behalf of the plaintiffs, in Ontario.

18. The plaintiffs plead and rely upon all of the terms of the Guarantees.

DEFAULT AND DEMANDS FOR REPAYMENT

19. By correspondence dated November 22, 2017 (the "**November 22nd Letters**"), the Receiver required that each of the Merchants repurchase the outstanding Receivables from the plaintiffs pursuant to the Factoring Agreements.

20. Despite the Receiver's November 22nd Letters, the Merchants failed to repurchase the Receivables or to otherwise make any payments to the Receiver as required by the Factoring Agreements.

21. The Merchants' failure to pay any principal, interest or other amount when due pursuant to the Factoring Agreements constitutes an event of default thereunder. As a result of the default, the plaintiffs are entitled to accelerate payment of all amounts owing to the plaintiffs pursuant to the Factoring Agreements, Security Agreements and the Guarantees.

22. Accordingly, on April 27, 2018, the Receiver issued formal demand letters for payment and Notices of Intention to Enforce Security, pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, to each of the Merchants (collectively, the "**Demand Letters**").

23. To date, the Merchants have failed to repay the Indebtedness which they owe to the plaintiffs, or any portion thereof. The Indebtedness is guaranteed by the defendants pursuant to the Guarantees.

24. Accordingly, on July 12, 2018, the Receiver issued formal demand letters (the "**Guarantor Demand Letters**") to each of the defendants demanding payment of the Indebtedness in accordance with their respective obligations under the Guarantees. The Guarantor Demand Letters enclosed the November 22nd Letters and the Demand Letters.

25. To date, despite the Guarantor Demand Letters, the Guarantors have failed to repay any of the Indebtedness owing to the plaintiffs.

SERVICE OUTSIDE ONTARIO

26. Based on the facts pleaded herein, including in paragraph 17 above, the plaintiffs plead and rely upon rule 17.02(f)(i) and 17.02(f)(ii) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 in support of its service of the within statement of claim on the defendants outside Ontario, without leave.

CONCLUSION

27. Based on the foregoing, the Receiver accordingly pleads that it is entitled, on behalf of the plaintiffs, to the relief claimed at paragraph 1 herein.

The Receiver pleads that this action ought to be tried in the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario as the Receiver was authorized to bring this action pursuant to paragraph 6(i) of the Order (Appointing Receiver) issued by this Court in Court File No. CV-17-11779-00CL (the "**Appointment Order**"), which Appointment Order was issued in a *Securities Act* application brought by the OSC, and is therefore, an eligible and appropriate matter pursuant to Part II, s. 1j, "*Securities Act*" of the Consolidated Practice Direction Concerning the Commercial List.

September 4, 2018

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff – LSUC No. 31871V
Email: sgraff@airdberlis.com

Mark J. van Zandvoort – LSUC No. 59120U
Email: mvanzandvoort@airdberlis.com

Shakaira John – LSUC No. 72263D
Email: sjohn@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiffs

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL
WEALTH ENLIGHTENED FACTORING STRATEGY and CRYSTAL
WEALTH ENLIGHTENED HEDGE FUND, by their Court-Appointed
Receiver and Manager, GRANT THORNTON LIMITED
Plaintiffs

and ROBERT MALJAARS, DARCY PAHL, MARION
DENHOLLANDER and JEFFREY MALJAARS

14

Defendants

CV-18-604459-003L

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff – LSUC No. 31871V
Email: sgraff@airdberlis.com

Mark J. van Zandvoort – LSUC No. 59120U
Email: mvanzandvoort@airdberlis.com

Shakaira John – LSUC No. 72263D
Email: sjohn@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiffs

Tab 4

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED
FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their
Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED**

Plaintiffs

and

**ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS**

Defendants

AFFIDAVIT OF SERVICE

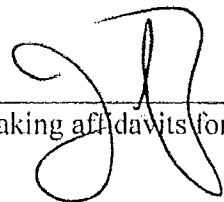
I, Norma Harisch, Process Server, of the City of Salmon Arm in the Province of British Columbia,
SWEAR (OR AFFIRM) That:

1. On September 11, 2018 at 6:45 o'clock in the afternoon, I served Marion DenHollander, with a copy of the Statement of Claim, a copy of which is attached as Exhibit "A" to this Affidavit, by leaving it with Marion DenHollander, at 3891 Turner Road, Tappen, British Columbia.
2. I was able to identify the person by means of verbal acknowledgement of her name.

SWORN before me at the city Salmon Arm,
Province of British Columbia

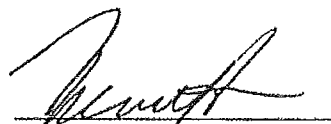
This 18 day of September 2018

Commissioner for taking affidavits for
British Columbia



JANE M. LETOURNEAU
P.O. BOX 3009
SALMON ARM, B.C. V1E 4R8
NOTARY PUBLIC
PHONE: (250) 832-9319

NON-EXPIRING
COMMISSION


Norma Harisch

Tab 5

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED
FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their
Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED.

Plaintiffs

- and -

ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS

Defendants

AFFIDAVIT OF SERVICE

I, Jim McCallum, Process Server, of #230 – 1210 Summit Drive, in the City of Kamloops, in the Province of British Columbia, **DO HEREBY MAKE OATH AND SAY AS FOLLOWS:**

1. THAT attached hereto is a true copy of STATEMENT OF CLAIM, dated September 4th, 2018, being Exhibit "A" in this proceeding which I served as follows.
2. THAT I did on Wednesday, the 3rd day of October 2018, at 9:45 am, at 2049 Davis Lake Road, in the Village of Chase, in the Province of British Columbia, serve JEFFREY MALJAARS by handing to and leaving the document with him.
3. THAT the means by which I identified the party served and in the manner aforementioned was by the admittance of the person served that they were the proper party to be served.

