

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

BETWEEN:

UDAYAN PANDYA

Plaintiff

-and-

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS, SIMPSON & ASSOCIATES  
AND CAMEO INVESTMENTS

Defendants

In the Matter of the *Class Proceedings Act, 1992*

**MOTION RECORD  
(Returnable December 23, 2005)**

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**ONTARIO  
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BETWEEN:

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**NOTICE OF MOTION**

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**TAB 1**

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

**BETWEEN:**

**UDAYAN PANDYA**

**Plaintiff**

**-and-**

**COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS, SIMPSON & ASSOCIATES,  
COURTNEY WALLIS SIMPSON c.o.b. as YORK MANAGEMENT GROUP  
AND CAMEO INVESTMENTS**

**Defendants**

*In the matter of the Class Proceedings Act, 1992*

**NOTICE OF MOTION**

The plaintiff and the court appointed Receiver will make a motion on December 23, 2005 at 10:00 a.m. to a judge presiding over the Commercial List at 393 University Avenue in Toronto or as soon after that time as a motion can be heard.

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

**THE MOTION IS FOR:**

1. An order approving the conduct of the Receiver as described in the Second Report of the Receiver dated December 20, 2005;

2. An order, the Second Amended and Restated Initial Order, in the form of the draft order attached hereto as **Schedule "A"**, which order shall provide, among other things:

- (a) that time for service of the Notice of Motion and the Motion Record be abridged to the date and time of actual service and that such service is valid service of the materials filed in support of this motion;
- (b) that all mortgages held by Ajay Pahwa on Simpson's property may be challenged, that any action purported to be taken upon such mortgages may be opposed, that no proceeds from any sale shall be paid to Ajay Pahwa pursuant to any such mortgages and that any such funds that Ajay Pahwa claims are to be held in the Receiver's bank account pending further order of the court;
- (c) that the Statutory Declaration form may be posted on website and distributed to potential claimants; and
- (d) that the reasonable living allowance for Courtney Wallis Simpson as proposed by the Receiver is approved.

**THE GROUNDS FOR THE MOTION ARE:**

3. The defendant, Simpson, is a member of the Real Estate Council of Ontario ("RECO"), a broker under the *Real Estate and Business Brokers Act* and is the principal broker and controlling mind of the defendant, York Region Realty Inc. ("York Realty") and also of the defendant entities known as Wallis Simpson & Associates ("Simpson & Associates") and York Management Group ("York Management").

4. This proceeding has been commenced as a class action against the defendants for fraud, misrepresentation and breach of fiduciary duty with respect to a large number of victims or class members.

5. By Order of the Honourable Mr. Justice Ground dated November 17, 2005 (the "Initial Order"), Michael J. Quilling (the "Receiver") was appointed receiver, pursuant to section 101 of the *Courts of Justice Act* and rule 41.02 of the *Rules of Civil Procedure*, over the assets of Courtney Wallis Simpson ("Simpson") and York Region Realty Inc. ("York Realty").

6. By Order of the Honourable Mr. Justice Farley dated December 15, 2005 (the "Amended and Restated Order"), the Receiver was given authority to proceed with his investigation and his authority was extended to York Management Group, an entity formerly used by Simpson in her fraudulent schemes.

7. The purpose of this motion is to provide the Court with a status update with respect to the Receiver's activities since the date of the Amended and Restated Order, the progress of the receivership generally, and to provide a factual basis upon which the Court may provide direction or grant certain relief recommended by the Receiver.

#### **The Receiver's Activities**

8. Since the date of the First Amended and Restated Initial Order, the Receiver has:

- (a) Served the First Amended and Restated Initial Order on all banks to which Simpson, York Realty and York Management (collectively "the Defendants") had a relationship and has requested York Management Group's bank records. These banks are listed in Schedule "C" of the Initial Order;
- (b) Met with Courtney Wallis Simpson for further investigation;
- (c) Opened an interest bearing bank account;

- (d) Communicated with John Walley of Sutton Group – Town & Country Realty Ltd.;
  - (e) Obtained the code for the key box to the Lake Kawagama property from Simpson and retained a real estate agent to undertake a fair market value assessment of the property and list it for sale;
  - (f) Met with Brian Pendergast, Manager of Investigations at RECO to discuss the matter;
  - (g) Contacted Adam Cox in order to compel his attendance at an examination pursuant to the Initial Order;
  - (h) Reviewed all documents registered on the title of the Defendants' properties in favour of Ajay Pahwa;
  - (i) Alerted the Ontario Securities Commission of the matter;
  - (j) Prepared the Statutory Declaration to be utilized as a claim form for the victims of the fraud;
  - (k) Posted orders, reports and other relevant information to the Receiver's website;
  - (l) Received and responded to numerous inquiries from victims of the fraud and provided information to victims regarding the status of the claim.
9. The Receiver requests the approval of the court in respect of all steps taken to date.

10. The Receiver recommends approval of the court to take the steps outlined in the order attached hereto as Schedule "A".
11. Section 101 of the *Courts of Justice Act*.
12. Rules 2, 3, 16.04, and 16.05 of the *Rules of Civil Procedure*.

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

1. Motion Record (returnable November 17, 2005);
2. Motion Record (returnable December 15, 2005);
3. The Second Report of the Receiver dated December 22, 2005;
4. The Affidavit of Courtney Wallis Simpson (sworn December 22, 2005); and
5. Such other material as counsel may advise and this Honourable Court may permit.

DATE: December 22, 2005

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**Udayan Pandya**  
Plaintiff

v.

**Courtney Wallis Simpson et al.**  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act*, 1992

Proceeding commenced at Toronto

**MOTION RECORD**  
(Returnable December 23, 2005)

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**TAB A**

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

THE HONOURABLE ) THURSDAY, THE 23<sup>rd</sup> DAY OF  
 )  
JUSTICE ) DECEMBER, 2005

**BETWEEN:**

UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS SIMPSON & ASSOCIATES,  
COURTNEY WALLIS SIMPSON c.o.b. as YORK MANAGEMENT GROUP  
AND CAMEO INVESTMENTS

Defendants

*In the Matter of the Class Proceedings Act, 1992*

**SECOND AMENDED AND RESTATED INITIAL ORDER**

**THIS MOTION** made by the plaintiff for an order appointing a receiver of Courtney Wallis Simpson ("Simpson") personally and for York Region Realty Inc. ("York Reality") pursuant to s. 101 of the *Courts of Justice Act* with investigatory and preservation powers was heard by the court this day at 393 University Avenue, Toronto.

**UPON READING** the First Report of the Receiver dated December 13, 2005 and on hearing the submissions of counsel for the Receiver,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and dispenses with further service thereof.
2. **THIS COURT ORDERS** that Michael J. Quilling be appointed a receiver (the "Receiver") over the assets of Simpson, Courtney Wallis Simpson c.o.b. as York Management Group and York Realty (the "Defendants") pursuant to s. 101 of the *Courts of Justice Act* with the powers and duties hereinafter set out.
3. **THIS COURT ORDERS** that the defendants be given leave on three days notice to the plaintiff and the Receiver to bring any motion they might see fit to vary this order.
4. **THIS COURT ORDERS** that Bennett Jones LLP be appointed as counsel to the Receiver, that the Receiver shall, in its discretion be entitled to share information received by it with the plaintiff but that the information obtained under this order shall not, without further direction and order, of this Court, be used in any criminal proceedings.
5. **THIS COURT ORDERS** that the Receiver shall have the power to engage consultants, agents, employees, experts, auditors, accountants, managers, solicitors and counsel and such other assistants from time to time and on whatever basis, including on a temporary basis, as it may consider an the business of any of the defendants or generally exercising the powers and duties conferred by this Order.
6. **THIS COURT ORDERS** that the Receiver may apply to this Court for advice and directions relating to the proper exercise of its powers hereunder, or for any variations to this Order.

#### **Preservation of Assets**

7. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized for and on behalf of and in the name of any of the Defendants to take possession and control of all of the present and future assets, undertaking and property of the Defendants and any funds, proceeds or other assets directly or indirectly related to the funds allegedly raised by the Defendants as alleged in the statement of claim (the "Property") and any and all proceeds, receipts and

disbursements arising out of or from the Property, until further order of this Court, and to act at once in respect of the Property. Without in any way limiting the generality of the foregoing and in furtherance thereof, the Receiver is hereby expressly empowered and authorized on the Receiver's behalf, but not obligated:

- (a) to take such steps as in the opinion of the Receiver are necessary or appropriate 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, provided that the Receiver shall not evict or dispossess any occupant of any residential dwelling without further order of this Court made on notice to such occupant;
- (b) to take such steps as in the opinion of the Receiver are necessary or appropriate to maintain control over all receipts and disbursements arising out of or from the Property;
- (c) to receive and collect all monies, debts, claims, choses in action and accounts now owed or hereafter owing to any of the Defendants in respect of the Property and to exercise all remedies of any of the Defendants in collecting all such monies, including, without limitation, to enforce any security held by any of the defendants and to receive and recover all funds, monies, cash, cash equivalents, negotiable securities, accounts and any other assets on deposits to banks, brokerages and other financial or other institutions;
- (d) to join in and execute, assign, issue and endorse such transfers, conveyances, contracts, leases, deeds, bills of sale, cheques, bills of lading or exchange, or other documents of whatever nature in respect of any of the Property, in the name and on behalf of any of the Defendants, which are necessary, desirable or convenient in, the opinion of the Receiver for any purpose pursuant to this Order;

- (e) to initiate, prosecute and continue the prosecution of any and all proceedings as may in its judgment be necessary or desirable to properly protect or realize upon the Property and to defend all proceedings now pending or hereafter instituted against any of the Defendants or the Receiver, the prosecution of or defence of which will, in the judgment of the Receiver, be necessary to properly protect or realize on the Property or to protect the administration by the Receiver of the affairs of any of the defendants and the Property, and to settle or compromise any such proceedings which in the judgment of the Receiver should be settled;
- (f) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided that any such sale or disposition of Property shall, if the Defendants do not consent to the same, be subject to the Court's approval;
- (g) to report to, meet with and discuss with such creditors of the Defendants and their advisors, including the Mortgage Fraud Scheme victims who are class members in court file no. 05-CL-6178, as the Receiver deems appropriate including holding town hall or other meetings on all matters relating to the Property and receivership; and
- (h) to register this order in any public registry against title to any of the Property. Without limiting the generality of the foregoing this court orders that this order be registered against the real property and other assets described at Schedules "B" and "C" hereto.

8. **THIS COURT ORDERS** that no person having notice of this order shall interfere with, obstruct or in any way hinder the Receiver in the fulfillment or pursuit of its duties hereunder and that all such persons are under an obligation to deliver up to the Receiver any Property or other thing to which the Receiver is entitled to under this order. In the event that any person contests that any asset, document or thing is Property under this order or is document or record properly producible to the Receiver then that person shall first deliver up the asset in question to the Receiver or to such third party as the Receiver in its discretion may agree for safekeeping and

the person contesting the Receiver's right may thereafter, if so advised, bring an application to this Court for directions.

9. **THIS COURT ORDERS** that the Receiver may receive information from persons as to the details of their deposit of trust funds investments with Simpson and the other Defendant but that the Receiver shall not be under any obligation to call for claims, validate claims or make recommendations with respect the disbursement of funds to investors without further order of this Court.

10. **THIS COURT ORDERS** that no demands, actions, motions, steps, registrations, perfections, administrative proceedings, self-help remedies, or any other acts, proceedings or private remedies whatsoever in respect of the Property, including without limitation, the enforcement of security, liens or collection of any debt or liability, the exercise of any debt or liability, the exercise of any landlord's right to distrain or terminate any lease, the acceleration, amendment or termination of any contract, including any contract of insurance, the exercise of any right of set-off or combination of accounts, the exercise of any construction, mechanics' repair, storage or other lien, or the commencement or continuation of any proceedings under any Environmental Laws (as hereinafter defined) in any jurisdiction in which the Property may be located, shall be taken against the Receiver, with respect to the Property or any part thereof, without the prior written consent of the Receiver or leave of this Court first being obtained upon not less than seven days' notice to the Receiver.

11. **THIS COURT ORDERS** that the Defendants and anyone having knowledge of this order be and they are hereby restrained, pending consent of all parties or further order of this Court:

- (a) from removing from Ontario or in any way disposing, dealing with or diminishing the value of any of the Defendants' property, whether real or personal, present or future, held in Ontario or elsewhere, whether held in the Defendants' names or not, pending the final determination of this action or further order of this Court;
- (b) from withdrawing or causing or permitting the withdrawal of or transferring of funds or issuing of cheques or other instruments from any of the defendants' bank

accounts or investment accounts of any nature whatsoever, whether held individually or jointly with any other person, pending the final determination of this action or further order of this Honourable Court, provided that the defendants shall have leave to seek variation of this order in order to permit the withdrawal of a reasonable amount as ordinary living expenses provided that if any such order is sought the Defendants must have fully complied with this order in all respects including the provision to the Receiver of the information required to be provided to the Receiver.

### **Documents and Investigations**

12. **THIS COURT ORDERS** that the Receiver shall forthwith be entitled to take possession of and examine the Defendants' books and records and make such inquiries as it deems prudent and necessary of the Defendants' bankers, accountants, auditors, advisors, managers, experts, solicitors, agents, officers, employees and others in order to determine the financial status of the Defendants, and shall conduct a review and, if necessary, a detailed examination of the financial records of the Defendants.

13. **THIS COURT ORDERS** that the Receiver shall report to this Court at such times and in such fashion as this Court may direct.

14. **THIS COURT ORDERS** that the Defendants and their accountants, auditors, advisors, agents, managers, experts, solicitors, agents, officers and employees, including, without limitation, any accountants, bankers or financial, legal, advisors and the persons set out in Schedule "A", (the "Affected Persons") shall forthwith provide to the Receiver all of the books and records relating to the Defendants' financial history and dealings, including, without limitation, all ledgers, bank statements and records, cheques, financial statements, receipts, vouchers, deposit slips, contracts, agreements, accounting records, computer records (including but not limited to tapes and/or discs) or other documents or records of any kind or nature, howsoever stored or maintained, relating to the Defendants (the "Documents"). Provision of the Documents to the Receiver shall not breach any confidentiality or other non-disclosure obligations the Affected Persons might otherwise have to the Defendants and it shall be deemed that the Defendants shall have consented to the release of the Documents. The Receiver shall



allow the Defendants and their advisors reasonable access to and the ability to make copies of any and all such books and records in the possession of the Receiver. The defendants shall allow the Receiver to make, retain and take away copies of any or all of the Documents and shall forthwith grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto promptly at the request of the Receiver.

15. **THIS COURT ORDERS** that if any of the Documents is stored or otherwise contained on a computer or other electronic system of information storage, the Defendants and all Affected Persons shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to obtain a full copy of the Documents, whether by way of printing same onto paper or making copies of computer discs or such other manner of retrieving and copying same as the Receiver in its discretion deems expedient. For the purposes of this paragraph, the defendants and the Affected Persons shall provide the Receiver with all such assistance in gaining access to the Documents as the Receiver may in its discretion require, including, without limiting the generality of the foregoing, forthwith providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, passwords or other codes as may be required to gain access to the Documents.

16. **THIS COURT ORDERS** that Internet service providers or persons, corporations or individuals who provide e-mail, World Wide Web, file transfer protocol or other Internet connection services to the defendants and/or its present and former directors, officers, employees and agents to access the Internet or World Wide Web e-mail or other similar services, deliver to the Receiver, documents, server files, archive files or any other information in any form in any way recording messages, emails or other information sent or received by the Defendants and/or its present and former directors, officers, employees and agents in the course of their association and in conducting their duties related to the operations and affairs of the defendants.

17. **THIS COURT ORDERS** that the Receiver shall have ongoing access to the Defendants' current and future bank account statements and other financial records, copies of which shall be provided to the Receiver as and when demanded by the Receiver. The Defendants and the third parties shall co-operate and consent to the distribution of such records to the Receiver.

18. **THIS COURT ORDERS** that the Receiver is empowered to demand production from third parties (including but not limited to the Defendants' advisors, banks, financial institutions and the persons set out in Schedule "A") of documents relating to:

- (a) the Defendants' financial affairs;
- (b) the deposit of funds received in connection with the sale of commercial real estate;
- (c) the identities of the persons who have provided deposit funds to Simpson and the other defendants;
- (d) the bank accounts or other financial records referable to the accounts into which such funds were deposited including documents referable to any withdrawal, transfer or dissipation of funds in such accounts; and
- (e) commissions, fees, expenses or other amounts paid to any persons in connection with the sale of such securities and any agreements, arrangements or any other communication with respect to the payment of such amounts;
- (f) and further directs that all such third parties (including all Affected Persons) shall co-operate fully with the Receiver, subject to claims of legal privilege.

19. **THIS COURT ORDERS** that the Receiver is empowered to compel the attendance, on two clear days written notice by letter from the Receiver or its counsel, of persons believed by the Receiver to have knowledge of the Defendants' affairs for the purpose of being examined under oath by the Receiver or by such person as to whom the Receiver has or may delegate this power. In particular, and without limiting the general nature of the power conveyed by this paragraph, the Receiver is empowered for the purposes of performing its duties hereunder to examine under oath the persons named in Schedule "A" to this order and any persons who may have received transfers of assets or funds from the defendants, provided that nothing herein shall apply, without further order of this Court, to compel any person who has been actually charged with a criminal offence to so testify and that any persons who so testify shall have the right to invoke the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and*

*Freedoms*. If the persons to be examined have a personal residence or regular place of business within 60 kilometres of an office of Bennett Jones LLP (Toronto, Edmonton or Calgary) such examination shall take place at such office failing which it shall take place at any place where an examination of discovery may take place under the *Rules of Civil Procedure* in the province where the examination is conducted.

20. **THIS COURT ORDERS** that Simpson shall provide to the Receiver within 7 days of service of this order an affidavit under oath specifying her knowledge on the following matters:

- (a) specifics of all corporations, partnerships, or other entities in which she has a direct or indirect interest with particulars of the nature of such interest;
- (b) specifics of all bank, brokerage or other accounts, wherever situate, in her name, the name of York Region Realty Inc., the name of any of the entities in (a) hereof or over which she has any signing authority or any other direct or indirect control;
- (c) specifics of all bank, brokerage or other accounts, where funds were deposited, all accounts to which such funds may have been transferred and the present whereabouts of such funds;
- (d) whether any assets were purchased or acquired in whole or in part with such funds and, if so, the particulars of such assets and their present location with particulars of the assets involved name of the person or entity who holds title to such assets, the date of acquisition, acquisition cost and a current estimate of value; and
- (e) specifics of any disposition of assets (including transfer of funds) in excess of \$10,000 in the last 2 years and that this affidavit shall be deemed to have been provided by compulsion of law and its further use in any other court proceeding be subject to the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedom*.

21. **THIS COURT ORDERS** that the Receiver is authorised to enter upon the business premises of the persons set out in Schedule "A" (collectively the "Premises") and to examine

anything and take away any documents or record found at the premises that the Receiver is authorised hereunder to require to be produced to it.

22. **THIS COURT ORDERS** that the Receiver shall have full power to investigate any gift, transfer, conveyance, settlement or any other disposition (a "Conveyance") of any interest in any assets, funds or any other property by the defendants to third parties (the "Conveyed Property") and to compel the production of information from any person with respect to such Conveyed Property and the circumstances surrounding the Conveyance as if such Conveyed Property was Property under this order and that the Receiver shall be at liberty to apply to the Court for any appropriate order relating to the preservation of any such Conveyed Property.

#### **Other**

23. **THIS COURT ORDERS** that no proceedings shall be brought against the Receiver in any Court or other tribunal unless leave of this Honourable Court is first obtained on motion on at least seven days notice to the Receiver and the parties.

#### **No Proceedings Against the Debtor or the Property**

24. **THIS COURT ORDERS** that no proceeding against or in respect of the Defendants 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 Defendants or the Property are hereby stayed and suspended pending further Order of this Court.

#### **No Exercise of Rights or Remedies**

25. **THIS COURT ORDERS** that all rights and remedies against the Defendants, 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 nothing in this paragraph shall (i) empower the Receiver or the Defendants to carry on any business which the Defendants are not lawfully entitled to carry on, (ii) exempt the Receiver or the Defendants 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.

26. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the fulfilment of its duties in carrying out the provisions of this order, save and except for any gross negligence or wilful misconduct on its part.

27. **THIS COURT ORDERS** that all the costs of this receivership including without limitation the Receiver's fees and disbursements (including the amounts which the Receiver is obliged to pay others) and the fees and disbursements incurred by Bennett Jones LLP in carrying out its duties herein shall be a first charge on any assets recovered in the receivership herein, subject to approval of the quantum of costs by the Court. The Receiver shall have the right to apply to the Court for approval and payment of its fees and disbursements on an interim basis provided that 15 days notice shall be given to the defendants of any such application. The Receiver shall also have the power, if so advised, to move to have the receivership terminated and to be discharged as Receiver.

28. **THIS COURT ORDERS** that the plaintiff's costs of this motion shall be allowed in the same manner as the Receiver's fees and disbursements and shall be paid out by the Receiver as a second charge on any assets recovered in the receivership.

29. **THIS COURT ORDERS** that the Receiver be granted leave to apply to the Court for approval to borrow and to provide whatever security as may be appropriate, if so advised.

30. **THIS COURT ORDERS** that, except as otherwise specified herein, the Receiver is at liberty to serve any notice, form or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to the defendants or other appropriate parties at their respective addresses or other contact particulars as last indicated in the records of the defendants and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.

31. **THIS COURT ORDERS** that the Receiver may serve any court materials in these proceedings (including, without limitation, application records, motion records, facta and orders) on all represented parties electronically, by e-mailing a PDF or other electronic copy of such materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list, and posting a copy of the materials to an internet website to be hosted by Quilling Selander Cummiskey Lownds (the "Website") as soon as practicable thereafter, provided that the Receiver shall deliver hard copies of such materials to any party requesting same as soon as practicable thereafter.

32. **THIS COURT ORDERS** that any party in these proceedings may serve any court materials (including, without limitation, application records, motion records, facta and orders) electronically, by emailing a PDF or other electronic copy of all materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list; provided that such party shall deliver both PDF or other electronic copies and hard copies of full materials to counsel to the Receiver and to any other party requesting same and the Receiver shall cause a copy to be posted on the Website, all as soon as practicable thereafter.

33. **THIS COURT ORDERS** that the Receiver be permitted to (i) enter into a new listing agreement with John Walley of Sutton Group in Stouffville, (ii) sell Simpson and York Realty's real property assets and contents, and (iii) make it a condition of the new listing agreement that all sales are subject to court approval and to hold all proceeds from the sales in an interest bearing account;

34. **THIS COURT ORDERS** that the Receiver, if so advised, be permitted to bring a lawsuit as against Lia Hurst and seek a certificate of pending litigation in order to regain possession of the properties alleged to be rightfully owned by Simpson and if successful, to sell those properties, the proceeds of which will be deposited into an interest bearing account;

35. **THIS COURT ORDERS** that the Receiver deal directly with the Real Estate Council of Ontario on behalf of all of the victims for the benefit of the estate who have submitted claims;

36. **THIS COURT ORDERS** that the Receiver or Receiver's counsel may examine Adam Cox and compel production of documents relevant to the real estate deposit scheme;

37. **THIS COURT ORDERS** that the mortgages held by Ajay Pahwa as described in Schedule "D" to this report (the "Pahwa Mortgages") may be challenged, that any and all action purported to be taken upon the Pahwa Mortgages may be opposed and that no proceeds from any sale shall be paid to Ajay Pahwa pursuant to the Pahwa Mortgages. The Pahwa Mortgages shall be discharged in furtherance of any court approved sale of Simpson's properties and the Land Registrar for the registry office where each property is located shall be directed to discharge the mortgages. The amounts claimed by Pahwa pursuant to the Pahwa Mortgages are to be held in the Receiver's bank account pending further order of the court.

38. **THIS COURT ORDERS** that a bank account be opened in Toronto at a bank selected by the Receiver in Courtney Wallis Simpson's name, which account may accept deposits from Simpson but from which funds can be accessed only by the Receiver through Bennett Jones LLP;

39. **THIS COURT ORDERS** that the reasonable living allowance for Courtney Wallis Simpson as proposed by the Receiver and filed with the court is approved;

40. **THIS COURT ORDERS** that all proceedings as against Simpson, York Realty, Wallis Simpson & Associates and York Management Group be stayed and that any and all consents to judgment endorsed by Simpson in her personal capacity or as director of York Realty or York Management Group, be deemed ineffective;

41. **THIS COURT ORDERS** that the posting of information on the Receiver's website be approved;

42. **THIS COURT ORDERS** that the claim form as filed with the court be approved;

43. **THIS COURT ORDERS** that the Statutory Declaration form may be posted on website and distributed to potential claimants;

44. **THIS COURT ORDERS** that, unless otherwise provided herein or by this Court, no document, order or other material need be served on any person in respect of these proceedings unless such person has served a Notice of Appearance on the solicitors for the Receiver and has filed such notice with this Court.

45. **THIS COURT ORDERS** that neither the making of this order nor anything in this order shall deem the Receiver to be an owner of any of the Property for any purpose and that neither the making of this order nor anything in this order shall vest in the Receiver the care, ownership, control, charge, occupation, possession or management or require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any legislation enacted for the protection or preservation of the environment including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Emergency Plans Act 1963* (Ontario), the *Ontario Water Resources Act*, the *Occupational Health and Safety Act* (Ontario) or the regulations hereunder, or any federal or provincial legislation, or rule of law or equity in any jurisdiction affecting the environment, the transportation of goods, or hazardous waste (collectively, "Environmental Laws"). The Receiver shall not be deemed as a result of this order to be in control, charge, occupation, possession or management of any of the Property within the meaning of any Environmental Laws.

46. **THIS COURT SEEKS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory, or administrative body in any province of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada and any court or any judicial, regulatory or administrative body of any other nations and states and the provinces, states or other subdivisions of such nations and states to act in aid of and to be complementary to this Court in carrying out the terms of this order.

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## Schedule "A"

1. Wayne Simpson  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3
2. York Management Group  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7G9
3. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
4. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
5. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
6. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
7. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
8. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
9. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
10. HSBC  
Richmond Hill
11. Laurentian Bank  
Newmarket, Ontario

**Schedule "B"**

1. 587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

Legal Description:

PCL 19-1 SEC 65 M2296: LT 19 PL 65R2296: Whitchurch-Stouffville

2. PIN 03715-0004  
Whitechurch, Ontario

Legal Description:

PT LT 30 PL 54 Stouffville; PT LT 31 PL 54 Stouffville; PT LT 40 PL 54 Stouffville; PT LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T R221467, R221469

3. 1038 Kawagama Lake Road  
Dorset, Ontario

Legal Description:

Con 13 PT LOT 1 RP19R3154, Parts 1, 6, 7  
Dorset, Algonquin Highlands Township

4. PIN 03710-0193/0194  
Stouffville, Ontario

Legal Description:

PT LTS 49 & 50  
PL 70 Stouffville PT 2 65R256J4 Whitchurch-Stouffville

**Schedule "C"**

1. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
2. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
3. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
4. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
5. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
6. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
7. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
8. HSBC  
Richmond Hill
9. Laurentian Bank  
Newmarket, Ontario

Schedule "D"Mortgages Held By Mr. Ajay Pahwa1. \$210,000 mortgage registered on February 10, 2005 on:

PIN 03715-0004, PT LT 30 PL 54 Stouffville; PT LT 31 PL 54 Stouffville; PT LT 40 PL 54 Stouffville; PT LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T/ R221467, R221469 (the 6072 Main Street Property);

2. \$220,000 mortgage registered on March 9, 2005 on:

PIN 03710-0193/0194, PT LTS 49 & 50, PL 70 Stouffville PT 2 65R256J4 (the Stouffer Street Property); and

3. \$220,000 mortgage registered on March 8, 2005 and a Notice of Agreement Amending the Charge registered on June 28, 2005 increasing the principal amount to \$440,000:

1038 Kawagama Lake Road, Dorset, ON, Con 13, PT LT 1 RP19R3154, Parts 1, 6, 7 (the Kawagama Property)

**Udayan Pandya**  
Plaintiff

v.

**Courtney Wallis Simpson et al.**  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act, 1992*

Proceeding commenced at Toronto

**SECOND AMENDED AND**  
**RESTATED INITIAL ORDER**

**BENNETT JONES LLP**  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, Ontario  
M5X 1A4

Lincoln Caylor / M. Joanne MacMillan  
Tel: (416) 777-6121 / 4629  
Fax: (416) 863-1716  
LSUC Reg. No. 37030L/43529J

Solicitors for the plaintiff

**TAB 2**

Court File No. 05-CL-6159

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

BETWEEN:

UDAYAN PANDYA

Plaintiff

-and-

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS, SIMPSON & ASSOCIATES,  
COURTNEY WALLIS SIMPSON c.o.b. as YORK MANAGEMENT GROUP  
AND CAMEO INVESTMENTS

Defendants

In the Matter of the *Class Proceedings Act, 1992*

**SECOND REPORT OF THE RECEIVER  
(Dated December 22, 2005)**

**Background**

1. By Order of the Honourable Mr. Justice Ground dated November 17, 2005 (the "Initial Order"), Michael J. Quilling (the "Receiver") was appointed receiver, pursuant to section 101 of the *Courts of Justice Act* and rule 41.02 of the *Rules of Civil Procedure*, over the assets of Courtney Wallis Simpson ("Simpson") and York Region Realty Inc. ("York Realty"). A copy of the Initial Order is attached hereto and marked as **Exhibit "A"**.

2. By order of the Honourable Mr. Justice Farley dated December 15, 2005 (the "Procedural Order"), the Receiver's authority was extended over the assets of Courtney Wallis Simpson c.o.b. as York Management Group ("York Management"), the action as against Cameo Investments was dismissed, and subject to the confirmation by the appointed judge in the class proceedings, the action commenced as court file number 05-CL-6178 (the "Mortgage Fraud Scheme Class Action") is to be tried together or immediately after this class action. A copy of the Procedural Order is attached hereto and marked as **Exhibit "B"**.

3. Also by order of the Honourable Mr. Justice Farley dated December 15, 2005 (the "First Amended and Restated Initial Order"), all proceedings, rights and remedies in respect of the remaining defendants, the Receiver or the remaining defendants' property were stayed. Further, it was ordered that the Receiver may enter into a new real estate listing agreement, that the Receiver deal directly with the Real Estate Council of Ontario ("RECO") on behalf of the class members who have submitted claims, that Adam Cox be examined and that an interest bearing bank account be opened to receive deposits. A copy of the First Amended and Restated Initial Order is attached hereto and marked as **Exhibit "C"**.

4. The purpose of this Second Report of the Receiver (the "Second Report") is to provide the Court with a status update with respect to the Receiver's activities since December 15, 2005, the progress of the receivership generally and to provide a factual basis upon which the Court may provide direction and grant certain relief recommended by the Receiver.



### The Receiver's Activities

5. Since the First Amended and Restated Initial Order, issued on December 15, 2005, the Receiver has:

- (a) Served the First Amended and Restated Initial Order on all banks to which Simpson, York Realty and York Management (collectively "the Defendants") had a relationship and requested York Management Group's bank records. These banks are listed in Schedule "C" of the Initial Order;
- (b) Met with Courtney Wallis Simpson for further investigation;
- (c) Opened an interest bearing bank account;
- (d) Communicated, through counsel, with John Walley of Sutton Group – Town & Country Realty Ltd. regarding the listing agreement and the sale of real property;
- (e) Obtained the code for the key box to the Lake Kawagama property from Simpson and retained a real estate agent to undertake a fair market value assessment of the property and list it for sale;
- (f) Met with Brian Pendergast, Manager of Investigations at RECO to discuss the matter;
- (g) Contacted Adam Cox in order to compel his attendance at an examination pursuant to the Initial Order;
- (h) Reviewed all documents registered on the title of the Defendants' properties in favour of Ajay Pahwa;

- (i) Alerted the Ontario Securities Commission of the matter;
- (j) Prepared the Statutory Declaration to be utilized as a claim form for the victims of the fraud;
- (k) Posted orders, reports and other relevant information to the Receiver's website;
- (l) Received and responded to numerous inquiries from victims of the fraud and provided information to victims regarding the status of the claim.

**(a) Securing Financial Accounts**

6. The Receiver has taken steps to secure the Defendants' known bank accounts. The banks are listed in Schedule "C" to the Initial Order.

7. On December 20, 2005, the Receivers' counsel served the First Amended and Restated Order and the Procedural Order on all banks listed in Schedule "C" to the Initial Order and requested information pertaining to York Management Group. A list of all banks on which the First Amended and Restated Initial Order and the Procedural has been served is attached as **Exhibit "D"** to this report.

8. The Receiver's counsel has continued to follow up with bank representatives to ensure that accounts have been frozen and to collect all relevant account statements and transit numbers.

9. The Receiver continues to review the financial accounts and account statements with a view to identifying any other accounts of relevance.

(b) **Bank Account**

10. On December 16, 2005, an interest bearing bank account was opened at Royal Bank of Canada, 20 King Street West, Toronto, Ontario. The account is under the name Bennett Jones LLP, in Trust.

11. This account has been established as a depository for the proceeds from the sale of any of Simpson's assets and any funds that Simpson may be receiving. Simpson has informed the Receiver and counsel that she is still working.

12. On December 18, 2005, counsel for the Receiver emailed Simpson requesting that she provide the Receiver with cheques from any recent commissions. To date the Receiver has not received any.

(i) ***Living Expenses***

13. By email dated December 14, 2005, Simpson requested that a bank account opened in her name for general living expenses such as rent and food. Attached hereto and marked as **Exhibit "E"** is a copy of the email from Simpson.

14. On December 20, 2005, the Receiver and counsel met with Simpson at the offices of Bennett Jones LLP and Simpson reiterated her request stating that she literally had no money and no food in her house.

15. Simpson stated that her family has no other source of income.

16. At the meeting on December 20, Simpson presented the Receiver with a cheque for commissions in the amount \$5,430.25. She requested a portion of this amount for living expenses.

17. The Receiver took a photocopy of the cheque and permitted Simpson to take the cheque and cash it. She was directed to keep half of it for her living expenses and return the remainder to Bennett Jones LLP on December 22, 2005. Attached hereto and marked as **Exhibit "F"** is a copy of the cheque.

18. The Receiver recommends that a living allowance be established for Simpson subject to the approval of the Court.

19. Upon further investigation of Simpson's rent, grocery costs, and telephone bills and other expenses, the Receiver will report to the court his recommended living allowance.

(c) **Real Property**

(i) *Properties Owned by Simpson*

20. Mr. John Walley ("Walley") of Sutton Group – Town & Country Realty Ltd. in Stouffville has listed all of Simpson's properties with the exception of the property located at 9 Kawagama Lake Road (the "Kawagama Property"). Attached at **Exhibit "G"** to this report are the listings for the property located at 6072 Main Street (the "6072 Main Street Property"), the property located at 587 Cam Fella Boulevard (the "587 Cam Fella Property"), and the vacant lot located at Lot 14, Stouffer Street (the "Stouffer Street Property").

21. On December 20, 2005 Walley informed the Receiver and counsel that he had received an offer for the 6072 Main Street property for \$600,000.

22. On the afternoon of December 20, 2005, counsel was informed by Walley that Simpson had signed back the offer at \$650,000. Counsel reminded Walley that Simpson did not have control over her assets or the authority to deal with them, therefore she had no authority to sign back the offer. Walley was reminded that he was to deal with counsel or the Receiver only. In addition to the phone conversation, counsel sent a letter on December 21, 2005. Attached hereto and marked as **Exhibit "H"** is a copy of the letter sent to Walley.

(ii) *Kawagama Property*

23. The Receiver has retained a real estate agent to appraise and list the Kawagama property for sale. Simpson informed the Receiver at the examination on November 29, 2005 that the cottage has a key box on the door.

24. Simpson provided the Receiver with the code for the key box on December 20, 2005.

25. The Receiver recommends that the real estate agent attend at the Kawagama Property and undertake a fair market value assessment of the property. The Receiver is considering whether to list the property for sale now or to wait until Spring so as to avoid any diminution in value over the winter season.

26. Upon receipt of the agent's fair market assessment of the property, the Receiver will report to the court.

(iii) *Properties Not Owned by Simpson*

27. Simpson maintains that she is the rightful owner of two additional properties (6451 and 6817 Main Street, Stouffville) to which she does not currently have title.

28. On November 29, 2005, under oath, Simpson discussed the circumstances surrounding the conveyance of the 6451 and 6817 Main Street, Stouffville properties. She advised that in 2003 she used Lia Hurst ("Hurst") as a nominee to hide the properties by transferring title into Hurst's name. Simpson now advises that Hurst refuses to transfer the properties back.

29. The Receiver conducted a title search of 6451 and 6817 Main Street, Stouffville. The searches indicate that Simpson does not have title. Both properties name Lia Hurst as the exclusive owner. Attached at **Exhibit "I"** to this report are the title searches for 6451 and 6817 Main Street, Stouffville.

30. Walley of Sutton Group estimates the value of the properties to be between \$250,000 and \$275,000 each. There are mortgages registered on each of the properties in the amounts of \$220,697 and \$224,620.

31. The Receiver continues to investigate to determine if there is sufficient equity in these properties to merit a lawsuit. If, in consultation with counsel, he determines such a lawsuit is warranted he will sue Lia Hurst and seek a certificate of pending litigation in order to regain possession of these properties.

(d) **Real Estate Council of Ontario ("RECO")**

32. By order of Justice Farley dated December 15, 2005, the Receiver was granted the authority to deal directly with RECO on behalf of all of the victims who have submitted claims.

33. Based on the evidence available to date, it is estimated that eighteen victims of the Real Estate Deposit Scheme have made claims to RECO.

34. The Receiver understands, based on the information from certain class members, that RECO will likely take the position that Simpson's actions constitute one "occurrence" and that therefore no more than \$500,000 will be available to all claimants under RECO's Consumer Deposit Insurance coverage with respect to the Defendants.

35. In an effort to determine RECO's position in response to the claims, the Receiver and counsel attended at the offices of RECO located at 3250 Bloor Street West, Toronto, on December 20, 2005 and met with Brian Pendergast ("Pendergast"), the Manager Of Investigations.

36. The Receiver and counsel provided Pendergast with copies of the First Report of the Receiver, the First Amended and Restated Order and the Procedural Order.

37. Counsel advised Pendergast that the First Amended and Restated Order granted the Receiver the authority to deal directly with RECO on behalf of all of the within class of victims.

38. The Receiver informed Pendergast of a number of documents and information that were required to be produced by RECO. This list was then sent, on Pendergast's suggestion, by letter to Elizabeth Silcox ("Silcox"), counsel for RECO. Attached hereto and marked as **Exhibit "J"** is a copy of the letter sent to Silcox.

(e) **Adam Cox**

39. During the Receiver's examination of Simpson on November 29, 2005, Simpson told the Receiver that Adam Cox ("Cox") was an independent contractor whom she formerly employed.

40. Simpson told the Receiver that:

- (a) Cox was involved in the real estate deposit scheme from the outset and that he was likely in possession of a number of the Agreements of Purchase and Sale and receipts from the deposits;
- (b) that she contacted Cox requesting that he give all documents in his possession to the York Regional Police but that he has not done so; and
- (c) that Cox works for ReMax All Stars in Stouffville.

41. Pursuant to the First Amended and Restated Order, counsel served a Notice of Examination on Cox and are in the process of obtaining his sworn evidence.

42. By fax dated December 16, 2005, counsel informed Cox that he was required to attend for an examination on December 20, 2005. Attached hereto and marked as **Exhibit "K"** is a copy of the letter sent to Cox.



43. In response to the fax dated December 16, 2005, Cox responded by fax stating that he would be "absent" from December 17, 2005 until December 31, 2005. Attached hereto and marked as **Exhibit "L"** is a copy of the response from Cox.

44. On December 19, 2005, counsel left two voice messages for Cox and sent him a letter informing him that he is required by court order to attend at the examination and requesting that he inform us of his reason for being unavailable. Attached hereto and marked as **Exhibit "M"** is a copy of the letter to Cox and the Notice of Examination.

45. No examination has taken place yet.

**(f) Ajay Pahwa Mortgages**

46. The Receiver obtained copies of all of the mortgages in favour of Ajay Pahwa ("Pahwa") registered on title to the Defendants' properties.

47. On December 20, 2005, Simpson advised the Receiver that Pahwa was an "investor" in the mortgage investment scheme and that he secured his "investments" by way of promissory notes. Pahwa set the terms for his "investments" at \$10,000 per \$100,000 per week.

48. Simpson advised that Pahwa advanced approximately \$400,000 pursuant to promissory notes. Pahwa demanded outrageous interest on the loans.

49. Simpson told the Receiver that she needed the "investment" funds from Pahwa in order to pay certain of her "investors" back.

50. The *Criminal Code*, R.S. 1985, c. C-46 ("*Criminal Code*") regulates borrowing costs by establishing illegal interest rates. Section 347 of the *Criminal Code* makes it an offence to:

- (a) enter into an agreement or arrangement to receive interest at a criminal rate, or
- (b) actually receive payment or partial payment of interest at a criminal rate.

51. A "criminal rate" is defined as an effective annual rate of interest that exceeds 60% on the credit advanced under the agreement or arrangement. For the purposes of the *Criminal Code*, interest includes fees, charges and expenses whether in the form of a fine, penalty, commission or other similar charge or expense. Attached hereto and marked as **Exhibit "N"** is a copy of section 347 of the *Criminal Code*.

52. Based on the evidence available to date, it is the Receiver's opinion that Pahwa charged rates of interest which are contrary to section 347 of the *Criminal Code*. Pursuant to the promissory note attached hereto as Exhibit "O", Simpson advised that Pahwa charged 10%-20% of \$100,000 per week. Pursuant to the promissory note, Pahwa demanded 10% per day compounded in the event of non-payment. He further demanded payment of an "additional late fee" of \$1,000.00 per day for every day that payment was not received. Attached hereto and marked as **Exhibit "O"** is an unsigned copy of the promissory note.

53. Simpson stated that she was paying Pahwa \$50,000 per week every week for approximately six months. This amounts to \$1,200,000. This information has not yet been confirmed through bank records.

54. In furtherance of the loans advanced, Pahwa obtained mortgages against three of the properties owned by Simpson in the amount of \$870,000. Specifically, Pahwa registered the following mortgages:

- (a) \$210,000 mortgage registered on February 10, 2005 on:

PIN 03715-0004, PT LT 30 PL 54 Stouffville; PT LT 31 PL 54 Stouffville; PT LT 40 PL 54 Stouffville; PT LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T/ R221467, R221469 (the 6072 Main Street Property);

- (b) \$220,000 mortgage registered on March 9, 2005 on:

PIN 03710-0193/0194, PT LTS 49 & 50, PL 70 Stouffville PT 2 65R256J4 (the Stouffer Street Property); and

- (c) \$220,000 mortgage registered on March 8, 2005 and a Notice of Agreement Amending the Charge registered on June 28, 2005 increasing the principal amount to \$440,000:

1038 Kawagama Lake Road, Dorset, ON, Con 13, PT LT 1 RP19R3154, Parts 1, 6, 7 (the Kawagama Property)

Attached hereto and marked as **Exhibit "P"** are copies of title documents and instruments showing the mortgages registered in favour of Pahwa.

55. The underlying debt provided as consideration for the mortgages is not identified on the mortgage documents. Simpson stated that she did not put the promissory notes on title because she did not have time. Nevertheless, she assured the Receiver that the amount on title by virtue of the mortgages is related to the promissory notes. There is no independent confirmation of this.

56. Simpson advised the Receiver during her examination that she has repaid the principal on the mortgages. She estimated having paid Pahwa in excess of \$800,000 but stated that he

continues to demand further payments. It appears that Pahwa has charged Simpson interest on the interest on the interest.

57. Pahwa's counsel, Richard Parker of Beard Winter LLP, served Simpson with a Notice of Sale Under Mortgage in respect of the 6072 Main Street property on November 10, 2005. The Notice stated that default had been made in payment of the money due under the charge and the promissory note and that unless the sum of \$210,000 is paid on or before December 22, 2005, the property would be sold. Attached hereto and marked as **Exhibit "Q"** to this report is a copy of the Notice of Sale Under Mortgage.

58. By letter dated December 1, 2005, the Receiver's counsel wrote to Pahwa's counsel and advised that the terms of the Initial Order precluded such foreclosure proceedings and noted that the Receiver would be seeking the direction of the court regarding the disposition of Simpson's assets. Attached hereto and marked as **Exhibit "R"** to this report is a copy of the letter sent to Pahwa's counsel.

59. On December 15, 2005, at the appearance before Justice Farley, counsel for Pahwa requested that the issue of Pahwa's mortgages be adjourned to a later date as he had not yet had time to investigate the matter. Justice Farley adjourned the matter to December 23, 2005.

60. It is the Receiver's opinion that the mortgages in favour of Pahwa on Simpson's properties are connected to the promissory notes.

61. The Receiver has investigated this matter and recommends that the validity of the mortgages be challenged, that any action purported to be taken upon such mortgages may be opposed, that no proceeds from any sale shall be paid to Ajay Pahwa pursuant to any such mortgages and that any such funds that Ajay Pahwa claims are to be held in the Receiver's bank account pending further order of the court.

**(g) Ontario Securities Commission**

62. On December 19, 2005, counsel provided the OSC Manager, Inquiries & Contact Centre with copies of the Motion Record (returnable November 17, 2005) and the Motion Record (returnable December 15, 2005). Attached hereto and marked as **Exhibit "S"** is a copy of the letter sent to the OSC absent the enclosures.

63. The Inquiries Office has informed counsel for the Receiver that it will examine the materials and be in contact if further information is required.

**(h) Cameo Investments**

64. The Procedural Order dismissed the claim as against Cameo Investments without costs.

65. By letter dated December 15, 2005, counsel for the Receiver informed counsel for Cameo Investments that the matter had been dismissed as against Cameo Investments without costs. Attached hereto and marked as **Exhibit "T"** is a copy of the letter sent to counsel for Cameo Investments.

(i) **Public Communications**

66. The Receiver has an established website, [www.secreceiver.com](http://www.secreceiver.com), where he regularly posts information regarding cases which he handles so as to provide a readily accessible information source.

67. The Receiver has posted all relevant court filings and reports in this matter.

(i) ***Proposed Claim Form***

68. At the attendance before Justice Farley on December 15, 2005, counsel for the Receiver presented the Court with a proposed Statutory Declaration form, which is to be distributed to anyone who believes they have a claim against the Receivership Estate. Attached hereto and marked as **Exhibit "U"** is a revised copy of the Statutory Declaration.

**Receiver's Requests and Recommendations**

69. The Receiver requests the approval of the court in respect of all steps taken to date.

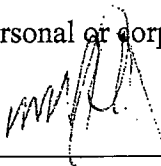
70. The Receiver recommends approval of the court to take the following steps:

- (a) challenge all mortgages held by Ajay Pahwa, oppose any action purported to be taken upon such mortgages, refuse payment of proceeds from any sale to Ajay Pahwa pursuant to any such mortgages and hold such funds that Ajay Pahwa claims in the Receiver's bank account pending further order of the court;
- (b) approve the Statutory Declaration form and its posting on website; and

- (c) approve the reasonable living allowance as proposed by the Receiver.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED BY:**

Michael J. Quilling in his capacity as  
Court Appointed Receiver with no  
personal or corporate liability.



---

Michael J. Quilling

DMSTORLegal\056445\00001\376384v1

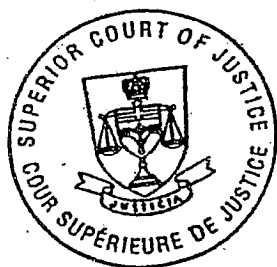
**TAB A**



Court File No. 05-CL-6159

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

THE HONOURABLE	)	THURSDAY, THE 17 <sup>TH</sup> DAY OF
	)	
MR. JUSTICE GROUND	)	NOVEMBER, 2005

**BETWEEN:**

UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS SIMPSON & ASSOCIATES  
AND CAMEO INVESTMENTS

Defendants

In the Matter of the *Class Proceedings Act, 1992*

**ORDER FOR AN APPOINTMENT OF AN INTERIM RECEIVER**

**THIS MOTION** made by the plaintiff for an order appointing a receiver of Courtney Wallis Simpson ("Simpson") personally and for York Region Realty Inc. ("York Reality") pursuant to s. 101 of the *Courts of Justice Act* with investigatory and preservation powers was heard by the court this day at 393 University Avenue, Toronto.

**UPON READING** the affidavits of Udayan Pandya and Richard Kwasniewicz and on hearing the submissions of counsel for the plaintiff, no one appearing for the defendants

despite short notice of this matter, and upon being advised that Ms. Simpson is aware of this proceeding and that the relief sought would likely be granted if she did not attend,

1. **THIS COURT ORDERS** that Michael J. Quilling be appointed a receiver (the "Receiver") over the assets of Simpson and York Realty pursuant to s. 101 of the *Courts of Justice Act* with the powers and duties hereinafter set out.

2. **THIS COURT ORDERS** that the defendants be given leave on three days notice to the plaintiff and the Receiver to bring any motion they might see fit to vary this order.

3. **THIS COURT ORDERS** that Bennett Jones LLP be appointed as counsel to the Receiver, that the Receiver shall, in its discretion be entitled to share information received by it with the plaintiff but that the information obtained under this order shall not, without further direction and order, of this Court, be used in any criminal proceedings.

4. **THIS COURT ORDERS** that the Receiver shall have the power to engage consultants, agents, employees, experts, auditors, accountants, managers, solicitors and counsel and such other assistants from time to time and on whatever basis, including on a temporary basis, as it may consider an the business of any of the defendants or generally exercising the powers and duties conferred by this Order.

5. **THIS COURT ORDERS** that the Receiver may apply to this Court for advice and directions relating to the proper exercise of its powers hereunder, or for any variations to this Order.

#### **Preservation of Assets**

6. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized for and on behalf of and in the name of any of the defendants to take possession and control of all of the present and future assets, undertaking and property of the defendants and any funds, proceeds or

other assets directly or indirectly related to the funds allegedly raised by the defendants as alleged in the statement of claim (the "Property") and any and all proceeds, receipts and disbursements arising out of or from the Property, until further order of this Court, and to act at once in respect of the Property. Without in any way limiting the generality of the foregoing and in furtherance thereof, the Receiver is hereby expressly empowered and authorized on the Receiver's behalf, but not obligated:

- (a) to take such steps as in the opinion of the Receiver are necessary or appropriate 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, provided that the Receiver shall not evict or dispossess any occupant of any residential dwelling without further order of this Court made on notice to such occupant;
- (b) to take such steps as in the opinion of the Receiver are necessary or appropriate to maintain control over all receipts and disbursements arising out of or from the Property;
- (c) to receive and collect all monies, debts, claims, choses in action and accounts now owed or hereafter owing to any of the defendants in respect of the Property and to exercise all remedies of any of the defendants in collecting all such monies, including, without limitation, to enforce any security held by any of the defendants and to receive and recover all funds, monies, cash, cash equivalents, negotiable securities, accounts and any other assets on deposits to banks, brokerages and other financial or other institutions;
- (d) to join in and execute, assign, issue and endorse such transfers, conveyances, contracts, leases, deeds, bills of sale, cheques, bills of lading or exchange, or other documents of whatever nature in respect of any of the Property, in the name and on behalf of any of the defendants, which are necessary, desirable or convenient in, the opinion of the Receiver for any purpose pursuant to this Order;

- (e) to initiate, prosecute and continue the prosecution of any and all proceedings as may in its judgment be necessary or desirable to properly protect or realize upon the Property and to defend all proceedings now pending or hereafter instituted against any of the defendants or the Receiver, the prosecution of or defence of which will, in the judgment of the Receiver, be necessary to properly protect or realize on the Property or to protect the administration by the Receiver of the affairs of any of the defendants and the Property, and to settle or compromise any such proceedings which in the judgment of the Receiver should be settled;
- (f) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided that any such sale or disposition of Property shall, if the defendants do not consent to the same, be subject to the Court's approval;
- (g) to report to, meet with and discuss with such creditors of the defendants and their advisors as the Receiver deems appropriate including holding town hall or other meetings on all matters relating to the Property and receivership; and
- (h) to register this order in any public registry against title to any of the Property. Without limiting the generality of the foregoing this court orders that this order be registered against the real property and other assets described at Schedules "B" and "C" hereto.

7. **THIS COURT ORDERS** that no person having notice of this order shall interfere with, obstruct or in any way hinder the Receiver in the fulfillment or pursuit of its duties hereunder and that all such persons are under an obligation to deliver up to the Receiver any Property or other thing to which the Receiver is entitled to under this order. In the event that any person contests that any asset, document or thing is Property under this order or is document or record properly producible to the Receiver then that person shall first deliver up the asset in question to the Receiver or to such third party as the Receiver in its discretion may agree for safekeeping and

the person contesting the Receiver's right may thereafter, if so advised, bring an application to this Court for directions.

8. **THIS COURT ORDERS** that the Receiver may receive information from persons as to the details of their deposit of trust funds investments with Simpson and the other defendant but that the Receiver shall not be under any obligation to call for claims, validate claims or make recommendations with respect the disbursement of funds to investors without further order of this Court.

9. **THIS COURT ORDERS** that no demands, actions, motions, steps, registrations, perfections, administrative proceedings, self-help remedies, or any other acts, proceedings or private remedies whatsoever in respect of the Property, including without limitation, the enforcement of security, liens or collection of any debt or liability, the exercise of any debt or liability, the exercise of any landlord's right to distrain or terminate any lease, the acceleration, amendment or termination of any contract, including any contract of insurance, the exercise of any right of set-off or combination of accounts, the exercise of any construction, mechanics' repair, storage or other lien, or the commencement or continuation of any proceedings under any Environmental Laws (as hereinafter defined) in any jurisdiction in which the Property may be located, shall be taken against the Receiver, with respect to the Property or any part thereof, without the prior written consent of the Receiver or leave of this Court first being obtained upon not less than seven days' notice to the Receiver.

10. **THIS COURT ORDERS** that the defendants and anyone having knowledge of this order be and they are hereby restrained, pending consent of all parties or further order of this Court:

- (a) from removing from Ontario or in any way disposing, dealing with or diminishing the value of any of the defendants' property, whether real or personal, present or future, held in Ontario or elsewhere, whether held in the defendants' names or not, pending the final determination of this action or further order of this Court;

- (b) from withdrawing or causing or permitting the withdrawal of or transferring of funds or issuing of cheques or other instruments from any of the defendants' bank accounts or investment accounts of any nature whatsoever, whether held individually or jointly with any other person, pending the final determination of this action or further order of this Honourable Court, provided that the defendants shall have leave to seek variation of this order in order to permit the withdrawal of a reasonable amount as ordinary living expenses provided that if any such order is sought the defendants must have fully complied with this order in all respects including the provision to the Receiver of the information required to be provided to the Receiver.

### **Documents and Investigations**

11. **THIS COURT ORDERS** that the Receiver shall forthwith be entitled to take possession of and examine the defendants' books and records and make such inquiries as it deems prudent and necessary of the defendants' bankers, accountants, auditors, advisors, managers, experts, solicitors, agents, officers, employees and others in order to determine the financial status of the defendants, and shall conduct a review and, if necessary, a detailed examination of the financial records of the defendants.

12. **THIS COURT ORDERS** that the Receiver shall report to this Court at such times and in such fashion as this Court may direct.

13. **THIS COURT ORDERS** that the defendants and their accountants, auditors, advisors, agents, managers, experts, solicitors, agents, officers and employees, including, without limitation, any accountants, bankers or financial, legal, advisors and the persons set out in Schedule "A", (the "Affected Persons") shall forthwith provide to the Receiver all of the books and records relating to the defendants' financial history and dealings, including, without limitation, all ledgers, bank statements and records, cheques, financial statements, receipts, vouchers, deposit slips, contracts, agreements, accounting records, computer records (including but not limited to tapes and/or discs) or other documents or records of any kind or nature,

howsoever stored or maintained, relating to the defendants (the "Documents"). Provision of the Documents to the Receiver shall not breach any confidentiality or other non-disclosure obligations the Affected Persons might otherwise have to the defendants and it shall be deemed that the defendants shall have consented to the release of the Documents. The Receiver shall allow the defendants and their advisors reasonable access to and the ability to make copies of any and all such books and records in the possession of the Receiver. The defendants shall allow the Receiver to make, retain and take away copies of any or all of the Documents and shall forthwith grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto promptly at the request of the Receiver.

14. **THIS COURT ORDERS** that if any of the Documents is stored or otherwise contained on a computer or other electronic system of information storage, the defendants and all Affected Persons shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to obtain a full copy of the Documents, whether by way of printing same onto paper or making copies of computer discs or such other manner of retrieving and copying same as the Receiver in its discretion deems expedient. For the purposes of this paragraph, the defendants and the Affected Persons shall provide the Receiver with all such assistance in gaining access to the Documents as the Receiver may in its discretion require, including, without limiting the generality of the foregoing, forthwith providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, passwords or other codes as may be required to gain access to the Documents.

15. **THIS COURT ORDERS** that Internet service providers or persons, corporations or individuals who provide e-mail, World Wide Web, file transfer protocol or other Internet connection services to the defendants and/or its present and former directors, officers, employees and agents to access the Internet or World Wide Web e-mail or other similar services, deliver to the Receiver, documents, server files, archive files or any other information in any form in any way recording messages, emails or other information sent or received by the defendants and/or its present and former directors, officers, employees and agents in the course of their association and in conducting their duties related to the operations and affairs of the defendants.

16. **THIS COURT ORDERS** that the Receiver shall have ongoing access to the defendants' current and future bank account statements and other financial records, copies of which shall be provided to the Receiver as and when demanded by the Receiver. The defendants and the third parties shall co-operate and consent to the distribution of such records to the Receiver.

17. **THIS COURT ORDERS** that the Receiver is empowered to demand production from third parties (including but not limited to the defendants' advisors, banks, financial institutions and the persons set out in Schedule "A") of documents relating to:

- (a) the defendants' financial affairs;
- (b) the deposit of funds received in connection with the sale of commercial real estate;
- (c) the identities of the persons who have provided deposit funds to Simpson and the other defendants;
- (d) the bank accounts or other financial records referable to the accounts into which such funds were deposited including documents referable to any withdrawal, transfer or dissipation of funds in such accounts; and
- (e) commissions, fees, expenses or other amounts paid to any persons in connection with the sale of such securities and any agreements, arrangements or any other communication with respect to the payment of such amounts;
- (f) and further directs that all such third parties (including all Affected Persons) shall co-operate fully with the Receiver, subject to claims of legal privilege.

18. **THIS COURT ORDERS** that the Receiver is empowered to compel the attendance, on two clear days written notice by letter from the Receiver or its counsel, of persons believed by the Receiver to have knowledge of the defendants' affairs for the purpose of being examined under oath by the Receiver or by such person as to whom the Receiver has or may delegate this power. In particular, and without limiting the general nature of the power conveyed by this



paragraph, the Receiver is empowered for the purposes of performing its duties hereunder to examine under oath the persons named in Schedule "A" to this order and any persons who may have received transfers of assets or funds from the defendants, provided that nothing herein shall apply, without further order of this Court, to compel any person who has been actually charged with a criminal offence to so testify and that any persons who so testify shall have the right to invoke the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedoms*. If the persons to be examined have a personal residence or regular place of business within 60 kilometres of an office of Bennett Jones LLP (Toronto, Edmonton or Calgary) such examination shall take place at such office failing which it shall take place at any place where an examination of discovery may take place under the *Rules of Civil Procedure* in the province where the examination is conducted.

19. **THIS COURT ORDERS** that Simpson shall provide to the Receiver within 7 days of service of this order an affidavit under oath specifying her knowledge on the following matters:

- (a) specifics of all corporations, partnerships, or other entities in which she has a direct or indirect interest with particulars of the nature of such interest;
- (b) specifics of all bank, brokerage or other accounts, wherever situate, in her name, the name of York Region Realty Inc., the name of any of the entities in (a) hereof or over which she has any signing authority or any other direct or indirect control;
- (c) specifics of all bank, brokerage or other accounts, where funds were deposited, all accounts to which such funds may have been transferred and the present whereabouts of such funds;
- (d) whether any assets were purchased or acquired in whole or in part with such funds and, if so, the particulars of such assets and their present location with particulars of the assets involved name of the person or entity who holds title to such assets, the date of acquisition, acquisition cost and a current estimate of value; and
- (e) specifics of any disposition of assets (including transfer of funds) in excess of \$10,000 in the last 2 years and that this affidavit shall be deemed to have been

provided by compulsion of law and its further use in any other court proceeding be subject to the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedom*.

20. **THIS COURT ORDERS** that the Receiver is authorised to enter upon the business premises of the persons set out in Schedule "A" (collectively the "Premises") and to examine anything and take away any documents or record found at the premises that the Receiver is authorised hereunder to require to be produced to it.

21. **THIS COURT ORDERS** that the Receiver shall have full power to investigate any gift, transfer, conveyance, settlement or any other disposition (a "Conveyance") of any interest in any assets, funds or any other property by the defendants to third parties (the "Conveyed Property") and to compel the production of information from any person with respect to such Conveyed Property and the circumstances surrounding the Conveyance as if such Conveyed Property was Property under this order and that the Receiver shall be at liberty to apply to the Court for any appropriate order relating to the preservation of any such Conveyed Property.

#### **Other**

22. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the fulfillment of its duties in carrying out the provisions of this order, save and except for any gross negligence or willful misconduct on its part.

23. **THIS COURT ORDERS** that no proceedings shall be brought against the Receiver in any Court or other tribunal unless leave of this Honourable Court is first obtained on motion on at least seven days notice to the Receiver and the parties.

24. **THIS COURT ORDERS** that all the costs of this receivership including without limitation the Receiver's fees and disbursements (including the amounts which the Receiver is obliged to pay others) and the fees and disbursements incurred by Bennett Jones LLP in carrying

out its duties herein shall be a first charge on any assets recovered in the receivership herein, subject to approval of the quantum of costs by the Court. The Receiver shall have the right to apply to the Court for approval and payment of its fees and disbursements on an interim basis provided that 15 days notice shall be given to the defendants of any such application. The Receiver shall also have the power, if so advised, to move to have the receivership terminated and to be discharged as Receiver.

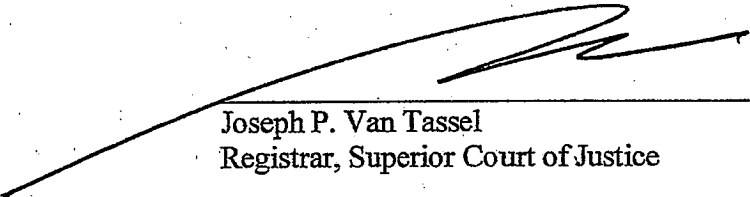
25. **THIS COURT ORDERS** that the plaintiff's costs of this motion shall be allowed in the same manner as the Receiver's fees and disbursements and shall be paid out by the Receiver as a second charge on any assets recovered in the receivership.

26. **THIS COURT ORDERS** that the Receiver be granted leave to apply to the Court for approval to borrow and to provide whatever security as may be appropriate, if so advised.

27. **THIS COURT ORDERS** that neither the making of this order nor anything in this order shall deem the Receiver to be an owner of any of the Property for any purpose and that neither the making of this order nor anything in this order shall vest in the Receiver the care, ownership, control, charge, occupation, possession or management or require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any legislation enacted for the protection or preservation of the environment including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Emergency Plans Act 1963* (Ontario), the *Ontario Water Resources Act*, the *Occupational Health and Safety Act* (Ontario) or the regulations hereunder, or any federal or provincial legislation, or rule of law or equity in any jurisdiction affecting the environment, the transportation of goods, or hazardous waste (collectively, "Environmental Laws"). The Receiver shall not be deemed as a result of this order to be in

control, charge, occupation, possession or management of any of the Property within the meaning of any Environmental Laws.

28. **THIS COURT SEEKS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory, or administrative body in any province of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada and any court or any judicial, regulatory or administrative body of any other nations and states and the provinces, states or other subdivisions of such nations and states to act in aid of and to be complementary to this Court in carrying out the terms of this order.



---

Joseph P. Van Tassel  
Registrar, Superior Court of Justice

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

NOV 17 2005

PER/PAR:

MB

## Schedule "A"

1. Wayne Simpson  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3
2. York Management Group  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7G9
3. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
4. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
5. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
6. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
7. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
8. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
9. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
10. HSBC  
Richmond Hill
11. Laurentian Bank  
Newmarket, Ontario

**Schedule "B"**

1. 587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

## Legal Description:

PCL 19-1 SEC 65 M2296: LT 19 PL 65R2296: Whitchurch-Stouffville

2. PIN 03715-0004  
Whitechurch, Ontario

## Legal DescriptionL

PT LT 30 PL 54 Stouffville; PT LT 31 PL54 Stouffville, PT LT 40 PL 54 Stouffville; PT  
LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T R221467, R221469

3. 1038 Kawagama Lake Road  
Dorset, Ontario

## Legal Description:

Con 13 PT LOT 1 RP19R3154, Parts 1, 6, 7  
Dorset, Algonquin Highlands Township

4. PIN 03710-0193/0194  
Stouffville, Ontario

## Legal Description:

PT LTS 49 & 50  
PL 70 Stouffville PT 2 65R256J4 Whitchurch-Stouffville

**Schedule "C"**

1. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
2. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
3. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
4. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
5. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
6. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
7. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
8. HSBC  
Richmond Hill
9. Laurentian Bank  
Newmarket, Ontario

**Udayan Pandya**  
Plaintiff

v.

**Courtney Wallis Simpson et al.**  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act, 1992*

Proceeding commenced at Toronto

**ORDER**

**BENNETT JONES LLP**  
Barristers and Solicitors  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, Ontario  
M5X 1A4

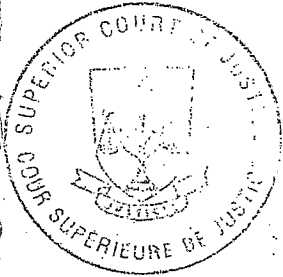
Lincoln Caylor / M. Joanne MacMillan  
Tel: (416) 777-6121 / 4629  
Fax: (416) 863-1716  
LSUC Reg. No. 37030L/43529J

Solicitors for the plaintiff



**TAB B**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)



THE HONOURABLE *MR*  
JUSTICE *FARLEY*

) THURSDAY, THE 15<sup>TH</sup> DAY OF  
)  
) DECEMBER, 2005

BETWEEN:

UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS SIMPSON & ASSOCIATES  
AND CAMEO INVESTMENTS

Defendants

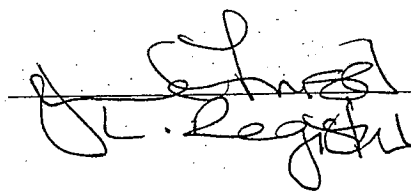
In the Matter of the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff was heard by the court this day at 393 University Avenue, Toronto.

UPON READING the First Report dated December 13, 2005 of Michael J. Quilling (the "Receiver"), in his capacity as the court appointed receiver of Courtney Wallis Simpson ("Simpson") personally and for York Region Realty Inc. ("York Realty"), and upon hearing the submissions of counsel for the Receiver and the plaintiff, no one appearing for the defendants despite notice of this matter;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be abridged to the date and time of actual service and that such service is valid service of the materials filed in support of this motion;
2. **THIS COURT ORDERS** that the action as against Cameo Investments be dismissed forthwith without costs;
3. **THIS COURT ORDERS** that subject to the confirmation by the appointed judge in the class proceeding, action commenced as court file no. 05-CL-6178 (the "Mortgage Fraud Scheme Class Action") be tried together or immediately after this class action;
4. **THIS COURT ORDERS** that the plaintiff be granted leave to amend the statement of claim issued November 15, 2005 to add Courtney Wallis Simpson carrying on business as York Management Group as a defendant in the form of the amended statement of claim attached to this order as **Appendix I**.

  
J. Regan

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

DEC 20 2005

PER/PAR:

NB

Court File No.: 05-CL-6159

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

**BETWEEN:**

UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS SIMPSON & ASSOCIATES,  
COURTNEY WALLIS SIMPSON c.o.b. as YORK MANAGEMENT GROUP  
and CAMEO INVESTMENTS

Defendants

In the Matter of the *Class Proceedings Act, 1992*

**AMENDED STATEMENT OF CLAIM**

**TO THE DEFENDANTS**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

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

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

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

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

Date: November 15, 2005

Issued by "Local Registrar"  
Local registrar

Address of court office: 393 University Avenue  
Toronto, Ontario  
M5G 2J6

TO: COURTNEY WALLIS SIMPSON  
587 Cam Fella Boulevard  
Stouffville, ON L4A 7H3

AND TO: YORK REGION REALTY INC.  
19 Thicketwood Boulevard  
Stouffville, ON L4A 1K1

AND TO: WALLIS SIMPSON & ASSOCIATES  
37 Sandiford Drive  
Suite 301  
Stouffville, ON L4A 7X5

AND TO: CAMEO INVESTMENTS  
200 Bond St. W.  
Oshawa, Ontario  
L1J 2L7

AND TO: COURTNEY WALLIS SIMPSON (c.o.b. as YORK MANAGEMENT GROUP)  
587 Cam Fella Blvd  
Stouffville, Ontario  
L4A 7G9

**CLAIM**

1. The plaintiff claims against the defendants, Courtney Wallis Simpson ("Simpson"), York Region Realty Inc., Wallis Simpson & Associates, Courtney Wallis Simpson (c.o.b. as York Management Group) and Cameo Investments, as follows:

- (a) An order certifying this action as a class proceeding and appointing the plaintiff as representative plaintiff of the class, being those persons who are Canadian residents and who provided deposit monies in trust to the defendant Simpson and to the other defendants pursuant to fraudulent agreements of purchase and sale;
- (b) A declaration that the defendants have been unjustly enriched as a result of the above conduct and hold all proceeds raised by them, or assets referable to such proceeds, as constructive trustees for the class and in particular a declaration that Simpson and the other defendants hold the property described at Schedules "A" and "B" hereto in trust for the class;
- (c) damages for fraud, misrepresentation and breach of fiduciary duty in the amount of \$6,000,000;
- (d) The appointment of a receiver (or alternatively, inspector) pursuant to Section 101 of the *Courts of Justice Act* with full power to investigate all matters pertaining to the raising of funds by the defendants as hereinafter set out, including powers to investigate the whereabouts of such funds (or assets referable to such funds), to compel the production of documents and examine third parties and full power to hold and preserve such funds or assets once ascertained pending further order of the court or, alternatively an interim pre-trial discovery order (a *Norwich Pharmacal* order) requiring persons with knowledge or documents relating to the matters in this action to provide such information to the plaintiff;

- (e) Punitive, aggravated and exemplary damages in the amount of \$10,000,000;
- (f) Pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*;
- (g) The plaintiff's costs of this action on a substantial indemnity basis; and
- (h) Such further and other relief as to this Honourable Court appears just.

### The Parties

2. The plaintiff is a resident of the City of Mississauga, Ontario.
3. The defendant Simpson is a member of the Real Estate Council of Ontario ("RECO"), a broker under the *Real Estate and Business Brokers Act* and is the principal broker and controlling mind of the defendant "York Region Realty Inc." ("York Realty") and also of the defendant entities known as "Wallis Simpson & Associates" ("Simpson & Associates"), Courtney Wallis Simpson (c.o.b. as York Management Group) ("York Management") and "Cameo Investments" ("Cameo"). It is not known to the plaintiff at present whether Simpson & Associates and Cameo are trade names of corporations and, if so, the jurisdictions of their incorporations.

### The Fraudulent Scheme

4. In September 2005 Simpson, acting as a real estate broker induced the plaintiff to enter into an agreement of purchase and sale (the "Agreement") with respect to a commercial property in Stouffville, Ontario. It was a term of the Agreement that the

plaintiff and his business partner, Mukesh Morar, provide deposit funds in the total amount of \$200,000 to York Realty. The plaintiff and Mr. Morar provided the deposit funds in trust to York Realty as required under the Agreement. These deposit funds were to be held by York Realty in trust pending completion or termination of the Agreement. Similar arrangements were made by the defendants with the other class members.

5. The receipt of deposit funds referenced at paragraph 5 above was made in furtherance of a fraudulent scheme perpetrated by the defendant Simpson. The purported vendors who are the actual property owners have denied signing the purported agreements of purchase and sale. Many of the agreements of purchase and sale purported to sell the same property. The defendants collected the deposits associated with the agreements of purchase and sale from more than one class member with respect to the sale of the same property. The agreements of purchase and sale entered into by the class members at the inducement of Simpson and the other defendants were fraudulent.

6. In particular Simpson represented to the plaintiff and to other class members that:

- (a) She was the broker or agent with the authority to negotiate the purchase and sale of various commercial properties;
- (b) Their deposit funds would be held in trust by York Realty pending completion or termination of the Agreements of Purchase and Sale;
- (c) She acted on the authority of the various vendors involved in the Agreements of Purchase and Sale;



- (d) She was in the process of obtaining the documents necessary to complete the commercial real estate transactions; and
  - (e) She could return their deposit funds or had already sent them a cheque in the amount of their deposit funds.
7. All class members relied upon the representations set out in paragraph 7 above.
8. All of the representations set out in paragraph 7 above were untrue. There were no valid agreements of purchase and sale with respect to the various commercial properties.
9. The plaintiff states that representations made by Simpson were made for the purpose of inducing the class members to invest in various commercial real estate ventures, were made with the intention that they would be relied upon by class members in investing and were relied upon by class members to their detriment in their real estate investments with Simpson and the other defendants.
10. In the event the defendant entities involved are incorporated in Canada, the plaintiff states that it is fit and proper that an order for restitution or damages be made against Simpson personally given her leading role in the fraudulent conduct and as her actions were designed to secure personal benefit. The plaintiff states that Simpson has personally received benefits from the deposit funds, the particulars of which are known to Simpson.

### **Breach of Fiduciary Duty**

11. The plaintiff pleads that Simpson owed a fiduciary duty to him and to the class members to perform her duties faithfully, honestly, diligently and in good faith. The plaintiff pleads that Simpson breached those duties by wrongfully converting the plaintiff's and the class members' deposit funds.

### **Appointment of a Receiver**

12. The plaintiff at present has no present knowledge as to the whereabouts of the approximately \$6,000,000 raised by the defendants or proceeds pursuant to the scheme above. The plaintiff pleads that it is just and convenient for the Court to appoint a person as receiver (or alternatively, as inspector) in order to ascertain the whereabouts of the funds raised (or assets referable to the funds) to preserve the funds or assets referable to the deposit funds pending final disposition of the action herein, and the ascertain and pursue any insurance proceeds such as that which might be available through RECO.

13. The plaintiff pleads that he is entitled to an accounting of the property as it came into the hands of the defendants and that he is entitled to trace the same and charge the defendants' property to the extent that the class members' property is traced thereto.

14. The plaintiff pleads that it is just and correct for the receiver to assess all claims by the class members and to advise the court on the distribution of the defendants' assets to the class members.

### **Constructive Trust**

15. The defendants have been unjustly enriched as a result of their raising of approximately \$3,000,000 to \$6,000,000 in funds and that they hold any such funds (or assets referable to such funds) as constructive trustees for the class members.

### **This Action Survives Bankruptcy**

16. The plaintiff pleads that the liability of the defendants arises out of their fraud, misappropriation or defalcation while acting in a fiduciary capacity and the plaintiff pleads and relies upon Section 178 of the *Bankruptcy and Insolvency Act* with respect to same.

### **Punitive Damages**

17. The defendants' actions were intentional, reckless, criminal, highhanded and callous and the plaintiff pleads that the class members are entitled to an award of punitive and exemplary damages in respect of same.

### **Joint and Several Liability**

18. The plaintiff claims that the defendants are jointly and severally liable for the damages suffered by the class members.

19. The plaintiff proposes that this action be tried at Toronto.

Date of Issue: November 15, 2005

**BENNETT JONES LLP**  
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One First Canadian Place  
Toronto, Ontario  
M5X 1A4

Jim Patterson / Lincoln Caylor /  
M. Joanne MacMillan  
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Fax: (416) 863-1716  
LSUC No. 28199C / 37030L / 43529J

Solicitors for the plaintiff

## Schedule "A"

587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

PIN 03715-0004  
Whitchurch, Ontario

1038 Kawagama Lake Road  
Dorsett, Ontario

PIN 03710-0193/0194  
Stouffville, Ontario

## Schedule "B"

1. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
2. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
3. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
4. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
5. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
6. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
7. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
8. HSBC  
Richmond Hill
9. Laurentian Bank  
Newmarket, Ontario

Udayan Pandya  
Plaintiff

v.

Courtney Wallis Simpson *et al.*  
Defendants

Court File No.: 05-CL-6159

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
(Simplified Procedure)

Proceeding commenced at Toronto

AMENDED STATEMENT OF CLAIM

**BENNETT JONES LLP**  
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One First Canadian Place  
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LSUC Reg. No. 28199C/43529J

Solicitors for the defendants

Udayan Pandya  
Plaintiff

v.

Courtney Wallis Simpson *et al.*  
Defendants

Court File No.: 05-CL-6159

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
Act, 1992

Proceeding commenced at Toronto

**ORDER**

**BENNETT JONES LLP**  
Barristers and Solicitors  
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Suite 3400, P.O. Box 130  
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M5X 1A4

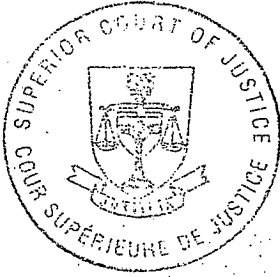
Lincoln Caylor / M. Joanne MacMillan  
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Fax: (416) 863-1716  
LSUC Reg. No. 37030L/43529J

Solicitors for the plaintiff



**TAB C**

Court File No. 05-CL-6159



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

THE HONOURABLE *MD* ) THURSDAY, THE 15<sup>TH</sup> DAY OF  
 JUSTICE *FARLEY* )  
 ) DECEMBER, 2005

**BETWEEN:**

UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
 REALTY INC., WALLIS SIMPSON & ASSOCIATES  
 AND CAMEO INVESTMENTS

Defendants

*In the Matter of the Class Proceedings Act, 1992*

**FIRST AMENDED AND RESTATED INITIAL ORDER**

**THIS MOTION** made by the plaintiff for an order appointing a receiver of Courtney Wallis Simpson ("Simpson") personally and for York Region Realty Inc. ("York Reality") pursuant to s. 101 of the *Courts of Justice Act* with investigatory and preservation powers was heard by the court this day at 393 University Avenue, Toronto.

**UPON READING** the First Report of the Receiver dated December 13, 2005 and on hearing the submissions of counsel for the Receiver,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and dispenses with further service thereof.
2. **THIS COURT ORDERS** that Michael J. Quilling be appointed a receiver (the "Receiver") over the assets of Simpson, Courtney Wallis Simpson c.o.b. as York Management Group and York Realty (the "Defendants") pursuant to s. 101 of the *Courts of Justice Act* with the powers and duties hereinafter set out.
3. **THIS COURT ORDERS** that the defendants be given leave on three days notice to the plaintiff and the Receiver to bring any motion they might see fit to vary this order.
4. **THIS COURT ORDERS** that Bennett Jones LLP be appointed as counsel to the Receiver, that the Receiver shall, in its discretion be entitled to share information received by it with the plaintiff but that the information obtained under this order shall not, without further direction and order, of this Court, be used in any criminal proceedings.
5. **THIS COURT ORDERS** that the Receiver shall have the power to engage consultants, agents, employees, experts, auditors, accountants, managers, solicitors and counsel and such other assistants from time to time and on whatever basis, including on a temporary basis, as it may consider an the business of any of the defendants or generally exercising the powers and duties conferred by this Order.
6. **THIS COURT ORDERS** that the Receiver may apply to this Court for advice and directions relating to the proper exercise of its powers hereunder, or for any variations to this Order.

#### Preservation of Assets

7. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized for and on behalf of and in the name of any of the Defendants to take possession and control of all of the present and future assets, undertaking and property of the Defendants and any funds, proceeds or other assets directly or indirectly related to the funds allegedly raised by the Defendants as alleged in the statement of claim (the "Property") and any and all proceeds, receipts and

disbursements arising out of or from the Property, until further order of this Court, and to act at once in respect of the Property. Without in any way limiting the generality of the foregoing and in furtherance thereof, the Receiver is hereby expressly empowered and authorized on the Receiver's behalf, but not obligated:

- (a) to take such steps as in the opinion of the Receiver are necessary or appropriate 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, provided that the Receiver shall not evict or dispossess any occupant of any residential dwelling without further order of this Court made on notice to such occupant;
- (b) to take such steps as in the opinion of the Receiver are necessary or appropriate to maintain control over all receipts and disbursements arising out of or from the Property;
- (c) to receive and collect all monies, debts, claims, choses in action and accounts now owed or hereafter owing to any of the Defendants in respect of the Property and to exercise all remedies of any of the Defendants in collecting all such monies, including, without limitation, to enforce any security held by any of the defendants and to receive and recover all funds, monies, cash, cash equivalents, negotiable securities, accounts and any other assets on deposits to banks, brokerages and other financial or other institutions;
- (d) to join in and execute, assign, issue and endorse such transfers, conveyances, contracts, leases, deeds, bills of sale, cheques, bills of lading or exchange, or other documents of whatever nature in respect of any of the Property, in the name and on behalf of any of the Defendants, which are necessary, desirable or convenient in, the opinion of the Receiver for any purpose pursuant to this Order;

- (e) to initiate, prosecute and continue the prosecution of any and all proceedings as may in its judgment be necessary or desirable to properly protect or realize upon the Property and to defend all proceedings now pending or hereafter instituted against any of the Defendants or the Receiver, the prosecution of or defence of which will, in the judgment of the Receiver, be necessary to properly protect or realize on the Property or to protect the administration by the Receiver of the affairs of any of the defendants and the Property, and to settle or compromise any such proceedings which in the judgment of the Receiver should be settled;
- (f) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided that any such sale or disposition of Property shall, if the Defendants do not consent to the same, be subject to the Court's approval;
- (g) to report to, meet with and discuss with such creditors of the Defendants and their advisors, including the Mortgage Fraud Scheme victims who are class members in court file no. 05-CL-6178, as the Receiver deems appropriate including holding town hall or other meetings on all matters relating to the Property and receivership; and
- (h) to register this order in any public registry against title to any of the Property. Without limiting the generality of the foregoing this court orders that this order be registered against the real property and other assets described at Schedules "B" and "C" hereto.