SWORN BEFORE ME at the City)
of Kamloops, in the Province of British)
Columbia, this 9 day of)
October, 2018.)

A Notary Public in and for the)
Province of British Columbia)


Jim McCallum

GREG J.R. THOMSON
Barrister & Solicitor
#300 - 180 SEYMOUR STREET
KAMLOOPS, BC V2C 2E3

Tab 6

COURT FILE NUMBER	CV-18604459-000L	Clerk's Stamp
COURT	ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST	
JUDICIAL CENTRE	TORONTO	
PLAINTIFFS	CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY and CRYSTAL WEALTH ELIGHTENED HEDGE FUND, by their Court-Appointed Receiver and Manager, GRANT THORNTON LIMITED	
DEFENDANTS	ROBERT MALJAARS, DARCY PAHL, MARION DENHOLLANDER and JEFFREY MALJAARS	
DOCUMENT	AFFIDAVIT OF ATTEMPTED SERVICE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers & Solicitors 1600, 520 – 3 rd Avenue SW Calgary, Alberta T2T 0R3 Phone: 403.693.4310 Fax: 403.508.4349	

AFFIDAVIT OF JENNIE E. HYLAND

Sworn on September 19th, 2018

I, **Jennie E. Hyland**, of the City of Lethbridge, in the Province of Alberta, Process Server, having personal knowledge of the matter hereinafter deposed except where based upon information obtained and belief, MAKE OATH AND SAY:

1. That I did receive instruction from MLT AIKINS LLP, Law Firm, to personally serve the Defendant, **ROBERT MALJAARS**, with true copy of the Statement of Claim and Notice to the Defendants, at 222014 Township Road 94, in the County of Lethbridge, Alberta. With mailing address being PO Box 1129, Coalhurst, Alberta, T0L 0V0. The Motor Vehicle Search printed on September 4th, 2018, for my viewing shows that there has been no return mail from the mailing address on the search being, **PO Box 1129, Coalhurst, T0L 0V0**, which is hereunto annexed and attached to my Affidavit as **Exhibit "A"**.
2. That I did on **Thursday**, the 6th day of **September**, 2018, at 8:26 p.m., attend at 222014 Township Road 94, in the County of Lethbridge, Alberta and an a young adult male answered the door. He informed me that he the Defendant, **ROBERT MALJAARS** was not in and to try tomorrow around 11ish.
3. That I did on **Friday**, the 7th day of **September**, 2018, at 11:40 a.m., attend at 222014 Township Road 94, in the County of Lethbridge, Alberta and an adult female approached me outside. She informed me that he the Defendant, **ROBERT MALJAARS** was not in and comes and goes all day. Cannot give a time he is ever home.

4. That I am advised by Randy Hyland, Process Server, and do verily believe that he did on **Saturday** the 8th day of **September**, 2018, at 7:16 p.m., attend at 222014 Township Road 94, in the County of Lethbridge, Alberta and received no answer.

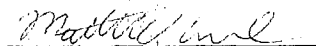
5. That I do not believe that prompt personal service of the within statement of Claim and Notice to the Defendants, can be effected upon the Defendant, **ROBERT MALJAARS**.

6. That based on the foregoing, I believe that service of the within Statement of Claim and Notice to the Defendants, will be effected upon the Defendant, **ROBERT MALJAARS**, by placing the said documents, together with a copy of the Order for Substitutional Service, by regular mail to Defendant's last known address of PO Box 1129, Coalhurst, Alberta, T0L 0V0 to the said Defendant, **ROBERT MALJAARS**, that this will come to his attention.

7. That I make this Affidavit in support of an application to this Honourable Court to grant an Order allowing the substitutional service of the Statement of Claim and Notice to the Defendants upon the Defendant, **ROBERT MALJAARS**, and for no improper purpose

8. That I am of the full age of eighteen (18) years and not a party to this action.

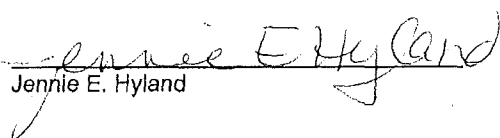
SWORN BEFORE ME at the City of Lethbridge, in
the Province of Alberta,
This 19th day of September, 2018.



Notary Public in and for the
Province of Alberta

Matthew S. Gal

Student-At-Law



Jennie E. Hyland



00408000002027A9A

Search Report

DEMOGRAPHIC SEARCH

Search Parameters

MVID	:	Plate No.	:
Operator No.	:	VIN	:
Last Name/Org Name	:	maljaars	
First Name	:	robert	
Middle Name	:		
Postal:		Search ALL First Names:	
City:		Joint Member:	
Prov:		F=First M=Middle	
DOB: 1967/03/26		L=Last or O=Org	
Range - Age	- or DOB	Sex Code:	
		Exclude Alias:	
		Reference No.: 050854-0009/	

Printed On: September 04, 2018
Customer Reference Number: 1

Transaction No.: 4192018-0900035-016

Client Name: Maljaars, Robert Jacob

Created On: 2011/01/04 15:51
Modified On: 2016/02/29 16:38

DOB:	1967/03/26	Gender:	M
Hair Colour:	brown	Eye Colour:	blue
Height:	193 CM/6 FT 4 IN	Weight:	98 KG/216 LB
Deceased:	N	Returned Mail:	N