8. **THIS COURT ORDERS** that no person having notice of this order shall interfere with, obstruct or in any way hinder the Receiver in the fulfillment or pursuit of its duties hereunder and that all such persons are under an obligation to deliver up to the Receiver any Property or other thing to which the Receiver is entitled to under this order. In the event that any person contests that any asset, document or thing is Property under this order or is document or record properly producible to the Receiver then that person shall first deliver up the asset in question to the Receiver or to such third party as the Receiver in its discretion may agree for safekeeping and

the person contesting the Receiver's right may thereafter, if so advised, bring an application to this Court for directions.

9. **THIS COURT ORDERS** that the Receiver may receive information from persons as to the details of their deposit of trust funds investments with Simpson and the other Defendant but that the Receiver shall not be under any obligation to call for claims, validate claims or make recommendations with respect the disbursement of funds to investors without further order of this Court.

10. **THIS COURT ORDERS** that no demands, actions, motions, steps, registrations, perfections, administrative proceedings, self-help remedies, or any other acts, proceedings or private remedies whatsoever in respect of the Property, including without limitation, the enforcement of security, liens or collection of any debt or liability, the exercise of any debt or liability, the exercise of any landlord's right to distrain or terminate any lease, the acceleration, amendment or termination of any contract, including any contract of insurance, the exercise of any right of set-off or combination of accounts, the exercise of any construction, mechanics' repair, storage or other lien, or the commencement or continuation of any proceedings under any Environmental Laws (as hereinafter defined) in any jurisdiction in which the Property may be located, shall be taken against the Receiver, with respect to the Property or any part thereof, without the prior written consent of the Receiver or leave of this Court first being obtained upon not less than seven days' notice to the Receiver.

11. **THIS COURT ORDERS** that the Defendants and anyone having knowledge of this order be and they are hereby restrained, pending consent of all parties or further order of this Court:

- (a) from removing from Ontario or in any way disposing, dealing with or diminishing the value of any of the Defendants' property, whether real or personal, present or future, held in Ontario or elsewhere, whether held in the Defendants' names or not, pending the final determination of this action or further order of this Court;
- (b) from withdrawing or causing or permitting the withdrawal of or transferring of funds or issuing of cheques or other instruments from any of the defendants' bank

accounts or investment accounts of any nature whatsoever, whether held individually or jointly with any other person, pending the final determination of this action or further order of this Honourable Court, provided that the defendants shall have leave to seek variation of this order in order to permit the withdrawal of a reasonable amount as ordinary living expenses provided that if any such order is sought the Defendants must have fully complied with this order in all respects including the provision to the Receiver of the information required to be provided to the Receiver.

### **Documents and Investigations**

12. **THIS COURT ORDERS** that the Receiver shall forthwith be entitled to take possession of and examine the Defendants' books and records and make such inquiries as it deems prudent and necessary of the Defendants' bankers, accountants, auditors, advisors, managers, experts, solicitors, agents, officers, employees and others in order to determine the financial status of the Defendants, and shall conduct a review and, if necessary, a detailed examination of the financial records of the Defendants.
13. **THIS COURT ORDERS** that the Receiver shall report to this Court at such times and in such fashion as this Court may direct.
14. **THIS COURT ORDERS** that the Defendants and their accountants, auditors, advisors, agents, managers, experts, solicitors, agents, officers and employees, including, without limitation, any accountants, bankers or financial, legal, advisors and the persons set out in Schedule "A", (the "Affected Persons") shall forthwith provide to the Receiver all of the books and records relating to the Defendants' financial history and dealings, including, without limitation, all ledgers, bank statements and records, cheques, financial statements, receipts, vouchers, deposit slips, contracts, agreements, accounting records, computer records (including but not limited to tapes and/or discs) or other documents or records of any kind or nature, howsoever stored or maintained, relating to the Defendants (the "Documents"). Provision of the Documents to the Receiver shall not breach any confidentiality or other non-disclosure obligations the Affected Persons might otherwise have to the Defendants and it shall be deemed that the Defendants shall have consented to the release of the Documents. The Receiver shall

allow the Defendants and their advisors reasonable access to and the ability to make copies of any and all such books and records in the possession of the Receiver. The defendants shall allow the Receiver to make, retain and take away copies of any or all of the Documents and shall forthwith grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto promptly at the request of the Receiver.

15. **THIS COURT ORDERS** that if any of the Documents is stored or otherwise contained on a computer or other electronic system of information storage, the Defendants and all Affected Persons shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to obtain a full copy of the Documents, whether by way of printing same onto paper or making copies of computer discs or such other manner of retrieving and copying same as the Receiver in its discretion deems expedient. For the purposes of this paragraph, the defendants and the Affected Persons shall provide the Receiver with all such assistance in gaining access to the Documents as the Receiver may in its discretion require, including, without limiting the generality of the foregoing, forthwith providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, passwords or other codes as may be required to gain access to the Documents.

16. **THIS COURT ORDERS** that Internet service providers or persons, corporations or individuals who provide e-mail, World Wide Web, file transfer protocol or other Internet connection services to the defendants and/or its present and former directors, officers, employees and agents to access the Internet or World Wide Web e-mail or other similar services, deliver to the Receiver, documents, server files, archive files or any other information in any form in any way recording messages, emails or other information sent or received by the Defendants and/or its present and former directors, officers, employees and agents in the course of their association and in conducting their duties related to the operations and affairs of the defendants.

17. **THIS COURT ORDERS** that the Receiver shall have ongoing access to the Defendants' current and future bank account statements and other financial records, copies of which shall be provided to the Receiver as and when demanded by the Receiver. The Defendants and the third parties shall co-operate and consent to the distribution of such records to the Receiver.



18. **THIS COURT ORDERS** that the Receiver is empowered to demand production from third parties (including but not limited to the Defendants' advisors, banks, financial institutions and the persons set out in Schedule "A") of documents relating to:

- (a) the Defendants' financial affairs;
- (b) the deposit of funds received in connection with the sale of commercial real estate;
- (c) the identities of the persons who have provided deposit funds to Simpson and the other defendants;
- (d) the bank accounts or other financial records referable to the accounts into which such funds were deposited including documents referable to any withdrawal, transfer or dissipation of funds in such accounts; and
- (e) commissions, fees, expenses or other amounts paid to any persons in connection with the sale of such securities and any agreements, arrangements or any other communication with respect to the payment of such amounts;
- (f) and further directs that all such third parties (including all Affected Persons) shall co-operate fully with the Receiver, subject to claims of legal privilege.

19. **THIS COURT ORDERS** that the Receiver is empowered to compel the attendance, on two clear days written notice by letter from the Receiver or its counsel, of persons believed by the Receiver to have knowledge of the Defendants' affairs for the purpose of being examined under oath by the Receiver or by such person as to whom the Receiver has or may delegate this power. In particular, and without limiting the general nature of the power conveyed by this paragraph, the Receiver is empowered for the purposes of performing its duties hereunder to examine under oath the persons named in Schedule "A" to this order and any persons who may have received transfers of assets or funds from the defendants, provided that nothing herein shall apply, without further order of this Court, to compel any person who has been actually charged with a criminal offence to so testify and that any persons who so testify shall have the right to invoke the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and*

*Freedoms.* If the persons to be examined have a personal residence or regular place of business within 60 kilometres of an office of Bennett Jones LLP (Toronto, Edmonton or Calgary) such examination shall take place at such office failing which it shall take place at any place where an examination of discovery may take place under the *Rules of Civil Procedure* in the province where the examination is conducted.

20. **THIS COURT ORDERS** that Simpson shall provide to the Receiver within 7 days of service of this order an affidavit under oath specifying her knowledge on the following matters:

- (a) specifics of all corporations, partnerships, or other entities in which she has a direct or indirect interest with particulars of the nature of such interest;
- (b) specifics of all bank, brokerage or other accounts, wherever situate, in her name, the name of York Region Realty Inc., the name of any of the entities in (a) hereof or over which she has any signing authority or any other direct or indirect control;
- (c) specifics of all bank, brokerage or other accounts, where funds were deposited, all accounts to which such funds may have been transferred and the present whereabouts of such funds;
- (d) whether any assets were purchased or acquired in whole or in part with such funds and, if so, the particulars of such assets and their present location with particulars of the assets involved name of the person or entity who holds title to such assets, the date of acquisition, acquisition cost and a current estimate of value; and
- (e) specifics of any disposition of assets (including transfer of funds) in excess of \$10,000 in the last 2 years and that this affidavit shall be deemed to have been provided by compulsion of law and its further use in any other court proceeding be subject to the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedom*.

21. **THIS COURT ORDERS** that the Receiver is authorised to enter upon the business premises of the persons set out in Schedule "A" (collectively the "Premises") and to examine

anything and take away any documents or record found at the premises that the Receiver is authorised hereunder to require to be produced to it.

22. **THIS COURT ORDERS** that the Receiver shall have full power to investigate any gift, transfer, conveyance, settlement or any other disposition (a "Conveyance") of any interest in any assets, funds or any other property by the defendants to third parties (the "Conveyed Property") and to compel the production of information from any person with respect to such Conveyed Property and the circumstances surrounding the Conveyance as if such Conveyed Property was Property under this order and that the Receiver shall be at liberty to apply to the Court for any appropriate order relating to the preservation of any such Conveyed Property.

#### **Other**

23. **THIS COURT ORDERS** that no proceedings shall be brought against the Receiver in any Court or other tribunal unless leave of this Honourable Court is first obtained on motion on at least seven days notice to the Receiver and the parties.

#### **No Proceedings Against the Debtor or the Property**

24. **THIS COURT ORDERS** that no proceeding against or in respect of the Defendants 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 Defendants or the Property are hereby stayed and suspended pending further Order of this Court.

#### **No Exercise of Rights or Remedies**

25. **THIS COURT ORDERS** that all rights and remedies against the Defendants, 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 nothing in this paragraph shall (i) empower the Receiver or the Defendants to carry on any business which the Defendants are not lawfully entitled to carry on, (ii) exempt the Receiver or the Defendants 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.

26. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the fulfilment of its duties in carrying out the provisions of this order, save and except for any gross negligence or wilful misconduct on its part.

27. **THIS COURT ORDERS** that all the costs of this receivership including without limitation the Receiver's fees and disbursements (including the amounts which the Receiver is obliged to pay others) and the fees and disbursements incurred by Bennett Jones LLP in carrying out its duties herein shall be a first charge on any assets recovered in the receivership herein, subject to approval of the quantum of costs by the Court. The Receiver shall have the right to apply to the Court for approval and payment of its fees and disbursements on an interim basis provided that 15 days notice shall be given to the defendants of any such application. The Receiver shall also have the power, if so advised, to move to have the receivership terminated and to be discharged as Receiver.

28. **THIS COURT ORDERS** that the plaintiff's costs of this motion shall be allowed in the same manner as the Receiver's fees and disbursements and shall be paid out by the Receiver as a second charge on any assets recovered in the receivership.

29. **THIS COURT ORDERS** that the Receiver be granted leave to apply to the Court for approval to borrow and to provide whatever security as may be appropriate, if so advised.

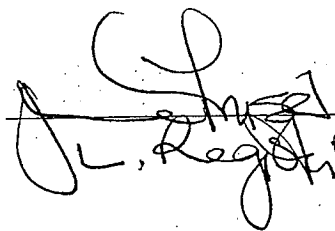
30. **THIS COURT ORDERS** that, except as otherwise specified herein, the Receiver is at liberty to serve any notice, form or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to the defendants or other appropriate parties at their respective addresses or other contact particulars as last indicated in the records of the defendants and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.

31. **THIS COURT ORDERS** that the Receiver may serve any court materials in these proceedings (including, without limitation, application records, motion records, facta and orders) on all represented parties electronically, by e-mailing a PDF or other electronic copy of such materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list, and posting a copy of the materials to an internet website to be hosted by Quilling Selander Cummiskey Lownds (the "Website") as soon as practicable thereafter, provided that the Receiver shall deliver hard copies of such materials to any party requesting same as soon as practicable thereafter.
32. **THIS COURT ORDERS** that any party in these proceedings may serve any court materials (including, without limitation, application records, motion records, facta and orders) electronically, by emailing a PDF or other electronic copy of all materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list; provided that such party shall deliver both PDF or other electronic copies and hard copies of full materials to counsel to the Receiver and to any other party requesting same and the Receiver shall cause a copy to be posted on the Website, all as soon as practicable thereafter.
33. **THIS COURT ORDERS** that the Receiver be permitted to (i) enter into a new listing agreement with John Walley of Sutton Group in Stouffville, (ii) sell Simpson and York Realty's real property assets and contents, and (iii) make it a condition of the new listing agreement that all sales are subject to court approval and to hold all proceeds from the sales in an interest bearing account;
34. **THIS COURT ORDERS** that the Receiver, if so advised, be permitted to bring a lawsuit as against Lia Hurst and seek a certificate of pending litigation in order to regain possession of the properties alleged to be rightfully owned by Simpson and if successful, to sell those properties, the proceeds of which will be deposited into an interest bearing account;
35. **THIS COURT ORDERS** that the Receiver deal directly with the Real Estate Council of Ontario on behalf of all of the victims for the benefit of the estate who have submitted claims;
36. **THIS COURT ORDERS** that the Receiver or Receiver's counsel may examine Adam Cox and compel production of documents relevant to the real estate deposit scheme;

37. **THIS COURT ORDERS** that a bank account be opened in Toronto at a bank selected by the Receiver in Courtney Wallis Simpson's name, which account may accept deposits from Simpson but from which funds can be accessed only by the Receiver through Bennett Jones LLP;
38. **THIS COURT ORDERS** that all proceedings as against Simpson, York Realty, Wallis Simpson & Associates and York Management Group be stayed and that any and all consents to judgment endorsed by Simpson in her personal capacity or as director of York Realty or York Management Group, be deemed ineffective;
39. **THIS COURT ORDERS** that the posting of information on the Receiver's website be approved;
40. **THIS COURT ORDERS** that the claim form as filed with the court be approved;
41. **THIS COURT ORDERS** that, unless otherwise provided herein or by this Court, no document, order or other material need be served on any person in respect of these proceedings unless such person has served a Notice of Appearance on the solicitors for the Receiver and has filed such notice with this Court.
42. **THIS COURT ORDERS** that neither the making of this order nor anything in this order shall deem the Receiver to be an owner of any of the Property for any purpose and that neither the making of this order nor anything in this order shall vest in the Receiver the care, ownership, control, charge, occupation, possession or management or require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any legislation enacted for the protection or preservation of the environment including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act (Canada)*, the *Environmental Protection Act (Ontario)*, the *Emergency Plans Act 1963 (Ontario)*, the Ontario

*Water Resources Act*, the *Occupational Health and Safety Act* (Ontario) or the regulations hereunder, or any federal or provincial legislation, or rule of law or equity in any jurisdiction affecting the environment, the transportation of goods, or hazardous waste (collectively, "Environmental Laws"). The Receiver shall not be deemed as a result of this order to be in control, charge, occupation, possession or management of any of the Property within the meaning of any Environmental Laws.

43. **THIS COURT SEEKS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory, or administrative body in any province of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada and any court or any judicial, regulatory or administrative body of any other nations and states and the provinces, states or other subdivisions of such nations and states to act in aid of and to be complementary to this Court in carrying out the terms of this order.



J. Regier

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

DEC 20 2005

PER/PAR:

NB

## Schedule "A"

1. Wayne Simpson  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3
2. York Management Group  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7G9
3. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
4. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
5. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
6. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
7. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
8. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
9. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
10. HSBC  
Richmond Hill
11. Laurentian Bank  
Newmarket, Ontario



## Schedule "B"

1. 587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

Legal Description:

PCL 19-1 SEC 65 M2296: LT 19 PL 65R2296: Whitchurch-Stouffville

2. PIN 03715-0004  
Whitechurch, Ontario

Legal Description:

PT LT 30 PL 54 Stouffville: PT LT 31 PL54 Stouffville, PT LT 40 PL 54 Stouffville; PT  
LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T R221467, R221469

3. 1038 Kawagama Lake Road  
Dorset, Ontario

Legal Description:

Con 13 PT LOT 1 RP19R3154, Parts 1, 6, 7  
Dorset, Algonquin Highlands Township

4. PIN 03710-0193/0194  
Stouffville, Ontario

Legal Description:

PT LTS 49 & 50  
PL 70 Stouffville PT 2 65R256J4 Whitchurch-Stouffville

## Schedule "C"

1. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
2. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
3. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
4. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
5. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
6. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
7. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
8. HSBC  
Richmond Hill
9. Laurentian Bank  
Newmarket, Ontario

v.  
Courtney Wallis Simpson *et al.*  
Defendants

Court File No.: 05-CL-6159

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act, 1992*

Proceeding commenced at Toronto

**FIRST AMENDED AND  
RESTATED INITIAL ORDER**

**BENNETT JONES LLP**  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, Ontario  
M5X 1A4

Lincoln Caylor / M. Joanne MacMillan  
Tel: (416) 777-6121 / 4629  
Fax: (416) 863-1716  
LSUC Reg. No. 37030L/43529J

Solicitors for the plaintiff

**TAB D**

**Udayan Pandya v. Courtney Wallis Simpson et al.**  
Court File No. 05-CL-6159

**Bank Notification and Response List**

	<i>Bank and Contact Info.</i>	<i>Orders Served</i>
1.	<p><b>Bank of Nova Scotia</b> 1100 Davis Drive Newmarket, ON L3Y 8W8</p> <p>Tel: 905-830-5900 Fax: 905-830-5909</p>	Dec. 20, 2005
2.	<p><b>Royal Bank of Canada</b> Highway 404 and 7 Branch 260 East Beaver Creek Road Richmond Hill, ON L4B3M3</p> <p>Tel: 905-895-1246 Fax: 905-895-3601</p>	Dec. 20, 2005
3.	<p><b>Royal Bank of Canada</b> Davis and Leslie Branch 1181 Davis Drive East Newmarket, ON L3Y 8R1</p> <p>Tel: 905-764-4400 Fax: 905-764-4388</p>	Dec. 20, 2005
4.	<p><b>Royal Bank of Canada</b> Transit No. 02982 47 Main Street Markham, ON L3P 1X3</p> <p>Tel: 905-294-2920 Fax: 905-294-3439</p>	Dec. 20, 2005
5.	<p><b>Canadian Imperial Bank of Commerce</b> Transit No. 01642 4360 Highway 7 Unionville, ON L3R 1L9</p> <p>Tel: 905-477-2540 Fax: 905-477-8397</p>	Dec. 20, 2005

	<i>Bank and Contact Info.</i>	<i>Orders Served</i>
6.	<b>Bank of Montreal</b> Times Square Branch 5500 Highway 7 East Richmond Hill, ON L4B 3Z4  Tel: 905-707-8100 Fax: 905-707-8112	Dec. 20, 2005
7.	<b>TD Canada Trust</b> Times Square Branch 550 Highway 7 East Unit 55 Richmond Hill, ON L4B 3Z4  Tel: 905-886-1728 Fax: 905-886-8613	Dec. 20, 2005
8.	<b>TD Canada Trust</b> Davis and Highway 404 Branch 1155 Davis Drive Newmarket, ON L4B 3Z4  Tel: 905-830-9650 Fax: 905-830-9674	Dec. 20, 2005
9.	<b>HSBC Bank</b> 330 Highway 7 East Unit 111 Richmond Hill, ON L4B 3P8  Tel: 905-940-4722 Fax: 905-881-7036	Dec. 20, 2005
10.	<b>Laurentian Bank</b> 1021 Cyrville Road Unit 9 Ottawa, ON K1J 7S3  Tel: 1-800-252-1846 Fax: 613-744-6587	Dec. 20, 2005

**TAB E**

000095

**From:** Lincoln Caylor  
**To:** Atkinson, Emily; MacMillan, Joanne  
**Date:** 14/12/2005 12:12:49 PM  
**Subject:** Fwd: Notice of Motion

>>> <Cwallissimpson@aol.com> 14/12/2005 9:41:58 AM >>>  
December 14, 2005

Dear Michael and Lincoln;

I am in receipt of your Notice of Motion dated December 13, 2005. There are two points that I wish to clarify. Your reference requesting that you be permitted to bring a lawsuit against "Lisa" Hurst should read "Lia" Hurst. She also goes by the name Lia Sainsbury if that is of any relevance. Secondly, I have noted that you request a bank account be opened in my name that would enable me to make deposits yet the funds could only be accessed by the Receiver through Bennett Jones. That is required so I am able to make the deposits, however, at this time due to the fact that you have frozen all of my accounts, both personal and business, I have no access to any bank account. I remain the sole income provider for my family and we do have to eat, pay rent and general household expenses. I need access to one personal bank account, the activities of which you are fully at liberty to monitor. I submit that you please add this to your motion as I do need access to one bank account in order to operate and maintain my family's existence.

I hope you are both keeping well and I thank you for your attention in this matter.

Sincerely;

Courtney Wallis Simpson



**TAB F**

MARGARET H. MANNING  
 60 CONANT ST.  
 STONEYVILLE, ONTARIO L6A 4K3

**CERTIFIED CHECK** BASIC BANKING PLAN  
**DO NOT DESTROY**

61002-41471  
 120

DATE 12/15/2005

ORDER OF Walter Simpson \$ 5430.25

6323 MAIN STREET  
 STONEYVILLE, ONTARIO L6A 4K3

THE BANK OF NOVA SCOTIA  
 www.scotiabank.com  
 6323 MAIN STREET - 002  
 STONEYVILLE, ONTARIO L6A 1G5

BANQUE DE SCOTIA  
 61002

100 DOLLARS

Security features  
 Details on back

MEMO For Referral Fees  
195 RAMONA

120 3088 2000 2100 2120 2

Teller Stamp Here

Endorsement - Signature Stamp

CERTIFIED CHEQUE  
DO NOT DESTROY

CERTIFIED CHEQUE  
DO NOT DESTROY

WARNING: IF ALTERED, THE SECURITY FEATURES WILL APPEAR AS FOLLOWS:

Thin type in signature line appears as dotted line when scanned or photocopied.
Coloured fibres hind bonding on front and back are visible only under black light and invisible when scanned or photocopied.
Special chemical indicators in the watermark area appear as stains if exposed to common ink solvents.
"Original Document" text and leave pattern visible on back of cheque, should not appear if scanned or photocopied.
Metallic foil on front appears as a non-shiny pattern when printed or photocopied.
Hologram: Multicolour reflective marker used to each cheque.



PRINTED IN CANADA


111-111-1111

**TAB G**

Stratus Reports


**COPY**

Prepared by ADMINISTRATOR 1, Administrator  
SUTTON GROUP-TOWN AND COUNTRY REALTY LTD, BROKER 905-640-0888  
11/29/2005 6:23:43 PM

	6072 Main St WhitStouff, Ontario L4A1B8 N12 16-33-G PI 54Lt 31 Pt 30,40,41 Pts 1+7,65R-2555 SPIS:		\$699,000 For Sale Taxes: \$3,488/2005 Last Status: <b>PC</b>																																																																							
	Detached 3-Storey Dir/Cross St: Main East Of Ninth Lot: 97.76X104.94 Feet Lot Irreg:		Fronting On: N Acreage: < .49 Rooms: 9+1 Bedrooms: 4 Washrooms: 2 1x2, 1x4																																																																							
MLS#: N796234 Open House: Open House Notes:		Seller: Courtney Wallis Simpson From: To: DOM: 12 Holdover: 90		Occup: Vacant Possession: Immediate PIN#:																																																																						
Kitchens: 1 Fam Rm: N Basement: Full  Fireplace/Stv: Y Heat: Gas CAC: N Apx Age: 100+ Apx SqFt: 3000-3500 Assessment:		Exterior: Brick  Drive: Private GarType/Spaces: None/0 Parking Spaces: 6 UFFI: No Pool: None Treed		Zoning: R3 Cable TV: Y Hydro: Y Gas: Y Phone: Y Water: Municipal Water Supply: Sewers: Sewers Spec Deslg: Unknown Farm/Agr: Garden Shed																																																																						
<table border="1"> <thead> <tr> <th># Room</th> <th>Level</th> <th colspan="2">Dimensions (m)</th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1 Living</td> <td>Ground</td> <td>5.49 x</td> <td>3.66</td> <td>Hardwood Floor</td> <td>Brick Fireplace</td> <td>W/O To Porch</td> </tr> <tr> <td>2 Dining</td> <td>Ground</td> <td>4.20 x</td> <td>3.97</td> <td>Hardwood Floor</td> <td>Pocket Doors</td> <td>Stained Glass</td> </tr> <tr> <td>3 Kitchen</td> <td>Ground</td> <td>4.68 x</td> <td>3.63</td> <td>Track Lights</td> <td>W/O To Deck</td> <td></td> </tr> <tr> <td>4 Office</td> <td>Ground</td> <td>3.79 x</td> <td>2.95</td> <td>Hardwood Floor</td> <td>Staircase</td> <td>Stained Glass</td> </tr> <tr> <td>5 Office</td> <td>Ground</td> <td>3.79 x</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6 Br</td> <td>2Nd</td> <td>4.89 x</td> <td>3.62</td> <td>Hardwood Floor</td> <td>Stained Glass</td> <td>W/O To Balcony</td> </tr> <tr> <td>7 Br</td> <td>2Nd</td> <td>4.42 x</td> <td>3.93</td> <td>Hardwood Floor</td> <td>Stained Glass</td> <td></td> </tr> <tr> <td>8 Br</td> <td>2Nd</td> <td>3.64 x</td> <td>3.64</td> <td>Hardwood Floor</td> <td></td> <td></td> </tr> <tr> <td>9 Br</td> <td>2Nd</td> <td>3.79 x</td> <td>3.41</td> <td>Broadloom</td> <td>Mirrored Closet</td> <td></td> </tr> </tbody> </table>		# Room	Level	Dimensions (m)					1 Living	Ground	5.49 x	3.66	Hardwood Floor	Brick Fireplace	W/O To Porch	2 Dining	Ground	4.20 x	3.97	Hardwood Floor	Pocket Doors	Stained Glass	3 Kitchen	Ground	4.68 x	3.63	Track Lights	W/O To Deck		4 Office	Ground	3.79 x	2.95	Hardwood Floor	Staircase	Stained Glass	5 Office	Ground	3.79 x					6 Br	2Nd	4.89 x	3.62	Hardwood Floor	Stained Glass	W/O To Balcony	7 Br	2Nd	4.42 x	3.93	Hardwood Floor	Stained Glass		8 Br	2Nd	3.64 x	3.64	Hardwood Floor			9 Br	2Nd	3.79 x	3.41	Broadloom	Mirrored Closet		Queen Anne Revival Century Home Done With Elegant Modern Touches. \$\$\$ Spent On Landscaping 2005. Live & Work & Play In This Beautiful Home With Original Stained Glass. Updated 200 Amp Electrical Service (2005). Private Yard, Mature Trees. Aprox 98Ft Frontage On Main St. Zoned R3. All Efls, Window Coverings, Water Softner, B/I Dishwasher, Fridge, Stove, Washer, Dryer, Wood Burning Fireplace, Garden Shed, Oversized Mirror In Front Room. Seller Is Registered Real Estate Agent.		
# Room	Level	Dimensions (m)																																																																								
1 Living	Ground	5.49 x	3.66	Hardwood Floor	Brick Fireplace	W/O To Porch																																																																				
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Mortgage Amt: \$0 Int%: Payment: Incl: Freq: Maturity Date: Lender:		Other Encumbrances Amt: Int%: Payment: Incl: Freq: Maturity Date: Lender:																																																																								
SUTTON GROUP-TOWN AND COUNTRY REALTY LTD, BROKER 905-640-0888 Fax: 905-640-0889 MAGGIE MACDONALD, Salesperson 416-997-2631																																																																										
Contract Date: 11/17/2005 Condition: Expiry Date: 2/17/2006 Cond Expiry: Last Update: 11/29/2005 CB Comm: 2.5%		Appts: N Ad: N Escape: Original S: 5750,000																																																																								

Stratus Reports

Prepared by ADMINISTRATOR 1, Administrator  
 SUTTON GROUP-TOWN AND COUNTRY REALTY LTD, BROKER 905-640-0888  
 11/21/2005 2:31:56 PM

	587 Cam Fella Blvd Stouffville, Ontario L4A7G9 N12 345-42-K PI 65M2296 Lot 19 SPIS:		\$699,000 For Sale Taxes: \$4,500/2005 Last Status: New
	Detached 1 1/2 Storey Dir/Cross St: 10th Line/Cam Fella Lot: 21.07X76.2 Metres Lot Irrag: Pie Shaped	Fronting On: E Acreage: .50-1.99	Rooms: 8 Bedrooms: 3+2 Washrooms: 3 1x2, 1x4, 1x5
MLS#: N796204 Open House: Open House Notes:		Seller: Courtney Wallis Simpson And Kenneth Wayne Simpson From: To: DOM: 4 Holdover: 90 Occup: Owner Possession: 60 Days/Tba PIN#:	
Kitchens: 1 Fam Rm: Y Basement: Finished Fireplace/Stv: Y Heat: Gas CAC: Y Apx Age: 6-15 Apx Sqft: 2500-3000 Assessment:	Exterior: Alum Siding Brick Drive: Private GarType/Spaces: Attached/3 Parking Spaces: 6 UFFI: Pool: Indoor Public Transit Rec Centre	Zoning: Residential Cable TV: Y Hydro: Y Gas: Y Phone: Y Water: Municipal Water Supply: Sewers: Septic Spec Desig: Unknown Farm/Agr:	
#Room 1 Kitchen 2 Breakfast 3 Living 4 Dining 5 Family 6 Games 7 Master 8 2nd Br 9 3rd Br	Level Ground Ground Ground Ground Ground 2nd 2nd 2nd	Dimensions (m) 5.42 x 3.51 4.2 x 3.37 4.65 x 3.37 3.35 x 3.37 6.12 x 6.2 5.1 x 6.04 5.1 x 5.1 3.3 x 3.25 3.32 x 3.05	Cerami: Floor Ceramic Floor Hardwood Floor Hardwood Floor Bay Window Centre Island W/O To Patio Open Concept Fireplace Hardwood Floor
Entertainers Delight! Gorgeous Style Family Home On Quiet Cul De Sac. Beautiful Granite Counter Tops, 2 Family Rooms, One With Built-In Cabinetry, Inground Pool Enclosed By Wrought Iron Fence. \$\$ Lovely Landscaping! 3 Car Garage, Central Air, R/I Central Vac. 2 Bedrooms In Basement, 3rd Bedroom Can Be Converted Back To 4 Bedrooms. Granite Fireplace Hearth. Luxurious Sized Master. L.A. Or Owner Needs To Be Present For Showings, 24 Hours Notice Appreciated. Seller Is Registered Real Estate Agent.			
Mortgage Amt: Payment: Freq: Lender:	\$0 Int%: Incl: Maturity Date:	Other Encumbrances Amt: Payment: Freq: Lender:	Int% Incl: Maturity Date:
SUTTON GROUP-TOWN AND COUNTRY REALTY LTD, BROKER 905-640-0888 Fax: 905-640-0889 MAGGIE MACDONALD, Salesperson 905-640-0888			Apts: Ad: N Escape: Original \$: \$699,000
Contract Date: 11/17/2005 Expiry Date: 2/17/2006 Last Update: 11/21/2005	Condition: Cond Expiry: CB Comm: 2.5%		

Toronto Real Estate Board (TREB) assumes no responsibility for the accuracy of any information shown. Copyright TREB 2005

Prepared by ADMINISTRATOR 1, Administrator  
 SUTTON GROUP-TOWN AND COUNTRY REALTY LTD, BROKER 905-640-0888  
 11/19/2005 1:33:11 PM

<b>Photo Not Available</b>	Lot 14 Stouffer St Whit/Stouff, Ontario L4A7H2 N12 -- Pt Lt 3 & 4, Lt 14, Plan 14, Plan65m3314 SPIS:		\$199,000 For Sale Taxes: \$0/2005 Last Status: New						
	Vacant Land Fronting On: E Acreage: <.49		Rooms: Bedrooms: Washrooms: 0						
Dir/Cross St: Main St/Stouffer St Lot: 70X150 Feet Lot Irreg:									
MLS#: N795381 Open House: Open House Notes:		Seller: Courtney Wallis Simpson From: To: DOM: 2 Holdover: 90 Possession: Immediate PIN#:							
Kitchens: Fam Rm: Basement: Fireplace/Stv: Heat: CAC: Apx Ago: Apx Sqft: Assessment:		Exterior: Drive: GarType/Spaces: Parking Spaces: UFFI: Pool:							
		Zoning: Residential Cable TV: A Hydro: A Gas: A Phone: A Water: Municipal Water Supply: Sewers: Sewers Spec Dasig: Unknown Farm/Agr:							
<table border="1"> <thead> <tr> <th>#Room</th> <th>Level</th> <th>Dimensions (m)</th> </tr> </thead> <tbody> <tr> <td colspan="3">Rare In-Town Building Lot Ready for Permit! Approx 70' x 150' Located on Stouffer Street, Just North Of Main Street. Services On Street. Owner Is RREA.</td> </tr> </tbody> </table>				#Room	Level	Dimensions (m)	Rare In-Town Building Lot Ready for Permit! Approx 70' x 150' Located on Stouffer Street, Just North Of Main Street. Services On Street. Owner Is RREA.		
#Room	Level	Dimensions (m)							
Rare In-Town Building Lot Ready for Permit! Approx 70' x 150' Located on Stouffer Street, Just North Of Main Street. Services On Street. Owner Is RREA.									
Mortgage Amt: \$0 Int%: Payment: Incl: Freq: Maturity Date: Lender: Treat As Clear		Other Encumbrances Amt: Int% Payment: Incl: Freq: Maturity Date: Lender:							
SUTTON GROUP-TOWN AND COUNTRY REALTY LTD, BROKER 905-640-0888 Fax: 905-640-0889 MAGGIE MACDONALD, Salesperson 416-997-2631									
Contract Date: 11/17/2005 Condition: Expiry Date: 2/17/2006 Cond Expiry: Last Update: 11/19/2005 CB Comm: 2.5%		Appts: TLBO Ad: N Escape: Original \$: \$199,000							

**TAB H**



000101

BENNETT JONES | LLP

Lincoln Caylor  
Direct Line: 416.777.6121  
e-mail: caylorl@bennettjones.ca

Emily Atkinson  
Direct Line: 416.777.5740  
e-mail: atkinsone@bennettjones.ca  
Our File No.: 56445.1

3400 One First Canadian Place  
PO Box 130  
Toronto Ontario  
Canada M5X 1A4  
Tel 416.863.1200  
Fax 416.863.1716  
www.bennettjones.ca

December 21, 2005

**BY FAX**

John Walley  
Sutton Group – Town & Country Realty Ltd.  
6209 Main Street,  
Stouffville, ON  
L4A 4H8

Dear Mr. Walley

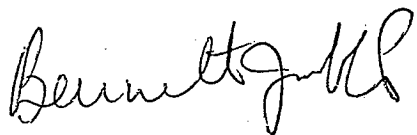
**Re: Pandya v. Simpson *et al.***  
**Court File No. 05-CL-6159**

Further to your phone conversation yesterday afternoon with Ms. Atkinson, it is our understanding that you received an offer for \$600,000 on the 6072 Main Street, Stouffville property and that Courtney Wallis Simpson signed back the offer on the property at \$650,000.

As discussed, Ms. Simpson does not control any of her assets, including her real property. She does not have the power or authority to sign any such offers. The court appointed receiver, Michael Quilling controls Simpson's assets and only he, subject to the court's approval, has the power to deal with or dispose of her property.

Ms. Simpson is already aware of this. Going forward, you are required to deal with our office or Michael Quilling only.

Yours truly,

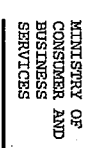


**BENNETT JONES LLP**

DMSTORLegal\056445\00001\376964v1

6

Tab I



MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

LAND  
REGISTRY  
OFFICE #65

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \*  
03729-0033 (LF)

PAGE 1 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/19 AT 10:40:12

6451 Main Street

PP 17 TANNERY BIK C PL 51 MARKHAM AS IN R505257; S/T & T/W R505257; WHITCHURCH-STOUFFVILLE

PROPERTY DESCRIPTION:  
PROPERTY REMARKS:  
ESTATE/QUALIFIER:  
FREE STRIP/  
IF CONVERSION QUALIFIED  
OWNERS' NAMES  
HORST, LIA

RECENTLY:  
RE-ENTRY FROM 03729-0065  
CAPACITY SHARE  
BENO

PIN CREATION DATE:  
1999/11/19

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
**EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATA" OF 1997/09/22 ON THIS PIN**			
**WAS REPLACED WITH THE	"PIN CREATION DATE" OF 1999/11/19**					
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1999/11/19 **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT			PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE			LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVERSION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE			REGISTRY ACT APPLIES.		
**DATE OF CONVERSION TO	LAND TITLES: 1999/11/22 **					
R335339	1984/01/06	CHARGE		*** COMPLETELY DELETED ***	CANADA PERMANENT TRUST COMPANY	
R484869	1988/10/06	CHARGE		*** COMPLETELY DELETED ***	NATIONAL BANK OF CANADA	
R505257	1989/04/26	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	NEWARCH, STANLEY JACK	
R562179	1991/02/15	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
	REMARKS: CHANGE OF ADDRESS			*** DELETED AGAINST THIS PROPERTY ***	THE CANADA TRUST COMPANY	
R718971	1998/03/27	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***	THE TORONTO-DOMINION BANK	
	REMARKS: RE CHARGE R335339			*** COMPLETELY DELETED ***		
LM598892	2001/04/12	TRANSFER		*** COMPLETELY DELETED ***		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
LT1598883	2001/04/12	CHANGE		NEWARCH, STANLEY JACK *** COMPLETELY DELETED *** WALLIS SIMPSON, COURTNEY SAMANTHA	WALLIS SIMPSON, COURTNEY SAMANTHA LONDON LIFE INSURANCE COMPANY	
YR22272	2001/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
REMARKS: RE: R335339				*** COMPLETELY DELETED ***		
YR22275	2001/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED ***	NATIONAL BANK OF CANADA	
REMARKS: RE: R484869				*** COMPLETELY DELETED ***		
YR386900	2003/11/10	CHANGE		*** COMPLETELY DELETED *** WALLIS SIMPSON, COURTNEY SAMANTHA WALLIS SIMPSON, COURTNEY SAMANTHA	HSBC BANK CANADA	
YR419477	2004/01/23	CHANGE		*** COMPLETELY DELETED *** WALLIS SIMPSON, COURTNEY SAMANTHA	SNAPER, BARRY	
YR432015	2004/02/23	DISCH OF CHARGE		*** COMPLETELY DELETED ***	SNAPER, BARRY	
REMARKS: RE: YR419477				*** COMPLETELY DELETED ***		
YR433639	2004/02/26	DISCH OF CHARGE		*** COMPLETELY DELETED ***	HSBC BANK CANADA	
REMARKS: RE: YR386900				*** COMPLETELY DELETED ***		
YR433640	2004/02/26	TRANSFER	\$229,000	WALLIS SIMPSON, COURTNEY SAMANTHA	HURST, LIA	C
YR433641	2004/02/26	CHANGE	\$224,620	HURST, LIA	BANK OF MONTREAL	C
YR441697	2004/03/17	DISCH OF CHARGE		*** COMPLETELY DELETED ***	LONDON LIFE INSURANCE COMPANY	
REMARKS: RE: LT1598883				*** COMPLETELY DELETED ***		
YR700121	2005/09/14	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: M/D/LT - PICKERING AIRPORT SITE ZONING REGULATIONS						

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

REGISTRY OFFICE

Transfer/Deed of Land

Form 1 - Land Registration Reform Act, 1984

A

FOR OFFICE USE ONLY	LT 1598882  CERTIFICATE OF RECEIPT RECEPISSE OFFICE #65  01 APR 12 PM 2 44  New Property Identifiers LT1598882  Executions Additional: See Schedule <input type="checkbox"/>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 2 pages 17
	(3) Property Identifier(s) Block Property 03729 - 0033 (LT) Additional: See Schedule <input type="checkbox"/>	
	(4) Consideration ONE HUNDRED SEVENTY FIVE THOUSAND Dollars \$ 175,000.00	
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Part of Tannery Lot, Block C registered Plan 51 in the Town of Whitchurch-Stouffville, in the Regional Municipality of York and being more particularly described <del>on the attached schedule</del> AS IN R5025.	
	Additional: See Schedule <input type="checkbox"/>	

(6) This Document Contains	(a) Redescription New Easement <input type="checkbox"/> Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input checked="" type="checkbox"/>	Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple
----------------------------	--	---	--	--

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am a spouse and the person consenting below is my spouse.