Postal Address:

Line 1:	222014 Township Road 9-4	Province:	AB
Line 2:	PO Box 1129	Country:	Canada
City:	Coalhurst		
Postal Code:	T0L 0V0		

Physical Address:

Line 1:		Province:	
Line 2:		Country:	
City:			
Postal Code:			

Alias Of: MVID:
Name:

Joint: YES

*** END OF REPORT ***

Disclaimer

While Service Alberta is committed to taking all reasonable steps necessary to accurately extract data from the relevant databases, it does not guarantee the accuracy or completeness of information input into the databases. Service Alberta, its employees and agents shall not be liable for any losses or damages of whatever nature that may be suffered by any person or organization as a result of any inaccuracy, incompleteness or other deficiency which may exist regarding the information provided regardless of how that inaccuracy, incompleteness or other deficiency arose.

REG0408 (2014/02)

Tab 7

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH
ENLIGHTENED FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED
HEDGE FUND, by their Court-Appointed Receiver and Manager, GRANT THORNTON
LIMITED

Plaintiffs

and

ROBERT MALJAARS, DARCY PAHL,
MARION DENHOLLANDER and JEFFREY MALJAARS

Defendants

AFFIDAVIT OF ATTEMPTED SERVICE

I, **DARCY TRONNES**, of the City of Airdrie, in the Province of Alberta, MAKE OATH AND SAY:

1. I am a process server in Airdrie, Alberta, and, as such, have knowledge of the following matters.
2. THAT on Thursday, September 6, 2018 at approximately 3:25 pm, I attended at a last known address of the Defendant, DARCY PAHL, located at 112 Cranston Drive SE, Calgary, Alberta T3M 1A8. I knocked on the door several times but received no answer. I left my call back card affixed to the front door. Thereafter, I spoke with an adult female neighbor and asked her if the Defendant lives at the house. She responded with, "I believe that they moved as there are new people living in the house." I attempted to speak to other neighbors, but no one answered the door. Upon return to my car, I called the Defendant at the number provided to me. There was no answer, the outgoing voicemail message did not provide a name and I left a voicemail message for the Defendant.
3. THAT on Thursday, September 6, 2018 at approximately 3:40 pm, I was still in my car parked in front of the house and was about to pull away when a white trucked pull up onto the driveway. I spoke with the adult male who exited the truck. He confirmed to me that he is not the Defendant and advised that he just moved into the house.

4. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is copy of a demographic search for the Defendant indicating his postal address to be 112 Cranston Drive SE, Calgary, Alberta T3M 1A8 and that Alberta Registries has not received returned mail.

5. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is the Equifax Search for the Defendant providing the following addresses:

- (a) Current address (as of Sept. 2014) – 112 Cranston Drive SE, Calgary, Alberta T3M 1A8;
- (b) Former address (as of Apr. 2014) – 208, 725 – 12th Avenue SW, Calgary, Alberta T2R 0H9 ("Former address");
- (c) 2nd Former address (as of Aug. 2011) – 747 Queensland Drive SE, Calgary, Alberta T2J 4S8 ("2nd Former address").

6. THAT on Saturday, September 8, 2018 at approximately 10:25 am, I called the Defendant. There was no answer and I left a further voicemail message for him.

7. THAT on Monday, September 10, 2018 at approximately 10:11 am, I attended at the Defendant's 2nd Former address. I knocked on the door several times but received no answer. I left my call back card affixed to the front door. Thereafter, I spoke with an adult male neighbor who advised me that he did not know the names of the occupants living in the house. Upon return to my car, I called the Defendant further. Again, there was no answer and I left a voicemail message.

8. THAT on Monday, September 10, 2018 at approximately 10:43 am, I received a call from the occupant of the 2nd Former address in response to my call back card. She advised me that the Defendant did not live there and that they are the new owners of the property.

9. THAT on Monday, September 10, 2018 at approximately 10:55 am, I attended at the Former address. The unit is located within a secured access building and I was not able to gain entry. I noted that the buzzer panel referred to all codes as "occupied". I attempted code '0208'; however, it did not connect.

10. THAT to date, I have not received a return call from the Defendant in response to my voicemail messages left for him.

SWORN BEFORE ME at the City of Airdrie, in
the Province of Alberta, this 19th day of
September 2018

(A Notary Public in and
for the Province of Alberta)

TYLER J. BOND
Barrister & Solicitor

)
)
)
)
)

DARCY TRONNES



00406200002027901

Search Report

DEMOGRAPHIC SEARCH

Search Parameters

MVID :
 Operator No. :
 Last Name/Org Name : pahl
 First Name : darcy
 Middle Name :
 Postal :
 City :
 Prov :
 DOB :
 Range - Age - or DOB

Plate No. :
 VIN :

Search ALL First Names:
 Joint Member:
 F=First M=Middle
 L=Last or O=Org
 Exact Name:
 Exclude Alias:
 Reference No.: 050854-0009/
 Sex Code:

Printed On: September 04, 2018
 Customer Reference Number: 1

Transaction No.: 4192018-0900038-010

Client Name: Pahl, Darcy Dean

Created On: 1984/09/01 06:27
 Modified On: 2014/11/06 12:55

DOB: [REDACTED]
 Hair Colour: blond
 Height: 182 CM/6 FT IN
 Deceased: N

Gender: M
 Eye Colour: blue
 Weight: 113 KG/249 LB
 Returned Mail: N

Postal Address:
 Line 1: 112 Cranston Dr SE
 Line 2:
 City: Calgary
 Postal Code: T3M 1A8