Name(s) NEWMARCH, Stanley Jack

Signature(s) *Stanley Jack Newmarch*

Date of Signature Y M D 2001 04 11

9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s) NEWMARCH, Elva May

Signature(s) *Elva May Newmarch*

Date of Signature Y M D 2001 04 11

10) Transferor(s) Address for Service 6548 Main Street, Stouffville, Ontario, L4A 7W8

11) Transferee(s)

WALLIS SIMPSON, Courtney Samantha

1965 05 20

SIMPSON, Kenneth Wayne

1945 06 08

as joint tenants

12) Transferee(s) Address for Service 587 Cam Fella Blvd., Stouffville, Ontario, L0H 1L0

13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature: *Stanley Jack Newmarch* Date of Signature: 2001 04 11

Signature: *Elva May Newmarch* Date of Signature: 2001 04 11

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor: David R. Vine, 80 Richmond St. W., #1604, Toronto, ON, M5H 2A4

Signature: *David R. Vine* Date of Signature: 2001 04 11

14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

15) Assessment Roll Number of Property 19 44 000 185 01800  16) Municipal Address of Property 451 Main Street Stouffville, Ontario	17) Document Prepared by: David R. Vine 80 Richmond St. West, #1604 Toronto, Ontario, M5H 2A4	Fees and Tax Registration Fee 60.00 Land Transfer Tax 1475.00  Total 1535.00
---	--	--

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

North LandExpert  
www.landexpert.com  
(416) 992-2001

**Affidavit of Residence and of Value of the Consideration**  
Part of Lot Tannery Block 1 - Land Transfer Tax Act

IN THE MATTER OF THE CONVEYANCE OF (insert description of land) Part of Lot Tannery Block 1 - Land Transfer Tax Act  
Plan 51, Markham, Town of Whitchurch-Stouffville, Regional Municipality of York

BY (print names of all transferees in full) Stanley Jack Newmarch

TO (see instruction 1 and print names of all transferees in full) Courtney Samantha Wallis Simpson

(see instruction 2 and print names in full) Courtney Samantha Wallis/ Simpson

**MAKE OATH AND SAY THAT:**

1. I am (place a check mark in the square opposite that one of the following that describes the capacity of the deponent): (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed
- (c) A transferee named in the above-described conveyance
- (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal)

(see instruction 2 and refer to the appropriate paragraph(s)) described in paragraph(s) (a), (b), (c) above; (circle and refer to the appropriate paragraph(s))  
 (e) The President, Vice-President, Manager, Secretary, or Treasurer authorized to act for (insert name(s) of corporation)

(f) A transferee described in paragraph ( ) (insert name(s) of paragraph (a), (b), (c) above; circle and refer to the appropriate paragraph(s)) and am making this affidavit on my own behalf and on behalf of (insert name of spouse)

(insert name(s) of paragraph (a), (b), (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000). I have read and considered the definition of single family residence set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences
- does not contain a single family residence
- contains more than two single family residences (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one percent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences

3. I have read and considered the definition of non-resident corporation and non-resident person set out respectively in clauses 1(1)(i) and (j) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a non-resident corporation or a non-resident person as set out in the Act (see instruction 4 and 5) None

**4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS**

(a) Monies paid or to be paid in cash	\$ 175,000.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ Nil	
(ii) Given back to vendor	\$ Nil	
(c) Property transferred in exchange (detail below)	\$ Nil	
(d) Securities transferred to the value of (detail below)	\$ Nil	
(e) Lens, legacies, annuities and maintenance charges to which transfer is subject	\$ Nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ Nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 175,000.00	\$ 175,000.00
(h) VALUE OF ALL CHATTELS (Form 56: See Tax is payable on the value of all chattels and is exempt under the provisions of the Retail Sales Tax Act, R.S.O. 1990, c. 414 as amended)	\$ Nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ Nil	
(j) TOTAL CONSIDERATION		\$ 175,000.00

5. If consideration is non-monetary, describe the relationship between transferor and transferee and state purpose of conveyance (see instruction 4)

N/A

6. If the consideration is monetary, is the land subject to any encumbrance

N/A

7. Other remarks and explanations, if necessary

None

Sworn before me at the Town of Whitby  
in the Regional Municipality of Durham  
this 5 day of April, 2001

A Commissioner by Signing Affidavits, etc. Debra J. Sweetman

*Courtney Samantha Wallis Simpson*  
Courtney Samantha Wallis Simpson

**Property Information Record**

A. Describe the nature of instrument: Transfer/Deed Of Land

B. (i) Address of property being conveyed (if available) 6451 Main Street, Stouffville, ON

(ii) Assessment Roll No. (if available) 19 44 000 185 01800

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 587 Cam Pella Blvd, Stouffville, ON L4A 7H3

D. (i) Registration number for last conveyance of property being conveyed (if available) R505257

(ii) Legal description of property conveyed. Same as in D (i) also Yes  No  Not known

E. Name(s) and address(es) of each transferee's solicitor  
Debra J. Sweetman  
340 Byron Street South, Whitby, Ontario, L1N 4P8

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office

**School Tax Support (Voluntary Election) See reverse for explanation**

(a) Are all individual transferees Roman Catholic? Yes  No

(b) If Yes, do all individual transferees wish to be Roman Catholic School Supporters? Yes  No

(c) Do all individual transferees have French Language rights? Yes  No

(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes  No

NOTE: As in (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b)

**Properties**

*PIN* 03729 - 0033 LT *Estate/Qualifier* Fee Simple Lt Conversion Qualified  
*Description* PT LT TANNERY BLK C PL 51 MARKHAM AS IN R505257; S/T & T/W R505257  
 ; WHITCHURCH-STOUFFVILLE  
*Address* 6451 MAIN STREET  
 WHITCHURCH-STOUFFVILLE

**Consideration**

*Consideration* \$229,000.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

*Name* WALLIS SIMPSON, COURTNEY SAMANTHA  
*Address for Service* 587 CAM FELLA BOULEVARD  
 STOUFFVILLE, ONTARIO  
 L0H 1L0

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

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

**Transferee(s)****Capacity****Share**

*Name* HURST, LIA *Capacity* Beneficial Owner  
*Date of Birth* 1965 03 29  
*Address for Service* 6451 MAIN STREET  
 STOUFFVILLE, ONTARIO  
 L4A 1G4

**Signed By**

Edward Andrew Groves	103 Devondale Street Courtice L1E 1Z9	acting for Transferor(s)	Signed	2004 02 25
Tel	905-440-1036			
Fax	9056663750			
Edward Andrew Groves	103 Devondale Street Courtice L1E 1Z9	acting for Transferee(s)	Signed	2004 02 25
Tel	905-440-1036			
Fax	9056663750			

**Submitted By**

ON LINE TITLES INC.	103 Devondale Street Courtice L1E 1Z9	2004 02 26
Tel	905-440-1036	
Fax	9056663750	

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$60.00
<i>Land Transfer Tax</i>	\$2,015.00
<i>Total Paid</i>	\$2,075.00

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 03729 - 0033 PT LT TANNERY BLK C PL 51 MARKHAM AS IN R505257; S/T & T/W R505257 ; WHITCHURCH-STOUFFVILLE

BY: WALLIS SIMPSON, COURTNEY SAMANTHA

TO: HURST, LIA

Beneficial Owner

1. HURST, LIA

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph( ) and as such, I have personal knowledge of the facts herein deposed to.
- (g) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my same-sex partner described above in paragraph(s) ( ).

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	229,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	229,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	229,000.00

PROPERTY Information Record

- A. Nature of Instrument: Transfer  
LRO 65 Registration No. YR433640 Date: 2004/02/26
- B. Property(s): PIN 03729 - 0033 Address 6451 MAIN STREET Assessment: 1944000 - 18501800  
WHITCHURCH- Roll No  
STOUFFVILLE
- C. Address for Service: 6451 MAIN STREET  
STOUFFVILLE, ONTARIO  
L4A 1G4
- D. (i) Last Conveyance(s): PIN 03729 - 0033 Registration No. LT1598882  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known
- E. Tax Statements Prepared By: Edward Andrew Groves  
103 Devondale Street  
Courtice L1E 1Z9





MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

LAND  
REGISTER  
OFFICE #65

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \*

03732-0084 (LT)

6817 MAIN STREET

PAGE 1 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/16 AT 16:39:03

PROPERTY DESCRIPTION: PT LT 35 CON 10 MARRHAM AS IN R505251 ; WHITCHURCH-STOUFFVILLE

PROPERTY REMARKS:

ESTATE/OBLIGEE: RECENTLY RE-ENTRY FROM 03732-0228

PIN CREATION DATE: 1999/11/19

OWNERS' NAMES  
HURST, IIA

CAPACITY SHARE  
BONO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHRG/CRD
**EFFECTIVE 2000/07/29		THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/09/22 ON THIS PIN**				
**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/11/19**						
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1999/11/19 **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FOREFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY INDEB TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**		DATE OF CONVERSION TO LAND TITLES: 1999/11/22 **				
WS3533	1964/02/06	BYLAW				
		REMARKS: 1B452429				
RA00369	1986/06/20	CHARGE	*** COMPLETELY DELETED ***		GUARANTY TRUST COMPANY OF CANADA	
RA84868	1988/10/06	CHARGE	*** COMPLETELY DELETED ***		NATIONAL BANK OF CANADA	
R505251	1989/04/26	TRANSFER	*** DELETED AGAINST THIS PROPERTY ***		NEWMARCH, STANLEY JACK	
R562181	1991/02/15	NOTICE REMARKS: CHANGE OF ADDRESS	*** COMPLETELY DELETED ***		NEWMARCH, STANLEY JACK	
LT1592192	2001/03/23	TRANSFER	*** COMPLETELY DELETED ***		MILLIS SIMPSON, COURTNEY SPANATHA	

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



MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

Ontario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #65

03732-0084 (LT)

PAGE 2 OF 2.  
PREPARED FOR Kent-1234  
ON 2005/12/16 AT 16:39:03

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT1592193	2001/03/23	CHARGE		*** COMPLETELY DELETED *** WALLIS SIMPSON, COURTNEY SAMANTHA	LAURENTIAN BANK OF CANADA	
YR6573	2001/06/07 REMARKS: RE: R484868	DISCH OF CHARGE		*** COMPLETELY DELETED ***	NATIONAL BANK OF CANADA	
YR6574	2001/06/07 REMARKS: RE: R400369	DISCH OF CHARGE		*** COMPLETELY DELETED ***	CENTRAL GUARANTY TRUST COMPANY	
YR386900	2003/11/10	CHARGE		*** COMPLETELY DELETED *** WALLIS- SIMPSON, COURTNEY SAMANTHA WALLIS SIMPSON, COURTNEY SAMANTHA	HSC BANK CANADA	
YR397753	2003/12/01	TRANSFER	\$225,000	WALLIS SIMPSON, COURTNEY SAMANTHA	HURST, LIA	C
YR397754	2003/12/01	CHARGE	\$220,697	HURST, LIA	LONDON LIFE INSURANCE COMPANY	C
YR415341	2004/01/14 REMARKS: RE: LT1592193	DISCH OF CHARGE		*** COMPLETELY DELETED ***	LAURENTIAN BANK OF CANADA	
YR436679	2004/03/03 REMARKS: RE: YR386900	DISCH OF CHARGE		*** COMPLETELY DELETED ***	HSC BANK CANADA	
YR699809	2005/09/13 REMARKS: AIRPORT ZONING REGULATIONS	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C

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

000109

# Transfer/Deed of Land

Form 1 -- Land Registration Reform Act, 1984

**A**

PROPERTY OF THE  
REGISTRY OFFICE

Province  
of  
Ontario

Number **505251**

**CERTIFICATE OF REGISTRATION**

1989 APR 26 A 9:50

YORK REGION  
No. 65  
Identifiers Land Registrar

Executions  
**Lot 35 Con 101W(M)**

Additional:  
See  
Schedule

Additional:  
See  
Schedule

(1) Registry  Land Titles  (2) Page 1 of 3 pages *aw*

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Consideration ONE HUNDRED AND SEVENTY-FIVE THOUSAND ---xx/100 Dollars \$175,000.00

(5) Description This is a: Property Division  Property Consolidation

Part of Lot 35, Concession 10 in the town of Whitchurch, Stouffville in the Regional Municipality of York, and being more particularly described on the attached schedule.  
Form #ly Mwakham

(6) This Document Contains (a) New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that we are spouses of one another.

Name(s)	Signature(s)	Date of Signature Y M D
NEWMARCH, Elva May	<i>Elva May Newmarch</i>	1989 04 22
NEWMARCH, Stanley Jack	<i>S. Newmarch</i>	1989 04 22

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y M D

(10) Transferor(s) Address for Service: 209 Main Street East STOUFFVILLE, Ontario L4A 7W8

(11) Transferee(s)

Name(s)	Date of Birth Y M D
NEWMARCH Stanley Jack	1930 12 05

(12) Transferee(s) Address for Service: 209 Main Street East STOUFFVILLE, Ontario L4A 7W8

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Signature	Date of Signature Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (i) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Signature	Date of Signature Y M D

(15) Assessment Roll Number of Property: City 19, Mun. 44, Map 000, Sub. 195, Par. 03900

(16) Municipal Address of Property: 426 Main Street E. STOUFFVILLE, Ontario

(17) Document Prepared by: D.E. Vine, Q.C., Barrister & Solicitor, 80 Richmond Street W., Suite 901, TORONTO, Ontario, M5H 2A4

Fees and Tax	
Registration Fee	20.00
Land Transfer Tax	N.A.
Total	20.00



Schedule

Part 3 - Land Registration Rules Act, 1987

DEPARTMENT OF LANDS  
PROPERTY

Page 2 of 3

S

**DESCRIPTION**

COMMENCING at a point on the north limit of said lot 33, 627 feet measured easterly along the north limit of said lot from the northwest angle thereof;

THENCE westerly along the north limit of said lot 65 feet to a point;

THENCE southerly parallel to the west limit of said lot 165 feet;

THENCE easterly parallel to the north limit of said lot 66 feet;

THENCE southerly parallel to the west limit of said lot 165 feet more or less to the place of beginning;

and which said land is further known and described as the easterly 66 feet of lot 7, on that part of Township lot 32 situated as laid out on Village of Stratford Map 1135 and shown as 111a in the Registry Office for the Registry Division of York Region as shown on plan 1135.

IT IS HEREBY CERTIFIED that part of the said lot appropriated for highway widening by the City of Stratford and the right of the Province of Ontario as shown on Part 4 of the said map 1135 as deposited in the Registry Office for the Registry Division of York Region as No. 26 1110 dated April 22, 1970 and filed on May 25, 1970.

BY: *[Signature]*

Form 1 - Land Transfer Tax Act  
Affidavit of Residence and of Value of the Consideration  
Refer to all instructions on reverse side.

3 of 3

Revised August 1996

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Lot 35, Conc. 10,  
Town of Whitchurch, Stouffville

BY (print names of all transferees in full) Stanley Jack NEWMARCH and Elva May NEWMARCH

TO (see instruction 1 and print names of all transferees in full) Stanley Jack NEWMARCH

I, (see instruction 2 and print name(s) in full) DAVID ROBERT VINE

MAKE OATH AND SAY THAT:

- 1 I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s). (see instruction 2))
  - (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed,
  - (b) A trustee named in the above-described conveyance to whom the land is being conveyed,
  - (c) A transferee named in the above-described conveyance,
  - (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) Stanley Jack NEWMARCH

(e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s)) \_\_\_\_\_

(f) A transferee described in paragraph (a), (b), (c) or (e) above, (write out reference to applicable paragraph(s)) \_\_\_\_\_ described in paragraph(s) (a), (b), (c) above, (write out reference to applicable paragraph(s)) \_\_\_\_\_ and am making this affidavit on my own behalf and on behalf of (insert name of spouse) \_\_\_\_\_ who is my spouse described in paragraph (a), (b) or (c) above as applicable and as such, I have personal knowledge of the facts herein deposed to.

- 2 (To be completed where the value of the consideration for the conveyance exceeds \$250,000.)  
I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance
  - contains at least one and not more than two single family residences
  - does not contain a single family residence
  - contains more than two single family residences (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$250,000 where the conveyance contains at least one and not more than two single family residences.

- 3 I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(i) and (j) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act (see instructions 4 and 5) NONE

4 THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 2.00
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ 80,000.00
(ii) Given back to vendor	\$ nil
(c) Property transferred in exchange (detail below)	\$ nil
(d) Securities transferred to the value of (detail below)	\$ nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil
(g) VALUE OF LAND BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 80,000.00
(h) VALUE OF ALL CHATTELS (items of tangible personal property (Final Sales Tax is payable on the value of all chattels except amount under the provisions of the "Final Sales Tax Act", R.S.O. 1990, c.454, as amended))	\$ nil
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil
(j) TOTAL CONSIDERATION	\$ 80,000.00

175,000.00  
175,000.00  
175,000.00  
Transfer

5. If consideration is nominal, describe the relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)  
from husband and wife to husband for natural love and affection.

6. If the consideration is nominal, is the land subject to any encumbrance? Yes (80,000.00)

7. Other remarks and explanations, if necessary \_\_\_\_\_

Sworn before me at the City of Toronto  
in the Municipality of Metropolitan Toronto  
this 22nd day of April, 19 89

David Robert Vine  
A Commissioner for taking Affidavits, etc.

Property Information Record

A Describe nature of instrument Transfer

B (i) Address of property being conveyed (if available) 426 Main Street E.  
STOUFFVILLE, Ontario

(ii) Assessment Roll No. (if available) 19 44 000 195 03900

C Mailing address for future notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) \_\_\_\_\_

D (i) Registration exempt to 195 conveyance of property being conveyed (if available) Not Available

(ii) Legal description of mobile home, if any, as in D.(i) above Yes  No  Not known

E Name(s) and address(es) of agent or agent's firm for \_\_\_\_\_  
D. R. Vine, Q.C.  
Barrister & Solicitor  
80 Richmond St. W.  
Ste. 901  
TORONTO, Ontario M5H 2A4



PROPERTY OF THE REGISTRY OFFICE Transfer/Deed of Land

Form 1 - Land Registration Reform Act, 1984

FOR OFFICE USE ONLY

LT 1592192 (1) Registry  Land Titles  (2) Page 1 of 2 pages

LT 1592192 (3) Property Identifier(s) Block Property 03732 - 0084 (LT) Additional: See Schedule

CERTIFICATE OF RECEIPT RECEPISSE OFFICE #65

01 MAR 23 PM 2 30

(4) Consideration ONE HUNDRED EIGHTY ONE THOUSAND Dollars \$ 181,000.00

(5) Description This is a: Property Division  Property Consolidation   
Part of Lot 35, Concession 10 in the Town of Whitchurch, Stouffville in the Regional Municipality of York, as being more particularly described on the attached schedule  
As in R505251

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am a spouse and the person consenting below is my spouse

Name(s) NEWMARCH, Stanley Jack Signature(s) *Stanley Newmarch* Date of Signature Y M D 2001 03 21

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) NEWMARCH, Elva May Signature(s) *Elva Newmarch* Date of Signature Y M D 2001 03 21

(10) Transferor(s) Address for Service 6548 Main Street, Stouffville, Ontario, L4A 7W8

(11) Transferee(s) WALLIS SIMPSON, Courtney Samantha Date of Birth Y M D 1965 05 20

(12) Transferee(s) Address for Service 6817 Main Street, Stouffville, Ontario

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983. Signature *Stanley Newmarch* Date of Signature Y M D 2001 03 21 Signature *Elva Newmarch* Date of Signature Y M D 2001 03 21  
Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.  
Name and Address of Solicitor David R. Vine 80 Richmond St. W #1604 Toronto, ON, M5H 2A4 Signature *David R. Vine* Date of Signature Y M D 2001 03 21

(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.  
Name and Address of Solicitor Signature Date of Signature Y M D

(15) Assessment Roll Number of Property City, Mun. Map Sub. Par. 19 44 000 195 03900 Fees and Tax Registration Fee 65- Land Transfer Tax 1535- Total 1595-

(16) Municipal Address of Property 6817 Main Street Stouffville, Ontario (17) Document Prepared by: David R. Vine 80 Richmond St. West, #1604 Toronto, Ontario M5H 2A4

FOR OFFICE USE ONLY

Home Land Expert  
www.landexpert.com  
(427) 992-2001

**Affidavit of Residence and of Value of the Consideration**  
Form 1 - Land Transfer Tax Act

IN THE MATTER OF THE CONVEYANCE OF Part of Lot 35, Concession  
IO, Town of Whitchurch-Stouffville, Regional Municipality of York

BY Stanley Jack Newmarch

TO Courtney Samantha Wallis Simpson

FOR Courtney Samantha Wallis Simpson

**MAKE OATH AND SAY THAT:**

- 1. I am  (a) A person in trust (in whom the land conveyed in the above-described conveyance is being conveyed)
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed
- (c) A trustee named in the above-described conveyance
- (d) The authorized agent or solicitor acting in this transaction for thrust name(s) of person(s)

(e) The President, Vice-President, Manager, Secretary, or Treasurer authorized to act for thrust name(s) of corporation

(f) A trustee described in paragraph ( ) described in paragraph(s) (a), (b), (c) above (as the case may be) and am making this affidavit on my own behalf and on behalf of thrust name of spouse

(g) thrust name of corporation and as such, I have personal knowledge of the facts herein deposed to.

2. To be completed where the value of the consideration for the conveyance exceeds \$400,000.  
I have read and considered the definition of single family residence set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences
- does not contain a single family residence
- contains more than two single family residences

3. I have read and considered the definition of non-resident corporation and non-resident person set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a non-resident corporation or a non-resident person as set out in the Act see Instructions 4 and 5 None

**4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS**

(a) Money paid or to be paid in cash	\$	<u>181,000.00</u>	
(b) Mortgages	\$	<u>Nil</u>	
(c) Property transferred in exchange	\$	<u>Nil</u>	
(d) Securities transferred to the value of	\$	<u>Nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$	<u>Nil</u>	
(f) Other valuable consideration subject to land transfer tax	\$	<u>Nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX <u>Total of (a) to (f)</u>	\$	<u>181,000.00</u>	\$ <u>181,000.00</u>
(h) VALUE OF ALL CHARGES	\$	<u>Nil</u>	
(i) Other consideration for transaction not included in (g) or (h) above	\$	<u>Nil</u>	
(j) TOTAL CONSIDERATION			\$ <u>181,000.00</u>

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance see Instructions 6

6. If the consideration is nominal, is the land subject to any encumbrance N/A

7. Other remarks and explanations, if necessary None

Sworn before me at the Town of Whitby  
in the Regional Municipality of Durham  
this 22 day of March, 2001  
Debra J. Sweetman, Commissioner for Taking Affidavits, etc.

Courtney Samantha Wallis Simpson

Property Information/Record  
A. Describe nature of instrument: Transfer/Deed Of Land  
B. (i) Address of property being conveyed: 6817 Main St., Stouffville, ON L4A 7G6  
(ii) Assessment Roll No.: 19 44 000 195 03900  
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed: 587 Cam Fella Blvd, Stouffville, ON  
D. (i) Registration number for last conveyance of property being conveyed: 505251  
(ii) Legal description of property conveyed: Same as in D (i) also Yes  No  Not known   
E. Name(s) and address(es) of each transferee's solicitor: Debra J. Sweetman, 340 Byron Street South, Whitby, Ontario, L1N 4P8

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office

School Tax Support (Voluntary Election) See reverse for explanation  
 (a) Are all individual transferees Roman Catholic? Yes  No   
 (b) If Yes, do all individual transferees wish to be Roman Catholic School Supporters? Yes  No   
 (c) Do all individual transferees have French Language rights? Yes  No   
 (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes  No   
 NOTE: As in (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (c) and (d)

**Properties**

*PIN* 03732 - 0084 LT *Estate/Qualifier* Fee Simple Lt Conversion Qualified  
*Description* PT LT 35 CON 10 MARKHAM AS IN R505251 ; WHITCHURCH-STOUFFVILLE  
*Address* 6817 MAIN STREET  
 WHITCHURCH-STOUFFVILLE

**Consideration**

*Consideration* \$225,000.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

*Name* WALLIS SIMPSON, COURTNEY SAMANTHA  
*Address for Service* 587 Cam Fella Boulevard  
 Stouffville, Ontario  
 L4A 7H3

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

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

**Transferee(s)****Capacity****Share**

*Name* HURST, LIA *Capacity* Beneficial Owner  
*Date of Birth* 1965 03 29  
*Address for Service* 6817 MAIN STREET  
 STOUFFVILLE, ONTARIO

**Signed By**

William Ernest Neil Mann	100-10350 Yonge Street Richmond Hill L4C 5K9	acting for Transferor(s)	Signed	2003 12 01
Tel 9058841115				
Fax 9058446722				
Edward Andrew Groves	103 Devondale Street Courtice L1E 1Z9	acting for Transferee(s)	Signed	2003 12 01
Tel 9056662596				
Fax 9056663750				

**Submitted By**

ON LINE TITLES INC.	103 Devondale Street Courtice L1E 1Z9	2003 12 01
Tel 9056662596		
Fax 9056663750		

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$60.00
<i>Land Transfer Tax</i>	\$1,975.00
<i>Total Paid</i>	\$2,035.00



**LAND TRANSFER TAX STATEMENTS**

000116

In the matter of the conveyance of: 03732 - 0084 PT LT 35 CON 10 MARKHAM AS IN R505251 ;  
WHITCHURCH-STOUFFVILLE

BY: WALLIS SIMPSON, COURTNEY SAMANTHA

TO: HURST, LIA

Beneficial Owner

## 1. HURST, LIA

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph( ) and as such, I have personal knowledge of the facts herein deposed to.
- (g) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my same-sex partner described above in paragraph(s) ( ).

## 3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	225,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	225,000.00
(h) VALUE OF ALL CHATTELS -Items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	225,000.00

## PROPERTY Information Record

A. Nature of Instrument: Transfer  
LRO 65 Registration No. YR397753 Date: 2003/12/01

B. Property(s): PIN 03732 - 0084 Address 6817 MAIN STREET Assessment 1944000 - 19503900  
WHITCHURCH- Roll No  
STOUFFVILLE

C. Address for Service: 6817 MAIN STREET  
STOUFFVILLE, ONTARIO

D. (i) Last Conveyance(s): PIN 03732 - 0084 Registration No. LT1592192  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Edward Andrew Groves  
103 Devondale Street  
Courtice L1E 1Z9

Tab J

BENNETT JONES | LLP

Lincoln Caylor  
Direct Line: 416.777.6121  
e-mail: caylorl@bennettjones.ca

Emily Atkinson  
Direct Line: 416.777.5740  
e-mail: atkinsone@bennettjones.ca  
Our File No.: 56445.1

3400 One First Canadian Place  
PO Box 130  
Toronto Ontario  
Canada M5X 1A4  
Tel 416.863.1200  
Fax 416.863.1716  
www.bennettjones.ca

December 21, 2005

BY FAX

Elizabeth Silcox  
3250 Bloor Street West  
East Tower, Suite 600  
Toronto, ON  
M8X 2X9

Dear Ms Silcox

Re: **Pandya v. Simpson *et al.***  
**Court File No. 05-CL-6159**

We are the solicitors for the plaintiff and the court appointed receiver, Michael J. Quilling, in the above-noted matter.

Enclosed is the First Amended and Restated Order of Justice Farley dated December 15, 2005, which, among other things orders that the receiver deal directly with the Real Estate Council of Ontario ("RECO") on behalf of all of the victims who have submitted claims and that the receiver is empowered to demand production from third parties. We direct your attention to paragraphs 18 and 35.

Further to our meeting yesterday with Mr. Brian Pendergast of your office Mr. Quilling requires the following documents and information:

1. Copies of all claim forms submitted to RECO in relation to Courtney Wallis Simpson, York Realty and/or York Management Group to date;
2. Copies of all documents relating to the investigations or audits of Ms. Simpson conducted to date;
3. RECO's position with respect to the claimants' entitlement under RECO's Consumer Deposit Insurance; and

December 21, 2005  
Page Two

4. Written confirmation that any payments will be made to Mr. Quilling as receiver or as directed by the court.

We look forward to hearing from you.

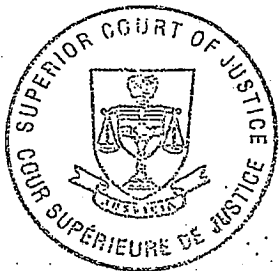
Yours truly,

*Bennett Jones LLP*

**BENNETT JONES LLP**

cc: Brian Pendergast

DMSTORLegal\056445\00001\376962v1



ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE *MD*  
JUSTICE *FARLEY*

) THURSDAY, THE 15<sup>TH</sup> DAY OF  
)  
) DECEMBER, 2005

BETWEEN:

UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS SIMPSON & ASSOCIATES  
AND CAMEO INVESTMENTS

Defendants

In the Matter of the *Class Proceedings Act, 1992*

FIRST AMENDED AND RESTATED INITIAL ORDER

THIS MOTION made by the plaintiff for an order appointing a receiver of Courtney Wallis Simpson ("Simpson") personally and for York Region Realty Inc. ("York Reality") pursuant to s. 101 of the *Courts of Justice Act* with investigatory and preservation powers was heard by the court this day at 393 University Avenue, Toronto.

UPON READING the First Report of the Receiver dated December 13, 2005 and on hearing the submissions of counsel for the Receiver,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and dispenses with further service thereof.
2. **THIS COURT ORDERS** that Michael J. Quilling be appointed a receiver (the "Receiver") over the assets of Simpson, Courtney Wallis Simpson c.o.b. as York Management Group and York Realty (the "Defendants") pursuant to s. 101 of the *Courts of Justice Act* with the powers and duties hereinafter set out.
3. **THIS COURT ORDERS** that the defendants be given leave on three days notice to the plaintiff and the Receiver to bring any motion they might see fit to vary this order.
4. **THIS COURT ORDERS** that Bennett Jones LLP be appointed as counsel to the Receiver, that the Receiver shall, in its discretion be entitled to share information received by it with the plaintiff but that the information obtained under this order shall not, without further direction and order, of this Court, be used in any criminal proceedings.
5. **THIS COURT ORDERS** that the Receiver shall have the power to engage consultants, agents, employees, experts, auditors, accountants, managers, solicitors and counsel and such other assistants from time to time and on whatever basis, including on a temporary basis, as it may consider an the business of any of the defendants or generally exercising the powers and duties conferred by this Order.
6. **THIS COURT ORDERS** that the Receiver may apply to this Court for advice and directions relating to the proper exercise of its powers hereunder, or for any variations to this Order.

#### Preservation of Assets

7. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized for and on behalf of and in the name of any of the Defendants to take possession and control of all of the present and future assets, undertaking and property of the Defendants and any funds, proceeds or other assets directly or indirectly related to the funds allegedly raised by the Defendants as alleged in the statement of claim (the "Property") and any and all proceeds, receipts and

disbursements arising out of or from the Property, until further order of this Court, and to act at once in respect of the Property. Without in any way limiting the generality of the foregoing and in furtherance thereof, the Receiver is hereby expressly empowered and authorized on the Receiver's behalf, but not obligated:

- (a) to take such steps as in the opinion of the Receiver are necessary or appropriate 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, provided that the Receiver shall not evict or dispossess any occupant of any residential dwelling without further order of this Court made on notice to such occupant;
- (b) to take such steps as in the opinion of the Receiver are necessary or appropriate to maintain control over all receipts and disbursements arising out of or from the Property;
- (c) to receive and collect all monies, debts, claims, choses in action and accounts now owed or hereafter owing to any of the Defendants in respect of the Property and to exercise all remedies of any of the Defendants in collecting all such monies, including, without limitation, to enforce any security held by any of the defendants and to receive and recover all funds, monies, cash, cash equivalents, negotiable securities, accounts and any other assets on deposits to banks, brokerages and other financial or other institutions;
- (d) to join in and execute, assign, issue and endorse such transfers, conveyances, contracts, leases, deeds, bills of sale, cheques, bills of lading or exchange, or other documents of whatever nature in respect of any of the Property, in the name and on behalf of any of the Defendants, which are necessary, desirable or convenient in, the opinion of the Receiver for any purpose pursuant to this Order;

- (e) to initiate, prosecute and continue the prosecution of any and all proceedings as may in its judgment be necessary or desirable to properly protect or realize upon the Property and to defend all proceedings now pending or hereafter instituted against any of the Defendants or the Receiver, the prosecution of or defence of which will, in the judgment of the Receiver, be necessary to properly protect or realize on the Property or to protect the administration by the Receiver of the affairs of any of the defendants and the Property, and to settle or compromise any such proceedings which in the judgment of the Receiver should be settled;
- (f) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided that any such sale or disposition of Property shall, if the Defendants do not consent to the same, be subject to the Court's approval;
- (g) to report to, meet with and discuss with such creditors of the Defendants and their advisors, including the Mortgage Fraud Scheme victims who are class members in court file no. 05-CL-6178, as the Receiver deems appropriate including holding town hall or other meetings on all matters relating to the Property and receivership; and
- (h) to register this order in any public registry against title to any of the Property. Without limiting the generality of the foregoing this court orders that this order be registered against the real property and other assets described at Schedules "B" and "C" hereto.

8. **THIS COURT ORDERS** that no person having notice of this order shall interfere with, obstruct or in any way hinder the Receiver in the fulfillment or pursuit of its duties hereunder and that all such persons are under an obligation to deliver up to the Receiver any Property or other thing to which the Receiver is entitled to under this order. In the event that any person contests that any asset, document or thing is Property under this order or is document or record properly producible to the Receiver then that person shall first deliver up the asset in question to the Receiver or to such third party as the Receiver in its discretion may agree for safekeeping and



the person contesting the Receiver's right may thereafter, if so advised, bring an application to this Court for directions.

9. **THIS COURT ORDERS** that the Receiver may receive information from persons as to the details of their deposit of trust funds investments with Simpson and the other Defendant but that the Receiver shall not be under any obligation to call for claims, validate claims or make recommendations with respect the disbursement of funds to investors without further order of this Court.

10. **THIS COURT ORDERS** that no demands, actions, motions, steps, registrations, perfections, administrative proceedings, self-help remedies, or any other acts, proceedings or private remedies whatsoever in respect of the Property, including without limitation, the enforcement of security, liens or collection of any debt or liability, the exercise of any debt or liability, the exercise of any landlord's right to distrain or terminate any lease, the acceleration, amendment or termination of any contract, including any contract of insurance, the exercise of any right of set-off or combination of accounts, the exercise of any construction, mechanics' repair, storage or other lien, or the commencement or continuation of any proceedings under any Environmental Laws (as hereinafter defined) in any jurisdiction in which the Property may be located, shall be taken against the Receiver, with respect to the Property or any part thereof, without the prior written consent of the Receiver or leave of this Court first being obtained upon not less than seven days' notice to the Receiver.

11. **THIS COURT ORDERS** that the Defendants and anyone having knowledge of this order be and they are hereby restrained, pending consent of all parties or further order of this Court:

- (a) from removing from Ontario or in any way disposing, dealing with or diminishing the value of any of the Defendants' property, whether real or personal, present or future, held in Ontario or elsewhere, whether held in the Defendants' names or not, pending the final determination of this action or further order of this Court;
- (b) from withdrawing or causing or permitting the withdrawal of or transferring of funds or issuing of cheques or other instruments from any of the defendants' bank

accounts or investment accounts of any nature whatsoever, whether held individually or jointly with any other person, pending the final determination of this action or further order of this Honourable Court, provided that the defendants shall have leave to seek variation of this order in order to permit the withdrawal of a reasonable amount as ordinary living expenses provided that if any such order is sought the Defendants must have fully complied with this order in all respects including the provision to the Receiver of the information required to be provided to the Receiver.

### Documents and Investigations

12. **THIS COURT ORDERS** that the Receiver shall forthwith be entitled to take possession of and examine the Defendants' books and records and make such inquiries as it deems prudent and necessary of the Defendants' bankers, accountants, auditors, advisors, managers, experts, solicitors, agents, officers, employees and others in order to determine the financial status of the Defendants, and shall conduct a review and, if necessary, a detailed examination of the financial records of the Defendants.

13. **THIS COURT ORDERS** that the Receiver shall report to this Court at such times and in such fashion as this Court may direct.

14. **THIS COURT ORDERS** that the Defendants and their accountants, auditors, advisors, agents, managers, experts, solicitors, agents, officers and employees, including, without limitation, any accountants, bankers or financial, legal, advisors and the persons set out in Schedule "A", (the "Affected Persons") shall forthwith provide to the Receiver all of the books and records relating to the Defendants' financial history and dealings, including, without limitation, all ledgers, bank statements and records, cheques, financial statements, receipts, vouchers, deposit slips, contracts, agreements, accounting records, computer records (including but not limited to tapes and/or discs) or other documents or records of any kind or nature, howsoever stored or maintained, relating to the Defendants (the "Documents"). Provision of the Documents to the Receiver shall not breach any confidentiality or other non-disclosure obligations the Affected Persons might otherwise have to the Defendants and it shall be deemed that the Defendants shall have consented to the release of the Documents. The Receiver shall

allow the Defendants and their advisors reasonable access to and the ability to make copies of any and all such books and records in the possession of the Receiver. The defendants shall allow the Receiver to make, retain and take away copies of any or all of the Documents and shall forthwith grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto promptly at the request of the Receiver.

15. **THIS COURT ORDERS** that if any of the Documents is stored or otherwise contained on a computer or other electronic system of information storage, the Defendants and all Affected Persons shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to obtain a full copy of the Documents, whether by way of printing same onto paper or making copies of computer discs or such other manner of retrieving and copying same as the Receiver in its discretion deems expedient. For the purposes of this paragraph, the defendants and the Affected Persons shall provide the Receiver with all such assistance in gaining access to the Documents as the Receiver may in its discretion require, including, without limiting the generality of the foregoing, forthwith providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, passwords or other codes as may be required to gain access to the Documents.

16. **THIS COURT ORDERS** that Internet service providers or persons, corporations or individuals who provide e-mail, World Wide Web, file transfer protocol or other Internet connection services to the defendants and/or its present and former directors, officers, employees and agents to access the Internet or World Wide Web e-mail or other similar services, deliver to the Receiver, documents, server files, archive files or any other information in any form in any way recording messages, emails or other information sent or received by the Defendants and/or its present and former directors, officers, employees and agents in the course of their association and in conducting their duties related to the operations and affairs of the defendants.

17. **THIS COURT ORDERS** that the Receiver shall have ongoing access to the Defendants' current and future bank account statements and other financial records, copies of which shall be provided to the Receiver as and when demanded by the Receiver. The Defendants and the third parties shall co-operate and consent to the distribution of such records to the Receiver.

18. **THIS COURT ORDERS** that the Receiver is empowered to demand production from third parties (including but not limited to the Defendants' advisors, banks, financial institutions and the persons set out in Schedule "A") of documents relating to:

- (a) the Defendants' financial affairs;
- (b) the deposit of funds received in connection with the sale of commercial real estate;
- (c) the identities of the persons who have provided deposit funds to Simpson and the other defendants;
- (d) the bank accounts or other financial records referable to the accounts into which such funds were deposited including documents referable to any withdrawal, transfer or dissipation of funds in such accounts; and
- (e) commissions, fees, expenses or other amounts paid to any persons in connection with the sale of such securities and any agreements, arrangements or any other communication with respect to the payment of such amounts;
- (f) and further directs that all such third parties (including all Affected Persons) shall co-operate fully with the Receiver, subject to claims of legal privilege.

19. **THIS COURT ORDERS** that the Receiver is empowered to compel the attendance, on two clear days written notice by letter from the Receiver or its counsel, of persons believed by the Receiver to have knowledge of the Defendants' affairs for the purpose of being examined under oath by the Receiver or by such person as to whom the Receiver has or may delegate this power. In particular, and without limiting the general nature of the power conveyed by this paragraph, the Receiver is empowered for the purposes of performing its duties hereunder to examine under oath the persons named in Schedule "A" to this order and any persons who may have received transfers of assets or funds from the defendants, provided that nothing herein shall apply, without further order of this Court, to compel any person who has been actually charged with a criminal offence to so testify and that any persons who so testify shall have the right to invoke the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and*

*Freedoms*. If the persons to be examined have a personal residence or regular place of business within 60 kilometres of an office of Bennett Jones LLP (Toronto, Edmonton or Calgary) such examination shall take place at such office failing which it shall take place at any place where an examination of discovery may take place under the *Rules of Civil Procedure* in the province where the examination is conducted.

20. **THIS COURT ORDERS** that Simpson shall provide to the Receiver within 7 days of service of this order an affidavit under oath specifying her knowledge on the following matters:

- (a) specifics of all corporations, partnerships, or other entities in which she has a direct or indirect interest with particulars of the nature of such interest;
- (b) specifics of all bank, brokerage or other accounts, wherever situate, in her name, the name of York Region Realty Inc., the name of any of the entities in (a) hereof or over which she has any signing authority or any other direct or indirect control;
- (c) specifics of all bank, brokerage or other accounts, where funds were deposited, all accounts to which such funds may have been transferred and the present whereabouts of such funds;
- (d) whether any assets were purchased or acquired in whole or in part with such funds and, if so, the particulars of such assets and their present location with particulars of the assets involved name of the person or entity who holds title to such assets, the date of acquisition, acquisition cost and a current estimate of value; and
- (e) specifics of any disposition of assets (including transfer of funds) in excess of \$10,000 in the last 2 years and that this affidavit shall be deemed to have been provided by compulsion of law and its further use in any other court proceeding be subject to the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedom*.

21. **THIS COURT ORDERS** that the Receiver is authorised to enter upon the business premises of the persons set out in Schedule "A" (collectively the "Premises") and to examine

anything and take away any documents or record found at the premises that the Receiver is authorised hereunder to require to be produced to it.

22. **THIS COURT ORDERS** that the Receiver shall have full power to investigate any gift, transfer, conveyance, settlement or any other disposition (a "Conveyance") of any interest in any assets, funds or any other property by the defendants to third parties (the "Conveyed Property") and to compel the production of information from any person with respect to such Conveyed Property and the circumstances surrounding the Conveyance as if such Conveyed Property was Property under this order and that the Receiver shall be at liberty to apply to the Court for any appropriate order relating to the preservation of any such Conveyed Property.