Province: AB
 Country: Canada

Physical Address:
 Line 1:
 Line 2:
 City:
 Postal Code:

Province:
 Country:

Alias Of: MVID:
 Name:

Joint: NO

This is Exhibit "A" referred to
 in the Affidavit of

Darcy Tronnes
 Sworn before me this 19 day
 of September A.D. 2018

[Signature]
 A Commissioner of Courts in and for
 the Province of AB

*** END OF REPORT ***

TYLER J. BOND
 Barrister & Solicitor

Disclaimer

While Service Alberta is committed to taking all reasonable steps necessary to accurately extract data from the relevant databases, it does not guarantee the accuracy or completeness of information input into the databases. Service Alberta, its employees and agents shall not be liable for any losses or damages of whatever nature that may be suffered by any person or organization as a result of any inaccuracy, incompleteness or other deficiency which may exist regarding the information provided regardless of how that inaccuracy, incompleteness or other deficiency arose.

REG0408 (2014/02)

EQUIFAX

1 877 227-8800

Consumer Report

09/04/2018

File Requested by: DDORR**Identification**

Name: PAHL, DARCY
 Current Address: 112, CRANSTON, CALGARY, AB
 Reference: 50854 9

Subject: File Requested, Identification, Employment, Summary, Public, Trades.**Identification (Subject)**

Unique Number: 2433576564 File Number: 00-0008094-00-278
 Date File Opened: 1982/06/24 Date of Last Activity: 2016/10/17
 DOB/Age: [REDACTED] SIN:

Name: PAHL, DARCY, DEAN
 Current Address: 112, CRANSTON DR SE, CALGARY, AB, T3M 1A8
 Since, R/O/B: 2014/09
 Reported: STS Reported
 Former Address: 725, 12 AVE SW #208, CALGARY, AB, T2R 0H9
 Since, R/O/B: 2014/04
 Reported: Tape Reported
 2nd Former Address: 747, QUEENSLAND DR SE, CALGARY, AB, T2J 4S8
 Since, R/O/B: 2011/08
 Reported: STS Reported

Phone Number	Ext	Type	First Reported	Last Received
(403) 617-1117			2010/09/22	2018/08/15
(403) 861-4265			2010/09/11	2015/07/31

Employment (Subject)**Employment Information:**

Current Employer: IC COMMERCE
 Since, Left, Position, Salary: ,, BUSINESS SERVICE PROFESSI,
 Former Employer: GLENMORE CHRISTIAN ACADEMY
 Since, Left, Position, Salary: ,, ADMINISTRATOR,
 Second Former Employer: INTERTRADE AND COMME

This is Exhibit " B " referred to
 in the Affidavit of

Darcy Thomas
 Sworn before me this 19 day
 of September A.D., 20 18

A Commissioner of the Province of

TYLER J. BOND
 Barrister & Solicitor

Summary (Subject)

Pub/Other	Trade Oldest-Newest	Total	High Credit	Rating for R/O/I/M/C/L
1	1997/04/01 - 2018/08/01	3	13752 - 35624	2-One, 1-Nine

Public Records/Other Information (Subject)**Collection:**

Rptd	Type	Amt	DLA	Bal	Reason	Ledger Number
CCL FINANCIAL INC						
2017/10	Unpaid	16576	2013/08	16691		1321216
Acct/Creditor:		PCR BANK OF MONTREAL				

Trade Information (Subject)

Bus ID/Mbr#: ROGERS COMMUNICATION (877) 764-3772 ,650UT00016

DtRptd	DtOpnd	DtLastAct	2/3/4+	TR	RT	CredLmt	HighCred
Balance	PmtAmt	PastDueAmt	WrtnOffAmt	ActPmtAmt	DtClosed	DtFrstDelq	
2018/08/23	1997/05/29	2018/07/17	000-000-000	071	01		
131		0000000000					

Member#/Id: RW
Association Code: Individual

Previous Reportings: 34 **Portfolio** O **Payment** Monthly
Type: **Frequency:** Payments

|||||*|||||

Bus ID/Mbr#: CANADIAN TIRE BANK (800) 459-6415 ,481ON01463

DtRptd	DtOpnd	DtLastAct	2/3/4+	TR	RT	CredLmt	HighCred
Balance	PmtAmt	PastDueAmt	WrtnOffAmt	ActPmtAmt	DtClosed	DtFrstDelq	
2018/08/14	2005/06/29	2018/08/08	000-000-000	072	R1	18000	13752
11480	207	0000000000		500			

Prev Member#/Id: 05446
Association Code: Individual

Previous Reportings: 35 **Portfolio** R **Payment** Monthly
Type: **Frequency:** Payments

|||||*|||||

Bus ID/Mbr#: BANK OF MONTREAL M C (800) 263-2263 ,650ON00051

DtRptd	DtOpnd	DtLastAct	2/3/4+	TR	RT	CredLmt	HighCred
Balance	PmtAmt	PastDueAmt	WrtnOffAmt	ActPmtAmt	DtClosed	DtFrstDelq	
2017/11/13	1997/04/04	2013/01/09	000-000-000	021	R9	0000000000	35624
0000000000		0000000000			2013/08/09	2013/01/16	

Prev Member#/Id: MCMK
Association Code: Individual
Comments: Written-Off
 Closed at consumer's request

Previous Reportings: 0 **Portfolio** R **Payment** Monthly
Type: **Frequency:** Payments