#### Other

23. **THIS COURT ORDERS** that no proceedings shall be brought against the Receiver in any Court or other tribunal unless leave of this Honourable Court is first obtained on motion on at least seven days notice to the Receiver and the parties.

#### No Proceedings Against the Debtor or the Property

24. **THIS COURT ORDERS** that no proceeding against or in respect of the Defendants 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 Defendants or the Property are hereby stayed and suspended pending further Order of this Court.

#### No Exercise of Rights or Remedies

25. **THIS COURT ORDERS** that all rights and remedies against the Defendants, 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 nothing in this paragraph shall (i) empower the Receiver or the Defendants to carry on any business which the Defendants are not lawfully entitled to carry on, (ii) exempt the Receiver or the Defendants 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.

26. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the fulfilment of its duties in carrying out the provisions of this order, save and except for any gross negligence or wilful misconduct on its part.

27. **THIS COURT ORDERS** that all the costs of this receivership including without limitation the Receiver's fees and disbursements (including the amounts which the Receiver is obliged to pay others) and the fees and disbursements incurred by Bennett Jones LLP in carrying out its duties herein shall be a first charge on any assets recovered in the receivership herein, subject to approval of the quantum of costs by the Court. The Receiver shall have the right to apply to the Court for approval and payment of its fees and disbursements on an interim basis provided that 15 days notice shall be given to the defendants of any such application. The Receiver shall also have the power, if so advised, to move to have the receivership terminated and to be discharged as Receiver.

28. **THIS COURT ORDERS** that the plaintiff's costs of this motion shall be allowed in the same manner as the Receiver's fees and disbursements and shall be paid out by the Receiver as a second charge on any assets recovered in the receivership.

29. **THIS COURT ORDERS** that the Receiver be granted leave to apply to the Court for approval to borrow and to provide whatever security as may be appropriate, if so advised.

30. **THIS COURT ORDERS** that, except as otherwise specified herein, the Receiver is at liberty to serve any notice, form or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to the defendants or other appropriate parties at their respective addresses or other contact particulars as last indicated in the records of the defendants and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.

31. **THIS COURT ORDERS** that the Receiver may serve any court materials in these proceedings (including, without limitation, application records, motion records, facts and orders) on all represented parties electronically, by e-mailing a PDF or other electronic copy of such materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list, and posting a copy of the materials to an internet website to be hosted by Quilling Selander Cummiskey Lownds (the "Website") as soon as practicable thereafter, provided that the Receiver shall deliver hard copies of such materials to any party requesting same as soon as practicable thereafter.

32. **THIS COURT ORDERS** that any party in these proceedings may serve any court materials (including, without limitation, application records, motion records, facts and orders) electronically, by emailing a PDF or other electronic copy of all materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list; provided that such party shall deliver both PDF or other electronic copies and hard copies of full materials to counsel to the Receiver and to any other party requesting same and the Receiver shall cause a copy to be posted on the Website, all as soon as practicable thereafter.

33. **THIS COURT ORDERS** that the Receiver be permitted to (i) enter into a new listing agreement with John Walley of Sutton Group in Stouffville, (ii) sell Simpson and York Realty's real property assets and contents, and (iii) make it a condition of the new listing agreement that all sales are subject to court approval and to hold all proceeds from the sales in an interest bearing account;

34. **THIS COURT ORDERS** that the Receiver, if so advised, be permitted to bring a lawsuit as against Lia Hurst and seek a certificate of pending litigation in order to regain possession of the properties alleged to be rightfully owned by Simpson and if successful, to sell those properties, the proceeds of which will be deposited into an interest bearing account;

35. **THIS COURT ORDERS** that the Receiver deal directly with the Real Estate Council of Ontario on behalf of all of the victims for the benefit of the estate who have submitted claims;

36. **THIS COURT ORDERS** that the Receiver or Receiver's counsel may examine Adam Cox and compel production of documents relevant to the real estate deposit scheme;

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37. **THIS COURT ORDERS** that a bank account be opened in Toronto at a bank selected by the Receiver in Courtney Wallis Simpson's name, which account may accept deposits from Simpson but from which funds can be accessed only by the Receiver through Bennett Jones LLP;

38. **THIS COURT ORDERS** that all proceedings as against Simpson, York Realty, Wallis Simpson & Associates and York Management Group be stayed and that any and all consents to judgment endorsed by Simpson in her personal capacity or as director of York Realty or York Management Group, be deemed ineffective;

39. **THIS COURT ORDERS** that the posting of information on the Receiver's website be approved;

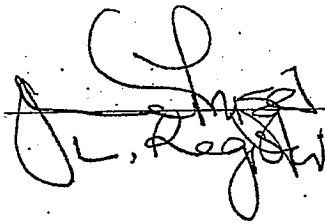
40. **THIS COURT ORDERS** that the claim form as filed with the court be approved;

41. **THIS COURT ORDERS** that, unless otherwise provided herein or by this Court, no document, order or other material need be served on any person in respect of these proceedings unless such person has served a Notice of Appearance on the solicitors for the Receiver and has filed such notice with this Court.

42. **THIS COURT ORDERS** that neither the making of this order nor anything in this order shall deem the Receiver to be an owner of any of the Property for any purpose and that neither the making of this order nor anything in this order shall vest in the Receiver the care, ownership, control, charge, occupation, possession or management or require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any legislation enacted for the protection or preservation of the environment including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act (Canada)*, the *Environmental Protection Act (Ontario)*, the *Emergency Plans Act 1963 (Ontario)*, the Ontario

*Water Resources Act*, the *Occupational Health and Safety Act* (Ontario) or the regulations hereunder, or any federal or provincial legislation, or rule of law or equity in any jurisdiction affecting the environment, the transportation of goods, or hazardous waste (collectively, "Environmental Laws"). The Receiver shall not be deemed as a result of this order to be in control, charge, occupation, possession or management of any of the Property within the meaning of any Environmental Laws.

43. THIS COURT SEEKS AND REQUESTS the aid and recognition of any court or any judicial, regulatory, or administrative body in any province of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada and any court or any judicial, regulatory or administrative body of any other nations and states and the provinces, states or other subdivisions of such nations and states to act in aid of and to be complementary to this Court in carrying out the terms of this order.

  
J. L. Regier

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

DEC 20 2005

PER/PAR:

NB

## Schedule "A"

1. Wayne Simpson  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3
  2. York Management Group  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7G9
  3. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
  4. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
  5. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
  6. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
  7. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
  8. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
  9. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
  10. HSBC  
Richmond Hill
  11. Laurentian Bank  
Newmarket, Ontario
-

## Schedule "B"

1. 587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

Legal Description:

PCL 19-1 SEC 65 M2296: LT 19 PL 65R2296: Whitchurch-Stouffville

2. PIN 03715-0004  
Whitechurch, Ontario

Legal Description:

PT LT 30 PL 54 Stouffville: PT LT 31 PL54 Stouffville, PT LT 40 PL 54 Stouffville; PT  
LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T R221467, R221469

3. 1038 Kawagama Lake Road  
Dorset, Ontario

Legal Description:

Con 13 PT LOT 1 RP19R3154, Parts 1, 6, 7  
Dorset, Algonquin Highlands Township

4. PIN 03710-0193/0194  
Stouffville, Ontario

Legal Description:

PT LTS 49 & 50  
PL 70 Stouffville PT 2 65R256J4 Whitchurch-Stouffville

## Schedule "C"

1. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
2. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
3. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
4. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
5. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
6. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
7. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
8. HSBC  
Richmond Hill
9. Laurentian Bank  
Newmarket, Ontario

**Udayan Pandya**  
Plaintiff

**Courtney Wallis Simpson et al.**  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act, 1992*

Proceeding commenced at Toronto

**FIRST AMENDED AND**  
**RESTATED INITIAL ORDER**

**BENNETT JONES LLP**  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, Ontario  
M5X 1A4

Lincoln Caylor / M. Joanne MacMillan  
Tel: (416) 777-6121 / 4629  
Fax: (416) 863-1716  
LSUC Reg. No. 37030L/43529J

Solicitors for the plaintiff

Tab K

## BENNETT JONES | LLP

**M. Joanne MacMillan**  
Direct Line: 416.777.4629  
e-mail: macmillanj@bennettjones.ca  
Our File No.: 56445.1

**Emily Atkinson**  
Direct Line: 416.777.5740  
e-mail: atkinsone@bennettjones.ca  
Our File No.: 56445.1

3400 One First Canadian Place  
PO Box 130  
Toronto Ontario  
Canada M5X 1A4  
Tel 416.863.1200  
Fax 416.863.1716  
www.bennettjones.ca

December 16, 2005

**Via Facsimile**

Adam Cox  
5917 Main Street Unit 2  
Stouffville, ON L4A 2Z9

Dear Mr. Cox:

**Re: Pandya v. Simpson *et al.***  
**Court File No. 05-CL-6159**

We are the solicitors of record for the plaintiff and for the receiver in the above-noted matter.

You are required to attend at the offices of Reporting Plus on December 20, 2005 at 10:00 a.m. for an examination under oath pursuant to the authority granted to the receiver in paragraph 18 of the Order of Justice Ground dated November 17, 2005 and paragraph 36 of the Order of Justice Farley dated December 15, 2005.

Reporting Plus is located at:

Valleywood Corporate Centre  
300 - 60 Columbia Way  
Markham, ON L3R 0C9

Tel: 905-477-0126

Yours truly,

*Bennett Jones LLP*

**BENNETT JONES LLP**

cc: Michael J. Quilling



Tab L

000138



# RE/MAX®

RE/MAX All-Stars Realty Inc.  
5917 Main St., Unit 2  
Stouffville, ON L4A 2Z9  
Tel: (905) 640-3131  
Toll Free: 1-800-265-2888  
Fax: (905) 640-3606

5<sup>10</sup>pm Dec 16<sup>th</sup>

Attention: EMILY ATKINSON  
Fax #: 416-863-1716  
Date: 5pm Dec 16/05  
From: ADAM COX CELL 416-805-7778  
Total # of Pages: 1  
Re: ABSENT FROM Dec 17/05 - Dec 31/05!

Urgent  For Review Only  Please Reply  Please Sign & Return

Comments: VICTIM AND I AM DUE MY  
WAGES ~~late~~ by WAY OF INSURANCE  
CLAIM. Leave a MESSAGE AS TO  
WHAT IS EXPECTED OF ME / ALTERNATIVE  
DATE! Other than Dec 20/05 10AM

If you do not receive all pages, or it does not transmit clearly, please call  
(905) 640-3131 or 1-800-265-2888.

Our fax number is: (905) 640-3606

000139

**BENNETT JONES | LLP**

**M. Joanne MacMillan**  
Direct Line: 416.777.4629  
e-mail: macmillanj@bennettjones.ca  
Our File No.: 56445.1

**Emily Atkinson**  
Direct Line: 416.777.5740  
e-mail: atkinsonc@bennettjones.ca  
Our File No.: 56445.1

3400 One First Canadian Place  
PO Box 130  
Toronto Ontario  
Canada M5X 1A4  
Tel 416.863.1200  
Fax 416.863.1716  
www.bennettjones.ca

December 16, 2005

**Via Facsimile**

Adam Cox  
5917 Main Street Unit 2  
Stouffville, ON L4A 2Z9

Dear Mr. Cox:

**Re: Pandya v. Simpson *et al.***  
**Court File No. 05-CL-6159**

We are the solicitors of record for the plaintiff and for the receiver in the above-noted matter.

You are required to attend at the offices of Reporting Plus on December 20, 2005 at 10:00 a.m. for an examination under oath pursuant to the authority granted to the receiver in paragraph 18 of the Order of Justice Ground dated November 17, 2005 and paragraph 36 of the Order of Justice Farley dated December 15, 2005.

Reporting Plus is located at:

Valleywood Corporate Centre  
300 - 60 Columbia Way  
Markham, ON L3R 0C9

Tel: 905-477-0126

Yours truly,

*Bennett Jones LLP*

**BENNETT JONES LLP**

cc: Michael J. Quilling

**TAB M**

## BENNETT JONES | LLP

M. Joanne MacMillan  
Direct Line: 416.777.4629  
e-mail: macmillanj@bennettjones.ca  
Our File No.: 56445.1

Emily Atkinson  
Direct Line: 416.777.5740  
e-mail: atkinsone@bennettjones.ca  
Our File No.: 56445.1

3400 One First Canadian Place  
PO Box 130  
Toronto Ontario  
Canada M5X 1A4  
Tel 416.863.1200  
Fax 416.863.1716  
www.bennettjones.ca

December 19, 2005

**Via Facsimile**

Adam Cox  
5917 Main Street Unit 2  
Stouffville, ON L4A 2Z9

Dear Mr. Cox:

**Re: Pandya v. Simpson *et al.***  
**Court File No. 05-CL-6159**

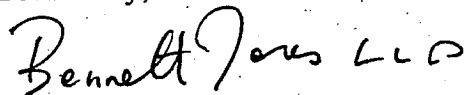
We acknowledge receipt of your fax dated December 16, 2005.

We confirm that we have left you two voice messages requesting that you contact us to confirm your conflict.

You are required by court order to attend at the offices of Reporting Plus in Markham, Ontario on December 20, 2005 at 10:00 a.m. for an examination under oath. Unless you confirm your conflict by 4:30 p.m. this afternoon, it will be assumed that you will be in attendance and the examination will go ahead as scheduled.

Enclosed is a Notice of Examination served upon you pursuant to the *Rules of Civil Procedure*.

Yours truly,



**BENNETT JONES LLP**

cc: Michael J. Quilling

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

**BETWEEN:**

**UDAYAN PANDYA**

**Plaintiff**

**-and-**

**COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS, SIMPSON & ASSOCIATES  
AND CAMEO INVESTMENTS**

**Defendants**

*In the Matter of the Class Proceedings Act, 1992*

**NOTICE OF EXAMINATION**

**TO: Adam Cox**

YOU ARE REQUIRED TO ATTEND FOR AN EXAMINATION for discovery on December 20, 2005 for a half day commencing at 10:00 a.m., at the office of Reporting Plus, Valleywood Corporate Centre, 300-60 Columbia Way, Markham Ontario (905) 477-0126.

YOU ARE REQUIRED TO BRING WITH YOU and produce at the examination the following documents and things:

All books, documents, accounts, contracts, letters, telegrams, facsimile transmissions, minutes, statements, records, bills, notes, memoranda, vouchers,

receipts, and copies of same in your possession or under your control, in any way relating to the matter or which are within the scope of this proceeding or have any reference thereto.

Dated: December 19, 2005

BENNETT JONES LLP  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, Ontario  
M5X 1A4

Lincoln Caylor/M. Joanne MacMillan  
Tel. (416) 777-6121/(416) 777-4629  
Fax: (416) 863-1716

Solicitors for the plaintiff

TO: Adam Cox  
5917 Main Street Unit 2  
Stouffville, ON L4A 2Z9

Tel: (905) 640-3131  
Fax: (905) 640-3606

**Pandya**  
Plaintiff

v.

**Simpson et al.**  
Defendants

Court file no. 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Proceeding Commenced at Toronto  
In the Matter of the *Class Proceedings Act, 1992*

**Notice of Examination**

**BENNETT JONES LLP**  
Suite 3400, P.O. Box 130  
One First Canadian Place  
Toronto, Ontario  
M5X 1A4

Lincoln Caylor/M. Joanne MacMillan  
LSUC #37030L/#43529J  
Tel. (416)777-6121/(416) 777-4629  
Fax: (416) 863-1716

Solicitors for the plaintiff



**TAB N**

R.S.C. 1985, c. C-46, s. 347

R.S.C. 1985, c. C-46, s. 347

**C**

Canada Federal Statutes

Criminal Code

Part IX -- Offences Against Rights of Property

Criminal Interest Rate

s 347.

Federal English Statutes reflect

amendments current to November 2, 2005

Federal English Regulations are current to

Gazette Vol. 139:23 (November 16, 2005)

347.

**347(1) Criminal interest rate**

Notwithstanding any Act of Parliament, every one who

- (a) enters into an agreement or arrangement to receive interest at a criminal rate, or
- (b) receives a payment or partial payment of interest at a criminal rate,

is guilty of

- (c) an indictable offence and is liable to imprisonment for a term not exceeding five years, or
- (d) an offence punishable on summary conviction and is liable to a fine not exceeding twenty-five thousand dollars or to imprisonment for a term not exceeding six months or to both.

**347(2) Definitions**

Copr. © West 2005 No Claim to Orig. Govt. Works

R.S.C. 1985, c. C-46, s. 347

R.S.C. 1985, c. C-46, s. 347

In this section,

**"credit advanced"** means the aggregate of the money and the monetary value of any goods, services or benefits actually advanced or to be advanced under an agreement or arrangement minus the aggregate of any required deposit balance and any fee, fine, penalty, commission and other similar charge or expense directly or indirectly incurred under the original or any collateral agreement or arrangement;

**"criminal rate"** means an effective annual rate of interest calculated in accordance with generally accepted actuarial practices and principles that exceeds sixty per cent on the credit advanced under an agreement or arrangement;

**"insurance charge"** means the cost of insuring the risk assumed by the person who advances or is to advance credit under an agreement or arrangement, where the face amount of the insurance does not exceed the credit advanced;

**"interest"** means the aggregate of all charges and expenses, whether in the form of a fee, fine, penalty, commission or other similar charge or expense or in any other form, paid or payable for the advancing of credit under an agreement or arrangement, by or on behalf of the person to whom the credit is or is to be advanced, irrespective of the person to whom any such charges and expenses are or are to be paid or payable, but does not include any repayment of credit advanced or any insurance charge, official fee, overdraft charge, required deposit balance or, in the case of a mortgage transaction, any amount required to be paid on account of property taxes;

**"official fee"** means a fee required by law to be paid to any governmental authority in connection with perfecting any security under an agreement or arrangement for the advancing of credit;

**"overdraft charge"** means a charge not exceeding five dollars for the creation of or increase in an overdraft, imposed by a credit union or caisse populaire the membership of which is wholly or substantially comprised of natural persons or a deposit taking institution the deposits in which are insured, in whole or in part, by the Canada Deposit Insurance Corporation or guaranteed, in whole or in part, by the Quebec Deposit Insurance Board;

**"required deposit balance"** means a fixed or an ascertainable amount of the money actually advanced or to be advanced under an agreement or arrangement that is required, as a condition of the agreement or arrangement, to be deposited or invested by or on behalf of the person to whom the advance is or is to be made and that may be available, in the event of his defaulting in any payment, to or for the benefit of the person who advances or is to advance the money.

### 347(3) Presumption

Where a person receives a payment or partial payment of interest at a criminal rate, he shall, in the absence of evidence to the contrary, be deemed to have knowledge of the nature of the payment and that it was received at a criminal rate.

### 347(4) Proof of effective annual rate

In any proceedings under this section, a certificate of a Fellow of the Canadian Institute of Actuaries stating that he has calculated the effective annual rate of interest on any credit advanced under an agreement or arrangement and setting out the calculations and the information on which they are based is, in the absence of evidence to the contrary, proof of the effective annual rate without proof of the signature or official character of the person appearing to have signed the certificate.

R.S.C. 1985, c. C-46, s. 347

R.S.C. 1985, c. C-46, s. 347

**347(5) Notice**

A certificate referred to in subsection (4) shall not be received in evidence unless the party intending to produce it has given to the accused or defendant reasonable notice of that intention together with a copy of the certificate.

**347(6) Cross examination with leave**

An accused or a defendant against whom a certificate referred to in subsection (4) is produced may, with leave of the court, require the attendance of the actuary for the purposes of cross-examination.

**347(7) Consent required for proceedings**

No proceedings shall be commenced under this section without the consent of the Attorney General.

**347(8) Application**

This section does not apply to any transaction to which the *Tax Rebate Discounting Act* applies.

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END OF DOCUMENT

Copr. © West 2005 No Claim to Orig. Govt. Works

**TAB O**

This is EXHIBIT NO. B  
 on the examination of  
Courtney Wallis  
Simpson  
 Held on 29 November 05

**PROMISSORY NOTE**

AMOUNT.....\$100,000.00  
 INTEREST.....NIL  
 DUE June 21, 2005 ( and weekly thereafter if agreed by AJAY PAHWA)  
 DATED June 28, 2005

**EXACT TRANSCRIPTION**

IN CONSIDERATION of the sum of (\$100,000.00) ONE HUNDRED THOUSAND Dollars, the undersigned does hereby agree to pay to AJAY PAHWA or as he may direct, the said sum of ONE HUNDRED THOUSAND Dollars PLUS A FEE OF TEN THOUSAND Dollars (\$10,000.00) bearing interest at the rate of NIL on June 21, 2005, when the said principal sum of ONE HUNDRED THOUSAND Dollars (\$100,000.00) PLUS A FEE OF TEN THOUSAND Dollars (\$10,000.00) shall become due and payable in full without delay.

It is also agreed and acknowledged that this promissory note will be automatically renewed for four (4) weeks, namely maturing on June 21, 2005, June 28, 2005, July 5,2005 and July 12,2005. The terms and conditions will be the same for each renewal. For completeness this PROMISSORY NOTE can be rolled or renewed for the same above terms only ( i.e. five (5) business days and the a minimum fee of \$10,000).

At each renewal (if agreed by AJAY PAHWA, and this note is not in default) a FEE OF TEN THOUSAND Dollars (\$10,000.00) will be assessed and undersigned agrees to pay by certified cheque on the date of registration (each renewal period for five (5) business days from the previous registration date (for example, after the June 21, 2005 registration, the next registration date is June 28, 2005, and following that is July 5,2005 and then July 12,2005)

The undersigned also agrees if the promissory note is renewed for additional terms, the fee of \$10,000.00 per renewal will be payable on the date of registration (ie due date), and in the event of non-payment for whatever reason, interest at 10% per day, compounded will be assessed in addition to the fee. Furthermore, in the event of non-payment for the principal or fee amounts, the undersigned will be responsible for all reasonable attorney fees and cost necessary for the collection of this note. For simplicity purposes, the undersigned also agrees to provide AJAY PAHWA post-dated cheques for the principal amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000), as well as 4 post-dated cheques of TEN THOUSAND (\$10,000) each with dates of June 21, 2005, June 28,2005, July 5, 2005, and July 12,2005

It is agreed and understood that Courtney Wallis Simpson, residing at 587 Cam Fella Blvd, Stouffville, Ontario, phone number (905)- 642- 4567, shall personally guarantee this note, as well as for York Management Group, with offices located at 24 Sandiford Drive, Stouffville. She shall agree to indebtedness for this Note on behalf of her company.

In addition, for the revolving promissory note, Courtney Wallis Simpson hereby agrees to have \$110,000.00 mortgage for each unit registered on her primary residence. This charge will be removed immediately once all the funds have been returned to AJAY PAHWA

Signed at \_\_\_\_\_, on 21st day of June, 2005

As of June 21, 2005, the undersigned hereby confirms three (3) \$100,000 promissory notes are in effect with a total principal value of \$300,000 (three hundred thousand dollars).

\_\_\_\_\_  
 Courtney Wallis Simpson

\_\_\_\_\_  
 York Management Group  
 Courtney Samantha Wallis Simpson  
 Authorized Signed Officer  
 I HAVE AUTHORITY TO BIND THE  
 CORPORATION

\_\_\_\_\_  
 Witness

Page 2 of Promissory Note Dated June 21, 2005

This new \$100,000 promissory note is comprised as follows:

\$60,000 due from Courtney Simpson for overdue fees  
\$40,000 cheque attached from Mr. Pahwa  
 \$100,000 total

It is also agreed that in total there are three (3) promissory notes outstanding each with a value of \$100,000, totaling \$300,000.

The following schedule of fees is agreed by Courtney Simpson:

June 24, 2005	\$20,000
June 28, 2005	\$10,000
June 30, 2005	\$20,000
July 5, 2005	\$10,000
July 8, 2005	\$20,000
July 12, 2005	\$10,000
July 15, 2005	\$20,000
July 19, 2005	\$10,000

In summary,

two promissory notes each valued at \$100,000 totalling \$200,000 will be automatically renewed for four (4) weeks at \$20,000 per week.

One promissory note each valued at \$100,000, will be automatically renewed for four (4) weeks at \$10,000 per week.

In the event that these notes are not renewed further, Courtney Wallis Simpson hereby agrees to return \$300,000 to Mr. Pahwa, as per the three \$100,000 promissory notes outstanding.

Courtney Wallis Simpson hereby also agrees if the units have not been renewed by July 19, 2005, and the \$300,000 in promissory notes have not be returned via certified funds to Mr. Ajay Pahwa, by July 21, 2005, she agrees that the registered mortgages will be exercised, and all costs associated with recovering the funds will be paid by Courtney Wallis Simpson without delay.

Any delay in receiving payment from the above schedule, or returning of principal sums will be considered default, and by signing below, Courtney Wallis Simpson, hereby acknowledges and agrees that Mona Hickey at Debra Sweetman's office will exercise and execute the registered mortgages for recovery of principal and overdue fees.

Further for everyday that payment is not received on the above scheduled date, an additional late fee of \$1,000 per day per promissory note will be enforced. For clarity, if the fees are 3 days late, the late fee would be \$3,000 per promissory note, or \$9,000 in total for the three days.

I hereby have read the above three pages and acknowledge and agree to all the terms and conditions stated.

Signed at \_\_\_\_\_, on 21st day of June, 2005

As of June 21, 2005, the undersigned hereby confirms three (3) \$100,000 promissory notes are in effect with a total principal value of \$300,000 (three hundred thousand dollars).

\_\_\_\_\_  
Courtney Wallis Simpson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
York Management Group

Courtney Samantha Wallis Simpson  
Authorized Signed Officer  
I HAVE AUTHORITY TO BIND THE  
CORPORATION



**TAB P**

Ontario

MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

LAND  
REGISTRY  
OFFICE #65

CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03715-0004 (1/1)

PAGE 1 OF 2  
PREPARED FOR KENL1234  
ON 2005/12/16 AT 16:35:11

PROPERTY DESCRIPTION: PT LT 30 PL 54 STOUFEVILLE; PT LT 31 PL 54 STOUFEVILLE; PT LT 40 PL 54 STOUFEVILLE; PT LT 41 PL 54 STOUFEVILLE PLS 1, 7, 65R2555 ; S/7 R221467, R221469  
WHITCHURCH-STOUFEVILLE

6072 MAIN STREET

RECENTLY:  
RE-ENTRY FROM 03715-0149

PIN CREATION DATE:  
1999/12/17

PROPERTY REMARKS:  
ESTATE/COLLATERAL:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

OWNER'S NAMES  
WALLIS SIMPSON, COURTNEY SAMANTHA

CAPACITY SHARE  
BENO

PARTIES FROM

PARTIES TO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
**EFFECTIVE	2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATION DATE* OF 1997/09/22 ON THIS PIN**			
**WAS REPLACED WITH THE		"PIN CREATION DATE" OF 1999/12/17**				
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1999/12/17 **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESERPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE				
**DATE OF CONVERSION TO		LAND TITLES: 1999/12/20 **				
NOTE: THE		NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY				
65R2511	1978/01/30	PLAN REFERENCE				C
65R2555	1978/03/21	PLAN REFERENCE				C
R221467	1978/04/14	TRANSFER EASEMENT				C
R221469	1978/04/14	TRANSFER EASEMENT				C
R224579	1978/06/23	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***		C
R225240	1978/07/04	AGREEMENT			THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFEVILLE	C

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

Ontario

MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

LAND  
REGISTRY  
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
03715-0004 (LT)

PAGE 2 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/16 AT 16:35:11

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
YR62629	2001/12/05	APPL OF SURV-LAND		*** COMPLETELY DELETED *** YOUNG, JEROME IGNATIUS (DECEASED)	YOUNG, ROSE MARIE	
YR608264	2005/03/07	TRANSFER REMARKS: PLANNING ACT STATEMENTS	\$579,900	*** COMPLETELY DELETED *** YOUNG, ROSE MARIE	WALLIS SIMPSON, COURTNEY SAMANTHA	C
YR608265	2005/03/07	CHARGE		*** COMPLETELY DELETED *** WALLIS SIMPSON, COURTNEY SAMANTHA	BERLINZON, MARIAN	
YR608874	2005/03/08	CHARGE	\$220,000	WALLIS SIMPSON, COURTNEY SAMANTHA	PAHWA, ADAY	C
YR642539	2005/05/26	DISCH OF CHARGE		*** COMPLETELY DELETED ***	BERLINZON, MARIAN	
		REMARKS: RE: YR608265				
YR658779	2005/06/28	NOTICE		PAHWA, ADAY	WALLIS SIMPSON, COURTNEY SAMANTHA	C
		REMARKS: YR608874				
YR695333	2005/09/01	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		
		REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)				
YR731760	2005/11/15	NOTICE		WEIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		
		REMARKS: RESTRAINING ORDER				
YR733817	2005/11/17	ABL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C

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

The applicant(s) hereby applies to the Land Registrar.

**Properties**

**PIN** 03715 - 0004 LT *Estate/Qualifier* Fee Simple Lt Conversion Qualified  
**Description** PT LT 30 PL 54 STOUFFVILLE; PT LT 31 PL 54 STOUFFVILLE; PT LT 40 PL 54  
 STOUFFVILLE; PT LT 41 PL 54 STOUFFVILLE PTS 1, 7, 65R2555 ; S/T  
 R221467,R221469 WHITCHURCH-STOUFFVILLE  
**Address** 6072 MAIN STREET  
 WHITCHURCH-STOUFFVILLE

**Chargor(s)**

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

**Name** WALLIS SIMPSON, COURTNEY SAMANTHA  
**Address for Service** 6072 MAIN STREET  
 STOUFFVILLE, ONTARIO

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

**Name** PAHWA, AJAY  
**Address for Service** 76 GLENAYR ROAD  
 RICHMOND HILL, ONTARIO  
 L4B 2B5

**Provisions**

**Principal** \$220,000.00 *Currency* CDN  
**Calculation Period**  
**Balance Due Date** ON DEMAND  
**Interest Rate**  
**Payments**  
**Interest Adjustment Date**  
**Payment Date**  
**First Payment Date**  
**Last Payment Date**  
**Standard Charge Terms** 200033  
**Insurance Amount** full insurable value  
**Guarantor**

**Additional Provisions**

THIS CHARGE IS FULLY OPEN.

**Signed By**

Edward Andrew Groves 103 Devondale Street acting for Chargor(s) Signed 2005 03 08  
 Courtice L1E 1Z9  
**Tel** 9054400136  
**Fax** 9056663750

**Submitted By**

ON LINE TITLES INC. 103 Devondale Street 2005 03 08  
 Courtice L1E 1Z9  
**Tel** 9054400136  
**Fax** 9056663750

LRO # 65 Charge/Mortgage

Registered as YR608874 on 2005 03 08 at 13:30

000153

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**Properties**

**PIN** 03715 - 0004 LT *Estate/Qualifier* Fee Simple Lt Conversion Qualified  
**Description** PT LT 30 PL 54 STOUFFVILLE; PT LT 31 PL 54 STOUFFVILLE; PT LT 40 PL 54  
STOUFFVILLE; PT LT 41 PL 54 STOUFFVILLE PTS 1, 7, 65R2555 ; S/T  
R221467,R221469 WHITCHURCH-STOUFFVILLE  
**Address** 6072 MAIN STREET  
STOUFFVILLE

**Consideration**

**Consideration** \$0.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

**Name** PAHWA, AJAY  
**Address for Service** 76 GLENAYR ROAD  
RICHMOND HILL, ONTARIO  
L4B 2B4

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

**Party To(s)**

	<i>Capacity</i>	<i>Share</i>
<b>Name</b> WALLIS SIMPSON, COURTNEY SAMANTHA	Capacity: N/A	
<b>Address for Service</b> 6072 MAIN STREET STOUFFVILLE, ONTARIO		

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

**Statements**

This notice may be deleted by the Land Registrar when the registered instrument, YR608874 registered on 2005/03/08 to which this notice relates is deleted

Schedule: I, AJAY PAHWA, HAVING AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY IN THE CHARGE REGISTERED ON MARCH 8, 2005 AS YR 608874, IN THE NAME OF COURTNEY SAMANTHA WALLIS SIMPSON, IN RESPECT OF THE LAND IN PIN 03715-0004 AND HEREBY APPLIES UNDER SECTION 71 OF THE LAND TITLES ACT FOR THE ENTRY OF A NOTICE OF AGREEMENT AMENDING CHARGE AS FOLLOWS: THE PRINCIPAL AMOUNT IS AMENDED TO \$440,000.00.

This document relates to registration no.(s)YR608874

**Signed By**

Edward Andrew Groves 103 Devondale Street acting for Applicant(s) Signed 2005 06 28  
Courtice L1E 1Z9  
Tel 9054400136  
Fax 9056663750

**Submitted By**

ON LINE TITLES INC. 103 Devondale Street 2005 06 28  
Courtice L1E 1Z9  
Tel 9054400136  
Fax 9056663750

**Fees/Taxes/Payment**

**Statutory Registration Fee** \$60.00  
**Total Paid** \$60.00

000155

Ontario  
 MINISTRY OF  
 CONSUMER AND  
 BUSINESS  
 SERVICES

LAND  
 REGISTRY  
 OFFICE #65

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \*  
 03710-0193 (17)

PAGE 1 OF 2  
 PREPARED FOR KENT1234  
 ON 2005/12/16 AT 16:35:51

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

STUFFERE STREET

PROPERTY DESCRIPTION: PT LTS 49 & 50, PL 70 STOUFVILLE, PT 2, 65R25634, WHITCHURCH-STOUFVILLE;

PROPERTY REMARKS: CONSENT TO SEVERANCE IN YR303549

ESTATE/QUALIFIER: RECENTLY:  
 PER SIMPLE DIVISION FROM 03710-0086  
 IN CONVERSION QUALIFIED

PIN CREATION DATE:  
 2003/06/03

OWNERS' NAMES  
 WALLIS- SIMPSON, COURTNEY SAMANTHA

CAPACITY SHARE  
 BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/06/03 **				
** SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, EXCEPT		PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**		SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT				
**		AND RESERVATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE		LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LERAS TO WHICH THE SUBSECTION 70(2) OF THE		REGISTRY ACT APPLIES.		
**		DATE OF CONVERSION TO LAND TITLES: 1999/12/20 **				
NOTE: THE NO DEALINGS		INDICATOR IS IN EFFECT ON THIS PROPERTY				
65R25634	2003/01/14	PLAN REFERENCE		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFVILLE		C
YR303291	2003/05/22	NOTICE		*** COMPLETELY DELETED ***	WALMSLEY, ROBERT	C
YR303682	2003/05/22	TRANSFER		*** COMPLETELY DELETED ***	WALMSLEY, GISELA	C
YR347782	2003/08/26	BYLAN DEEM PLAN		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFVILLE		C
YR375271	2003/10/17	TRANSFER	\$200,000	WALMSLEY, GISELA	WALLIS- SIMPSON, COURTNEY SAMANTHA	C
		REMARKS: PLANNING ACT STATEMENTS		*** COMPLETELY DELETED ***		
YR386900	2003/11/10	CHARGE		WALLIS SIMPSON, COURTNEY SAMANTHA	HSBC BANK CANADA	
YR422990	2004/01/30	CHARGE		*** COMPLETELY DELETED ***	SNAPR, BARRY	

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



MINISTRY OF  
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REGISTRY  
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
03710-0193 (LT)

PAGE 2 OF 2  
PREPARED FOR KENT1234  
ON 2005/12/16 AT 16:35:51

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHRT / CHRD
YR598914	2005/02/10	DISCH OF CHARGE		*** COMPLETELY DELETED ***	SNAPER, BARRY	C
REMARKS: RE: Y6422990					PAHWA, AJAY	
YR598943	2005/02/10	CHARGE	\$210,000	WALLIS - SIMPSON, COURTNEY SAMANTHA	HSBC BANK CANADA	C
YR623690	2005/04/14	DISCH OF CHARGE		*** COMPLETELY DELETED ***		C
REMARKS: RE: Y6386900						
YR695317	2005/09/01	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/1000-636)						
YR731762	2005/11/15	NOTICE		WRIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		C
YR733817	2005/11/17	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C
REMARKS: RESTRAINING ORDER						

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



MINISTRY OF  
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SERVICES

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REGISTRY  
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
03710-0194 (17)

PAGE 1 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/16 AT 16:36:33

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \*

STUFFERAL STREET

PROPERTY DESCRIPTION: PT LNS 49 & 50, PL 70 STOUFEVILLE, PT 3, 65R25634; WHITCHURCH-STOUFEVILLE;

PROPERTY REMARKS:

REGENTLY:  
DIVISION FROM 03710-0086

PIN CREATION DATE:  
2003/06/03

ESRPTS/OULIETTES:  
FEE SIMPSON  
IF CONVERSION QUALIFIED

CAPACITY SHARE  
BENO

OWNERS' NAMES  
WALLIS-SIMPSON, COURTNEY SAMANTHA

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
**	PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/06/03 **				
**	SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**	DATE OF	CONVERSION TO LAND TITLES: 1999/12/20 **				
NOTE:	THE NO	DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY				
65R25634	2003/01/14	PLAN REFERENCE		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFEVILLE		C
YR303291	2003/05/22	NOTICE		*** COMPLETELY DELETED *** NEWARCH, STANLEY		C
YR303550	2003/05/22	TRANSFER		*** COMPLETELY DELETED *** WALMSLEY, GISELA	WALMSLEY, GISELA	C
		REMARKS: PLANNING ACT STATEMENTS		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFEVILLE		C
YR347782	2003/08/26	BYLAW DEEM PLAN		WALMSLEY, GISELA		C
YR375271	2003/10/17	TRANSFER	\$200,000	*** COMPLETELY DELETED *** WALLIS-SIMPSON, COURTNEY SAMANTHA WALLIS SIMPSON, COURTNEY SAMANTHA	WALLIS-SIMPSON, COURTNEY SAMANTHA	C
		REMARKS: PLANNING ACT STATEMENTS				
YR386900	2003/11/10	CHANGE		*** COMPLETELY DELETED ***	HSBC BANK CANADA	C
YR422990	2004/01/20	CHARGE		*** COMPLETELY DELETED ***		C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR598914	2005/02/10	DISCH OF CHARGE		WALLIS- SIMPSON, COURTNEY SAMANTHA	SNAPER, BARRY	
	REMARKS: RE: YR422990			*** COMPLETELY DELETED ***	SNAPER, BARRY	
YR598943	2005/02/10	CHARGE	\$210,000	WALLIS- SIMPSON, COURTNEY SAMANTHA	PARWA, AJAY	C
YR623690	2005/04/14	DISCH OF CHARGE		*** COMPLETELY DELETED ***	HSBC BANK CANADA	
	REMARKS: RE: YR386900					
YR695317	2005/09/01	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
	REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/1000-636)					
YR731763	2005/11/15	NOTICE		WRIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		C
YR733817	2005/11/17	APL COURT ORDER REMARKS: RESTRAINING ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C

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

LRO # 65 Charge/Mortgage

Registered as YR598943 on 2005 02 10 at 15:53

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

**Properties**

PIN 03710 - 0193 LT Estate/Qualifier Fee Simple Lt Conversion Qualified  
 Description PT LTS 49 & 50, PL 70 STOUFFVILLE, PT 2, 65R25634; WHITCHURCH-STOUFFVILLE;  
 Address WHITCHURCH-STOUFFVILLE

PIN 03710 - 0194 LT Estate/Qualifier Fee Simple Lt Conversion Qualified  
 Description PT LTS 49 & 50, PL 70 STOUFFVILLE, PT 3, 65R25634; WHITCHURCH-STOUFFVILLE;  
 Address WHITCHURCH-STOUFFVILLE

**Chargor(s)**

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

Name WALLIS- SIMPSON, COURTNEY SAMANTHA  
 Address for Service 589 CAM FELLA BLVD.,  
 STOUFFVILLE, ONTARIO  
 L0H 1L0

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

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

**Chargee(s)**

Capacity

Share

Name PAHWA, AJAY  
 Address for Service 76 GLENAYR RD.,  
 RICHMOND HILL, ONTARIO  
 L4B 2V5

**Provisions**

Principal \$210,000.00 Currency CDN  
 Calculation Period  
 Balance Due Date DUE ON DEMAND  
 Interest Rate  
 Payments  
 Interest Adjustment Date  
 Payment Date  
 First Payment Date  
 Last Payment Date  
 Standard Charge Terms 200033  
 Insurance Amount full insurable value  
 Guarantor

**Signed By**

Edward Andrew Groves 103 Devondale Street acting for Chargor(s) Signed 2005 02 10  
 Courtice L1E 1Z9

Tel 9054400136  
 Fax 9056663750

**Submitted By**

ON LINE TITLES INC. 103 Devondale Street  
 Courtice L1E 1Z9

Tel 9054400136  
 Fax 9056663750

2005 02 10

LRO # 65 Charge/Mortgage

Registered as YR598943 on 2005 02 10 at 15:53  
yyyy mm dd Page 2 of 2

000160

The applicant(s) hereby applies to the Land Registrar.