Credit Utilization: 83% **HighCred:** 13752 **Balance:** 11480

End Of Report

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL
WEALTH ENLIGHTENED FACTORING STRATEGY and CRYSTAL
WEALTH ENLIGHTENED HEDGE FUND, by their Court-Appointed
Receiver and Manager, GRANT THORNTON LIMITED
Plaintiffs

-and-

ROBERT MALJAARS, DARCY PAHL, MARION
DENHOLLANDER and JEFFREY MALJAARS

Defendants

Court File No. CV-18-604459

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ATTEMPTED SERVICE

AIRD & BERLIS LLP

Barrister and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff – LSUC No. 31871V

Email: sgraff@airdberlis.com

Mark J. van Zandervoort – LSUC No. 59120U

Email: mvanzandervoort@airdberlis.com

Shakaira John – LSUC No. 72263D

Email: sjohn@airdberlis.com

Tel: 416-863-1500

Fax: 416-863-1515

Lawyers for the Plaintiffs

Tab 8

COURT FILE NUMBER CV-18-604459-0001

Clerk's Stamp

COURT SUPREME COURT OF JUSTICE

JUDICIAL CENTRE ONTARIO

PLAINTIFFS CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY and CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, by their court-appointed receiver and manager, GRANT THORNTON LIMITED

DEFENDANTS ROBERT MALJAARS, DARCY PAHL, MARION DENHOLLANDER and JEFFREY MALJAARS

DOCUMENT AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP
Barristers and Solicitors
1600, 520 - 3rd Avenue SW
Calgary, Alberta T2P 0R3
Phone: 604.608.4597/403.693.4347
Fax: 403.508.4349
Attention: William E. J. Skelly/Catrina J. Webster
File: 050854-0009

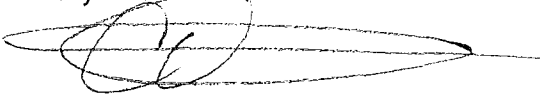
AFFIDAVIT OF GEMMA DEE
Sworn on October 3, 2018

I, Gemma Dee, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

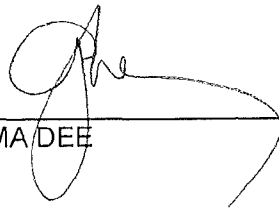
1. I am a Paralegal employed by MLT Aikins LLP ("**MLT Aikins**"), counsel for the Plaintiff, Grant Thornton Limited, and, as such, I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information, in which case I believe that information to be true.
2. On September 4, 2018, MLT Aikins requested a demographic search (the "**Maljaars Demographic Search**") of the Defendant, Robert Maljaars. The Demographic Search identified 222014 Township Road 9-4 P.O. Box 1129 Coalhurst, Alberta T0L 0V0 as the postal address for Robert Maljaars (the "**Maljaars Demographic Search Address**") last modified on February 29, 2016. Attached hereto and marked as **Exhibit "A"** is a copy of the Maljaars Demographic Search.

3. On September 4, 2018, MLT Aikins requested a credit bureau search (the "**Maljaars Credit Bureau Search**") of the Defendant, Robert Maljaars. The Maljaars Credit Bureau Search identified P.O. Box 242 Stn. M, Calgary, Alberta, T2P 2H9 (the "**Maljaars Credit Bureau Address**") as the current address for Robert Maljaars as of October 2014. Attached hereto and marked as **Exhibit "B"** is a copy of the Maljaars Credit Bureau Search.
4. On September 4, 2018, MLT Aikins requested a demographic search (the "**Pahl Demographic Search**") of the Defendant, Darcy Pahl. The Pahl Demographic Search identified 112 Cranston Drive SE Calgary, Alberta T3M 1A8 as the postal address for Darcy Pahl (the "**Pahl Demographic Search Address**") last modified on November 2014. Attached hereto and marked as **Exhibit "C"** is a copy of the Pahl Demographic Search.
5. On September 4, 2018, MLT Aikins requested a credit bureau search (the "**Pahl Credit Bureau Search**") of the Defendant, Darcy Pahl. The Credit Bureau Search identified 112 Cranston Drive SE Calgary, Alberta T3M 1A8 as the current address for Darcy Pahl as of September 2014 which is the same as the Pahl Demographic Search Address. Attached hereto and marked as **Exhibit "D"** is a copy of the Pahl Credit Bureau Search.
6. On September 13, 2018, MLT Aikins conducted a Google search and a 411 search on Robert Maljaars and Darcy Pahl and was unable to locate their whereabouts and believe that service will or is likely to be effected by delivering a copy of the within Statement of Claim, together with a copy of the Order for Substitutional Service, in a sealed envelope marked to their attention via regular mail to: (1) the Maljaars Demographic Search Address; (2) the Maljaars Credit Bureau Address; and (3) the Pahl Demographic Search Address.

SWORN BEFORE ME at Calgary, Alberta,
this 3rd day of October 2018.


A Notary Public in and for the Province of
Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR


GEMMA DEE

THIS IS **EXHIBIT "A"** TO THE
AFFIDAVIT OF GEMMA DEE
SWORN BEFORE ME AT Calgary, Alberta,
this 3rd day of October, 2018.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a horizontal stroke.