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

ANDS FIRSTLY

Abstract Index  
Répertoire par lot

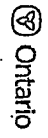
9 KANDAGAMA LAKE ROAD  
DORSET, ONTARIO

Ontario

Lot 1 SHERBORNE Plan / Concession 13 Page 36

Registration Number Numéro d'inscription	Instrument Type Type d'acte	Registration Date Date d'inscription YYYY MM JJ	Parties from Parties de	Parties to Parties à	Consideration Contrepartie	Land/Remarks Bien-fonds / Observations
	DEPOSIT	2002 05 30	see DEPOSIT No: 240056			Re: 42492 (Proof of Death for GRAHAM, Joseph)
240057	TRANSFER	2002 05 30	GRAHAM, Mary	GRAHAM, Mary GRAHAM, Allan Robert/JT	2.00	As in 42492, Save and Except Part 18, RD-56
	DEPOSIT	2002 05 31	see DEPOSIT No. 240085			Re: 111475, 124406
240086	TRANSFER (QC)	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	REIDT, Lyle W. REIDT, Mary Helen /JT	nil	Firstly: Part 2, 19R-3154
240087	TRANSFER (QC)	2002 05 31	REIDT, Lyle W. REIDT, Mary Helen	WALKER, John Sidney WALKER, Beryle Olive /JT	nil	Part 1, 19R-3154
240088	TRANSFER	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	SIMPSON, Courtney Mallis - see photo	257,911.57	Firstly: Parts 1,7, 19R-3154 Planning Act Statements
240089	CHARGE	2002 05 31	SIMPSON, Courtney Mallis	THE ROYAL BANK OF CANADA - see photo	238,380.00	Firstly: Parts 1,7, 19R-3154 Re: 161157
	DEPOSIT	2002 10 31	see DEPOSIT No. 243224			
243226	TRANSFER	2002 10 31	ANNIS, Anna May	FLYNN, Richard John FLYNN, Nancy Elizabeth /JT	254,000.00	Firstly - Part 9, 19R-4768 Planning Act Statements
243227	CHARGE	2002 10 31	FLYNN, Richard John FLYNN, Nancy Elizabeth	CIBC MORTGAGES INC., trading as Firstline Mortgages	190,500.00	Firstly - Part 9, 19R-4768
243268	TRANSFER	2002 11 01	BALLESTRIN, Gino	TIEMAN, Andre TIEMAN, Jane Frances /JT	89,000.00	Firstly - As in 140402 Secondly - Part 3, 19R-4214
243269	CHARGE	2002 11 01	TIEMAN, Andre TIEMAN, Jane Frances	THE TORONTO-DOMINION BANK	66,750.00	Firstly - As in 149402 Secondly - Part 3, 19R-4214

Abstract Index  
Répertoire par lot



SHERBORNE TOWNSHIP

Lot 1

XXXX / Concession

13

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Registration Number de l'inscripteur	Instrument Type Type d'acte	Registration Date Date d'insc. (YY MM JJ)	Parties from Parties de	Parties to Parties à	Consideration Contrepartie	Land/Remarks Bien-fonds / Observations
	DEPOSIT	2002 11 21	see Deposit No. 243595			Re: 243223
	DEPOSIT	2003 01 14	see DEPOSIT No. 244366			Re: 182223 (Proof of Death for BLACKLEY, Roberta Mary Ann)
244367	TRANSFER	2003 01 14	BLACKLEY, David James	BLACKLEY, David James	nil	As in 182223
247727	CHARGE	2003 07 28	FREBERG, Donna Louise MYROZUB, William Thomas	ROYAL BANK OF CANADA	75,000.00	As in 219707
Discharge by # 259229 2003/02/21						
250228	CHARGE	2003 11 14	SIMPSON, Courtney-Mattis	HSBC BANK CANADA	2,400,000.00	Firstly: Parts 1, 7, 10R, 2154
Discharge by # 259534 2005/03/05 KR						
	DEPOSIT	2004 02 18	see Deposit No. 251830			Re: 243226 (Proof of Death for FLYNN, Richard John Patrick)
251831	TRANSFER	2004 02 18	FLYNN, Nancy Elizabeth	FLYNN, Nancy Elizabeth	2.00	Firstly - Part 9, 19R-4768
255275	TRANSFER	2004 08 04	ROSS, Mary-Helen	ROSS, Mary-Helen	nil	As in 222897
255276	CHARGE	2004 08 04	MCVICAR, Joseph Edwin ROSS, Mary-Helen	THE BANK OF NOVA SCOTIA	96,750.00	As in 222897
255970	CHARGE	2004 09 07	RABJOHN, Ross E.	THE BANK OF NOVA SCOTIA	100,000.00	Firstly: Part 1, RD 167 Secondly: Part 2, RD 167
259537	CHARGE	2005 03 09	SIMPSON, Courtney-Mattis	PAWA, Ajay - see p. 510	220,000.00	Firstly: Parts 1, 7, 10R-3154
262178	CHARGE	2005 07 18	DAVIES, Adrian GWilym PRATT, George Frank William	THE TORONTO-DOMINION BANK	85,000.00	As in 229020, Tog. with ROW
262549	TRANSFER	2005 09 04	FEATHERSTONE, Joan	MOORE, Judith Marie	150,000.00	ROW (As in 189493)
ESTEREO 5 Estate 2005/09/04						

10221 (06/99)

FORM 1

Continued on/ suite à la page 38

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Répertoire par lot

Ontario

TOWNSHIP SHERBORNE

Lot 1

Concession 13

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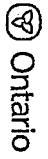
Registration Number d'inscription	Instrument Type Type d'acte	Registration Date Date d'enregistrement YYYY MM DD	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds/Observations
263355	CERTIFICATE	2005 09 12		TOWNSHIP OF ALGONQUIN HIGH LANDS <i>- see photo</i>	9,098.35	Re: Firstly - Parts 1, 7, 19B-3154
263604	TRANSFER	2005 09 23	BLACKLEY, James David BLACKLEY, Heather Lily	BLACKLEY, James David	nil	As in 212285
263605	CHARGE	2005 09 23	BLACKLEY, James David	THE TORONTO-DOMINION BANK	150,000.00	As in 212285
				WATKINSON/BARNES TITLES LIMITED P.O. BOX-1381, BRACEBRIDGE, ONTARIO R1L 1V5		
						NOV. 18/05 8:30 AM

*Handwritten signature*

**LAWS SECONDLY**

Abstract Index  
Repertoire par lot

**91 KANSASIANA LAKE ROAD  
DURSET, ONTARIO**



ORIGINAL SHORE ROAD ALLOWANCE TFO Lot 1

SHERBORNE

XXXX / Concession 13

Page 1 (b)

Registration Number Instrument Type Date of registration YY MM DD	Registration Date Date of registration YY MM DD	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land / Remarks Bien-fonds / Observations
235617 TRANSFER	2001 08 30	DAMM, Henry DAMM, Helen	DAVIES, Derris McLean DAVIES, Frederick Arthur / JT	320,000.00	Secondly - Parts 2,3, 19R-3532 Planning Act Statements
235618 CHARGE	2001 08 30	DAVIES, Derris McLean DAVIES, Frederick Arthur	THE BANK OF NOVA SCOTIA	225,000.00	Secondly - Parts 2,3, 19R-3532
 DEPOSIT	2002 05 31	see DEPOSIT No. 240085			Re: 111475, 124406
240086 TRANSFER (OC)	2002 05 31	WALKER, John Sidney WALKER, Mary Helen	REIDT, Lyle W. REIDT, Mary Helen / JT	nil	Secondly: Part 3, 19R-3154
240088 TRANSFER	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	SIMPSON, Courtney Mallis -see photo	257,911.57	Secondly: Part 6, 19R-3154 Planning Act Statements
240089 CHARGE	2002 05 31	SIMPSON, Courtney Mallis	THE ROYAL BANK OF CANADA -see photo	238,380.00	Secondly: Part 6, 19R-3154
250228 CHARGE	2002 11 14	SIMPSON, Courtney Mallis Discharge by # 259536	HSBC BANK CANADA -see photo	2,400,000.00	Secondly: Part 6, 19R-3154
259537 CHARGE	2005 03 09	SIMPSON, Courtney Mallis	PARVA, Ajay -see photo	220,000.00	Secondly: Part 6, 19R-3154
262178 CHARGE	2005 07 18	DAVIES, Adrian Gwilym PRATT, George Frank William	THE TORONTO-DOMINION BANK	85,000.00	ROW
263355 CERTIFICATE	2005 09 12		TOWNSHIP OF ALGONQUIN HIGHLANDS -see photo	9,098.35	Re: Secondly - Part 6, 19R-3154
263604 TRANSFER	2005 09 23	BLACKLEY, James David BLACKLEY, Heather Lily	BLACKLEY, James David	nil	As in 212285
263605 CHARGE	2005 09 23	BLACKLEY, James David	THE TORONTO-DOMINION BANK	150,000.00	As in 212285



FOR OFFICE USE ONLY	Number <b>240088</b> <b>CERTIFICATE OF REGISTRATION</b> MAY 31 2002 HALIBURTON <i>Cheryl Howe</i> MINDEN <i>Land Registrar</i> New Property Identifiers	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages			
	(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>				
	(4) Consideration Two hundred fifty seven thousand nine hundred and eleven dollars and twenty five cents and eleven dollars and twenty five cents <i>fifty seven</i> Dollar \$ <b>257,911.<sup>57</sup><sub>25</sub></b>					
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> <b>FIRSTLY: Part of Lot 1, Concession 13, Township of Sherborne, County of Haliburton, designated as Parts 1 &amp; 7, Plan <del>35R-3154</del> 1 13</b> <b>SECONDLY: Part of the OSRA in front of Lot 1 &amp; Concession said Township of Sherborne, designated as Part 6, Plan 19R-3154, closed by By-law 35, Registered as #12.</b>					
	Executions Additional: See Schedule <input type="checkbox"/>					
(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple					
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that We are spouses of one another.						
Name(s)		Signature(s)		Date of Signature Y M D		
WALKER, John Sidney		<i>John Sidney Walker</i>		2002 05 27		
WALKER, Beryle Olive		<i>Beryle Olive Walker</i>		2002 05 27		
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction. Name(s) Signature(s) Date of Signature Y M D						
(10) Transferor(s) Address for Service <b>148 Hunters Bay Drive, Huntsville, Ontario P1H 1M9</b>						
(11) Transferee(s)				Date of Birth Y M D		
SIMPSON, Courtney Wallis				1965 05 20		
(12) Transferee(s) Address for Service <b>General Delivery, Dorset, Ontario P0A 1E0</b>						
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.						
Signature <i>John Sidney Walker</i>		Date of Signature Y M D 2002 05 27		Signature <i>Beryle Olive Walker</i>		
Signature <i>Beryle Olive Walker</i>		Date of Signature Y M D 2002 05 27		Signature <i>[Signature]</i>		
Name and Address of Solicitor David R. Currie, Thoms & Currie 6 Main Street West Huntsville, Ontario P1H 2E1		(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.				
Name and Address of Solicitor Thomas Pinckard 106 Main St. EPO Box 5500, Huntsville, Ontario, P1H 2K8		Date of Signature Y M D 2002 05 30				
(15) Assessment Roll Number of Property Cty. 46 Mun. 21 Map 011 Sub. 000 Par. 04100		(16) Municipal Address of Property 9 Kawagama Lake Road Dorset, Ontario, Ontario P0A 1E0		(17) Document Prepared by: David R. Currie Thoms & Currie Barristers & Solicitors 6 Main Street West Huntsville, Ontario P1H 2E1 <i>Walker</i>		
				Fees and Tax Registration Fee <b>6000</b> Land Transfer Tax <b>2343.67</b> Total <b>2403.67</b>		



# Charge/Mortgage of Land

Form 2 -- Land Registration Reform Act

B  
000166

FOR OFFICE USE ONLY

Number **240089**  
CERTIFICATE OF REGISTRATION

14:09  
MAY 31 2002

HALIBURTON *Cheryl Anne*  
MINDEN Land Registrar

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry  Land Titles  (2) Page 1 of 1 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Principal Amount  
TWO HUNDRED THIRTY-EIGHT THOUSAND  
THREE HUNDRED EIGHTY-----Dollars \$ 238,380.00

(5) Description  
FIRSTLY: Part Lot 1, Concession 13, designated Parts 1 and 7, Plan 19R-3154, Township of Sherborne County of Haliburton  
SECONDLY: Part of the OSRA in front of Lot 1, Concession 13, said Township of Sherborne designated as Part 6, Plan 19R-3154, closed by By-Law 35, Registered as #12

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for Description  Additional Parties  Other  (7) Interest/Estate Charged Fee Simple

(8) Standard Charge Terms - The parties agree to be bound by the provisions in Standard Charge Terms filed as number 20017 and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions (a) Principal Amount \$ 238,380.00 (b) Interest Rate See Box 10 % per annum (c) Calculation Period semi-annually not in advance

(d) Interest Adjustment Date: 2002 05 31 (e) Payment Date and Period: 30th monthly (f) First Payment Date: 2002 06 30

(g) Last Payment Date: 2003 05 31 (h) Amount of Each Payment: ONE THOUSAND ONE HUNDRED NINETY-THREE AND - 39/100 Dollars \$1,193.39

(i) Balance Due Date: 2003 05 31 (j) Insurance: FULL REPLACEMENT VALUE Dollars \$

(10) Additional Provisions  
The interest rate for this Charge is the Prime Rate Minus 0.500%. This Charge is made in pursuance of the NHA. This Charge is an open, Variable Rate Mortgage and is repayable in blended instalments of principal and interest until the Balance Due Date. Continued on Schedule

(11) Chargor(s) The chargor hereby charges the land to the chargee and certifies that the chargor is at least eighteen years old and that I am a spouse and the person consenting below is my spouse.

The chargor(s) acknowledge(s) receipt of a true copy of this charge.  
Name(s) SIMPSON, Courtney Wallis  
Signature(s) *[Signature]*  
Date of Signature: 2002 05 30

(12) Spouse(s) of Chargor(s) I hereby consent to this transaction.  
Name(s) SIMPSON, Kenneth Wayne  
Signature(s) *[Signature]*  
Date of Signature: 2002 05 30

(13) Chargor(s) Address for Service: General Delivery, Dorset, Ontario P0A 1E0

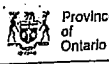
(14) Chargee(s)  
THE ROYAL BANK OF CANADA

(15) Chargee(s) Address for Service: Personal Service Centre, 180 Wellington Street West, 2nd Floor Toronto, Ontario M5J 1J1

(16) Assessment Roll Number of Property: 46 21 011 000 04100

(17) Municipal Address of Property: 9 Kawagama Lake Road Dorset, Ontario P0A 1E0  
(18) Document Prepared by: Thomas C. Pinckard P. O. Box 5500 Huntville, Ontario P1H 2K8 Northern

Fees	
Registration Fee	6000
Total	6000



# Charge/Mortgage of Land

Form 2 — Land Registration Reform Act

LD Process Software Ltd. (416) 222-0111

File Page 1 of 1 pages

**B**  
000167

**FOR OFFICE USE ONLY**

259537  
**CERTIFICATE OF REGISTRATION**  
 MAR 09 2005  
 HALIBURTON Charge House  
 No. 19  
 MINDEN Land Registrar

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry  Land Titles  (2) Page 1 of 1 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Principal Amount  
**TWO HUNDRED TWENTY THOUSAND-** Dollars \$ 220,000.00

(5) Description  
**FIRSTLY: PART OF LOT 1, CONCESSION 13, DESIGNATED AS PARTS 1 AND 7, PLAN 19R-3154**  
**SECONDLY: PART OF THE OSRA IN FRONT OF LOT 1, CONCESSION 13, DESIGNATED AS PART 6, PLAN 19R-3154, CLOSED BY BY-LAW 36, REGISTERED AS NO. 12, TOWNSHIP OF SHERBORNE, COUNTY OF HALIBURTON**

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Charged Fee Simple

(8) Standard Charge Terms — The parties agree to be bound by the provisions in Standard Charge Terms filed as number **9320** and the Chorgor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions		(b) Interest Rate	(c) Calculation Period
(a) Principal Amount \$ <b>220,000.00</b>		% per annum	Y M D
(d) Adjustment Date	Y M D	(e) Payment Date and Period <b>ON DEMAND</b>	(f) First Payment Date Y M D
(g) Last Payment Date		(h) Amount of Each Payment	Dollars \$
(i) Balance Due Date		(j) Insurance <b>FULL INSURABLE VALUE</b>	Dollars \$

(10) Additional Provisions

Continued on Schedule

(11) Chorgor(s) The chorgor hereby charges the land to the chargee and certifies that the chorgor is at least eighteen years old and that **I AM A SPOUSE, I AM NOT SEPARATED FROM MY SPOUSE. THE PROPERTY CHARGED IS NOT ORDINARILY OCCUPIED BY ME AND MY SPOUSE AS OUR MATRIMONIAL HOME "FAMILY RESIDENCE"**

The chorgor(s) acknowledge(s) receipt of a true copy of this charge.

Name(s) **SIMPSON, Courtney Wallis** Signature(s) Date of Signature Y M D **2005 03 04**

(12) Spouse(s) of Chorgor(s) I hereby consent to this transaction.

Name(s) Signature(s) Date of Signature Y M D

(13) Chorgor(s) Address for Service **587 CAM FELLA BOULEVARD, STOURVILLE, ONTARIO, L0H 1L0**

(14) Chargee(s) **PAIWA, Ajay**

(15) Chargee(s) Address for Service **76 GLENAYR ROAD, RICHMOND HILL, ONTARIO, L4B 2V5**

(16) Assessment Roll Number of Property	Cty. 40	Mun. 21	Map 011	Sub. 000	Par. 04100
---	---------	---------	---------	----------	------------

(17) Municipal Address of Property **9 KAWAGAMA LAKE ROAD DORSET, ONTARIO P0A 1E0**

(18) Document Prepared by: **Debra J. Sweetman 340 Byron Street South Whitby, Ontario. L1N 4P8**

*Not Here*

**FOR OFFICE USE ONLY**

Fees	
Registration Fee	<b>6000</b>
Total	<b>6000</b>

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">263355</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF REGISTRATION</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">SEP 12 2005</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">14:25</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">HALIBURTON NO. 19 MINDEN</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Change of Name Land Registrar</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 1 pages <span style="float: right;">KR</span></p>													
	<p>(3) Property Identifier(s) Block Property</p>	<p>Additional: See Schedule <input type="checkbox"/></p>													
	<p>(4) Nature of Document</p>	<p>Tax Arrears Certificate Municipal Act, 2001</p>													
	<p>(5) Consideration</p>	<p>N/A Dollars \$ N/A</p>													
	<p>(6) Description</p>	<p>FIRSTLY: Part Lot 1, Concession 13 Geographic Township of Sherborne In the Township of Algonquin Highlands County of Haliburton (No 19) Designated as Parts 1 &amp; 7 on Reference Plan 19R3154 SECONDLY: Part of the OSRA in front of Lot 1, Concession 13 Geographic Township of Sherborne In the Township of Algonquin Highlands County of Haliburton (No 19) Designated as Part 6 on Reference Plan 19R3154</p>													
	<p>Executions</p>	<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains</p>	<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>											
<p>(8) This Document provides as follows:</p> <p>The person signing in Box 10 hereby verifies that all or part of tax arrears in the amount of \$9,098.35 were owing on the 31<sup>st</sup> day of December, 2004 and at least part of such amount plus any additional real property taxes and costs are still owing to the municipality or board named in Box 10 and that the land described in this document will be sold by public sale if the cancellation price is not paid within one year following the date of registration of this document.</p> <p>Notes:</p> <p>A. The time period for paying the cancellation price may be extended if the municipality or board authorizes an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of the land before the expiry of the one-year period.</p> <p>B. The cancellation price will be calculated as of the date that the amount of the tax arrears are paid to the municipality or board and will be higher than the amount set out above.</p> <p>C. If there is no successful purchaser at the public sale, the land, upon registration of a notice of vesting, will vest in the municipality or board.</p> <p>D. Any inquiries relating to this matter may be directed to the municipality or board named in Box 10 at the address shown in Box 11.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>															
<p>(9) This Document relates to instrument number(s) <u>N/A</u></p>															
<p>(10) Party(ies) (Set out Status or Interest)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name(s)</th> <th style="width: 20%;">Signature(s)</th> <th style="width: 30%;">Date of Signature</th> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Y M D</td> </tr> </thead> <tbody> <tr> <td>THE CORPORATION OF THE TOWNSHIP OF ALGONQUIN HIGHLANDS</td> <td style="text-align: center;"><i>Sheila Griffin</i></td> <td style="text-align: center;">2005 08 31</td> </tr> <tr> <td></td> <td style="text-align: center;">Sheila Griffin Treasurer/Tax Collector Treasurer or Authorized Officer or employee of the Municipality or Board I have authority to bind the Corporation</td> <td></td> </tr> </tbody> </table>				Name(s)	Signature(s)	Date of Signature			Y M D	THE CORPORATION OF THE TOWNSHIP OF ALGONQUIN HIGHLANDS	<i>Sheila Griffin</i>	2005 08 31		Sheila Griffin Treasurer/Tax Collector Treasurer or Authorized Officer or employee of the Municipality or Board I have authority to bind the Corporation	
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<p>(11) Address For Service <u>R.R. #2, North Shore Road, Minden, Ontario K0M 2K0</u></p>															
<p>(12) Party(ies) (Set out Status or Interest)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name(s)</th> <th style="width: 20%;">Signature(s)</th> <th style="width: 30%;">Date of Signature</th> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Y M D</td> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">N/A</td> </tr> </tbody> </table>				Name(s)	Signature(s)	Date of Signature			Y M D	N/A					
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		Y M D													
N/A															
<p>(13) Address For Service <u>N/A</u></p>															
<p>(14) Municipal Address of Property</p> <p>Not Assigned</p>	<p>(15) Document Prepared by:</p> <p style="text-align: center;"><i>Douthern</i></p> <p>Realtax Inc. P.O. Box 95501 350 Davis Drive Newmarket, Ontario L3Y 2N6</p> <p>Roll No. 46 21 011 000 04100 0000 File No. HNAH05-02</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td>Registration Fee</td> <td style="text-align: center;">60.00</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;"><b>60.00</b></td> </tr> </tbody> </table>		Fees and Tax		Registration Fee	60.00			<b>Total</b>	<b>60.00</b>				
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<b>Total</b>	<b>60.00</b>														

**TAB Q**

## NOTICE OF SALE UNDER MORTGAGE

To: COURTNEY SAMANTHA WALLIS-SIMPSON  
 6072 Main Street (Whitchurch-Stouffville)  
 Stouffville, Ontario  
 L4A 1B8

AND TO all those persons listed in Schedule "A" hereto

TAKE NOTICE that default has been made in payment of the moneys due under a certain Charge/ Mortgage of Land dated the 8th day of March, 2005 and the 28<sup>th</sup> day of June, 2005 made between

AJAY PAHWA

as Chargor

- and -

COURTNEY SAMANTHA WALLIS-SIMPSON

as Chargee

upon the following property, namely:

Part Lots 49 and 50, Plan 70 Stouffville, Part 2, 65R25634; Whitchurch-Stouffville, Town of Whitchurch-Stouffville, Regional Municipality of York, Land Title Office No. (65)  
 PIN 03710-0193 (LT)

The Charge/Mortgage of Land ("the mortgage") was registered the 10th day of February, 2005 in the Land Registry Office for the Land Titles Division of York Region (No. 65) Newmarket as Instrument No. YR598943.

The Charge/Mortgage is pursuant to demand which was made on the 27<sup>th</sup> day of May, 2005.

AND I hereby give you notice that the amount now due on the mortgage for principal money, interest, and costs respectively, are as follows:

mortgage principal balance after credit for principal payments received	\$ 210,000.00
for costs (including 7% GST)	<u>2,675.00</u>
Total due November 10, 2005	<u>\$212,675.00</u>

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper).

*Notice of Sale Under Mortgage*


2

AND unless the said sums are paid on or before the 22nd day of December, 2005, I shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated at Toronto, Ontario this 10th day of November, 2005.

Name of secured party:  
**AJAY PAHWA**  
by its solicitors **Beard Winter**  
**LLP**

Per:   
Richard H. Parker, Q.C.

File no. 94221-002

**BEARD WINTER LLP**  
Barristers and Solicitors,  
130 Adelaide Street West,  
Suite 701,  
Toronto, Ontario  
M5H 2K4  
(416) 593-5555 (telephone)  
(416) 306-1775 (direct telephone)  
(416) 593-7760 (facsimile)

*Notice of Sale Under Mortgage*

3

**SCHEDULE "A"**

To:

COURTNEY SAMANTHA WALLIS-SIMPSON  
6072 Main Street  
Stouffville, Ontario  
L4A 1B8

COURTNEY SAMANTHA WALLIS-SIMPSON  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

Spouse or same-sex partner of  
COURTNEY SAMANTHA WALLIS-SIMPSON  
6072 Main Street  
Stouffville, Ontario  
L4A 1B8

Spouse or same-sex partner of  
COURTNEY SAMANTHA WALLIS-SIMPSON  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

COURTNEY SAMANTHA WALLIS-SIMPSON  
c/o York Management Group  
1-28 Sandiford Drive  
Stouffville, Ontario  
L4A 7X5

COURTNEY SAMANTHA WALLIS-SIMPSON  
589 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

Spouse or same-sex partner of  
COURTNEY SAMANTHA WALLIS-SIMPSON  
1 - 28 Sandiford Drive  
Stouffville, Ontario  
L4A 7X5

Spouse or same-sex partner of  
COURTNEY SAMANTHA WALLIS-SIMPSON  
589 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3



**TAB R**

BENNETT JONES | LLP

3400 One First Canadian Place  
PO Box 130  
Toronto Ontario  
Canada M5X 1A4  
Tel 416.863.1200  
Fax 416.863.1716  
www.bennettjones.ca

M. Joanne MacMillan  
Direct Line: 416.777.4629  
e-mail: macmillanj@bennettjones.ca  
Our File No.: 56445.1

December 1, 2005

Via Facsimile

Richard H. Parker, Q.C.  
Beard Winter LLP  
Barristers and Solicitors  
130 Adelaide Street West  
Suite 710  
Toronto, ON M5H 2K4

Dear Sir:

Re: **Pandya v. Simpson *et al.***  
**Court File No. 05-CL-6159**

We are the solicitors of record for the court appointed receiver and the plaintiff in the above-noted matter. We enclose a copy of Mr. Justice Ground's order dated November 17, 2005 for your information.

On November 29, 2005, during the receiver's examination of the defendant, Courtney Simpson, we were advised that you have initiated foreclosure proceedings with respect to one or more of Ms. Simpson's properties. It is the receiver's position that your client cannot maintain such proceedings given the terms of Justice Ground's order.

We will be seeking the direction of the court next week regarding the disposition of the defendants' assets. We will provide you with the notice of motion.

Yours truly,



**BENNETT JONES LLP**

MJM/eg  
Enclosure

DMSTORLegal\056445\00001\373110v1

Court File No. 05-CL-6159

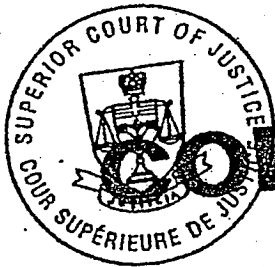
**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE  
MR. JUSTICE GROUND

)  
)  
)

THURSDAY, THE 17<sup>TH</sup> DAY OF  
NOVEMBER, 2005

**BETWEEN:**



UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS SIMPSON & ASSOCIATES  
AND CAMEO INVESTMENTS

Defendants

In the Matter of the *Class Proceedings Act, 1992*

**ORDER FOR AN APPOINTMENT OF AN INTERIM RECEIVER**

**THIS MOTION** made by the plaintiff for an order appointing a receiver of Courtney Wallis Simpson ("Simpson") personally and for York Region Realty Inc. ("York Reality") pursuant to s. 101 of the *Courts of Justice Act* with investigatory and preservation powers was heard by the court this day at 393 University Avenue, Toronto.

**UPON READING** the affidavits of Udayan Pandya and Richard Kwasniewicz and on hearing the submissions of counsel for the plaintiff, no one appearing for the defendants

despite short notice of this matter, and upon being advised that Ms. Simpson is aware of this proceeding and that the relief sought would likely be granted if she did not attend,

1. **THIS COURT ORDERS** that Michael J. Quilling be appointed a receiver (the "Receiver") over the assets of Simpson and York Realty pursuant to s. 101 of the *Courts of Justice Act* with the powers and duties hereinafter set out.
2. **THIS COURT ORDERS** that the defendants be given leave on three days notice to the plaintiff and the Receiver to bring any motion they might see fit to vary this order.
3. **THIS COURT ORDERS** that Bennett Jones LLP be appointed as counsel to the Receiver, that the Receiver shall, in its discretion be entitled to share information received by it with the plaintiff but that the information obtained under this order shall not, without further direction and order, of this Court, be used in any criminal proceedings.
4. **THIS COURT ORDERS** that the Receiver shall have the power to engage consultants, agents, employees, experts, auditors, accountants, managers, solicitors and counsel and such other assistants from time to time and on whatever basis, including on a temporary basis, as it may consider an the business of any of the defendants or generally exercising the powers and duties conferred by this Order.
5. **THIS COURT ORDERS** that the Receiver may apply to this Court for advice and directions relating to the proper exercise of its powers hereunder, or for any variations to this Order.

**Preservation of Assets**

6. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized for and on behalf of and in the name of any of the defendants to take possession and control of all of the present and future assets, undertaking and property of the defendants and any funds, proceeds or

other assets directly or indirectly related to the funds allegedly raised by the defendants as alleged in the statement of claim (the "Property") and any and all proceeds, receipts and disbursements arising out of or from the Property, until further order of this Court, and to act at once in respect of the Property. Without in any way limiting the generality of the foregoing and in furtherance thereof, the Receiver is hereby expressly empowered and authorized on the Receiver's behalf, but not obligated:

- (a) to take such steps as in the opinion of the Receiver are necessary or appropriate 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, provided that the Receiver shall not evict or dispossess any occupant of any residential dwelling without further order of this Court made on notice to such occupant;
- (b) to take such steps as in the opinion of the Receiver are necessary or appropriate to maintain control over all receipts and disbursements arising out of or from the Property;
- (c) to receive and collect all monies, debts, claims, choses in action and accounts now owed or hereafter owing to any of the defendants in respect of the Property and to exercise all remedies of any of the defendants in collecting all such monies, including, without limitation, to enforce any security held by any of the defendants and to receive and recover all funds, monies, cash, cash equivalents, negotiable securities, accounts and any other assets on deposits to banks, brokerages and other financial or other institutions;
- (d) to join in and execute, assign, issue and endorse such transfers, conveyances, contracts, leases, deeds, bills of sale, cheques, bills of lading or exchange, or other documents of whatever nature in respect of any of the Property, in the name and on behalf of any of the defendants, which are necessary, desirable or convenient in, the opinion of the Receiver for any purpose pursuant to this Order;

- (e) to initiate, prosecute and continue the prosecution of any and all proceedings as may in its judgment be necessary or desirable to properly protect or realize upon the Property and to defend all proceedings now pending or hereafter instituted against any of the defendants or the Receiver, the prosecution of or defence of which will, in the judgment of the Receiver, be necessary to properly protect or realize on the Property or to protect the administration by the Receiver of the affairs of any of the defendants and the Property, and to settle or compromise any such proceedings which in the judgment of the Receiver should be settled;
- (f) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided that any such sale or disposition of Property shall, if the defendants do not consent to the same, be subject to the Court's approval;
- (g) to report to, meet with and discuss with such creditors of the defendants and their advisors as the Receiver deems appropriate including holding town hall or other meetings on all matters relating to the Property and receivership; and
- (h) to register this order in any public registry against title to any of the Property. Without limiting the generality of the foregoing this court orders that this order be registered against the real property and other assets described at Schedules "B" and "C" hereto.

7. **THIS COURT ORDERS** that no person having notice of this order shall interfere with, obstruct or in any way hinder the Receiver in the fulfillment or pursuit of its duties hereunder and that all such persons are under an obligation to deliver up to the Receiver any Property or other thing to which the Receiver is entitled to under this order. In the event that any person contests that any asset, document or thing is Property under this order or is document or record properly producible to the Receiver then that person shall first deliver up the asset in question to the Receiver or to such third party as the Receiver in its discretion may agree for safekeeping and

the person contesting the Receiver's right may thereafter, if so advised, bring an application to this Court for directions.

8. **THIS COURT ORDERS** that the Receiver may receive information from persons as to the details of their deposit of trust funds investments with Simpson and the other defendant but that the Receiver shall not be under any obligation to call for claims, validate claims or make recommendations with respect the disbursement of funds to investors without further order of this Court.

9. **THIS COURT ORDERS** that no demands, actions, motions, steps, registrations, perfections, administrative proceedings, self-help remedies, or any other acts, proceedings or private remedies whatsoever in respect of the Property, including without limitation, the enforcement of security, liens or collection of any debt or liability, the exercise of any debt or liability, the exercise of any landlord's right to distrain or terminate any lease, the acceleration, amendment or termination of any contract, including any contract of insurance, the exercise of any right of set-off or combination of accounts, the exercise of any construction, mechanics' repair, storage or other lien, or the commencement or continuation of any proceedings under any Environmental Laws (as hereinafter defined) in any jurisdiction in which the Property may be located, shall be taken against the Receiver, with respect to the Property or any part thereof, without the prior written consent of the Receiver or leave of this Court first being obtained upon not less than seven days' notice to the Receiver.

10. **THIS COURT ORDERS** that the defendants and anyone having knowledge of this order be and they are hereby restrained, pending consent of all parties or further order of this Court:

- (a) from removing from Ontario or in any way disposing, dealing with or diminishing the value of any of the defendants' property, whether real or personal, present or future, held in Ontario or elsewhere, whether held in the defendants' names or not, pending the final determination of this action or further order of this Court;

- (b) from withdrawing or causing or permitting the withdrawal of or transferring of funds or issuing of cheques or other instruments from any of the defendants' bank accounts or investment accounts of any nature whatsoever, whether held individually or jointly with any other person, pending the final determination of this action or further order of this Honourable Court, provided that the defendants shall have leave to seek variation of this order in order to permit the withdrawal of a reasonable amount as ordinary living expenses provided that if any such order is sought the defendants must have fully complied with this order in all respects including the provision to the Receiver of the information required to be provided to the Receiver.

### **Documents and Investigations**

11. **THIS COURT ORDERS** that the Receiver shall forthwith be entitled to take possession of and examine the defendants' books and records and make such inquiries as it deems prudent and necessary of the defendants' bankers, accountants, auditors, advisors, managers, experts, solicitors, agents, officers, employees and others in order to determine the financial status of the defendants, and shall conduct a review and, if necessary, a detailed examination of the financial records of the defendants.
12. **THIS COURT ORDERS** that the Receiver shall report to this Court at such times and in such fashion as this Court may direct.
13. **THIS COURT ORDERS** that the defendants and their accountants, auditors, advisors, agents, managers, experts, solicitors, agents, officers and employees, including, without limitation, any accountants, bankers or financial, legal, advisors and the persons set out in Schedule "A", (the "Affected Persons") shall forthwith provide to the Receiver all of the books and records relating to the defendants' financial history and dealings, including, without limitation, all ledgers, bank statements and records, cheques, financial statements, receipts, vouchers, deposit slips, contracts, agreements, accounting records, computer records (including but not limited to tapes and/or discs) or other documents or records of any kind or nature,



howsoever stored or maintained, relating to the defendants (the "Documents"). Provision of the Documents to the Receiver shall not breach any confidentiality or other non-disclosure obligations the Affected Persons might otherwise have to the defendants and it shall be deemed that the defendants shall have consented to the release of the Documents. The Receiver shall allow the defendants and their advisors reasonable access to and the ability to make copies of any and all such books and records in the possession of the Receiver. The defendants shall allow the Receiver to make, retain and take away copies of any or all of the Documents and shall forthwith grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto promptly at the request of the Receiver.

14. **THIS COURT ORDERS** that if any of the Documents is stored or otherwise contained on a computer or other electronic system of information storage, the defendants and all Affected Persons shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to obtain a full copy of the Documents, whether by way of printing same onto paper or making copies of computer discs or such other manner of retrieving and copying same as the Receiver in its discretion deems expedient. For the purposes of this paragraph, the defendants and the Affected Persons shall provide the Receiver with all such assistance in gaining access to the Documents as the Receiver may in its discretion require, including, without limiting the generality of the foregoing, forthwith providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, passwords or other codes as may be required to gain access to the Documents.

15. **THIS COURT ORDERS** that Internet service providers or persons, corporations or individuals who provide e-mail, World Wide Web, file transfer protocol or other Internet connection services to the defendants and/or its present and former directors, officers, employees and agents to access the Internet or World Wide Web e-mail or other similar services, deliver to the Receiver, documents, server files, archive files or any other information in any form in any way recording messages, emails or other information sent or received by the defendants and/or its present and former directors, officers, employees and agents in the course of their association and in conducting their duties related to the operations and affairs of the defendants.

16. **THIS COURT ORDERS** that the Receiver shall have ongoing access to the defendants' current and future bank account statements and other financial records, copies of which shall be provided to the Receiver as and when demanded by the Receiver. The defendants and the third parties shall co-operate and consent to the distribution of such records to the Receiver.

17. **THIS COURT ORDERS** that the Receiver is empowered to demand production from third parties (including but not limited to the defendants' advisors, banks, financial institutions and the persons set out in Schedule "A") of documents relating to:

- (a) the defendants' financial affairs;
- (b) the deposit of funds received in connection with the sale of commercial real estate;
- (c) the identities of the persons who have provided deposit funds to Simpson and the other defendants;
- (d) the bank accounts or other financial records referable to the accounts into which such funds were deposited including documents referable to any withdrawal, transfer or dissipation of funds in such accounts; and
- (e) commissions, fees, expenses or other amounts paid to any persons in connection with the sale of such securities and any agreements, arrangements or any other communication with respect to the payment of such amounts;
- (f) and further directs that all such third parties (including all Affected Persons) shall co-operate fully with the Receiver, subject to claims of legal privilege.

18. **THIS COURT ORDERS** that the Receiver is empowered to compel the attendance, on two clear days written notice by letter from the Receiver or its counsel, of persons believed by the Receiver to have knowledge of the defendants' affairs for the purpose of being examined under oath by the Receiver or by such person as to whom the Receiver has or may delegate this power. In particular, and without limiting the general nature of the power conveyed by this

paragraph, the Receiver is empowered for the purposes of performing its duties hereunder to examine under oath the persons named in Schedule "A" to this order and any persons who may have received transfers of assets or funds from the defendants, provided that nothing herein shall apply, without further order of this Court, to compel any person who has been actually charged with a criminal offence to so testify and that any persons who so testify shall have the right to invoke the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedoms*. If the persons to be examined have a personal residence or regular place of business within 60 kilometres of an office of Bennett Jones LLP (Toronto, Edmonton or Calgary) such examination shall take place at such office failing which it shall take place at any place where an examination of discovery may take place under the *Rules of Civil Procedure* in the province where the examination is conducted.

19. **THIS COURT ORDERS** that Simpson shall provide to the Receiver within 7 days of service of this order an affidavit under oath specifying her knowledge on the following matters:

- (a) specifics of all corporations, partnerships, or other entities in which she has a direct or indirect interest with particulars of the nature of such interest;
- (b) specifics of all bank, brokerage or other accounts, wherever situate, in her name, the name of York Region Realty Inc., the name of any of the entities in (a) hereof or over which she has any signing authority or any other direct or indirect control;
- (c) specifics of all bank, brokerage or other accounts, where funds were deposited, all accounts to which such funds may have been transferred and the present whereabouts of such funds;
- (d) whether any assets were purchased or acquired in whole or in part with such funds and, if so, the particulars of such assets and their present location with particulars of the assets involved name of the person or entity who holds title to such assets, the date of acquisition, acquisition cost and a current estimate of value; and
- (e) specifics of any disposition of assets (including transfer of funds) in excess of \$10,000 in the last 2 years and that this affidavit shall be deemed to have been

provided by compulsion of law and its further use in any other court proceeding be subject to the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedom*.

20. **THIS COURT ORDERS** that the Receiver is authorised to enter upon the business premises of the persons set out in Schedule "A" (collectively the "Premises") and to examine anything and take away any documents or record found at the premises that the Receiver is authorised hereunder to require to be produced to it.

21. **THIS COURT ORDERS** that the Receiver shall have full power to investigate any gift, transfer, conveyance, settlement or any other disposition (a "Conveyance") of any interest in any assets, funds or any other property by the defendants to third parties (the "Conveyed Property") and to compel the production of information from any person with respect to such Conveyed Property and the circumstances surrounding the Conveyance as if such Conveyed Property was Property under this order and that the Receiver shall be at liberty to apply to the Court for any appropriate order relating to the preservation of any such Conveyed Property.

#### **Other**

22. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the fulfillment of its duties in carrying out the provisions of this order, save and except for any gross negligence or willful misconduct on its part.

23. **THIS COURT ORDERS** that no proceedings shall be brought against the Receiver in any Court or other tribunal unless leave of this Honourable Court is first obtained on motion on at least seven days notice to the Receiver and the parties.

24. **THIS COURT ORDERS** that all the costs of this receivership including without limitation the Receiver's fees and disbursements (including the amounts which the Receiver is obliged to pay others) and the fees and disbursements incurred by Bennett Jones LLP in carrying

out its duties herein shall be a first charge on any assets recovered in the receivership herein, subject to approval of the quantum of costs by the Court. The Receiver shall have the right to apply to the Court for approval and payment of its fees and disbursements on an interim basis provided that 15 days notice shall be given to the defendants of any such application. The Receiver shall also have the power, if so advised, to move to have the receivership terminated and to be discharged as Receiver.

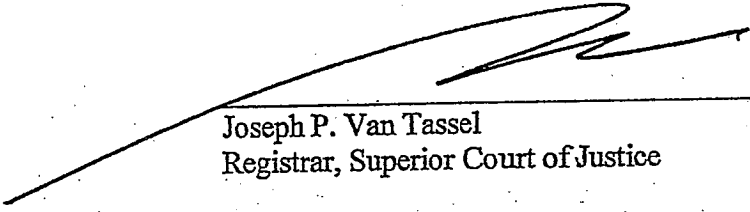
25. **THIS COURT ORDERS** that the plaintiff's costs of this motion shall be allowed in the same manner as the Receiver's fees and disbursements and shall be paid out by the Receiver as a second charge on any assets recovered in the receivership.

26. **THIS COURT ORDERS** that the Receiver be granted leave to apply to the Court for approval to borrow and to provide whatever security as may be appropriate, if so advised.

27. **THIS COURT ORDERS** that neither the making of this order nor anything in this order shall deem the Receiver to be an owner of any of the Property for any purpose and that neither the making of this order nor anything in this order shall vest in the Receiver the care, ownership, control, charge, occupation, possession or management or require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any legislation enacted for the protection or preservation of the environment including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act (Canada)*, the *Environmental Protection Act (Ontario)*, the *Emergency Plans Act 1963 (Ontario)*, the *Ontario Water Resources Act*, the *Occupational Health and Safety Act (Ontario)* or the regulations hereunder, or any federal or provincial legislation, or rule of law or equity in any jurisdiction affecting the environment, the transportation of goods, or hazardous waste (collectively, "Environmental Laws"). The Receiver shall not be deemed as a result of this order to be in

control, charge, occupation, possession or management of any of the Property within the meaning of any Environmental Laws.

28. **THIS COURT SEEKS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory, or administrative body in any province of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada and any court or any judicial, regulatory or administrative body of any other nations and states and the provinces, states or other subdivisions of such nations and states to act in aid of and to be complementary to this Court in carrying out the terms of this order.



---

Joseph P. Van Tassel  
Registrar, Superior Court of Justice

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

NOV 17 2005

PER/PAR:

MB

## Schedule "A"

1. Wayne Simpson  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3
2. York Management Group  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7G9
3. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
4. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
5. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
6. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
7. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
8. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
9. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
10. HSBC  
Richmond Hill
11. Laurentian Bank  
Newmarket, Ontario

## Schedule "B"

1. 587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

## Legal Description:

PCL 19-1 SEC 65 M2296: LT 19 PL 65R2296: Whitchurch-Stouffville

2. PIN 03715-0004  
Whitechurch, Ontario

## Legal Description:

PT LT 30 PL 54 Stouffville; PT LT 31 PL 54 Stouffville, PT LT 40 PL 54 Stouffville; PT  
LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T R221467, R221469

3. 1038 Kawagama Lake Road  
Dorset, Ontario

## Legal Description:

Con 13 PT LOT 1 RP19R3154, Parts 1, 6, 7  
Dorset, Algonquin Highlands Township

4. PIN 03710-0193/0194  
Stouffville, Ontario

## Legal Description:

PT LTS 49 & 50  
PL 70 Stouffville PT 2 65R256J4 Whitchurch-Stouffville



## Schedule "C"

1. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
2. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
3. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
4. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
5. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
6. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
7. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
8. HSBC  
Richmond Hill
9. Laurentian Bank  
Newmarket, Ontario

**Udayan Pandya**  
Plaintiff

v.

**Courtney Wallis Simpson et al.**  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act, 1992*

Proceeding commenced at Toronto

**ORDER**

**BENNETT JONES LLP**  
Barristers and Solicitors  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, Ontario  
M5X 1A4

Lincoln Caylor / M. Joanne MacMillan  
Tel: (416) 777-6121 / 4629  
Fax: (416) 863-1716  
LSUC Reg. No. 37030L/43529J

Solicitors for the plaintiff

**TAB S**

BENNETT JONES | LLP

3400 One First Canadian Place  
PO Box 130  
Toronto Ontario  
Canada M5X 1A4  
Tel 416.863.1200  
Fax 416.863.1716  
www.bennettjones.ca

Emily Atkinson  
Direct Line: 416.777.5740  
e-mail: atkinson@bennettjones.ca  
Our File No.: 56445.1

December 19, 2005

Manager, Inquiries & Contact Centre  
Ontario Securities Commission  
20 Queen Street West,  
Box 55, Suite 1903,  
Toronto, ON M5H 3S8

Re: **Pandya v. Simpson *et al.***  
**Court File No. 05-CL-6159**

As requested by Justice Farley during our attendance before him on December 15, 2005, enclosed are the following documents:

1. Motion Record (Returnable November 17, 2005); and
2. Motion Record (Returnable December 15, 2005).

Yours truly,

**ORIGINAL SIGNED BY  
EMILY ATKINSON**

BENNETT JONES LLP



**TAB T**

BENNETT JONES | LLP

3400 One First Canadian Place  
PO Box 130  
Toronto Ontario  
Canada M5X 1A4  
Tel 416.863.1200  
Fax 416.863.1716  
www.bennettjones.ca

M. Joanne MacMillan  
Direct Line: 416.777.4629  
e-mail: macmillanj@bennettjones.ca  
Our File No.: 56445.1

December 15, 2005

Via Facsimile

Harvey G. Kotler, Q.C.  
Kotler Law Firm  
617-1 Eglinton Ave. E.  
Toronto, ON, M4P 3A1

Dear Mr. Kotler:

Re: **Pandya v. Simpson *et al.***  
**Court File No. 05-CL-6159**

Enclosed is the order of the Honourable Mr. Justice Farley dated December 15, 2005.

As we had agreed, Mr. Caylor advised the court of your client's position and request for costs. No costs were ordered.

Yours truly,

*Bennett Jones LLP.*

**BENNETT JONES LLP**

MJM/eg  
Enclosure

DMSTORLegal\056445\00001\375980v1

Court File No. 05-CL-6159

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

THE HONOURABLE *MR* ) THURSDAY, THE 15<sup>TH</sup> DAY OF  
JUSTICE *FANLEY* ) DECEMBER, 2005

**BETWEEN:**

UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS SIMPSON & ASSOCIATES  
AND CAMEO INVESTMENTS

Defendants

In the Matter of the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION** made by the Plaintiff was heard by the court this day at 393 University Avenue, Toronto.

**UPON READING** the First Report dated December 13, 2005 of Michael J. Quilling (the "Receiver"), in his capacity as the court appointed receiver of Courtney Wallis Simpson ("Simpson") personally and for York Region Realty Inc. ("York Realty"), and upon hearing the submissions of counsel for the Receiver and the plaintiff, no one appearing for the defendants despite notice of this matter;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be abridged to the date and time of actual service and that such service is valid service of the materials filed in support of this motion;

2. **THIS COURT ORDERS** that the action as against Cameo Investments be dismissed forthwith without costs;

3. **THIS COURT ORDERS** that the class proceeding action commenced as court file no. 05-CL-6178 (the "Mortgage Fraud Scheme Class Action") be tried together or immediately after this class action; *subject to the confirmation by the appointed judge in the class proceedings*

4. **THIS COURT ORDERS** that the plaintiff be granted leave to amend the statement of claim issued November 15, 2005 to add Courtney Wallis Simpson carrying on business as York Management Group as a defendant in the form of the amended statement of claim attached to this order as **Appendix I**.

*Dec 15/05*  
*order to give*  
*in this form*  
*[Signature]*  
*Amey*

---



**Udayan Pandya**  
Plaintiff

v.

**Courtney Wallis Simpson et al.**  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act, 1992*

Proceeding commenced at Toronto

**ORDER**

**BENNETT JONES LLP**  
Barristers and Solicitors  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, Ontario  
M5X 1A4

Lincoln Caylor / M. Joanne MacMillan  
Tel: (416) 777-6121 / 4629  
Fax: (416) 863-1716  
LSUC Reg. No. 37030L/43529J

Solicitors for the plaintiff

**TAB U**

Internal Use Only
Claim No.: _____
Date Received: _____

Court File No.: 05-CL-6159

### STATUTORY DECLARATION

CANADA	)	<i>ONTARIO</i>
	)	SUPERIOR COURT OF JUSTICE
PROVINCE OF ONTARIO	)	(COMMERCIAL LIST)
	)	BETWEEN:
	)	
CITY OF _____	)	UDAYAN PANDYA
	)	(Plaintiff)
	)	

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
 REALTY INC., WALLIS SIMPSON & ASSOCIATES  
 COURTNEY WALLIS SIMPSON c.o.b. as YORK  
 MANAGEMENT GROUP  
 and CAMEO INVESTMENTS  
 (Defendants)

In the Matter of the *Class Proceedings Act, 1992*

SUBMIT TO: Michael J. Quilling, Receiver for Courtney  
 Wallis Simpson, York Region Realty Inc.  
 and York Management Group  
**c/o Bennett Jones LLP**  
 3400 One First Canadian Place  
 Toronto, ON  
 M5X 1A4

I, \_\_\_\_\_ [name of creditor], of the City of  
 \_\_\_\_\_, in the Province of Ontario,

SOLEMNLY DECLARE, that:

**Contact Information:**

- My address (including street address, city, province, and postal code) is: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. My daytime phone number is: \_\_\_\_\_
3. My fax number is: \_\_\_\_\_
4. My e-mail address is: \_\_\_\_\_

**Details of Debt**

**(If you claim more than one debt you need to submit this form for each debt)**

5. The basis of my claim is: **Loan / Investment / Other** (please specify)
6. The name of the person/entity which owes me the debt is:  
\_\_\_\_\_  
\_\_\_\_\_
7. The date that the debt was incurred or the period of time for which I am owed is:  
\_\_\_\_\_  
\_\_\_\_\_
8. I have filed a lawsuit to collect the debt claimed: **Yes / No** (circle one)
9. If you have filed a lawsuit to collect the debt claimed, where did you file the lawsuit and in which court?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. My lawyer's name, address and phone number are:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Have you obtained a court judgment? **Yes / No** (circle one)
12. I obtained a court judgment on \_\_\_\_\_ (date).

13. I claim that I am owed \$\_\_\_\_\_ (Attach supporting documents and provide a detailed explanation of how you have calculated your claim.)

14. Was anything assigned or pledged to you as collateral for the debt that you claim? Yes / No (circle one)

15. Please describe the collateral assigned or pledged to you:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Did you receive any payments or partial payments on debt? If so, what amount?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if it was made under oath.

DECLARED BEFORE ME at the \_\_\_\_\_ )  
City of \_\_\_\_\_, in the Province \_\_\_\_\_ )  
of \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ )

\_\_\_\_\_  
[sign and print name]

\_\_\_\_\_  
A commissioner etc.

**NOTES:**

**Supporting documents:** Attach copies of supporting documents, invoices, contracts, cancelled cheques or other agreements which support your claim. DO NOT send original documents. If documents are not available please provide an explanation on a separate sheet of paper.

**Verification of claims:** All claims submitted are subject to verification by the Receiver and approval by the Court. It is important to provide complete and accurate information to facilitate this effort. Claimants may be asked to supply additional information to complete this process. Claims will not be submitted to the Court for approval until they have been verified.

DMSTORLegal\056445\00001\375766v2

**TAB 3**

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

BETWEEN:

UDAYAN PANDYA

Plaintiff

-and-

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS, SIMPSON & ASSOCIATES,  
COURTNEY WALLIS SIMPSON c.o.b. YORK MANAGEMENT GROUP  
AND CAMEO INVESTMENTS

Defendants

In the matter of the *Class Proceedings Act, 1992*

**AFFIDAVIT OF COURTNEY WALLIS SIMPSON**  
(Sworn December 22, 2005)

I, Courtney Wallis Simpson, of the town of Stouffville, in the Province of Ontario,  
MAKE OATH AND SAY:

1. I am a defendant in this matter. Accordingly, I have personal knowledge of the matters deposed to in this affidavit. Where I rely upon information received from others, I state the source of the information and verily believe it to be true.
2. This affidavit is submitted in support of the plaintiff's motion returnable December 23, 2005.



### **The Mortgage Scheme**

3. In 1998, I devised a scheme in which investors provided me with funds for the purpose of investing in interim occupancy mortgages. I told the investors that I had a guaranteed investment vehicle in which the investor would provide funds to facilitate a purchaser moving into a condominium (prior to closing of the condominium purchase). I represented to the investors that prior to moving into the condominium that purchasers were required to put down a 25% deposit. I told the investors that my company funded these interim occupancy funds for a return of \$800 to \$1,000 per \$5,000 deposit required.

4. Investors gave me money under this scheme. I would then, among other things, redirect these funds to previous investors to repay their principal investment with profit.

### **The Promissory Notes**

5. Ajay Pahwa ("Pahwa") was an investor in the mortgage investment scheme. He initially became involved in the scheme in November 2004. He provided me with approximately \$200,000 to invest in the scheme and I provided him with the return of his principal investment plus approximately a further \$20,000 sixty days later. In or about March 2005 he provided me with further funds and he secured his investments by way of promissory notes to which he set the terms.

6. Pahwa advanced approximately \$400,000 to me for investment. As a condition of advancing me the money, Pahwa demanded that I execute promissory notes with interest in excess of 60% per annum.

7. Pahwa charged me 10% to 20% of \$100,000 per week on the promissory notes. Pahwa demanded payment of 10% per day compounded in the event of non-payment. He further demanded payment of an "additional late fee" of \$1,000.00 per day for every day that payment was not received. Attached hereto and marked as **Exhibit "A"** to my affidavit is an unsigned copy of one of the promissory notes that I entered into with Pahwa.

8. I paid Pahwa \$50,000 per week every week for approximately six months. This amounts to a return of \$1,200,000 for a \$400,000 investment.

### **The Pahwa Mortgages**

9. In order to secure his investment, Pahwa obtained mortgages in the total amount of \$870,000 against three of my properties. Specifically, Pahwa registered the following mortgages:

- (a) \$210,000 mortgage registered on February 10, 2005 on:

PIN 03715-0004, PT LT 30 PL 54 Stouffville; PT LT 31 PL 54 Stouffville; PT LT 40 PL 54 Stouffville; PT LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T/ R221467, R221469 (the "6072 Main Street Property");

- (b) \$220,000 mortgage registered on March 9, 2005 on:

PIN 03710-0193/0194, PT LTS 49 & 50, PL 70 Stouffville PT 2  
65R256J4 (the "Stouffer Street Property"); and

- (c) \$220,000 mortgage registered on March 8, 2005 and a Notice of Agreement Amending the Charge registered on June 28, 2005 increasing the principal amount to \$440,000:

1038 Kawagama Lake Road, Dorset, ON, Con 13, PT LT 1  
RP19R3154, Parts 1, 6, 7 (the "Kawagama Property").

10. Attached hereto and marked as **Exhibits "B", "C" "and "D"** to my affidavit are copies of title documents and instruments showing the mortgages registered in favour of Pahwa.

11. The underlying debt provided as consideration for the mortgages is not identified on the mortgage documents. I did not register the promissory notes on the title of my properties (described above) because I did not have time. The mortgage amounts are related to the promissory notes.

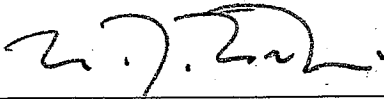
12. I have repaid the principal on the mortgages. I have paid Pahwa approximately \$800,000 and \$1,200,000 in repayment of funds advanced in the total amount of approximately \$400,000, inclusive of \$300,000 in principal and \$100,000 in deferred profit. Pahwa continues to demand further payments. I am not able to confirm the amount that I paid to Pahwa because the York Regional Police currently have possession of all my business records, including my bank records.

13. Pahwa served me with a Notice of Sale Under Mortgage in respect of my properties, excluding 587 Cam Fella Blvd. Stouffville, on November 10, 2005. The Notice, with respect to the 6072 Main Street Property stated that default had been made in payment of the money due under the charge and the promissory note and that unless the sum of \$210,000 is paid on or before December 22, 2005, the property would be sold. Attached hereto and marked as **Exhibit "E"** to my affidavit is a copy of the Notice of Sale Under Mortgage with respect to the 6072 Main Street Property.

14. By letter dated December 1, 2005, the Receiver's counsel wrote to Pahwa's counsel and advised that the terms of the Initial Order precluded such foreclosure proceedings and noted that the Receiver would be seeking the direction of the court regarding the disposition of Simpson's assets. Attached hereto and marked as **Exhibit "F"** to my affidavit is a copy of the letter sent to Pahwa's counsel.

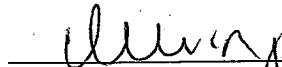
15. I make this affidavit in support of the plaintiff's motion returnable December 23, 2005 and for no other or improper purpose.

SWORN BEFORE ME at the City of )  
 Toronto, in the Province of Ontario, this )  
 22nd day of December, 2005. )



\_\_\_\_\_  
 A commissioner, etc. )  
 in and for the Province of Ontario )

*J. Macmillan*



\_\_\_\_\_  
 Courtney Wallis Simpson

**Udayan Pandya**  
Plaintiff

v.

**Courtney Wallis Simpson et al.**  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the  
*Class Proceedings Act, 1992*

Proceeding commenced at Toronto

**AFFIDAVIT OF COURTNEY**  
**WALLIS SIMPSON**  
(Sworn December 22, 2005)

**BENNETT JONES LLP**  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, Ontario  
M5X 1A4

Lincoln Caylor / Emily Atkinson  
Tel: (416) 777-6121 / 5740  
Fax: (416) 863-1716  
LSUC Reg. No. 37030L/50682L

Solicitors for the plaintiff

000203

**TAB A**

This is EXHIBIT No. B  
on the examination of 000204  
Courtney Wallis  
Simpson

**PROMISSORY NOTE**

AMOUNT.....\$100,000.00  
INTEREST.....NIL  
DUE June 21, 2005 ( and weekly thereafter if agreed by AJAY PAHWA)  
DATED June 28, 2005

Held on 29 November 05

**EXACT TRANSCRIPTION**

IN CONSIDERATION of the sum of (\$100,000.00) ONE HUNDRED THOUSAND Dollars, the undersigned does hereby agree to pay to AJAY PAHWA or as he may direct, the said sum of ONE HUNDRED THOUSAND Dollars PLUS A FEE OF TEN THOUSAND Dollars (\$10,000.00) bearing interest at the rate of NIL on June 21, 2005, when the said principal sum of ONE HUNDRED THOUSAND Dollars (\$100,000.00) PLUS A FEE OF TEN THOUSAND Dollars (\$10,000.00) shall become due and payable in full without delay.

It is also agreed and acknowledged that this promissory note will be automatically renewed for four (4) weeks, namely maturing on June 21, 2005, June 28, 2005, July 5, 2005 and July 12, 2005. The terms and conditions will be the same for each renewal. For completeness this PROMISSORY NOTE can be rolled or renewed for the same above terms only ( i.e. five (5) business days and the a minimum fee of \$10,000).

At each renewal (if agreed by AJAY PAHWA, and this note is not in default) a FEE OF TEN THOUSAND Dollars (\$10,000.00) will be assessed and undersigned agrees to pay by certified cheque on the date of registration (each renewal period for five (5) business days from the previous registration date (for example, after the June 21, 2005 registration, the next registration date is June 28, 2005, and following that is July 5, 2005 and then July 12, 2005)

The undersigned also agrees if the promissory note is renewed for additional terms, the fee of \$10,000.00 per renewal will be payable on the date of registration (ie due date), and in the event of non-payment for whatever reason, interest at 10% per day, compounded will be assessed in addition to the fee. Furthermore, in the event of non-payment for the principal or fee amounts, the undersigned will be responsible for all reasonable attorney fees and cost necessary for the collection of this note. For simplicity purposes, the undersigned also agrees to provide AJAY PAHWA post-dated cheques for the principal amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000), as well as 4 post-dated cheques of TEN THOUSAND (\$10,000) each with dates of June 21, 2005, June 28, 2005, July 5, 2005, and July 12, 2005

It is agreed and understood that Courtney Wallis Simpson, residing at 587 Cam Fella Blvd, Stouffville, Ontario, phone number (905)- 642- 4567, shall personally guarantee this note, as well as for York Management Group, with offices located at 24 Sandiford Drive, Stouffville. She shall agree to indebtedness for this Note on behalf of her company.

In addition, for the revolving promissory note, Courtney Wallis Simpson hereby agrees to have \$110,000.00 mortgage for each unit registered on her primary residence. This charge will be removed immediately once all the funds have been returned to AJAY PAHWA

Signed at \_\_\_\_\_, on 21st day of June, 2005

As of June 21, 2005, the undersigned hereby confirms three (3) \$100,000 promissory notes are in effect with a total principal value of \$300,000 (three hundred thousand dollars).

Courtney Wallis Simpson

York Management Group  
Courtney Samantha Wallis Simpson  
Authorized Signed Officer  
I HAVE AUTHORITY TO BIND THE CORPORATION

THIS IS EXHIBIT "A" ATTACHED  
TO THE AFFIDAVIT OF

Witness

Courtney Wallis Simpson  
SWORN 22 December 2005

[Signature]  
A COMMISSIONER  
a. J. Macmillan

Page 2 of Promissory Note Dated June 21, 2005

This new \$100,000 promissory note is comprised as follows:

\$60,000 due from Courtney Simpson for overdue fees  
\$40,000 cheque attached from Mr. Pahwa  
 \$100,000 total

It is also agreed that the in total there are three (3) promissory notes outstanding each with a value of \$100,000, totaling \$300,000.

The following schedule of fees is agreed by Courtney Simpson:

June 24,2005	\$20,000
June 28,2005	\$10,000
June 30, 2005	\$20,000
July 5,2005	\$10,000
July 8, 2005	\$20,000
July 12, 2005	\$10,000
July 15,2005	\$20,000
July 19,2005	\$10,000

In summary,

two promissory notes each valued at \$100,000 totalling \$200,000 will be automatically renewed for four (4) weeks at \$20,000 per week.

One promissory note each valued at \$100,000, will be automatically renewed for four (4) weeks at \$10,000 per week.

In the event that these notes are not renewed further, Courtney Wallis Simpson hereby agrees to return \$300,000 to Mr. Pahwa, as per the three \$100,000 promissory notes outstanding.

Courtney Wallis Simpson hereby also agrees if the units have not been renewed by July 19, 2005, and the \$300,000 in promissory notes have not be returned via certified funds to Mr. Ajay Pahwa, by July 21,2005, she agrees that the registered mortgages will be exercised, and all costs associated with recovering the funds will be paid by Courtney Wallis Simpson without delay.

Any delay in receiving payment from the above schedule, or returning of principal sums will be considered default, and by signing below, Courtney Wallis Simpson, hereby acknowledges and agrees that Mona Hickey at Debra Sweetman's office will exercise and execute the registered mortgages for recovery of principal and overdue fees.



Further for everyday that payment is not received on the above scheduled date, an additional late fee of \$1,000 per day per promissory note will be enforced. For clarity, if the fees are 3 days late, the late fee would be \$3,000 per promissory note, or \$9,000 in total for the three days.

I hereby have read the above three pages and acknowledge and agree to all the terms and conditions stated.

Signed at \_\_\_\_\_, on 21st day of June, 2005

As of June 21, 2005, the undersigned hereby confirms three (3) \$100,000 promissory notes are in effect with a total principal value of \$300,000 (three hundred thousand dollars).

\_\_\_\_\_  
Courtney Wallis Simpson

\_\_\_\_\_  
York Management Group

Courtney Samantha Wallis Simpson  
Authorized Signed Officer  
I HAVE AUTHORITY TO BIND THE  
CORPORATION

\_\_\_\_\_  
Witness

**TAB B**





PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #65  
\* CERTIFIED BY LAND REGISTRY IN ACCORDANCE WITH LAND TITLES ACT \*

03715-0004 (If)

PAGE 2 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/16 AT 16:35:11

\* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR82629	2001/12/05	APL OF SURV-LAND		*** COMPLETELY DELETED *** YOUNG, JEROME IGNATIUS (DECEASED)	YOUNG, ROSE MARIE	
YR608264	2005/03/07 REMARKS: PLANNING ACT STATEMENTS	TRANSFER	\$579,900	YOUNG, ROSE MARIE	WALLIS SIMPSON, COURTNEY SAMANTHA	C
YR608265	2005/03/07	CHARGE		*** COMPLETELY DELETED *** WALLIS SIMPSON, COURTNEY SAMANTHA	BERINZON, MARIAN	
YR608874	2005/03/08	CHARGE	\$220,000	WALLIS SIMPSON, COURTNEY SAMANTHA	PAHWA, AJAY	C
YR642539	2005/05/26 REMARKS: RE: YR608265	DISCH OF CHARGE		*** COMPLETELY DELETED ***	BERINZON, MARIAN	
YR658779	2005/06/28 REMARKS: YR608874	NOTICE		PAHWA, AJAY	WALLIS SIMPSON, COURTNEY SAMANTHA	C
YR695333	2005/09/01 REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
YR731760	2005/11/15	NOTICE		WRIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		C
YR733817	2005/11/17 REMARKS: RESTRAINING ORDER	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C

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

The applicant(s) hereby applies to the Land Registrar.

**Properties**

**PIN** 03715 - 0004 LT *Estate/Qualifier* Fee Simple Lt Conversion Qualified  
**Description** PT LT 30 PL 54 STOUFFVILLE; PT LT 31 PL 54 STOUFFVILLE; PT LT 40 PL 54  
 STOUFFVILLE; PT LT 41 PL 54 STOUFFVILLE PTS 1, 7, 65R2555 ; S/T  
 R221467,R221469 WHITCHURCH-STOUFFVILLE  
**Address** 6072 MAIN STREET  
 WHITCHURCH-STOUFFVILLE

**Chargor(s)**

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

**Name** WALLIS SIMPSON, COURTNEY SAMANTHA  
**Address for Service** 6072 MAIN STREET  
 STOUFFVILLE, ONTARIO

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

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

**Chargee(s)***Capacity**Share*

**Name** PAHWA, AJAY  
**Address for Service** 76 GLENAYR ROAD  
 RICHMOND HILL, ONTARIO  
 L4B 2B5

**Provisions**

**Principal** \$220,000.00 *Currency* CDN  
**Calculation Period**  
**Balance Due Date** ON DEMAND  
**Interest Rate**  
**Payments**  
**Interest Adjustment Date**  
**Payment Date**  
**First Payment Date**  
**Last Payment Date**  
**Standard Charge Terms** 200033  
**Insurance Amount** full insurable value  
**Guarantor**

**Additional Provisions**

THIS CHARGE IS FULLY OPEN.

**Signed By**

Edward Andrew Groves 103 Devondale Street acting for Chargor(s) Signed 2005 03 08  
 Courtice L1E 1Z9  
**Tel** 9054400136  
**Fax** 9056663750

**Submitted By**

ON LINE TITLES INC. 103 Devondale Street 2005 03 08  
 Courtice L1E 1Z9  
**Tel** 9054400136  
**Fax** 9056663750

LRO # 65 Charge/Mortgage

Registered as YR608874 on 2005 03 08 at 13:30

000210

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

<b>Fees/Taxes/Payment</b>	
---------------------------	--

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**Properties**

**PIN** 03715 - 0004 LT *Estate/Qualifier* Fee Simple Lt Conversion Qualified  
**Description** PT LT 30 PL 54 STOUFFVILLE; PT LT 31 PL 54 STOUFFVILLE; PT LT 40 PL 54  
STOUFFVILLE; PT LT 41 PL 54 STOUFFVILLE PTS 1, 7, 65R2555 ; S/T  
R221467,R221469 WHITCHURCH-STOUFFVILLE  
**Address** 6072 MAIN STREET  
STOUFFVILLE

**Consideration**

**Consideration** \$0.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

**Name** PAHWA, AJAY  
**Address for Service** 76 GLENAYR ROAD  
RICHMOND HILL, ONTARIO  
L4B 2B4

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

**Party To(s)**

**Capacity**

**Share**

**Name** WALLIS SIMPSON, COURTNEY SAMANTHA **Capacity:** N/A  
**Address for Service** 6072 MAIN STREET  
STOUFFVILLE, ONTARIO

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

**Statements**

This notice may be deleted by the Land Registrar when the registered instrument, YR608874 registered on 2005/03/08 to which this notice relates is deleted

Schedule: 1, AJAY PAHWA, HAVING AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY IN THE CHARGE REGISTERED ON MARCH 8, 2005 AS YR 608874, IN THE NAME OF COURTNEY SAMANTHA WALLIS SIMPSON, IN RESPECT OF THE LAND IN PIN 03715-0004 AND HEREBY APPLIES UNDER SECTION 71 OF THE LAND TITLES ACT FOR THE ENTRY OF A NOTICE OF AGREEMENT AMENDING CHARGE AS FOLLOWS: THE PRINCIPAL AMOUNT IS AMENDED TO \$440,000.00.

This document relates to registration no.(s)YR608874

**Signed By**

Edward Andrew Groves 103 Devondale Street acting for Applicant(s) Signed 2005 06 28  
Courtice L1E 1Z9  
**Tel** 9054400136  
**Fax** 9056663750

**Submitted By**

ON LINE TITLES INC. 103 Devondale Street 2005 06 28  
Courtice L1E 1Z9  
**Tel** 9054400136  
**Fax** 9056663750

**Fees/Taxes/Payment**

**Statutory Registration Fee** \$60.00  
**Total Paid** \$60.00

**TAB C**





Ontario

MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #65

03710-0193 (LUT)

PAGE 1 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/16 AT 16:35:51

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PT LTS 49 & 50, PL 70 STOUFFVILLE, PT 2, 65R25634; WHITCHURCH-STOUFFVILLE;

STUFFER STREET

CONSENT TO SEVERANCE IN YR303549

RECENTLY:  
DIVISION FROM 03710-0086

PLN CREATION DATE:  
2003/06/03

ESTATE/QUALIFIER:  
FEE SIMPLE

IT CONVERSION QUALIFIED

CAPACITY SHARE  
BENO

OWNERS' NAMES  
WALLIS- SIMPSON, COURTNEY SAMANTHA

PARTIES TO

CERT/  
CHKD

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRIVYOT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/06/03 **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE				
**		LET THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE				
**DATE OF		CONVERSION TO				
		LAND TITLES: 1999/12/20 **				
		NOTE: THE NO DEALINGS				
		INDICATOR IS IN EFFECT ON THIS PROPERTY				
65R25634	2003/01/14	PLAN REFERENCE				
YR303291	2003/05/22	NOTICE				
YR303682	2003/05/22	TRANSFER				
YR347782	2003/08/26	BYLAW DEEM PLMP				
YR375271	2003/10/17	TRANSFER	\$200,000			
		REMARKS: PLANNING ACT STATEMENTS				
YR386900	2003/11/10	CHARGE				
YR422990	2004/01/30	CHARGE				

THIS IS EXHIBIT C ATTACHED  
 TO THE AFFIDAVIT OF  
Courtney Wallis Simpson  
 SWORN 22 December 2005  
[Signature]  
 A COMMISSIONER  
M. J. MacMillan

WALMSLEY, GISELA

WALLIS- SIMPSON, COURTNEY SAMANTHA

HSBC BANK CANADA

SHAPER, BARRY

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



MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

LAND  
REGISTRY  
OFFICE #65

\* CERTIFIED BY LAND REGISTRY IN ACCORDANCE WITH LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03710-0193 (IF)

PAGE 2 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/16 AT 16:35:51

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR598914	2005/02/10 REMARKS: RE: YR422990	DISCH OF CHARGE		*** COMPLETELY DELETED ***	SNAPER, BARRY	
YR598943	2005/02/10	CHARGE	\$210,000	WALLIS- SIMPSON, COURTNEY SAMANTHA	PAHWA, ADAY	C
YR623690	2005/04/14 REMARKS: RE: YR386900	DISCH OF CHARGE		*** COMPLETELY DELETED ***	HSBC BANK CANADA	
YR695317	2005/09/01 REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
YR731762	2005/11/15	NOTICE		WRIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		C
YR733817	2005/11/17 REMARKS: RESTRAINING ORDER	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C

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

000213

**Properties**

PIN 03710 - 0193 LT Estate/Qualifier Fee Simple Lt Conversion Qualified  
 Description PT LTS 49 & 50, PL 70 STOUFFVILLE, PT 2, 65R25634; WHITCHURCH-STOUFFVILLE;  
 Address WHITCHURCH-STOUFFVILLE

PIN 03710 - 0194 LT Estate/Qualifier Fee Simple Lt Conversion Qualified  
 Description PT LTS 49 & 50, PL 70 STOUFFVILLE, PT 3, 65R25634; WHITCHURCH-STOUFFVILLE;  
 Address WHITCHURCH-STOUFFVILLE

**Chargor(s)**

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

Name WALLIS- SIMPSON, COURTNEY SAMANTHA  
 Address for Service 589 CAM FELLA BLVD.,  
 STOUFFVILLE, ONTARIO  
 L0H 1L0

I am at least 18 years of age.  
 The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

Capacity

Share

Name PAHWA, AJAY  
 Address for Service 76 GLENAYR RD.,  
 RICHMOND HILL, ONTARIO  
 L4B 2V5

**Provisions**

Principal \$210,000.00 Currency CDN  
 Calculation Period  
 Balance Due Date DUE ON DEMAND  
 Interest Rate  
 Payments  
 Interest Adjustment Date  
 Payment Date  
 First Payment Date  
 Last Payment Date  
 Standard Charge Terms 200033  
 Insurance Amount full insurable value  
 Guarantor

**Signed By**

Edward Andrew Groves 103 Devondale Street acting for Chargor(s) Signed 2005 02 10  
 Courtice L1E 1Z9

Tel 9054400136  
 Fax 9056663750

**Submitted By**

ON LINE TITLES INC. 103 Devondale Street 2005 02 10  
 Courtice L1E 1Z9

Tel 9054400136  
 Fax 9056663750

LRO # 65 Charge/Mortgage  
The applicant(s) hereby applies to the Land Registrar.

Registered as YR598943 on 2005 02 10 at 15:53  
yyyy mm dd Page 2 of 2

000215

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Total Paid	\$60.00



MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

LAND  
REGISTRY  
OFFICE #65  
\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \*

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
03710-0194 (LN)

PAGE 1 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/16 AT 16:36:33

*STUFFER STREET*

PROPERTY DESCRIPTION: PT LNS 49 & 50, PL 70 STOUFEVILLE, PT 3, 65R25634, WHITCHURCH-STOUFEVILLE;  
PROPERTY REMARKS:  
ESTATE/QUALIFIER:  
FEE SIMPLE  
IF CONVERSION QUALIFIED  
OWNERS: MR/MES  
WALLIS-SIMPSON, COURTNEY SAMANTHA  
CAPACITY SHARE  
BENO

RECENTLY:  
DIVISION FROM 03710-0086  
PIN CREATION DATE:  
2003/06/03

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/06/03 **				
** SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44(1) OR THE LAND TITLES ACT, EXCEPT		PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE		LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE		REGISTRY ACT APPLIES.		
**DATE OF		CONVERSION TO		LAND TITLES: 1999/12/20 **		
NOTE: THE		NO DEALINGS		INDICATOR IS IN EFFECT ON THIS PROPERTY		
65R25634	2003/01/14	PLAN REFERENCE				C
YR303291	2003/05/22	NOTICE		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFEVILLE		C
YR303550	2003/05/22	TRANSFER		*** COMPLETELY DELETED *** NEWMARCH, STANLEY	WALMSLEY, GISELA	C
		REMARKS: PLANNING ACT STATEMENTS				
YR347782	2003/08/26	BYLAW DEEM BYLAW		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFEVILLE		C
YR375271	2003/10/17	TRANSFER	\$200,000	WALMSLEY, GISELA	WALLIS-SIMPSON, COURTNEY SAMANTHA	C
		REMARKS: PLANNING ACT STATEMENTS				
YR386900	2003/11/10	CHARGE		*** COMPLETELY DELETED *** WALLIS-SIMPSON, COURTNEY SAMANTHA WALLIS-SIMPSON, COURTNEY SAMANTHA	HSBC BANK CANADA	C
YR422990	2004/01/30	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

LAND  
REGISTRY  
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
03710-0194 (1P)

PAGE 2 OF 2  
PREPARED FOR Kent1234  
ON 2005/12/16 AT 16:36:33

\* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR598914	2005/02/10	DISCH OF CHARGE		WALLIS- SIMPSON, COURTNEY SAMANTHA *** COMPLETELY DELETED ***	SWAPER, BARRY SWAPER, BARRY	
		REMARKS: RE: YR422990				
YR598943	2005/02/10	CHARGE	\$210,000	WALLIS- SIMPSON, COURTNEY SAMANTHA	PAHWA, AMY	C
YR523690	2005/04/14	DISCH OF CHARGE		*** COMPLETELY DELETED ***	HSBC BANK CANADA	
		REMARKS: RE: YR386900				
YR695317	2005/09/01	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/1000-636)		C
YR731763	2005/11/15	NOTICE		WRIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		C
YR733817	2005/11/17	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C
		REMARKS: RESTRAINING ORDER				

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

**TAB D**

9 KAWAGAMA LAKE ROAD  
DORSET, ONTARIO

Abstract Index  
Répertoire par lot

Lot 1 Plan / Concession 13 Page 36  
SHERBORNE

LANDS FIRSTLY

THIS IS EXHIBIT D ATTACHED  
TO THE AFFIDAVIT OF

Courtney Wallis Simpson  
SWORN 22 December 2005

Ontario

Registration Number N° de l'inscriptio enregistrement	Instrument Type Type d'acte	Registration Date Date d'enregistrement YYYY MM JJ	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds / Observations
	DEPOSIT	2002 05 30	see DEPOSIT No. 240056			Re: 42492 (Proof of Death for GRAHAM, Joseph)
240057	TRANSFER	2002 05 30	GRAHAM, Mary	GRAHAM, Mary GRAHAM, Allan Robert/JT	2.00	As in 42492, Save and Except Part 18, RD-56
	DEPOSIT	2002 05 31	see DEPOSIT No. 240085			Re: 111475, 124406
240086	TRANSFER (QC)	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	REIDT, Lyle W. REIDT, Mary Helen /JT	nil	Firstly: Part 2, 19R-3154
240087	TRANSFER (QC)	2002 05 31	REIDT, Lyle W. REIDT, Mary Helen	WALKER, John Sidney WALKER, Beryle Olive /JT	nil	Part 1, 19R-3154
240088	TRANSFER	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	SIMPSON, Courtney Wallis - see photo	257,911.57	Firstly: Parts 1,7, 19R-3154 Planning Act Statements
240089	CHARGE	2002 05 31	SIMPSON, Courtney Wallis	THE ROYAL BANK OF CANADA - see photo	238,380.00	Firstly: Parts 1,7, 19R-3154
	DEPOSIT	2002 10 31	see DEPOSIT No. 243224			Re: 161157
243226	TRANSFER	2002 10 31	ANNIS, Anna May	FLYNN, Richard John FLYNN, Nancy Elizabeth /JT	254,000.00	Firstly - Part 9, 19R-4768 Planning Act Statements
243227	CHARGE	2002 10 31	FLYNN, Richard John FLYNN, Nancy Elizabeth	CIBC MORTGAGES INC., trading as Firstline Mortgages	190,500.00	Firstly - Part 9, 19R-4768
243268	TRANSFER	2002 11 01	BALLESTRIN, Gino	TIEMAN, Andre TIEMAN, Jane Frances /JT	89,000.00	Firstly - As in 140402 Secondly - Part 3, 19R-4214
243269	CHARGE	2002 11 01	TIEMAN, Andre TIEMAN, Jane Frances	THE TORONTO-DOMINION BANK	66,750.00	Firstly - As in 149402 Secondly - Part 3, 19R-4214

M. J. Magnillan



Abstract Index  
Répertoire par lot

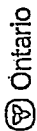
SHERBORNE TOWNSHIP Lot 1 With / Concession 13 Page 37



Registration Number Numéro d'enregistrement	Instrument Type Type d'acte	Execution Date Date d'enregistrement YYYY MM JJ	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds/Observations
	DEPOSIT	2002 11 21	see DEPOSIT No. 243595			Re: 243223
	DEPOSIT	2003 01 14	see DEPOSIT No. 244366			Re: 182223 (Proof of Death for BLACKLEY, Roberta Mary Ann)
244367	TRANSFER	2003 01 14	BLACKLEY, David James	BLACKLEY, David James	nil	As in 182223
247727	CHARGE	2003 07 28	FREBERG, Donna Louise	ROYAL BANK OF CANADA	75,000.00	As in 219707
Discharge by # 251229 2003/02/21						
250228	CHARGE	2003 11 14	SIMPSON, Courtney Mallis	HSBC BANK CANADA	2,499,000.00	Firstly: Pacts 1,7, 19R-3154
Discharge by # 259536						
	DEPOSIT	2004 02 18	see DEPOSIT No. 251830			Re: 243226 (Proof of Death for FLYNN, Richard John Patrick)
251831	TRANSFER	2004 02 18	FLYNN, Nancy Elizabeth	FLYNN, Nancy Elizabeth	2.00	Firstly - Part 9, 19R-4768
255275	TRANSFER	2004 08 04	ROSS, Mary-Helen	ROSS, Mary-Helen MCVICAR, Joseph Edwin /JT	nil	As in 222897
255276	CHARGE	2004 08 04	MCVICAR, Joseph Edwin	THE BANK OF NOVA SCOTIA	96,750.00	As in 222897
255970	CHARGE	2004 09 07	RABJOHN, Ross E.	THE BANK OF NOVA SCOTIA	100,000.00	Firstly: Part 1, RD 167 Secondly: Part 2, RD 167
259537	CHARGE	2005 03 09	SIMPSON, Courtney Mallis	PAWHA, AJay -see photo	220,000.00	Firstly: Pacts 1,7, 19R-3154
262178	CHARGE	2005 07 18	DAVIES, Adrian Gwilym PRATT, George Frank William	THE TORONTO-DOMINION BANK	85,000.00	As in 229020, Log with ROW
262543	TRANSFER	2005 08 04	FEATHERSTONE, Joan	MOORE, Julia Claire	150,000.00	ROW As in 189443
ENTREED 2005/08/05 VP						