A Notary Public in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR



00408000002027878

Search Report

DEMOGRAPHIC SEARCH

Search Parameters

MVID	:	Plate No.	:
Operator No.	:	VIN	:
Last Name/Org Name	:	maljaars	
First Name	:	robert	
Middle Name	:		
Postal:		Search ALL First Names:	
City:		Joint Member:	
Prov:		F=First M=Middle	
DOB: 1967/03/26		L=Last or O=Org	
Range - Age	- or DOB	Exclude Alias:	Sex Code:
		Reference No.: 050854-0009/	

Printed On: September 04, 2018
Customer Reference Number: 1

Transaction No.: 4192018-0900035-016

Client Name: Maljaars, Robert Jacob

Created On: 2011/01/04 15:51
Modified On: 2016/02/29 16:38

DOB:	1967/03/26	Gender:	M
Hair Colour:	brown	Eye Colour:	blue
Height:	193 CM/6 FT 4 IN	Weight:	98 KG/216 LB
Deceased:	N	Returned Mail:	N

Postal Address:

Line 1:	222014 Township Road 9-4	Province:	AB
Line 2:	PO Box 1129	Country:	Canada
City:	Coalhurst		
Postal Code:	T0L 0V0		

Physical Address:

Line 1:		Province:	
Line 2:		Country:	
City:			
Postal Code:			

Alias Of: MVID:
Name:

Joint: YES

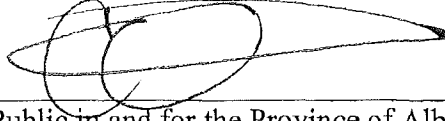
*** END OF REPORT ***

Disclaimer

While Service Alberta is committed to taking all reasonable steps necessary to accurately extract data from the relevant databases, it does not guarantee the accuracy or completeness of information input into the databases. Service Alberta, its employees and agents shall not be liable for any losses or damages of whatever nature that may be suffered by any person or organization as a result of any inaccuracy, incompleteness or other deficiency which may exist regarding the information provided regardless of how that inaccuracy, incompleteness or other deficiency arose.

REG0408 (2014/02)

THIS IS **EXHIBIT "B"** TO THE
AFFIDAVIT OF GEMMA DEE
SWORN BEFORE ME AT Calgary, Alberta,
this 3rd day of October, 2018.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a long horizontal stroke.

A Notary Public in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

EQUIFAX

1 877 227-8800

Consumer Report

09/04/2018

File Requested by: DDORR

Identification

Name: MALJAARS, ROBERT
Current Address: PO BOX, 1129, COALHURST, AB
Reference: 50854 9

Subject: File Requested, Identification, Inquiries, Employment, Summary, Public, Trades.**Identification (Subject)**

Unique Number: 0033521683 File Number: 00-0008094-07-266
Date File Opened: 1986/03/31 Date of Last Activity: 2017/04/14
DOB/Age: 1967/03/26 SIN:

Name: MALJAARS, ROBERT, J
Current Address: , PO BOX 242 STN M, CALGARY, AB, T2P 2H9
Since, R/O/B: 2014/10
Reported: Tape Reported
Former Address: 1129, PO BOX 1129, COALHURST, AB, T0L 0V0
Since, R/O/B: 2011/05
Reported: Tape Reported
2nd Former Address: 242, BOX MAIN ACRES E, CALGARY, AB, T2P 2H9
Since, R/O/B: 2013/12
Reported: Tape Reported

Also Known As: MALJAARF, ROBERT, , XX

Phone Number	Ext	Type	First Reported	Last Received
(403) 345-3343			2018/06/06	2018/06/06
(403) 317-5756		Residential/Home	2014/04/09	2018/08/23
(604) 316-5414			2014/03/22	2015/10/22

Inquiries (Subject)**Member Inquiries:**

Date	Member No	Member Name	Telephone
2017/04/14		CAPONE BANK	(800) 481-3239
2016/06/30		FIRST DATA POSNET	(905) 602-3545

Total number of inquiries: 2

Employment (Subject)**Employment Information:**

Summary (Subject)

Public Records/Other Information (Subject)

Judgement:

Trade Information (Subject)

Bus ID/Mbr#:	TD CREDIT CARDS (800) 983-8472, 6500N00044						
DtRptd	DtOpnd	DtLastAct	2/3/4+	TR	RT	CredLmt	HighCred
Balance	PmtAmt	PastDueAmt	WrtgOffAmt	ActPmtAmt	DtClosed	DtFrstDelq	
2018/08/17	2008/03/26	2018/08/10	008-004-007	072	R1	5500	5786
3637	008	00000000000		172			

Association Code: Individual
 Comments: Closed by Credit Grantor

Previous Reportings: 35 Portfolio R Payment Monthly
 Type: Frequency: Payments
 |||||12212212|||||

Bus ID/Mbr#: CANADIAN TIRE BANK (800) 459-6415, 481ON01463
 DtRptd DtOpnd DtLastAct 2/3/4+ TR RT CredLmt HighCred
 Balance PmtAmt PastDueAmt WrtnOffAmt ActPmtAmt DtClosed DtFrstDelq
 2018/08/16 2013/11/16 2018/08/08 000-000-000 057 R1 8000 8610
 7897 163 0000000000 3500
 Association Code: Individual

Previous Reportings: 35 Portfolio R Payment Monthly
 Type: Frequency: Payments
 |||||

Bus ID/Mbr#: CAPITAL ONE BANK (800) 728-3277, 650ON40987
 DtRptd DtOpnd DtLastAct 2/3/4+ TR RT CredLmt HighCred
 Balance PmtAmt PastDueAmt WrtnOffAmt ActPmtAmt DtClosed DtFrstDelq
 2018/08/11 2017/04/15 2018/07/20 000-000-000 016 R1 300 357
 342 13 0000000000 50
 Association Code: Individual

Previous 15 Portfolio Type: R Payment Monthly
 Reportings: Frequency: Payments
 |||||