Continued on/Suite à la page 38

Abstract Index  
Répertoire par lot



Registration Number Numero d'inscription	Instrument Type Type d'acte	Registration Date Date d'inscription AAAA MM JJ	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds/Observations
263355	CERTIFICATE	2005 09 12		TOWNSHIP OF ALGONQUIN HIGHLANDS <i>-see page</i>	9,098.35	Re: Firstly - Parts 1, 7, 19R-3154
263604	TRANSFER	2005 09 23	BLACKLEY, James David BLACKLEY, Heather Lily	BLACKLEY, James David	nil	As in 212285
263605	CHARGE	2005 09 23	BLACKLEY, James David	THE TORONTO-DOMINION BANK	150,000.00	As in 212285
				VICTORSON/TARRES-TITLES LIMITED P.O. BOX 1884, BRACEBRIDGE, ONTARIO PIL 1V5		
						NOV. 18/05 8:30 AM

*[Handwritten signature]*

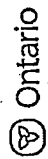
91 KAWAGAMA LAKE ROAD  
DORSET, ONTARIO

Abstract Index  
Répertoire par lot

Page 1(b)

LANDS SECONDLY

ORIGINAL SHORE ROAD ALLOWANCE IFO Lot 1  
SHERBORNE



Registration Number Numéro d'enregistrement	Instrument Type Type d'acte	Registration Date Date d'enregistrement YY MM DD	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds / Observations
235617	TRANSFER	2001 08 30	DAMM, Henry DAMM, Helen	DAVIES, Derris McLean DAVIES, Frederick Arthur /JT	320,000.00	Secondly - Parts 2,3, 19R-3532 Planning Act Statements
235618	CHARGE	2001 08 30	DAVIES, Derris McLean DAVIES, Frederick Arthur	THE BANK OF NOVA SCOTIA	225,000.00	Secondly - Parts 2,3, 19R-3532
	DEPOSIT	2002 05 31	see DEPOSIT No. 240085			Re: 111475, 124406
240086	TRANSFER (OC)	2002 05 31	WALKER, John Sidney WALKER, Mary Helen	REIDT, Lyle W. REIDT, Mary Helen /JT	nil	Secondly: Part 3, 19R-3154
240088	TRANSFER	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	SIMPSON, Courtney Wallis -SLL PHOTO	257,911.57	Secondly: Part 6, 19R-3154 Planning Act Statements
240089	CHARGE	2002 05 31	SIMPSON, Courtney Wallis	THE ROYAL BANK OF CANADA -SLL PHOTO	238,380.00	Secondly: Part 6, 19R-3154
250228	CHARGE	2002 11 14	SIMPSON, Courtney Wallis	HSBC BANK CANADA	2,400,000.00	Secondly: Part 6, 19R-3154
Discharge by # 259536						
259537	CHARGE	2005 03 09	SIMPSON, Courtney Wallis	PAHWA, Ajay -SLL PHOTO	220,000.00	Secondly: Part 6, 19R-3154
262178	CHARGE	2005 07 18	DAVIES, Adrian Gwilym PRATT, George Frank William	THE TORONTO-DOMINION BANK	85,000.00	ROW
263355	CERTIFICATE	2005 09 12		TOWNSHIP OF ALGONQUIN HIGHLANDS -SLL PHOTO	9,098.35	Re: Secondly - Part 6, 19R-3154
263604	TRANSFER	2005 09 23	BLACKLEY, James David BLACKLEY, Heather Lily	BLACKLEY, James David	nil	As in 212285
263605	CHARGE	2005 09 23	BLACKLEY, James David	THE TORONTO-DOMINION BANK	150,000.00	As in 212285



# Transfer/Deed of Land

Form 1 - Land Registration Reform Act

CAKESoft Inc.  
(416) 367-0600  
12/1998

**A**

00022

<p style="text-align: center;">Number <b>240088</b> <b>CERTIFICATE OF REGISTRATION</b>  MAY 31 2002</p> <p style="text-align: center;"><i>Cheryl Howe</i> HALBURTON MINDEN New Property Identifiers</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages	
	(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>	
	(4) Consideration Two hundred fifty seven thousand nine hundred and eleven dollars and <del>twenty five</del> <sup>57</sup> cents Dollar \$ 257,911. <sup>57</sup>		
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> <b>FIRSTLY: Part of Lot 1, Concession 13, Township of Sherborne, County of Haliburton, designated as Parts 1 &amp; 7, Plan 19R-3154 1 13</b> <b>SECONDLY: Part of the OSRA in front of Lot 12, Concession said Township of Sherborne, designated as Part 6, Plan 19R-3154, closed by By-law 35, Registered as #12.</b>		
(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that We are spouses of one another.			
Name(s) WALKER, John Sidney	Signature(s) <i>John Sidney Walker</i>	Date of Signature Y M D 2002 05 27	
WALKER, Beryle Olive	<i>Beryle Olive Walker</i>	2002 05 27	
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction			
(10) Transferor(s) Address for Service 148 Hunters Bay Drive, Huntsville, Ontario P1H 1M9			
(11) Transferee(s) SIMPSON, Courtney Wallis			
(12) Transferee(s) Address for Service General Delivery, Dorset, Ontario P0A 1E0			
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.			
Signature <i>John Sidney Walker</i>		Signature <i>Beryle Olive Walker</i>	
Date of Signature Y M D 2002 05 27		Date of Signature Y M D 2002 05 27	
Name and Address of Solicitor David R. Currie, Thoms & Currie 6 Main Street West Huntsville, Ontario P1H 2E1			
(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.			
Name and Address of Solicitor Thomas Pinckard 106 Main St. EPO Box 5500, Huntsville, Ontario, P1H 2K8		Date of Signature Y M D 2002 05 30	
(15) Assessment Roll Number of Property			
City	Mun.	Map	Sub. Par.
46	21	011	000 04100
(16) Municipal Address of Property 9 Kawagama Lake Road Dorset, Ontario, Ontario P0A 1E0		(17) Document Prepared by: David R. Currie Thoms & Currie Barristers & Solicitors 6 Main Street West Huntsville, Ontario P1H 2E1 <i>Walker</i>	
(15) Assessment Roll Number of Property		(17) Document Prepared by:	
City Mun. Map Sub. Par.		21939-02	
46 21 011 000 04100		David R. Currie Thoms & Currie Barristers & Solicitors 6 Main Street West Huntsville, Ontario P1H 2E1 <i>Walker</i>	
(16) Municipal Address of Property		(17) Document Prepared by:	
9 Kawagama Lake Road Dorset, Ontario, Ontario P0A 1E0		21939-02	
David R. Currie Thoms & Currie Barristers & Solicitors 6 Main Street West Huntsville, Ontario P1H 2E1 <i>Walker</i>		FOR OFFICE USE ONLY	
FOR OFFICE USE ONLY		Fees and Tax	
Registration Fee		6000	
Land Transfer Tax		2343.67	
Total		2403.67	

# Charge/Mortgage of Land

Form 2 -- Land Registration Reform Act

B

(1) Registry  Land Titles  (2) Page 1 of 1 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Principal Amount TWO HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED EIGHTY----- Dollars \$ 238,380.00

(5) Description  
 FIRSTLY: Part Lot 1, Concession 13, designated Parts 1 and 7, Plan 19R-3154, Township of Sherborne County of Haliburton  
 SECONDLY: Part of the OSRA in front of Lot 1, Concession 13, said Township of Sherborne designated as Part 6, Plan 19R-3154, closed by By-Law 35, Registered as #12

FOR OFFICE USE ONLY

Number **240089**  
**CERTIFICATE OF REGISTRATION**

14:09 MAY 31 2002

HALIBURTON *Charge House*  
 WINDEN Land Registrar

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for Description  Additional Parties  Other  (7) Interest/Estate Charged Fee Simple

(8) Standard Charge Terms -- The parties agree to be bound by the provisions in Standard Charge Terms filed as number 20017 and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions		(b) Interest Rate	(c) Calculation Period
(a) Principal Amount \$	\$238,380.00	See Box 10 % per annum	semi-annually not in advance
(d) Interest Adjustment Date	Y: 2002 M: 05 D: 31	(e) Payment Date and Period	(f) First Payment Date
		30th monthly	Y: 2002 M: 06 D: 30
(g) Last Payment Date	2003:05:31	(h) Amount of Each Payment	
		ONE THOUSAND ONE HUNDRED NINETY-THREE AND - 39/100 Dollars \$1,193.39	
(i) Balance Due Date	2003:05:31	(j) Insurance	
		FULL REPLACEMENT VALUE Dollars \$	

(10) Additional Provisions  
 The interest rate for this Charge is the Prime Rate Minus 0.500%. This Charge is made in pursuance of the NHA. This Charge is an open, Variable Rate Mortgage and is repayable in blended instalments of principal and interest until the Balance Due Date. Continued on Schedule

(11) Chargar(s) The chargor hereby charges the land to the chargee and certifies that the chargor is at least eighteen years old and that I am a spouse and the person consenting below is my spouse.

The chargor(s) acknowledge(s) receipt of a true copy of this charge.  
 Name(s) SIMPSON, Courtney Wallis Signature(s) *[Signature]* Date of Signature Y: 2002 M: 05 D: 30

(12) Spouse(s) of Chargar(s) I hereby consent to this transaction.  
 Name(s) SIMPSON, Kenneth Wayne Signature(s) *[Signature]* Date of Signature Y: 2002 M: 05 D: 30

(13) Chargar(s) Address for Service  
General Delivery, Dorset, Ontario POA 1E0

(14) Chargee(s)  
THE ROYAL BANK OF CANADA

(15) Chargee(s) Address for Service  
Personal Service Centre, 180 Wellington Street West, 2nd Floor Toronto, Ontario M5J 1J1

(16) Assessment Roll Number of Property  
 City: 46 Mun: 21 Map: 011 Sub: 000 Par: 04100

(17) Municipal Address of Property  
9 Kawagama Lake Road Dorset, Ontario POA 1E0  
 (18) Document Prepared by:  
Thomas C. Pinckard P. O. Box 5500 Huntville, Ontario P1H 2K8  
*Northern*

Fees	
Registration Fee	6000
Total	6000

000225

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

259537  
CERTIFICATE OF REGISTRATION  
MAR 09 2005  
HALIBURTON Charge  
No. 19 MINDEN Land Registrar

KJR

(1) Registry  Land Titles  (2) Page 1 of 1 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Principal Amount  
TWO HUNDRED TWENTY THOUSAND- Dollars \$ 220,000.00

(5) Description  
FIRSTLY: PART OF LOT 1, CONCESSION 13, DESIGNATED AS PARTS 1 AND 7, PLAN 19R-3154  
SECONDLY: PART OF THE OSRA IN FRONT OF LOT 1, CONCESSION 13, DESIGNATED AS PART 6, PLAN 19R-3154, CLOSED BY BY-LAW 36, REGISTERED AS NO. 12, TOWNSHIP OF SHERBORNE, COUNTY OF HALIBURTON

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Charged Fee Simple

(8) Standard Charge Terms - The parties agree to be bound by the provisions in Standard Charge Terms filed as number 9320 and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions (a) Principal Amount \$ 220,000.00 (b) Interest Rate % per annum ON DEMAND (c) Calculation Period Y M D

(d) Interest Adjustment Date Y M D (e) Payment Date and Period (f) First Payment Date Y M D

(g) Last Payment Date (h) Amount of Each Payment Dollars \$ FULL INSURABLE VALUE

(i) Balance Due Date (j) Insurance Dollars \$

(10) Additional Provisions

Continued on Schedule

(11) Chargor(s) The chargor hereby charges the land to the chargee and certifies that the chargor is at least eighteen years old and that I AM A SPOUSE. I AM NOT SEPARATED FROM MY SPOUSE. THE PROPERTY CHARGED IS NOT ORDINARILY OCCUPIED BY ME AND MY SPOUSE AS OUR MATRIMONIAL HOME FAMILY RESIDENCE.

The chargor(s) acknowledge(s) receipt of a true copy of this charge. Name(s) SIMPSON, Courtney Wallis Signature(s) [Signature] Date of Signature Y M D 2005 03 04

(12) Spouse(s) of Chargor(s) I hereby consent to this transaction. Name(s) Signature(s) Date of Signature Y M D

(13) Chargor(s) Address for Service 587 CAM FELLA BOULEVARD, STOUFFVILLE, ONTARIO, L0H 1L0

(14) Chargee(s) PAIWA, Ajay

(15) Chargee(s) Address for Service 76 GLENAYR ROAD, RICHMOND HILL, ONTARIO, L4B 2V5

(16) Assessment Roll Number of Property: Cty. 40, Mun. 21, Map 011, Sub. 000, Par. 04100

(17) Municipal Address of Property: 9 KAWAGAMA LAKE ROAD, DORSET, ONTARIO, P0A 1E0

(18) Document Prepared by: Debra J. Sweetman, 340 Byron Street South, Whitby, Ontario, L1N 4P8

FOR OFFICE USE ONLY

Fees	
Registration Fee	6000
Total	6000

D 000225

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">263355</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF REGISTRATION</p> <p style="text-align: center;">SEP 12 2005</p> <p style="text-align: center;">14:25 HALIBURTON MINDEN</p> <p style="text-align: center; font-weight: bold;">Cheryl Horvath Land Registrar</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 1 pages <span style="float: right;">KE</span></p> <p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document Tax Arrears Certificate Municipal Act, 2001</p> <p>(5) Consideration N/A Dollars \$ N/A</p> <p>(6) Description FIRSTLY: Part Lot 1, Concession 13 Geographic Township of Sherborne In the Township of Algonquin Highlands County of Haliburton (No 19) Designated as Parts 1 &amp; 7 on Reference Plan 19R3154 SECONDLY: Part of the OSRA in front of Lot 1, Concession 13 Geographic Township of Sherborne In the Township of Algonquin Highlands County of Haliburton (No 19) Designated as Part 6 on Reference Plan 19R3154</p> <p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>						
<p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(8) This Document provides as follows: The person signing in Box 10 hereby verifies that all or part of tax arrears in the amount of \$9,098.35 were owing on the 31<sup>st</sup> day of December, 2004 and at least part of such amount plus any additional real property taxes and costs are still owing to the municipality or board named in Box 10 and that the land described in this document will be sold by public sale if the cancellation price is not paid within one year following the date of registration of this document. Notes: A. The time period for paying the cancellation price may be extended if the municipality or board authorizes an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of the land before the expiry of the one-year period. B. The cancellation price will be calculated as of the date that the amount of the tax arrears are paid to the municipality or board and will be higher than the amount set out above. C. If there is no successful purchaser at the public sale, the land, upon registration of a notice of vesting, will vest in the municipality or board. D. Any inquiries relating to this matter may be directed to the municipality or board named in Box 10 at the address shown in Box 11. <span style="float: right;">Continued on Schedule <input type="checkbox"/></span></p>						
<p>(9) This Document relates to instrument number(s) N/A</p>							
<p>(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) <i>Sheila Griffin</i> Date of Signature Y M D 2005 08 31 THE CORPORATION OF THE TOWNSHIP OF ALGONQUIN HIGHLANDS Sheila Griffin Treasurer/Tax Collector Treasurer or Authorized Officer or employee of the Municipality or Board I have authority to bind the Corporation</p>							
<p>(11) Address For Service R.R. #2, North Shore Road, Minden, Ontario K0M 2K0</p>							
<p>(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D N/A</p>							
<p>(13) Address For Service N/A</p>							
<p>(14) Municipal Address of Property  Not Assigned</p>	<p>(15) Document Prepared by: <i>Kapthorn</i> Realtax Inc. P.O. Box 95501 350 Davis Drive Newmarket, Ontario L3Y 2N6  Roll No. 46 21 011 000 04100 0000 File No. HNAH05-02</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td style="text-align: right;">60.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">60.00</td> </tr> </table>	Fees and Tax		Registration Fee	60.00	Total	60.00
Fees and Tax							
Registration Fee	60.00						
Total	60.00						

**TAB E**



NOTICE OF SALE UNDER MORTGAGE THIS IS EXHIBIT E ATTACHED

To: COURTNEY SAMANTHA WALLIS-SIMPSON  
6072 Main Street (Whitchurch-Stouffville)  
Stouffville, Ontario  
L4A 1B8

TO THE AFFIDAVIT OF  
Courtney Wallis Simpson  
SWORN 22 December 2005  
[Signature]  
A COMMISSIONER  
[Signature]

AND TO all those persons listed in Schedule "A" hereto

TAKE NOTICE that default has been made in payment of the moneys due under a certain Charge/ Mortgage of Land dated the 8th day of March, 2005 and the 28<sup>th</sup> day of June, 2005 made between

AJAY PAHWA

as Chargor

- and -

COURTNEY SAMANTHA WALLIS-SIMPSON

as Chargee

upon the following property, namely:

Part Lots 49 and 50, Plan 70 Stouffville, Part 2, 65R25634; Whitchurch-Stouffville, Town of Whitchurch-Stouffville, Regional Municipality of York, Land Title Office No. (65)  
PIN 03710-0193 (LT)

The Charge/Mortgage of Land ("the mortgage") was registered the 10th day of February, 2005 in the Land Registry Office for the Land Titles Division of York Region (No. 65) Newmarket as Instrument No. YR598943.

The Charge/Mortgage is pursuant to demand which was made on the 27<sup>th</sup> day of May, 2005.

AND I hereby give you notice that the amount now due on the mortgage for principal money, interest, and costs respectively, are as follows:

mortgage principal balance after credit for principal payments received	\$ 210,000.00
for costs (including 7% GST)	<u>2,675.00</u>
Total due November 10, 2005	<u>\$212,675.00</u>

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper).

*Notice of Sale Under Mortgage*

2

AND unless the said sums are paid on or before the 22nd day of December, 2005, I shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated at Toronto, Ontario this 10th day of November, 2005.

Name of secured party:

AJAY PAHWA

by its solicitors **Beard Winter  
LLP**

Per: 

Richard H. Parker, Q.C.

File no. 94221-002

**BEARD WINTER LLP**

Barristers and Solicitors,  
130 Adelaide Street West,  
Suite 701,  
Toronto, Ontario  
M5H 2K4

(416) 593-5555 (telephone)

(416) 306-1775 (direct telephone)

(416) 593-7760 (facsimile)

*Notice of Sale Under Mortgage*

3

**SCHEDULE "A"**

To:

COURTNEY SAMANTHA WALLIS-SIMPSON  
6072 Main Street  
Stouffville, Ontario  
L4A 1B8

Spouse or same-sex partner of  
COURTNEY SAMANTHA WALLIS-SIMPSON  
6072 Main Street  
Stouffville, Ontario  
L4A 1B8

COURTNEY SAMANTHA WALLIS-SIMPSON  
c/o York Management Group  
1-28 Sandiford Drive  
Stouffville, Ontario  
L4A 7X5

Spouse or same-sex partner of  
COURTNEY SAMANTHA WALLIS-SIMPSON  
1 - 28 Sandiford Drive  
Stouffville, Ontario  
L4A 7X5

COURTNEY SAMANTHA WALLIS-SIMPSON  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

Spouse or same-sex partner of  
COURTNEY SAMANTHA WALLIS-SIMPSON  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

COURTNEY SAMANTHA WALLIS-SIMPSON  
589 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

Spouse or same-sex partner of  
COURTNEY SAMANTHA WALLIS-SIMPSON  
589 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

**TAB F**

BENNETT JONES | LLP

3400 One First Canadian Place  
 PO Box 130  
 Toronto Ontario  
 Canada M5X 1A4  
 Tel 416.863.1200  
 Fax 416.863.1716  
 www.bennettjones.ca

M. Joanne MacMillan  
 Direct Line: 416.777.4629  
 e-mail: macmillanj@bennettjones.ca  
 Our File No.: 56445.1

December 1, 2005

Via Facsimile

Richard H. Parker, Q.C.  
 Beard Winter LLP  
 Barristers and Solicitors  
 130 Adelaide Street West  
 Suite 710  
 Toronto, ON, M5H 2K4

Dear Sir:

Re: **Pandya v. Simpson et al.**  
**Court File No. 05-CL-6159**

We are the solicitors of record for the court appointed receiver and the plaintiff in the above-noted matter. We enclose a copy of Mr. Justice Ground's order dated November 17, 2005 for your information.

On November 29, 2005, during the receiver's examination of the defendant, Courtney Simpson, we were advised that you have initiated foreclosure proceedings with respect to one or more of Ms. Simpson's properties. It is the receiver's position that your client cannot maintain such proceedings given the terms of Justice Ground's order.

We will be seeking the direction of the court next week regarding the disposition of the defendants' assets. We will provide you with the notice of motion.

Yours truly,



BENNETT JONES LLP

MJM/eg  
 Enclosure

DMSTORLegal\056445\00001\373110v1

THIS IS EXHIBIT F ATTACHED

TO THE AFFIDAVIT OF

Courtney Wallia Simpson

SWORN 22 December 2005


A COMMISSIONER

M. J. MacMillan

Court File No. 05-CL-6159

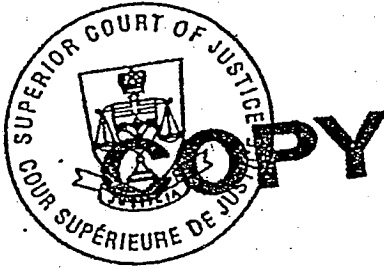
**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE  
MR. JUSTICE GROUND

)  
)  
)

THURSDAY, THE 17<sup>TH</sup> DAY OF  
NOVEMBER, 2005

**BETWEEN:**



UDAYAN PANDYA

Plaintiff

- and -

COURTNEY WALLIS SIMPSON, YORK REGION  
REALTY INC., WALLIS SIMPSON & ASSOCIATES  
AND CAMEO INVESTMENTS

Defendants

In the Matter of the *Class Proceedings Act, 1992*

**ORDER FOR AN APPOINTMENT OF AN INTERIM RECEIVER**

**THIS MOTION** made by the plaintiff for an order appointing a receiver of Courtney Wallis Simpson ("Simpson") personally and for York Region Realty Inc. ("York Reality") pursuant to s. 101 of the *Courts of Justice Act* with investigatory and preservation powers was heard by the court this day at 393 University Avenue, Toronto.

**UPON READING** the affidavits of Udayan Pandya and Richard Kwasniewicz and on hearing the submissions of counsel for the plaintiff, no one appearing for the defendants

despite short notice of this matter, and upon being advised that Ms. Simpson is aware of this proceeding and that the relief sought would likely be granted if she did not attend,

1. **THIS COURT ORDERS** that Michael J. Quilling be appointed a receiver (the "Receiver") over the assets of Simpson and York Realty pursuant to s. 101 of the *Courts of Justice Act* with the powers and duties hereinafter set out.
2. **THIS COURT ORDERS** that the defendants be given leave on three days notice to the plaintiff and the Receiver to bring any motion they might see fit to vary this order.
3. **THIS COURT ORDERS** that Bennett Jones LLP be appointed as counsel to the Receiver, that the Receiver shall, in its discretion be entitled to share information received by it with the plaintiff but that the information obtained under this order shall not, without further direction and order, of this Court, be used in any criminal proceedings.
4. **THIS COURT ORDERS** that the Receiver shall have the power to engage consultants, agents, employees, experts, auditors, accountants, managers, solicitors and counsel and such other assistants from time to time and on whatever basis, including on a temporary basis, as it may consider an the business of any of the defendants or generally exercising the powers and duties conferred by this Order.
5. **THIS COURT ORDERS** that the Receiver may apply to this Court for advice and directions relating to the proper exercise of its powers hereunder, or for any variations to this Order.

#### **Preservation of Assets**

6. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized for and on behalf of and in the name of any of the defendants to take possession and control of all of the present and future assets, undertaking and property of the defendants and any funds, proceeds or

other assets directly or indirectly related to the funds allegedly raised by the defendants as alleged in the statement of claim (the "Property") and any and all proceeds, receipts and disbursements arising out of or from the Property, until further order of this Court, and to act at once in respect of the Property. Without in any way limiting the generality of the foregoing and in furtherance thereof, the Receiver is hereby expressly empowered and authorized on the Receiver's behalf, but not obligated:

- (a) to take such steps as in the opinion of the Receiver are necessary or appropriate 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, provided that the Receiver shall not evict or dispossess any occupant of any residential dwelling without further order of this Court made on notice to such occupant;
- (b) to take such steps as in the opinion of the Receiver are necessary or appropriate to maintain control over all receipts and disbursements arising out of or from the Property;
- (c) to receive and collect all monies, debts, claims, choses in action and accounts now owed or hereafter owing to any of the defendants in respect of the Property and to exercise all remedies of any of the defendants in collecting all such monies, including, without limitation, to enforce any security held by any of the defendants and to receive and recover all funds, monies, cash, cash equivalents, negotiable securities, accounts and any other assets on deposits to banks, brokerages and other financial or other institutions;
- (d) to join in and execute, assign, issue and endorse such transfers, conveyances, contracts, leases, deeds, bills of sale, cheques, bills of lading or exchange, or other documents of whatever nature in respect of any of the Property, in the name and on behalf of any of the defendants, which are necessary, desirable or convenient in, the opinion of the Receiver for any purpose pursuant to this Order;



- (e) to initiate, prosecute and continue the prosecution of any and all proceedings as may in its judgment be necessary or desirable to properly protect or realize upon the Property and to defend all proceedings now pending or hereafter instituted against any of the defendants or the Receiver, the prosecution of or defence of which will, in the judgment of the Receiver, be necessary to properly protect or realize on the Property or to protect the administration by the Receiver of the affairs of any of the defendants and the Property, and to settle or compromise any such proceedings which in the judgment of the Receiver should be settled;
- (f) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided that any such sale or disposition of Property shall, if the defendants do not consent to the same, be subject to the Court's approval;
- (g) to report to, meet with and discuss with such creditors of the defendants and their advisors as the Receiver deems appropriate including holding town hall or other meetings on all matters relating to the Property and receivership; and
- (h) to register this order in any public registry against title to any of the Property. Without limiting the generality of the foregoing this court orders that this order be registered against the real property and other assets described at Schedules "B" and "C" hereto.

7. **THIS COURT ORDERS** that no person having notice of this order shall interfere with, obstruct or in any way hinder the Receiver in the fulfillment or pursuit of its duties hereunder and that all such persons are under an obligation to deliver up to the Receiver any Property or other thing to which the Receiver is entitled to under this order. In the event that any person contests that any asset, document or thing is Property under this order or is document or record properly producible to the Receiver then that person shall first deliver up the asset in question to the Receiver or to such third party as the Receiver in its discretion may agree for safekeeping and

the person contesting the Receiver's right may thereafter, if so advised, bring an application to this Court for directions.

8. **THIS COURT ORDERS** that the Receiver may receive information from persons as to the details of their deposit of trust funds investments with Simpson and the other defendant but that the Receiver shall not be under any obligation to call for claims, validate claims or make recommendations with respect the disbursement of funds to investors without further order of this Court.

9. **THIS COURT ORDERS** that no demands, actions, motions, steps, registrations, perfections, administrative proceedings, self-help remedies, or any other acts, proceedings or private remedies whatsoever in respect of the Property, including without limitation, the enforcement of security, liens or collection of any debt or liability, the exercise of any debt or liability, the exercise of any landlord's right to distrain or terminate any lease, the acceleration, amendment or termination of any contract, including any contract of insurance, the exercise of any right of set-off or combination of accounts, the exercise of any construction, mechanics' repair, storage or other lien, or the commencement or continuation of any proceedings under any Environmental Laws (as hereinafter defined) in any jurisdiction in which the Property may be located, shall be taken against the Receiver, with respect to the Property or any part thereof, without the prior written consent of the Receiver or leave of this Court first being obtained upon not less than seven days' notice to the Receiver.

10. **THIS COURT ORDERS** that the defendants and anyone having knowledge of this order be and they are hereby restrained, pending consent of all parties or further order of this Court:

- (a) from removing from Ontario or in any way disposing, dealing with or diminishing the value of any of the defendants' property, whether real or personal, present or future, held in Ontario or elsewhere, whether held in the defendants' names or not, pending the final determination of this action or further order of this Court;

- (b) from withdrawing or causing or permitting the withdrawal of or transferring of funds or issuing of cheques or other instruments from any of the defendants' bank accounts or investment accounts of any nature whatsoever, whether held individually or jointly with any other person, pending the final determination of this action or further order of this Honourable Court, provided that the defendants shall have leave to seek variation of this order in order to permit the withdrawal of a reasonable amount as ordinary living expenses provided that if any such order is sought the defendants must have fully complied with this order in all respects including the provision to the Receiver of the information required to be provided to the Receiver.

### **Documents and Investigations**

11. **THIS COURT ORDERS** that the Receiver shall forthwith be entitled to take possession of and examine the defendants' books and records and make such inquiries as it deems prudent and necessary of the defendants' bankers, accountants, auditors, advisors, managers, experts, solicitors, agents, officers, employees and others in order to determine the financial status of the defendants, and shall conduct a review and, if necessary, a detailed examination of the financial records of the defendants.
12. **THIS COURT ORDERS** that the Receiver shall report to this Court at such times and in such fashion as this Court may direct.
13. **THIS COURT ORDERS** that the defendants and their accountants, auditors, advisors, agents, managers, experts, solicitors, agents, officers and employees, including, without limitation, any accountants, bankers or financial, legal, advisors and the persons set out in Schedule "A", (the "Affected Persons") shall forthwith provide to the Receiver all of the books and records relating to the defendants' financial history and dealings, including, without limitation, all ledgers, bank statements and records, cheques, financial statements, receipts, vouchers, deposit slips, contracts, agreements, accounting records, computer records (including but not limited to tapes and/or discs) or other documents or records of any kind or nature,

howsoever stored or maintained, relating to the defendants (the "Documents"). Provision of the Documents to the Receiver shall not breach any confidentiality or other non-disclosure obligations the Affected Persons might otherwise have to the defendants and it shall be deemed that the defendants shall have consented to the release of the Documents. The Receiver shall allow the defendants and their advisors reasonable access to and the ability to make copies of any and all such books and records in the possession of the Receiver. The defendants shall allow the Receiver to make, retain and take away copies of any or all of the Documents and shall forthwith grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto promptly at the request of the Receiver.

14. **THIS COURT ORDERS** that if any of the Documents is stored or otherwise contained on a computer or other electronic system of information storage, the defendants and all Affected Persons shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to obtain a full copy of the Documents, whether by way of printing same onto paper or making copies of computer discs or such other manner of retrieving and copying same as the Receiver in its discretion deems expedient. For the purposes of this paragraph, the defendants and the Affected Persons shall provide the Receiver with all such assistance in gaining access to the Documents as the Receiver may in its discretion require, including, without limiting the generality of the foregoing, forthwith providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, passwords or other codes as may be required to gain access to the Documents.

15. **THIS COURT ORDERS** that Internet service providers or persons, corporations or individuals who provide e-mail, World Wide Web, file transfer protocol or other Internet connection services to the defendants and/or its present and former directors, officers, employees and agents to access the Internet or World Wide Web e-mail or other similar services, deliver to the Receiver, documents, server files, archive files or any other information in any form in any way recording messages, emails or other information sent or received by the defendants and/or its present and former directors, officers, employees and agents in the course of their association and in conducting their duties related to the operations and affairs of the defendants.

16. **THIS COURT ORDERS** that the Receiver shall have ongoing access to the defendants' current and future bank account statements and other financial records, copies of which shall be provided to the Receiver as and when demanded by the Receiver. The defendants and the third parties shall co-operate and consent to the distribution of such records to the Receiver.

17. **THIS COURT ORDERS** that the Receiver is empowered to demand production from third parties (including but not limited to the defendants' advisors, banks, financial institutions and the persons set out in Schedule "A") of documents relating to:

- (a) the defendants' financial affairs;
- (b) the deposit of funds received in connection with the sale of commercial real estate;
- (c) the identities of the persons who have provided deposit funds to Simpson and the other defendants;
- (d) the bank accounts or other financial records referable to the accounts into which such funds were deposited including documents referable to any withdrawal, transfer or dissipation of funds in such accounts; and
- (e) commissions, fees, expenses or other amounts paid to any persons in connection with the sale of such securities and any agreements, arrangements or any other communication with respect to the payment of such amounts;
- (f) and further directs that all such third parties (including all Affected Persons) shall co-operate fully with the Receiver, subject to claims of legal privilege.

18. **THIS COURT ORDERS** that the Receiver is empowered to compel the attendance, on two clear days written notice by letter from the Receiver or its counsel, of persons believed by the Receiver to have knowledge of the defendants' affairs for the purpose of being examined under oath by the Receiver or by such person as to whom the Receiver has or may delegate this power. In particular, and without limiting the general nature of the power conveyed by this

paragraph, the Receiver is empowered for the purposes of performing its duties hereunder to examine under oath the persons named in Schedule "A" to this order and any persons who may have received transfers of assets or funds from the defendants, provided that nothing herein shall apply, without further order of this Court, to compel any person who has been actually charged with a criminal offence to so testify and that any persons who so testify shall have the right to invoke the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedoms*. If the persons to be examined have a personal residence or regular place of business within 60 kilometres of an office of Bennett Jones LLP (Toronto, Edmonton or Calgary) such examination shall take place at such office failing which it shall take place at any place where an examination of discovery may take place under the *Rules of Civil Procedure* in the province where the examination is conducted.

19. **THIS COURT ORDERS** that Simpson shall provide to the Receiver within 7 days of service of this order an affidavit under oath specifying her knowledge on the following matters:

- (a) specifics of all corporations, partnerships, or other entities in which she has a direct or indirect interest with particulars of the nature of such interest;
- (b) specifics of all bank, brokerage or other accounts, wherever situate, in her name, the name of York Region Realty Inc., the name of any of the entities in (a) hereof or over which she has any signing authority or any other direct or indirect control;
- (c) specifics of all bank, brokerage or other accounts, where funds were deposited, all accounts to which such funds may have been transferred and the present whereabouts of such funds;
- (d) whether any assets were purchased or acquired in whole or in part with such funds and, if so, the particulars of such assets and their present location with particulars of the assets involved name of the person or entity who holds title to such assets, the date of acquisition, acquisition cost and a current estimate of value; and
- (e) specifics of any disposition of assets (including transfer of funds) in excess of \$10,000 in the last 2 years and that this affidavit shall be deemed to have been

provided by compulsion of law and its further use in any other court proceeding be subject to the protections of the *Canada Evidence Act* and the *Canadian Charter of Rights and Freedom*.

20. **THIS COURT ORDERS** that the Receiver is authorised to enter upon the business premises of the persons set out in Schedule "A" (collectively the "Premises") and to examine anything and take away any documents or record found at the premises that the Receiver is authorised hereunder to require to be produced to it.

21. **THIS COURT ORDERS** that the Receiver shall have full power to investigate any gift, transfer, conveyance, settlement or any other disposition (a "Conveyance") of any interest in any assets, funds or any other property by the defendants to third parties (the "Conveyed Property") and to compel the production of information from any person with respect to such Conveyed Property and the circumstances surrounding the Conveyance as if such Conveyed Property was Property under this order and that the Receiver shall be at liberty to apply to the Court for any appropriate order relating to the preservation of any such Conveyed Property.

#### Other

22. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the fulfillment of its duties in carrying out the provisions of this order, save and except for any gross negligence or willful misconduct on its part.

23. **THIS COURT ORDERS** that no proceedings shall be brought against the Receiver in any Court or other tribunal unless leave of this Honourable Court is first obtained on motion on at least seven days notice to the Receiver and the parties.

24. **THIS COURT ORDERS** that all the costs of this receivership including without limitation the Receiver's fees and disbursements (including the amounts which the Receiver is obliged to pay others) and the fees and disbursements incurred by Bennett Jones LLP in carrying

out its duties herein shall be a first charge on any assets recovered in the receivership herein, subject to approval of the quantum of costs by the Court. The Receiver shall have the right to apply to the Court for approval and payment of its fees and disbursements on an interim basis provided that 15 days notice shall be given to the defendants of any such application. The Receiver shall also have the power, if so advised, to move to have the receivership terminated and to be discharged as Receiver.

25. **THIS COURT ORDERS** that the plaintiff's costs of this motion shall be allowed in the same manner as the Receiver's fees and disbursements and shall be paid out by the Receiver as a second charge on any assets recovered in the receivership.

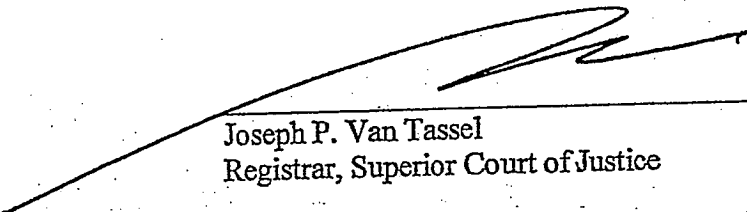
26. **THIS COURT ORDERS** that the Receiver be granted leave to apply to the Court for approval to borrow and to provide whatever security as may be appropriate, if so advised.

27. **THIS COURT ORDERS** that neither the making of this order nor anything in this order shall deem the Receiver to be an owner of any of the Property for any purpose and that neither the making of this order nor anything in this order shall vest in the Receiver the care, ownership, control, charge, occupation, possession or management or require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause or contribute to spill, discharge, release or deposit of a substance contrary to any legislation enacted for the protection or preservation of the environment including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Emergency Plans Act 1963* (Ontario), the *Ontario Water Resources Act*, the *Occupational Health and Safety Act* (Ontario) or the regulations hereunder, or any federal or provincial legislation, or rule of law or equity in any jurisdiction affecting the environment, the transportation of goods, or hazardous waste (collectively, "Environmental Laws"). The Receiver shall not be deemed as a result of this order to be in



control, charge, occupation, possession or management of any of the Property within the meaning of any Environmental Laws.

28. **THIS COURT SEEKS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory, or administrative body in any province of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada and any court or any judicial, regulatory or administrative body of any other nations and states and the provinces, states or other subdivisions of such nations and states to act in aid of and to be complementary to this Court in carrying out the terms of this order.



Joseph P. Van Tassel  
Registrar, Superior Court of Justice

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

NOV 17 2005

PER/PAR: NB

## Schedule "A"

1. Wayne Simpson  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3
2. York Management Group  
587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7G9
3. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
4. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
5. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
6. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
7. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
8. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
9. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
10. HSBC  
Richmond Hill
11. Laurentian Bank  
Newmarket, Ontario

## Schedule "B"

1. 587 Cam Fella Boulevard  
Stouffville, Ontario  
L4A 7H3

## Legal Description:

PCL 19-1 SEC 65 M2296: LT 19 PL 65R2296: Whitchurch-Stouffville

2. PIN 03715-0004  
Whitechurch, Ontario

## Legal DescriptionL

PT LT 30 PL 54 Stouffville: PT LT 31 PL54 Stouffville, PT LT 40 PL 54 Stouffville; PT  
LT 41 PL 54 Stouffville PTS 1, 7 65R2555; S/T R221467, R221469

3. 1038 Kawagama Lake Road  
Dorset, Ontario

## Legal Description:

Con 13 PT LOT 1 RP19R3154, Parts 1, 6, 7  
Dorset, Algonquin Highlands Township

4. PIN 03710-0193/0194  
Stouffville, Ontario

## Legal Description:

PT LTS 49 & 50  
PL 70 Stouffville PT 2 65R256J4 Whitchurch-Stouffville

## Schedule "C"

1. Royal Bank of Canada  
Transit No. 02982  
47 Main Street  
Markham, Ontario
2. Royal Bank of Canada  
Davis and Highway 404 Branch  
Toronto, Ontario
3. Canadian Imperial Bank of Commerce  
Transit No. 01642  
4360 Highway 7  
Unionville, Ontario
4. Bank of Montreal  
Town Square Branch  
Richmond Hill, Ontario
5. TD Canada Trust  
Town Square Branch  
Richmond Hill, Ontario
6. TD Canada Trust  
Davis and Highway 404 Branch  
Toronto, Ontario
7. Bank of Nova Scotia  
Davis and Highway 404 Branch  
Toronto, Ontario
8. HSBC  
Richmond Hill
9. Laurentian Bank  
Newmarket, Ontario

Udayan Pandya  
Plaintiff

v.

Courtney Wallis Simpson *et al.*  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act, 1992*

Proceeding commenced at Toronto

**ORDER**

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LSUC Reg. No. 37030L/43529J

Solicitors for the plaintiff.

**Udayan Pandya**  
Plaintiff

v.

**Courtney Wallis Simpson et al.**  
Defendants

Court File No.: 05-CL-6159

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

In the matter of the *Class Proceedings*  
*Act, 1992*

Proceeding commenced at Toronto

**MOTION RECORD**  
(Returnable December 23, 2005)

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