Bus ID/Mbr#: CANADIAN TIRE BANK (800) 459-6415, 481ON01463
 DtRptd DtOpnd DtLastAct 2/3/4+ TR RT CredLmt HighCred
 Balance PmtAmt PastDueAmt WrtnOffAmt ActPmtAmt DtClosed DtFrstDelq
 2018/08/06 2013/02/25 2018/07/31 000-000-000 066 R1 7000 7214
 6889 88 0000000000 4950
 Association Code: Individual

Previous Reportings: 35 Portfolio R Payment Monthly
 Type: Frequency: Payments
 |||||

Bus ID/Mbr#: BELL MOBILITY (800) 361-2613, 650UT00032
 DtRptd DtOpnd DtLastAct 2/3/4+ TR RT CredLmt HighCred
 Balance PmtAmt PastDueAmt WrtnOffAmt ActPmtAmt DtClosed DtFrstDelq
 2018/07/23 2015/04/20 2018/07/20 001-000-000 040 O1 1546
 412 125
 Association Code: Individual

Previous Reportings: 35 Portfolio O Payment Monthly
 Type: Frequency: Payments
 |||||121|||||

Bus ID/Mbr#: HSBC PREM (866) 406-4722, 650ON42299
 DtRptd DtOpnd DtLastAct 2/3/4+ TR RT CredLmt HighCred
 Balance PmtAmt PastDueAmt WrtnOffAmt ActPmtAmt DtClosed DtFrstDelq
 2018/06/01 2005/05/27 2018/04/20 000-000-000 015 R9 0000000000 10398
 9315 1318 10398 1083 2013/03/01
 Association Code: Individual
 Comments: Written-Off

Previous Reportings: 0 Portfolio R Payment Monthly
Type: Frequency: Payments

Bus ID/Mbr#: CANADIAN TIRE BANK (800) 459-6415, 4810N01463
DtRptd DtOpnd DtLastAct 2/3/4+ TR RT CredLmt HighCred
Balance PmtAmt PastDueAmt WrtnOffAmt ActPmtAmt DtClosed DtFrstDelq
2016/06/15 2014/03/22 2016/05/05 000-000-000 027 R1 5000 5469
0000000000 0000000000 2016/05/10
Association Code: Individual
Comments: Account Paid

Previous Reportings: 26 Portfolio R Payment Monthly
Type: Frequency: Payments

|||||

Bus ID/Mbr#: VIRGIN MOBILE (866) 612-8483, 650UT00081
DtRptd DtOpnd DtLastAct 2/3/4+ TR RT CredLmt HighCred
Balance PmtAmt PastDueAmt WrtnOffAmt ActPmtAmt DtClosed DtFrstDelq
2015/08/14 2014/11/13 2015/08/14 000-000-000 006 09 439
0000000000 0000000000 77 77 2015/06/14
Association Code: Individual
Comments: Closed at consumer's request
Account Paid

Previous 5 Portfolio Type: O Payment Monthly
Reportings: Frequency: Payments
21111

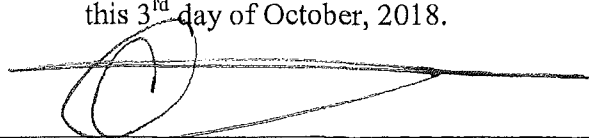
Bus ID/Mbr#: HSBC BK CAN TR 10660 (604) 795-9181, 614BB00511
DtRptd DtOpnd DtLastAct 2/3/4+ TR RT CredLmt HighCred
Balance PmtAmt PastDueAmt WrtnOffAmt ActPmtAmt DtClosed DtFrstDelq
2013/09/30 2012/07/16 2013/03/25 000-000-000 014 19 0000000000
0000000000 485 2013/03/25

Previous 12 Portfolio Type: I Payment Monthly
Reportings: Frequency: Payments
99955121111

Credit Utilization: 88% HighCred: 17727 Balance: 15540

End Of Report

THIS IS **EXHIBIT "C"** TO THE
AFFIDAVIT OF GEMMA DEE
SWORN BEFORE ME AT Calgary, Alberta,
this 3rd day of October, 2018.



A Notary Public in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR



00408200002027901

Search Report

DEMOGRAPHIC SEARCH

Search Parameters

MVID	:	Plate No.	:
Operator No.	:	VIN	:
Last Name/Org Name	:	Search ALL First Names:	
First Name	:	Joint Member:	
Middle Name	:	F=First M=Middle	
Postal:	:	L=Last or O=Org	
City:	:	Exact Name:	
Prov:	:	Exclude Alias:	
DOB:	1962/06/18	Sex Code:	
Range - Age	- or DOB	Reference No.: 050854-0009/	

Printed On: September 04, 2018
Customer Reference Number: 1

Transaction No.: 4192018-0900038-010

Client Name: Pahl, Darcy Dean

Created On: 1984/09/01 06:27
Modified On: 2014/11/06 12:55

DOB: 1962/06/18
Hair Colour: blond
Height: 182 CM/6 FT IN
Deceased: N

Gender: M
Eye Colour: blue
Weight: 113 KG/249 LB
Returned Mail: N

Postal Address:
Line 1: 112 Cranston Dr SE
Line 2:
City: Calgary
Postal Code: T3M 1A8

Province: AB
Country: Canada

Physical Address:
Line 1:
Line 2:
City:
Postal Code:

Province:
Country:

Alias Of: MVID:
Name:

Joint: NO

*** END OF REPORT ***

Disclaimer

While Service Alberta is committed to taking all reasonable steps necessary to accurately extract data from the relevant databases, it does not guarantee the accuracy or completeness of information input into the databases. Service Alberta, its employees and agents shall not be liable for any losses or damages of whatever nature that may be suffered by any person or organization as a result of any inaccuracy, incompleteness or other deficiency which may exist regarding the information provided regardless of how that inaccuracy, incompleteness or other deficiency arose.

REQ0408 (2014/02)

THIS IS **EXHIBIT "D"** TO THE
AFFIDAVIT OF GEMMA DEE
SWORN BEFORE ME AT Calgary, Alberta,
this 3rd day of October, 2018.

A handwritten signature in black ink, appearing to read 'Catrina Webster', written over a horizontal line.

A Notary Public in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

EQUIFAX

1 877 227-8800

Consumer Report

09/04/2018

File Requested by: DDORR

Identification

Name: PAHL, DARCY
 Current Address: 112, CRANSTON, CALGARY, AB
 Reference: 50854 9

Subject: File Requested, Identification, Employment, Summary, Public, Trades.**Identification (Subject)**

Unique Number: 2433576564 File Number: 00-0008094-00-278
 Date File Opened: 1982/06/24 Date of Last Activity: 2016/10/17
 DOB/Age: 1962/06/18 SIN:

Name: PAHL, DARCY, DEAN
 Current Address: 112, CRANSTON DR SE, CALGARY, AB, T3M 1A8
 Since, R/O/B: 2014/09
 Reported: STS Reported
 Former Address: 725, 12 AVE SW #208, CALGARY, AB, T2R 0H9
 Since, R/O/B: 2014/04
 Reported: Tape Reported
 2nd Former Address: 747, QUEENSLAND DR SE, CALGARY, AB, T2J 4S8
 Since, R/O/B: 2011/08
 Reported: STS Reported

Phone Number	Ext	Type	First Reported	Last Received
(403) 617-1117			2010/09/22	2018/08/15
(403) 861-4265			2010/09/11	2015/07/31

Employment (Subject)**Employment Information:**

Current Employer: IC COMMERCE
 Since, Left, Position, Salary: , , BUSINESS SERVICE PROFESSI,
 Former Employer: GLENMORE CHRISTIAN ACADEMY
 Since, Left, Position, Salary: , , ADMINISTRATOR,
 Second Former Employer: INTERTRADE AND COMME

Summary (Subject)

Pub/Other	Trade Oldest-Newest	Total	High Credit	Rating for R/O/I/M/C/L
1	1997/04/01 - 2018/08/01	3	13752 - 35624	2-One, 1-Nine

Public Records/Other Information (Subject)Collection:

Rptd	Type	Amt	DLA	Bal	Reason	Ledger Number
CCL FINANCIAL INC						
2017/10	Unpaid	16576	2013/08	16691		1321216
Acct/Creditor:		PCR BANK OF MONTREAL				

Trade Information (Subject)

Bus ID/Mbr#: ROGERS COMMUNICATION (877) 764-3772,650UT00016

DtRptd	DtOpnd	DtLastAct	2/3/4+	TR	RT	CredLmt	HighCred
Balance	PmtAmt	PastDueAmt	WrtnOffAmt	ActPmtAmt	DtClosed	DtFrstDelq	
2018/08/23	1997/05/29	2018/07/17	000-000-000	071	01		
131		0000000000					

Member#/Id: RW
Association Code: Individual

Previous Reportings: 34 Portfolio O Payment Monthly
Type: Frequency: Payments
|||||*|||||

Bus ID/Mbr#: CANADIAN TIRE BANK (800) 459-6415,481ON01463

DtRptd	DtOpnd	DtLastAct	2/3/4+	TR	RT	CredLmt	HighCred
Balance	PmtAmt	PastDueAmt	WrtnOffAmt	ActPmtAmt	DtClosed	DtFrstDelq	
2018/08/14	2005/06/29	2018/08/08	000-000-000	072	R1	18000	13752
11480	207	0000000000		500			

Prev Member#/Id: 05446
Association Code: Individual

Previous Reportings: 35 Portfolio R Payment Monthly
Type: Frequency: Payments
|||||

Bus ID/Mbr#: BANK OF MONTREAL M C (800) 263-2263,650ON00051

DtRptd	DtOpnd	DtLastAct	2/3/4+	TR	RT	CredLmt	HighCred
Balance	PmtAmt	PastDueAmt	WrtnOffAmt	ActPmtAmt	DtClosed	DtFrstDelq	
2017/11/13	1997/04/04	2013/01/09	000-000-000	021	R9	0000000000	35624
0000000000		0000000000			2013/08/09	2013/01/16	

Prev Member#/Id: MCMK
Association Code: Individual
Comments: Written-Off
Closed at consumer's request

Previous Reportings: 0 Portfolio R Payment Monthly
Type: Frequency: Payments

Credit Utilization: 83% HighCred: 13752 Balance: 11480

End Of Report

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CRYSTAL
WEALTH ENLIGHTENED FACTORING STRATEGY and CRYSTAL
WEALTH ENLIGHTENED HEDGE FUND, by their Court-Appointed
Receiver and Manager, GRANT THORNTON LIMITED
Plaintiffs

and

ROBERT MALJAARS, DARCY PAHL, MARION DENHOLLANDER and
JEFFREY MALJAARS

Defendants

Court File No. CV-18-604459-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD
(Returnable November 15, 2018)**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff – LSO No. 31871V
Email: sgraff@airdberlis.com

Mark J. van Zandvoort – LSO No. 59120U
Email: mvanzandvoort@airdberlis.com

Shakaira John – LSO No. 72263D
Email: sjohn@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiffs