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 as CAMCO DEVELOPMENTS and as YORK GROUP

Defendants

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

MOTION RECORD
(Returnable June 9, 2006)

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Solicitors for the receiver

INDEX

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TAB 1

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ONTARIO
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BETWEEN:

UDAYAN PANDYA

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

Defendants

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

NOTICE OF MOTION
(Motion Returnable June 9, 2006)

The court appointed receiver will make a motion on June 9, 2006 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 that the receiver may release to Maggie MacDonald funds in the amounts of $8,787.36 and $4,068.67 claimed by Maggie MacDonald as commissions owing to her from the

sale of the properties at 30 South Road, Whitchurch /Stouffville and 39 Lakeview Avenue, Preston Lake;

2. An order approving the sale of 6817 Main Street, Stouffville (the "6817 Property").

3. An order that that, upon closing of the sale of the 6817 Property, on July 7, 2006, title is vested in the name of the "Havron Family Trust";

4. An order 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; and

5. Such further and other Order as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. The defendant, Courtney Simpson ("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 other defendant entities.

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

7. 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 Simpson and York Realty.

8. Maggie MacDonald sold properties at 30 South Road, Whitchurch/Stouffville and 39 Lakeview Avenue, Preston Lake in her capacity as an independent contractor providing services to the defendant, York Region Realty Inc. ("York Realty").

9. Funds in the amount of $4,520.75 representing commissions earned with respect to the sale of 30 South Road, Whitchurch/Stouffville were provided to the Receiver by the listing broker Re/Max Omega Realty (1988) Ltd. York Realty was the co-operating broker and Ms. MacDonald was the co-operating sales representative on that sale.

10. Funds in the amount of $9,763.75 representing commissions earned with respect to the sale of 39 Lakeview Avenue, Preston Lake were provided to the Receiver by the listing broker Sutton Group – Town and Country Realty Ltd. York Realty was the cooperating broker and Ms. MacDonald was the co-operating sales representative on that sale.

11. Pursuant to the Independent Contractor Salesperson's Agreement entered into by Ms. MacDonald and York Realty, York Realty was entitled to 10 percent of Ms. MacDonald's net commissions. Ms. MacDonald claims entitlement in her capacity as the co-operating sales representative on the above-noted sales, to the sums of $8,787.36 and $4,068.67 respectively currently held by the Receiver as part of York Realty's estate.

12. The Receiver has assessed Ms. MacDonald's claim and on the basis of Ms. MacDonald's ability to trace entitlement to the specific funds paid by Re/Max Omega Realty (1988) Ltd. and

Sutton Group – Town and Country Realty Ltd. recommends that the court order that the commission funds be released to Ms. MacDonald.

Vesting Order

13. An agreement of purchase and sale with respect to the sale of the 6817 Property was entered into by the receiver on June 1, 2006. Upon closing of the sale of the 6817 Property a vesting order will be necessary in order to vest title in the purchaser's name. The draft vesting order is attached as Schedule "A" to this notice of motion.

Further Grounds

14. Rule 2 of the *Rules of Civil Procedure*.

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

1. The Receiver's Fifth Report;

2. Such other material as counsel may advise and this Honourable Court may permit.

DATE: June 7, 2006

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Solicitors for the receiver

TO: Courtney Wallis Simpson,
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and Courtney Wallis Simpson
c.o.b. as York Management Group,
Camco Developments and
York Group
[address removed at Ms. Simpson's request]

AND TO: York Region Realty Inc.

AND TO: Beard Winter LLP
Barristers and Solicitors
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Mike Markoff
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Tel: 905-640-0888
Fax: 905-640-0889

TAB 2

Court File No. 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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 as CAMCO DEVELOPMENTS and as YORK GROUP

Defendants

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

FIFTH REPORT OF THE RECEIVER
(Dated June 8, 2006)

Background

1. This within class action is a claim proceeding in fraud, among other things, and a receivership of the estate of the defendants, Courtney Wallis Simpson, York Region Realty Inc., Wallis Simpson & Associates and Courtney Wallis Simpson carrying on business as York Management Group, Camco Developments and York Group. The plaintiff alleges that Ms. Simpson (a real estate agent) and her companies defrauded him and the class members by obtaining deposits for the purported purchase of commercial properties. Simpson improperly retained the deposits and the real estate transactions were a sham. She purported to "sell" the same two commercial properties in excess of 100 times each. A separate class proceeding alleges that Ms. Simpson and others defrauded victims through the operation of a ponzi scheme convincing people to "invest" in interim occupancy mortgages that never existed.

The Receivership

2. By Order of the Honourable Mr. Justice Ground dated November 17, 2005 (the "Initial Order"), the Receiver was appointed 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"**.

3. 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") 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 Class Action") is to be tried together or immediately after this class action.

4. The purpose of this Fifth Report of the Receiver (the "Fifth Report") is to:

(a) seek direction of the Court with respect to Maggie MacDonald's claims to certain funds;

(b) seek approval of the sale of the property at 6817 Main Street, Stouffville, Ontario ("6817 Property");

(c) seek a vesting order with respect to the sale of the 6817 Property; and

(d) to provide a factual basis upon which the Court may provide direction and grant certain relief recommended by the Receiver.

Maggie MacDonald's Claim

5. Maggie MacDonald is a real estate agent who has assisted the Receiver in the marketing, maintenance and sale of the defendants' real property.

6. Prior to the receivership Ms. MacDonald sold properties at 30 South Road, Whitchurch/Stouffville and 39 Lakeview Avenue, Preston Lake in her capacity as an independent contractor providing services to the defendant, York Region Realty Inc. ("York Realty").

7. Funds in the amount of $4,520.75 representing commissions earned with respect to the sale of 30 South Road, Whitchurch/Stouffville were provided, at the Receiver's request, to the Receiver by the listing broker Re/Max Omega Realty (1988) Ltd. ("Re/Max"). York Realty was the co-operating broker and Ms. MacDonald was the co-operating sales representative on that sale. The sale of this property is not related to the class proceedings and the Receiver is not aware of any other claim to these funds.

8. By letter dated March 22, 2006, the Real Estate Council of Ontario ("RECO") provided the Receiver's counsel with photocopied materials related to the transaction involving 30 South Road. RECO advised of their recommendation that the commission funds at issue be paid to the Receiver. Attached hereto and marked as **Exhibit "B"** are copies of the above-noted materials provided by RECO on March 22, 2006.

9. Funds in the amount of $9,763.75 representing commissions earned with respect to the sale of 39 Lakeview Avenue, Preston Lake were provided to the Receiver by the listing broker Sutton Group – Town and Country Realty Ltd. York Realty was the cooperating broker and Ms. MacDonald was the co-operating sales representative on that sale. The sale of this property is not related to the class proceedings and the Receiver is not aware of any other claim to these funds.

10. By letter dated March 27, 2006, Ms. MacDonald provided the Receiver's counsel with, among other things, the supporting documents with respect to her claim for commissions on the

sale of 39 Lakeview Avenue. Attached hereto and marked as **Exhibit "C"** is a copy of Ms. MacDonald's correspondence dated March 27, 2006.

11. Pursuant to the Independent Contractor Salesperson's Agreement entered into by Ms. MacDonald and York Realty, York Realty was entitled to 10 percent of Ms. MacDonald's net commissions. Ms. MacDonald claims entitlement in her capacity as the co-operating sales representative on the above-noted sales, to the sums of $8,787.36 and $4,068.67 respectively currently held by the Receiver as part of York Realty's estate. Attached hereto and marked as **Exhibit "D"** is a copy of the Independent Contractor Salesperson's Agreement.

12. By letter dated March 31, 2006, the Receiver's counsel, Bennett Jones LLP ("Bennett Jones") advised RECO that, among other things, the Receiver would seek the court's direction with respect to payment of Ms. MacDonald. Attached hereto and marked as **Exhibit "E"** is a copy of Bennett Jones's correspondence to Robert Maxwell at RECO.

13. By letter dated April 5, 2006, RECO advised the Receiver's counsel, *inter alia*, of the Director's proposal that no distribution of funds take place until there had been an opportunity for all interested persons to speak to the court. Attached hereto and marked as **Exhibit "F"** is a copy of RECO's correspondence dated April 5, 2006.

14. By letter dated May 31, 2006, RECO confirmed that it does not take any position, at that time, with respect to the manner in which the commission funds are distributed by the Receiver. RECO reserved its rights to make submissions at a later date. Attached hereto and marked as **Exhibit "G"** is a copy of RECO's correspondence dated May 31, 2006.

15. Ms. MacDonald has advised the Receiver that she is facing great financial distress due to the non-payment of these commission funds. She has advised the Receiver that she is unable to meet her ongoing financial obligations and that she is unable to continue here livelihood without receipt of these commission funds. Ms. MacDonald has worked very diligently to assist the Receiver with the marketing and sale of the defendants' properties. Based on the foregoing and on the Receiver's assessment of Ms. MacDonald's claim, on May 19, 2006 the Receiver provided Ms. MacDonald with an advance in the amount of $4,068.67.

16. The Receiver has assessed Ms. MacDonald's claim and on the basis of Ms. MacDonald's ability to trace entitlement to the specific funds paid by Re/Max Omega Realty (1988) Ltd. and Sutton Group – Town and Country Realty Ltd. recommends that the court order that the commission funds be released to Ms. MacDonald and requests that the court approve the advance of funds in the amount of $4,068.67 made to Ms. MacDonald on May 19, 2006.

Sale of 6817 Main Street

17. On June 1, 2006, the Receiver signed back an offer to purchase the 6817 Property for $240,000. Attached hereto and marked as **Exhibit "H"** is a copy of the Agreement of Purchase and Sale.

18. The Receiver recommends that the 6817 Property be sold for $240,000 and that the proceeds from the sale held in the Receiver's interest bearing bank account for the benefit of the estate. This property is scheduled to close on July 7, 2006.

19. Upon closing of the sale of the 6817 Property a vesting order will be necessary in order to vest title in the purchaser's name.

The Receiver's Recommendations

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

(a) that the 6817 Property may be sold for $240,000 pursuant to the Agreement of Purchase and Sale dated June 1, 2006;

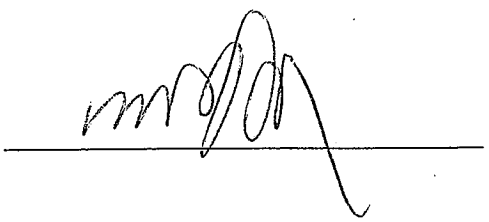
(b) that the proceeds from the sale of the 6817 Property be held in the Receiver's interest bearing bank account;

(c) approval of the advance to Maggie MacDonald of funds in the amount of $4,068.67 representing commissions earned with respect to the sale of 30 South Road, Whitchurch/Stouffville; and

(d) payment to Maggie MacDonald of funds in the amount of $8,787.36 representing commissions earned with respect to the sale of 39 Lakeview Avenue, Preston Lake.

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

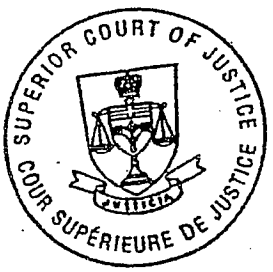
EXHIBIT A

Court File No. 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 17TH 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 a 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

NB

PER/PAR:

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 DesctiptionL

   PT LT 30 PL 54 Stouffville: PT LT 31 PL54 Stoufville, 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

EXHIBIT B

Real Estate Council
of Ontario

3250 Bloor Street West
East Tower, Suite 600
Toronto, ON M8X 2X9
Tel: (416) 207-4800
Toll Free: 1-800-245-6910
Fax: (416) 207-4820

www.reco.on.ca
information@reco.on.ca

Public Trust in the
Real Estate Marketplace

March 22, 2006

SENT VIA OVERNIGHT COURIER

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

Attention: Emily Atkinson and Lincoln Caylor

Dear Ms. Atkinson and Mr. Caylor:

RE: Pandya v. Simpson
Court File No.: 05-CL-6159

Please find enclosed photocopied materials from the principal broker of Re/Max Omega Realty (1988) Ltd. with respect to a transaction involving 30 South Road, Whitchurch/Stouffville. The listing broker was Re/Max Omega Realty (1988) Ltd. The cooperating broker was York Region Realty Inc.

Given the difficulties of York Region Realty Inc., Mr. Dobson, the principal broker of Re/Max Omega Realty (1988) Ltd., has retained the cooperating portion—the portion that would go to York Region Realty Inc.—in his commission trust account. In the normal course, such trust funds would be owed to the cooperating broker (York Region Realty Inc.) who, in turn, would owe its salesperson Maggie MacDonald. I enclose for your records the materials that I have received from Re/Max Omega Realty (1988) Ltd.

My advice has been to provide the receiver with the full amount held by Re/Max Omega Realty (1988) Ltd. This would absolve any liability, I presume, of Re/Max Omega Realty (1988) Ltd. However, it would be preferable if you confirm that this would be the case.

As I understand it from the Trade Record Sheet, the total amount owing to York Region Realty Inc. would be $4,520.75.

Perhaps you could confirm that, pursuant to the receiving order, Mr. Dobson of Re/Max Omega Realty (1988) Ltd. should forward this amount to you. Further, I believe Ms. MacDonald would have a claim as against monies held by the receiver as a creditor.

Could you please confirm that the money should be sent by Mr. Dobson to the receiver, and instruct him accordingly as to what entity the money should be made payable to. Further, could you please provide to me copies of all correspondence with respect to these funds

...id a statement as to which paragraph under the most recent receiving order that the monies ought to be paid to the receiver.

Yours very truly,
REAL ESTATE COUNCIL OF ONTARIO

Robert A. Maxwell
Legal Counsel
Direct Line: 416-207-4829
E-mail: robert@reco.on.ca

RAM/al

cc: Lou Dobson
Maggie MacDonald

Above the Crowd!®

REAL ESTATE COUNCIL OF ONTARIO
MAR 1. 0 2006
RECEIVED

March 6, 2006

Real Estate Council of Ontario
3250 Bloor Street West,
East Tower, Suite 600
TORONTO, ONT. M8X 2X9

Attention: Robert A. Maxwell

RE: YORK REGION REALTY INC.

Further to your letter of January 19, 2006, we enclose the paperwork regarding a completed transaction at 30 South Road, Gormley with York Region Realty Inc. being the co-operating Broker.

We confirm that the commission funds are still in our Commission Trust Account.

Yours truly
RE/MAX omega realty (1988) ltd.

L Dobson

Lu Dobson
Broker of Record

RE/MAX omega realty (1988) ltd.
1140 stellar drive
newmarket, ontario L3Y 7B7
bus: (905) 898-1211
tor. line: (416) 798-7365
fax: (905) 898-7345

CO-OPERATING SALES REPRESENTATIVE

MAGGIE MACDONALD

YORK REGION REALTY INC.

Maggie Macdonald
Sales Representative

YORK REGION REALTY INC.

28 Sandiford Drive, Suite 1
Stouffville, Ontario L4A 7X5

Phone: 905-640-SOLD(7653)
Fax: 905-642-6423
Cell: 905-751-6600

* REVISED * (PRICE CHANGE)

Trade : 0447

Trade Record Sheet

01/18/2006

Re/Max Omega Realty (1988) Ltd.

I/We, the undersigned, have today sold, leased, rented, exchanged or optioned the property known as :

30 SOUTH RD. WHIT/STOUFF.

Owned by: AUDREY ADAMS
30 SOUTH RD.
WHITCHURCH/STOUFFV ILLE

Purchased by: Helen & Sabrina Alevrids

For the price of $169000.00 which is to close on 01/16/2006
Trust Deposit of $9000.00 If not held by us then held by: Re/Max Omega Realty (1988) Ltd.
Deposited into Trust on 07/04/2005
Remitted to Seller/Buyer on _____
Transferred to Comm. Trust Account on: _____
Notes: IC AC 472.50

Seller's Solicitor
DOUG WILSON
22 BROCK ST.E.
UXBRIDGE ONT.
L9P 1P1
905-852-3353 905-852-5120

Buyer's Solicitor
PATRICK HENGEN
10330 YONGE ST
RICHMOND HILL ON
L4C 5N1
905-884-9257 905-884-9470

Commission Distribution On Closing of this Transaction is to be as follows:

Role	Participant	Calc From	Comm Payable	GST Payable	Total Payable
L	COX, ADAM	$4225.00	$4225.00	$295.75	$4520.75
S	YORK REGION REALTY	$4225.00	$4225.00	$295.75	$4520.75
Totals		$8450.00	$8450.00	$591.50	$9041.50

Contractual conditions existing at this time are as follows:

Conditions	Satisfied	Expires On Date	Waivers Sent Date

Acknowledged by all parties hereto:

Adam V. Go
Agent

Agent

Agent

Agent

To the best of my knowledge and belief, the information stated above is correct,

On this 26 Day of July 2005 7/30/05
Broker

Jul 21,2005

DOUG WILSON
22 BROCK ST.E.
UXBRIDGE ONT.
L9P 1P1

Dear: Sir/Madam:

Please be advised that we have recently secured a sale of the property known as 30 SOUTH RD. WHIT/STOUFF. , currently owned by AUDREY ADAMS .

Phone#_____

The owners have instructed our firm to forward all documents to you so that you may represent them in this transaction.

The Particulars of the sale are as follows:

The Sale price was : $ 189,000.00

The expected closing date is : Sep 29,2005

The Buyer is : LLOYD REBELLO, IN TRUST

The Buyer's solicitor, if yet known , is as follows:

PATRICIA HENDERSON

~~WILLILAM FYSH~~
~~7-171 MAIN ST. S.~~
~~NEWMARKET~~ ONT
~~L3Y 3Y9~~ 905-898-7331 905-853-9382

Where there are conditions to be met for this sale to become a firm and binding contract, we will advise on any change in this regard.

Our agent in this matter is _____

We are pleased to include our commission statement for this transaction as described below:

Total Commission due on closing :	$ 9,450.00
GST due on closing :	$ 661.50
Deposit currently held by us in Trust :	$9000.00
Net Due on closing :	**$1111.50**

Please Note: A negative value designates an overpayment of commission held on deposit in Trust and shall be disbursed to the Seller on closing as part of the sale of the property.

Sincerely,
Re/Max Omega Realty (1988) Ltd.

(Mrs.) Joyce McMath
Deal Secretary

RE/MAX omega realty (1988) ltd.
1140 stellar drive
newmarket, ontario L3Y 7B7
bus: (905) 898-1211
tor. line: (416) 798-7365
fax: (905) 898-7345

OREA Ontario Real Estate Association

Amendment to Agreement

Form 120
for use in the Province of Ontario

BETWEEN BUYER: Lloyd Robello in Trust

AND SELLER: Audrey June Adams

RE: Agreement of Purchase and Sale between the Seller and Buyer, executed the 19th day of April, 20 05

concerning the property known as 30 South Road Gormley

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Delete:

Completion Date: This agreement shall be completed by no later than 6:00 pm on the 29th day of September, 2005.

Purchase Price: One Hundred and Eighty-Nine Thousand Dollars (cdn$) 189,000.00

Co-op/Buyer Broker: York Region Realty Inc Tel No: 905-640-7653 Represents:.. Buyer

Buyer, Lloyd Robello in Trust

Insert:

Completion Date: This agreement shall be completed by no later than 6:00 pm on the 30th day of December, 2005.

Purchase Price: One Hundred and Sixty-Nine Thousand Dollars $(cdn) $169,000.00

Co-op Broker: ReMax All-Stars Realty Inc Tel No: 905-640-3131

Buyer, Helen Alevritis, Sabrina Angeliki Alevritis

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 11:59 p.m. on the 30th day of November, 20 05, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S): INITIALS OF SELLER(S): (ASO.)

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

DATED at Toronto this 19th day of November 20 05

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) X (A.S.O.) (Seal) DATE X NOV. 21/05

(Buyer/Seller) Audrey June Adams

(Witness) (Buyer/Seller) (Seal) DATE

I, the Undersigned, agree to the above Offer to Amend the Agreement.

DATED at this day of November 20 05

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer/Seller) Helen Alevritis (Seal) DATE

(Witness) (Buyer/Seller) Sabrina (Seal) DATE

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally executed by all parties at a.m./p.m. this day of 20

(Signature of Seller or Buyer) Helen/ Sabrina Alvritis

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Agent to forward a copy to my lawyer.

X (A.S.O.) DATE NOV. 21/05

(Seller) Audrey June Adams

(Seller) DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Agent to forward a copy to my lawyer.

(Buyer) Helen Alevritis DATE

(Buyer) Sabrina DATE

Address for Service

Tel.No.

Buyer's Lawyer

Address

Tel.No. FAX No.

11/21/05 MON 17:00 [TX/RX NO 9835]

(2)-(2)

OREA

Ontario Real Estate Association
WAIVER

REALTOR

BUYER: Lloyd Rebello In Trust

SELLER: Audrey June Adams

REAL PROPERTY: 30 South Rd., town of Whitchurch-Stouffville

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated April 19th 2005 regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense satisfactory financing for the balance of the purchase price. Unless the Buyer gives notice in writing delivered to the Seller not later than 15 business days from the acceptance of this agreement, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

(15)

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes tenant, "Seller" includes landlord and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at Pickering, Ontario, at 6:00 a.m./p.m., this 9th day of May 20 05

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer/Seller) (Seal) DATE April 19/2005

(Witness) (Buyer/Seller) (Seal) DATE

Receipt acknowledged at Etobicoke a.m./p.m., this 12th day of May 20 05 by:

Print Name: Audrey Adams Signature: X

Instant Forms

OREA Ontario Real Estate Association

Ontario Real Estate Association
WAIVER

REALTOR®

BUYER: Lloyd Rebello In Trust

SELLER: Audrey June Adams

REAL PROPERTY: 30 South Rd., town of Whitchurch-Stouffville

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated April 19th 2005, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

This Offer is conditional upon the Buyer obtaining, at the Buyer's own expense a (rezoning-minor variance) to allow for the property of 30 South Rd. to be rebuilt. Unless the Buyer gives notice in writing delivered to the Seller not later than 25 business days from the acceptance of this agreement, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes tenant, "Seller" includes landlord and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at Stouffville, Ontario, at 9:30 a.m./p.m. this 25th day of May 20 05

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer/Seller) (Seal) DATE MAY 25, 05

(Witness) (Buyer/Seller) (Seal) DATE

Receipt acknowledged at ~~9:55~~ Stouffville a.m./p.m. this 25th day of MAY 20 05 by:

Print Name: ADAM COX Signature: Adam C

Instant forms

OREA Standard Form: Do not alter when printing or reproducing the standard pre-set portion. Form No. 123 01/2003

FINAL WAIVER - SOLD FIRM

OREA Ontario Real Estate Association

Ontario Real Estate Association
AMENDMENT TO AGREEMENT

REALTOR

BETWEEN:
BUYER: Lloyd Rebello In Trust
AND
SELLER: Andrew Jane Adams

RE: Agreement of Purchase and Sale between the Seller and Buyer, executed the 19th day of April 20.05 concerning the property known as 30 South Rd., town of Whitchurch-Stouffville

as more particularly described in the aforementioned Agreement.

THE BUYER(S) AND SELLER(S) HEREIN AGREE TO THE FOLLOWING AMENDMENTS TO THE AFOREMENTIONED AGREEMENT:

Delete:

COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 28th day of July. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this agreement.

THE BUYER AGREES TO PAY A FURTHER DEPOSIT OF $4,000 (FOUR THOUSAND DOLLARS) BY CERTIFIED CHEQUE OR BANK DRAFT BY JUNE 30, 2005 OR THIS AGREEMENT SHALL BE NULL AND VOID.

Insert:

COMPLETION DATE: This agreement shall be completed by no later than 6:00 p.m. on the 29th day of September, 2005. Upon completion, vacant possession of this property of this property shall be given unless otherwise provided for in this agreement. The Seller agrees to allow the Buyer to complete this agreement prior to this date with written notice given to the Seller or his/her agent at least two weeks before the newly amended closing date. If no notice is given then this agreement will close on September 29th, 2005 as stated in this amendment.

THE BUYER AGREES TO PAY A FURTHER DEPOSIT OF $5,000 NON-REFUNDABLE BY JUNE 30th 2005 OR THIS AGREEMENT SHALL BE NULL AND VOID, AND THE DEPOSIT OF $5,000 ALREADY SHALL BE FORWARDED TO THE VENDOR IF PURCHASER DOESN'T CLOSE ON OR BEFORE SEPT 28/2005. ← (28th)

For the purposes of this Amendment to Agreement, "Buyer" includes tenant, "Seller" includes landlord and "Agreement of Purchase and Sale" includes an agreement to lease.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

ALL OTHER TERMS AND CONDITIONS IN THE AFOREMENTIONED AGREEMENT TO REMAIN THE SAME.

DATED at STOUFFVILLE this 30 day of APRIL MAY 20.05

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: X Buyer: DATE: X MAY 09/05

Witness: Buyer: DATE:

DATED at ETOBICOKE this 29th day of APRIL 20.05

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: Adam V. Lo X Seller: DATE: X APRIL 29/05

Witness: Seller: DATE:

I, Undersigned Spouse of the Seller consent to the amendment hereinbefore set out.

Witness: Spouse: DATE:

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment To Agreement and I authorize the Agent to forward a copy to my solicitor.

X Seller: ANDREW ADAMS DATE: X APRIL 30/05

I acknowledge receipt of my signed copy of this accepted Amendment To Agreement and I authorize the Agent to forward a copy to my solicitor.

X Buyer: LLOYD REBELLO DATE: X MAY 09/05

Seller: DATE:

Address: Tel. No.:

Seller's Solicitor: Address:

Buyer: DATE:

Address: Tel. No.:

Buyer's Solicitor: Address:

(3)(51)

OREA

Ontario Real Estate Association
AMENDMENT TO AGREEMENT

REALTOR

BETWEEN:
BUYER: Lloyd Rebello In Trust
AND
SELLER: Audrey June Adams

RE: Agreement of Purchase and Sale between the Seller and Buyer, executed the 19th day of April, 20 05, concerning the property known as 30 South Rd. town of Whitchurch-Stouffville

as more particularly described in the aforementioned Agreement.

THE BUYER(S) AND SELLER(S) HEREIN AGREE TO THE FOLLOWING AMENDMENTS TO THE AFOREMENTIONED AGREEMENT:

Delete:
This Offer is conditional upon the Buyer obtaining at the Buyer's expense, a [re-zoning/minor variance], to allow for the property of 30 South Rd. to be rebuilt. Unless the Buyer gives notice in writing delivered to the Seller not later than 10 p.m. on the 15th days after acceptance of this offer, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction.

Insert:
This Offer is conditional upon the Buyer obtaining at the Buyer's expense, a [re-zoning/minor variance], to allow for the property of 30 South Rd. to be rebuilt. Unless the Buyer gives notice in writing delivered to the Seller not later than 10 p.m. on the 30th business day after acceptance of this offer, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction.

(26)

For the purposes of this Amendment to Agreement, "Buyer" includes tenant, "Seller" includes landlord and "Agreement of Purchase and Sale" includes an Agreement to lease.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

ALL OTHER TERMS AND CONDITIONS IN THE AFOREMENTIONED AGREEMENT TO REMAIN THE SAME.

DATED at Stouffville this 9th day of May, 20 05.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
X (Witness) X (Buyer) (Seal) DATE May 09/05
(Witness) (Buyer) (Seal) DATE

DATED at ETOBICOKE this 12th day of MAY, 20 05.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
Adam V. G (Witness) X (Seller) ASJ (Seal) DATE MAY 16/05
(Witness) (Seller) (Seal) DATE

The Undersigned Spouse of the Seller consents to the amendments hereinbefore set out.

(Witness) (Spouse) (Seal) DATE

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment To Agreement and I authorize the Agent to forward a copy to my solicitor.
X (Seller) ASJ DATE X MAY/16/05
(Seller) DATE
Address: Tel. No.
Seller's Solicitor
Address
Tel. No. FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment To Agreement and I authorize the Agent to forward a copy to my solicitor.
(Buyer) DATE MAY 09/05
(Buyer) DATE
Address: Tel. No.
Buyer's Solicitor
Address
Tel. No. FAX No.

Sign & Fax Back to 9-713-3445

Instanet Forms

OREA Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

BUYER: Lisa Rebelle in Trust, agrees to purchase from

SELLER: Anthony Jane Adams, for the following

REAL PROPERTY:

Address: 91 South Road, fronting on the North side of South Rd.

in the Town of Whitchurch-Stouffville

and having a frontage of 30 feet more or less by a depth of 90 feet more or less and legally described as PLAN 11 Part of Lot 7 Whitchurch Stouffville

Whitchurch-Stouffville (the "property").

one hundred and eighty thousand

PURCHASE PRICE: One Hundred and Eighty Thousand Dollars ($180,000.00) $180,000.00

DEPOSIT: Deposit to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULES: A attached hereto forms part of this Agreement.

1. CHATTELS INCLUDED: None

2. FIXTURES EXCLUDED: None

3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: N/A

4. IRREVOCABILITY: This Offer shall be irrevocable by Seller (Seller/Buyer) until 10 a.m. on the 20th day of April, 2005, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

5. CLOSING DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 20th day of July, 2005. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

6. NOTICE: Seller hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notice pursuant to this Agreement. Only if the Cooperating Broker represents the Buyer in this transaction, the Buyer hereby appoints the Cooperating Broker as Agent for the purpose of giving and receiving notice pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. In addition, any notice shall be deemed given and received, when faxed or delivered to the address or fax number provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. 905-713-2446 FAX No. 705-645-4831

7. GST: If this transaction is subject to Goods and Services Tax (GST), then such tax shall be included in the Purchase Price. If this transaction is not subject to G.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to G.S.T.

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 5th day of July, 2005, (Requisition Date) to satisfy himself that there are no outstanding municipal or other governmental notices or orders affecting the property, that the present use of the property is permitted by municipal zoning, that there are no outstanding work orders or deficiency notices affecting the property, that the present use of the property may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. SCHEDULES: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

WITNESS OF SIGNATURES: SIGNATURE OF SELLER: SIGNATURE OF BUYER:

OREA Standard Clauses for use with other written agreements or supplemental agreements are attached.

[illegible]

11. **CLOSING:** [illegible] Where each of the Seller and Buyer elects to hire a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, documents and other prior to the "Registration Deadline" and the release thereof to the Seller and Buyer will not occur at the same time as the registration of the transfer/deed and other documents intended to be registered in connection with the completion of this transaction, and (b) as subject to escrow closing arrangements whereby the lawyer(s) acting on behalf of the Purchaser/Mortgagee will be required to hold such funds in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is an recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the documents and funds will occur in the appropriate Land Titles Office or such other location agreeable to both lawyers.

12. **INSPECTION AND RISK:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any such or copies of the property which Seller's control to Buyer as soon as possible and prior to the Requisition Date. To the extent of any Charge/Mortgage held by a corporation, documents pursuant to the Trust And Loan Corporations Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, to be available in registrable form on completion. Buyer agrees to accept Seller's undertaking to deliver, out of the closing funds, a discharge in registrable form and in regular form, or such form as is acceptable, on the which is reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a written undertaking to deliver such discharge has been given to a lawyer, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **PROMISE:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to investigate or satisfy himself by a property inspection report to this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be claiming a property inspection or property inspection report respecting the property.

14. **MAINTENANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deductions or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at its expense to obtain such necessary consent by completion.

16. **COMMISSIONER OF CONVEYANCES:** The Transfer/Deed shall, save for the land transfer tax affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the covenant contemplated by Section 307(1) of the Planning Act, R.S.O. 1990.

17. **COMMISSIONS:** Buyer shall be entitled to receive the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the current non-resident provisions of the Income Tax Act by reason of this sale. Buyer shall not delay such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and assessments, public or private utility charges and occupational costs of land, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the spousal consent provided.

22. **GST:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not owned any building on the property that is required to be registered for goods and services tax purposes, and that to the best of Seller's knowledge no building on the property constitutes or has ever constituted a "residential complex" or "residential unit" as defined in the Excise Tax Act. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, the warranty shall only apply to that part of the building which is the subject of this transaction.

23. **CONFIDENCE:** Buyer is hereby notified that a government report containing credit and/or personal information may be requested to be prepared in connection with this transaction.

24. **AGENCY:** It is understood that the broker involved in the transaction represents the position as stated in the Confirmation of Representation Status.

25. **ADDITIONAL OR SPECIAL:** If there is conflict or discrepancy between any provision set out in this Agreement including any Schedule attached hereto, and any provision in the standard pre-set portion hereof, the added provisions shall prevail to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purpose of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

WITNESS OF SIGNATURE: [illegible] SIGNATURE OF SELLER: [illegible]

26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at Stouffville this 16th day of April 2005

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller) (Seal) DATE April 16, 2005

(Witness) (Buyer) (Seal) DATE

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Broker the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any amount to the undersigned on completion, as advised by the Listing Broker to my lawyer.

DATED at Toronto this 15th day of April 20 05

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller) (Seal) DATE X April 15/05

(Witness) (Seller) (Seal) DATE X

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF RECEIPT: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all amendments typed and written was finally accepted by all parties at 8:30 a.m./p.m. this 19th day of April 20 05

(Signature of Seller or Buyer)

CONFIRMATION OF REPRESENTATION

Listing Broker: Reiman Chase Realty Tel No. 905-895-1511 Represents: Seller

Co-op/Buyer Broker: York Region Realty Inc. Tel No. 905-640-7653 Represents: Buyer

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

(Seller) DATE X April 19/05

(Seller) DATE

Address for Service

Tel No.

Seller's Lawyer

Address

Tel No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

(Buyer) DATE April 19, 2005

(Buyer) DATE

Address for Service

Tel No.

Buyer's Lawyer

Address

Tel No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Broker shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Broker procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Signature of Listing Broker or authorized representative

Acknowledged by

Signature of Co-operating Broker or authorized representative

OREA Standard Forms are not inter-valued pertaining or representing the standard printed portion. Form 100 01/2005 Page 2 of 2

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OREA Ontario Real Estate Association

Schedule A
Agreement of Purchase and Sale

Form 100
for use in the Purchase of Chattels

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Lloyd Rabello In Trust, and

SELLER, Andrew Jose Adeane

for the purchase and sale of 30 South Road,

town of Whitchurch-Stouffville.

Buyer agrees to pay the balance as follows: THE BUYER AGREES TO PAY THE BALANCE OF THE PRICE, SUBJECT TO ADJUSTMENTS, BY BANK DRAFT OR CERTIFIED CHEQUE TO THE SELLER UPON COMPLETION OF THIS AGREEMENT.

[illegible]

This Offer is conditional upon the [Buyer] obtaining at the [Buyer's] expense, a [pre-zoning/minor variance], to allow for the property on 30 South Rd. to be subdivided. Both Buyer and Seller agree to proceed in a diligent manner to acquire the [pre-zoning/minor variance]. Unless the [Buyer] gives notice in writing delivered to the [Seller] not later than 10 p.m. on [illegible], that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction.

+15 DAYS AFTER ACCEPTANCE OF THIS OFFER

THIS OFFER IS CONDITIONAL UPON THE BUYER OBTAINING SATISFACTORY FINANCING FOR THE BALANCE OF THE PURCHASE PRICE AT THE BUYER'S OWN EXPENSE. UNLESS THE BUYER GIVES NOTICE TO THE SELLER WITHIN 10 BUSINESS DAYS FROM THE ACCEPTANCE OF THIS AGREEMENT THAT CONDITION IS FULFILLED, THIS OFFER SHALL BE NULL AND VOID AND THE DEPOSIT SHALL BE RETURNED TO THE BUYER IN FULL WITHOUT DEDUCTION.

THE BUYER AGREES TO PAY A FURTHER DEPOSIT OF $4,000 (FOUR THOUSAND DOLLARS) BY CERTIFIED CHEQUE OR BANK DRAFT BY JUNE 30TH, 2005 OR THIS AGREEMENT SHALL BE NULL AND VOID.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF PURCHASER: LR INITIALS OF VENDOR:

OREA Ontario Real Estate Association

Schedule ~~A~~ B
Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Lloyd Rebello In Trust, and

SELLER, Audrey June Adams

for the purchase and sale of 30 South Road

town of Whitchurch-Stouffville

Buyer agrees to pay the balance as follows:

It is hereby agreed and acknowledged that this agreement of purchase and sale and all terms, conditions and rights herein may be assigned by the buyer to a corporation and or an individual upon closing of this transaction. It is agreed that any such assignment shall be disclosed to the seller in writing. It is further understood that any assignee shall be required to abide by all terms and conditions of this agreement of purchase and sale.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): DR INITIALS OF SELLER(S):

Instant Forms

OREA Ontario Real Estate Association

Ontario Real Estate Association
CONFIRMATION OF CO-OPERATION AND REPRESENTATION

REALTOR®

BUYER: Lloyd Rebello In Trust

SELLER: Audrey June Adams

For the transaction on the Property known as: 30 South Rd.

1. The following information is confirmed by the undersigned Listing Broker, and Co-operating Broker (if applicable). If a Co-operating Broker is involved in the transaction, the brokers agree to co-operate, in consideration of, and on the terms and conditions as set out below.

a) [X] The Listing Broker represents the interests of the Seller in this transaction and is providing customer service to the Buyer.

b) [ ] **DUAL AGENCY:** The Listing Broker has entered into a Buyer Agency Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, as a Dual Agent in negotiating the terms of this transaction. The Listing Broker must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Broker has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Broker.

However, the Listing Broker shall not disclose:

That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;

That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;

The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;

The price the Buyer should offer or the price the Seller should accept;

And; the Listing Broker shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Broker concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

c) [ ] The Co-operating Broker is a Buyer Broker representing the interests of the Buyer in this transaction. The Co-operating Broker waives any offer of sub-agency with the Listing Broker and/or Seller, and is providing customer service to the Seller. It is further understood and agreed that the Listing Broker will pay the Co-operating Broker

[ ] The commission as indicated in the MLS information for the property

or, if not an MLS listing,

[ ] a commission of.....

plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Broker, on any trade wherein the Co-operating Broker has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease. Said payment of commission will not make the Co-operating Broker either the agent or sub-agent of the Seller or the Listing Broker.

d) [ ] The Co-operating Broker is a Buyer Broker representing the interests of the Buyer in this transaction. The Co-operating Broker waives any offer of sub-agency with the Listing Broker and/or Seller, and is providing customer service to the Seller. It is further understood and agreed that the Co-operating Broker will be receiving payment directly from the buyer in this transaction.

e) [ ] The Co-operating Broker accepts the offer of sub-agency from the Seller and/or Listing broker and represents the interests of the Seller in this transaction while offering the Buyer customer service. It is further understood and agreed that the Listing Broker will pay the Co-operating Broker

[ ] The commission as indicated in the MLS information for the property

or, if not an MLS listing

[ ] a commission of.....

plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Broker, on any trade wherein the Co-operating Broker has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease.

2. Additional comments and/or disclosures by Listing Broker (See explanation on back of form):

Additional comments and/or disclosures by Co-operating Broker (See explanation on back of form):

For the purposes of this Confirmation of Co-operation and Representation, a "Seller" includes a vendor, a landlord, or a prospective vendor or landlord and a "Buyer" includes a purchaser, a tenant, or a prospective purchaser or tenant.

COMMISSION TRUST AGREEMENT: If the above information indicates that a co-operating Broker will receive commission other than directly from the Buyer, then the agreement between Listing Broker and Co-operating Broker further includes a Commission Trust Agreement, the consideration for which is the Co-operating Broker procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS rules and regulations pertaining to commission trusts of the Listing Broker's local real estate board, if the local board's MLS rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted

DEAL CHECKLIST, 2005

RE/MAX OMEGA REALTY (1988) LTD.

LISTING SIDE

Company: Remax Omega
Agent 1: Adam Cox
Agent 2: 4. 805-7778
Commission%: 2½ + GST
Co. Address:
Ph. ( )
Fax ( )
Refferal Broker:
Address:

SELLING SIDE

Company: York Region Realty
Agent 1: Maggie MacDonald
Agent 2:
Commission%: 2½ % + GST
Co. Address: cell 905-751-6600
Ph. (905) 640-7653
Fax (905) 642-6423
Refferal Broker:
Address: 210 Connor Dr Stouffville

Details of Referral Split: Regular

Property Address: 30 South Rd Gormley Town/City: Lohigo

Sale Price$: 1 189 000 Acceptance Date: May 25/05 Closing Date: Sept 29/05

Cond: on: FINALIZED Cond til:

Cond: on: Cond til: Escape Clause?: (hrs)

Deposit $: 4000 00 Circle one: Personal Chq / Cert. Chq / Bank Draft Date received: April 22/05

Term Deposit Y / N SIN#: See note at bottom of page

PAID 5000.00 A FURTHER DEPOSIT IS DUE (NON-REFUND) JUNE 30/

SELLER INFORMATION

Name: ED ADAMS
Address: 16 STOREY CR ETOBICOKE
Phone (416) 622-6853
Solicitor: WILSON & ASSOC Doug Wilson
Firm: 22 BROCK ST E UXBRIDGE
Address: L9P 1P1
9-852-3353 Bus 852-5120 Fx
Ph. (416) 622-6853
Fax ( ) SAME

BUYER INFORMATION

Name: LLOYD Robello
Address:
Phone ( )
Solicitor: William H. Fysh
Firm:
Address: 171 MAIN ST. S. UNIT 7 New Market
Ph. (905) 898-7331
Fax (905) 853-9382

- ☐ Must include copy of the MLS Listing & Confirmation of Co-operation & Representation
- ☐ NOTE: Please keep copies of all documents for your files.
- ☐ NOTE: Until this checklist is totally completed and handed in with the chq or receipt the deal will not be processed. If there is a condition to be met or waived, it is your responsibility.
- ☐ NOTE: Interest Bearing deposits must be $10,000 or greater and for a minimum of 60 days! The clause regarding interest bearing account must be in the Offer or by Amendment. Thank You.

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS

EXHIBIT C

FAX COVER SHEET

March 27th, 2006
To: Emily Atkinson
Bennett Jones LLP
From Maggie Macdonald
Sutton Group Town & Country Ltd.
905-640-0888-business phone
905-640-0889-business fax
905-640-2631-direct line
pg 1 of 12

Dear Emily.

Following are the correspondence with Robert Maxwell and Michael Quilling regarding my commissions that are due to me and the trade record sheets from the commissions outstanding to myself and to York Region Realty. I do so much appreciate your efforts on resolving this matter.

Thanks Again,

Maggie Macdonald

FAX COVER SHEET

To: Mr Robert Maxwell
Real Estate Council of Ontario
Legal Counsel
From: Maggie Macdonald
Sutton Group Town & Country
Business: 905-640-0888
Business Fax: 905-640-0889
Home Line: 905-640-2631
Pg 1 of 3

Dear Mr. Maxwell,

As Per our conversation today, Here is the trade record sheet for 39 Lakeview, Gormley, Ontario which is sitting in the trust fund of Sutton Group Town & Country Ltd. in Stouffville the amount owing to me is $9,362.24 including GST, ($976.37 owed to York Region Realty Inc). You can confirm this with John Walley, Broker at the above phone #s. I also appreciate the release of the funds from the trust fund of Re/Max Omega, Lou Dobson, Principal Broker-ammount of $4068.67 owed to Maggie Macdonald, 452.08 owed to York Region Realty Inc. The release of this money to me has been approved in person to me by the reciever, Michael Quilling and we just need to all be in communication on this matter. I'm sure you can appreciate the urgency of this matter as this money has been tied up since November 2005 and I have been unduly suffering for many long months now affecting every aspect of my life.
Thank you for your help in this.

Maggie Macdonald
March 24th,2005

to fax # 416-207-4820

Feb. 27th, 2006

To: Michael Quilling
From: Maggie Macdonald

FORWARD TO EMILY ATKINSON

Re: Commissions Owed to me

Dear Michael,

Following are the trade record sheets for the 5 properties that closed in 2005 that are currently still owed to me. It is a total with GST included to be $46,538.97. Three of the properties were listings from myself through York Region Realty Inc. Two of them; 39 Lakeview Ave and 30 South Road were listed with other Brokers and I was the selling salesperson. Those Brokers were Sutton Group Town and Country (John Walley) for 39 Lakeview which closed on Nov. 25th, 2005 and ReMax Omega (1988) LTD for 30 South Road which closed on ~~Sept. 29th, 2005.~~ 1/16/2006

I would be so eternally grateful if you could help me with this. I am single, on my own and this situation has left me with tremendous stress and hardship through absolutely no fault of my own. All of these homes have closed on the following dates:
23 Lakeview Ave: November 7th, 2005
57 Blackthorn: November 23rd, 2005
5 Magnotta: November 23rd, 2005
30 South Road: September 29th 2005
39 Lakeview: November 25th, 2005

Thank You in advance for your time and efforts.
It is my pleasure to work with you

Maggie Macdonald
Feb. 27th 2005

PS. I look forward to meeting you when you come to Toronto!

OREA Ontario Real Estate Association

Trade Record Sheet

Toronto Real Estate Board

Sale No.:
MLS No.:

YORK REGION REALTY INC. (Name of Brokerage Firm) Dated November 22, 20 05

I, MAGGIE MACDONALD (Name of Salesperson), have today sold (leased or rented, exchanged, optioned):

Property 39 LAKEVIEW DRIVE, PRESTON LAKE, ONTARIO

~~SELLER/LANDLORD:~~ BUYER	~~BUYER/TENANT:~~ SELLER/LANDLORD
TREVOR AUGUSTYN AND LAURELLE AUGUSTYN	WILLIAM HALL
Address 39 LAKEVIEW DRIVE, PRESTON LAKE, ONTARIO	Address
Tel. Fax	Tel. Fax
Lawyer Tom McPherson, 15220 Younge St, Aurora, Ont.	Lawyer Jon Lawlor
Tel. 905-727-3151 Fax	Tel. 905-884 9133 Fax

CO-OPERATING/LISTING BROKER (If applicable): ☑ Listing Broker ☐ Co-operating Broker

SUTTON GROUP TOWNE AND COUNTRY REALTY INC.

Address

Tel. 905-640-0888 Fax Co-op Broker G.S.T Number

REFERRAL BROKER Tel.

Address Fax.

REFERRAL BROKER Tel.

Address Fax.

Total Consideration For Transaction $ (sale price, rent, exchange value, option price, fee (other))

Completion Date NOVEMBER 25, 2005

Deposit $ 20,000.00 ☑ cash ☐ cheque

If cheque, payable to SUTTON GROUP TOWNE AND COUNTRY REALTY INC. in trust.

Additional Deposit $ ☐ cash ☐ cheque

If cheque, payable to, in trust.

Total Commission $ 18,250.00 Total G.S.T. $ 1,277.50 Total Receivable Comm $ 19,527.50

(Salesperson) MAGGIE MACDONALD (Salesperson)

Property 39 LAKEVIEW DRIVE, PRESTON LAKE, ONTARIO

Sale No.:
MLS No.:

Seller/Landlord TREVOR AUGUSTYN AND LAURELLE AUGUSTYN

Buyer/Tenant WILLIAM HALL

THE FOLLOWING TO BE COMPLETED BY THE BROKER:

	COMMISSION	GST	TOTAL	DATE PAID	CHEQUE NO.
Total Receivable Commission: 19,527.50	18,250.00	1,277.50	19,527.50		
Listing Broker: SUTTON GROUP TOWNE AND COUNT	9125.00	638.75	9763.75		
Listing #1 Salesperson # 2					
Co-op Broker: YORK REGION REALTY INC.	912.50	63.87	976.37		
Selling #1 Salesperson # 2	8212.50	574.87	8787.37		
Referral Fee:					
Referral Fee:					
Real Estate Board: Toronto Real Estate Board					
Other:					

Received deposit from (Salesperson)..... DATE.....
Additional deposit from (Salesperson)..... DATE.....
Deposited in Real Estate Trust Acc. (Amount)..... DATE.....
Additional deposit to Real Estate Trust Acc. (Amount)..... DATE.....

Statement to Seller DATE.....

Interest bearing deposit transferred to.....
Instrument #..... DATE..... Cheque # .....
Interest bearing deposit returned to Real Estate Trust Acc. (Amount)..... DATE..... Cheque # .....
If applicable: Interest earned (Amount)..... Paid to..... Cheque # .....
If applicable, SIN of interest recipient.....

Remitted to Seller/Buyer (Amount)..... DATE.....Cheque #.....
Transferred to Commission Trust (Amount)..... DATE.....Cheque #.....
Transferred Commission to Gen. Acct. (Amount)..... DATE.....Cheque #.....

Additional Necessary Information.....

To the best of my knowledge and belief the above information is correct.

DATED at STOUFFVILLE Ontario, this 22nd day of NOVEMBER, 20 05.

(Signature of Broker)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: The Salesperson(s) shown on the foregoing Trade Record Sheet:
In consideration of the Salesperson(s) having successfully completed a trade in real estate on behalf of the Broker with respect to the property more particularly defined in the foregoing Trade Record Sheet, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the Office Policy shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the Office Policy and shall be subject to and governed by the Office Policy pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Trade Record Sheet. Acknowledged by:

(Signature of Broker) (Signature of Salesperson)

* REVISED * (PRICE CHANGED)

Trade # 50447

Trade Record Sheet

01/18/2006

Re/Max Omega Realty (1988) Ltd.

I/We, the undersigned, have today sold, leased, rented, exchanged or optioned the property known as :

30 SOUTH RD. WHIT/STOUFF.

Owned by: AUDREY ADAMS
30 SOUTH RD.
WHITCHURCH/STOUFFVILLE

Purchased by: Helen & Sabrina Alevrids

For the price of $169000.00 which is to close on 01/16/2006
Trust Deposit of $9000.00 If not held by us then held by: Re/Max Omega Realty (1988) Ltd.
Deposited Into Trust on 07/04/2005
Remitted to Seller/Buyer on _____
Transferred to Comm. Trust Account on: _____
Notes: IC AC ~~472.50~~ 211.25

Seller's Solicitor
DOUG WILSON
22 BROCK ST.E.
UXBRIDGE ONT.
L9P 1P1
905-852-3353 905-852-5120

Buyer's Solicitor
PATRICK HENGEN
10330 YONGE ST
RICHMOND HILL ON
L4C 5N1
905-884-9257 905-884-9470

Commission Distribution On Closing of this Transaction is to be as follows:

Role	Participant	Calc From	Comm Payable	GST Payable	Total Payable
L	COX, ADAM	$4225.00	$4225.00	$295.75	$4520.75
S	YORK REGION REALTY	$4225.00	$4225.00	$295.75	$4520.75
Totals		$8450.00	$8450.00	$591.50	$9041.50

Contractual conditions existing at this time are as follows:

Conditions	Satisfied	Expires On Date	Waivers Sent Date

Acknowledged by all parties hereto:

Adam V. Cox
Agent

Agent

Maggie Macdonald
Agent

Agent

To the best of my knowledge and belief, the information stated above is correct,

On this 26 Day of July 2005 _____ 7/30/05
Broker

OREA Ontario Real Estate Association

Trade Record Sheet

Toronto Real Estate Board

Sale No.:
MLS No.:

YORK REGION REALTY INC. (Name of Brokerage Firm) Dated November 29, 20 05

I, MAGGIE MACDONALD (Name of Salesperson), have today sold (leased or rented, exchanged, optioned):

Property 23 LAKEVIEW AVENUE, PRESTON LAKE, ONTARIO

SELLER/LANDLORD:	BUYER/TENANT:
HENRY HUISMAN	PAUL AND NANCY OVCACIK
Address	Address
Tel. Fax	Tel. Fax
Lawyer	Lawyer
Tel. Fax	Tel. Fax

CO-OPERATING/LISTING BROKER (If applicable): ☑ Listing Broker ☑ Co-operating Broker

RE/MAX EXCELLENCE REALTY INC.

Address

Tel. Fax Co-op Broker G.S.T Number

REFERRAL BROKER Tel.

Address Fax

REFERRAL BROKER Tel.

Address Fax

Total Consideration For Transaction $ 323,500.00 (sale price, rent, exchange value, option price, fee (other))

Completion Date NOVEMBER 15, 2005

Deposit $ 15,000.00 ☐ cash ☑ cheque

If cheque, payable to YORK REGION REALTY INC., in trust.

Additional Deposit $ ☐ cash ☐ cheque

If cheque, payable to, in trust.

Total Commission $ 14,100.00 Total G.S.T. $ 987.00 Total Receivable Comm $ 14,100.00

(Salesperson) MAGGIE MACDONALD (Salesperson)

Property 57 BLACKTHORN DRIVE, VAUGHN, ONTARIO

Sale No.:
MLS No.:

Seller/Landlord PAUL AND NANY OVCACIK

Buyer/Tenant DOMINIC CASUSCELLI

THE FOLLOWING TO BE COMPLETED BY THE BROKER:

	COMMISSION	GST	TOTAL	DATE PAID	CHEQUE NO.
Total Receivable Commission: 13,925.80	12,940.00	985.80	13,925.80		
Listing Broker: YORK REGION REALTY INC.	647,00	49.29	696.29		
Listing #1 MAGGIE MACDONALD Salesperson # 2	5823.00	443.61	6266.61		
Co-op Broker: RE/MAX EXCELLENCE REALTY	6470.00	492.90	6962.90		
Selling #1 Salesperson # 2					
Referral Fee:					
Referral Fee:					
Real Estate Board: Toronto Real Estate Board					
Other:					

Received deposit from (Salesperson) MAGGIE MACDONALD ..... DATE .....
Additional deposit from (Salesperson) ..... DATE .....
Deposited in Real Estate Trust Acc. (Amount) ..... DATE .....
Additional deposit to Real Estate Trust Acc. (Amount) ..... DATE .....

Statement to Seller DATE .....

Interest bearing deposit transferred to .....
Instrument # ..... DATE ..... Cheque # .....
Interest bearing deposit returned to Real Estate Trust Acc. (Amount) ..... DATE ..... Cheque # .....
If applicable: Interest earned (Amount) ..... Paid to ..... Cheque # .....
If applicable, SIN of interest recipient .....

Remitted to Seller/Buyer (Amount) ..... DATE ..... Cheque # .....
Transferred to Commission Trust (Amount) ..... DATE ..... Cheque # .....
Transferred Commission to Gen. Acct. (Amount) ..... DATE ..... Cheque # .....

Additional Necessary Information .....

To the best of my knowledge and belief the above information is correct.

DATED at Thornhill Ontario, this 27 day of November, 20 05.

(Signature of Broker)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: The Salesperson(s) shown on the foregoing Trade Record Sheet:
In consideration of the Salesperson(s) having successfully completed a trade in real estate on behalf of the Broker with respect to the property more particularly defined in the foregoing Trade Record Sheet, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the Office Policy shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the Office Policy and shall be subject to and governed by the Office Policy pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Trade Record Sheet. Acknowledged by:

(Signature of Broker) (Signature of Salesperson)

OREA Ontario Real Estate Association

Trade Record Sheet

Toronto Real Estate Board

Sale No.:
MLS No.:

YORK REGION REALTY INC. (Name of Brokerage Firm) Dated November 29, 20 05

I, MAGGIE MACDONALD (Name of Salesperson), have today sold (leased or rented, exchanged, optioned):

Property 57 BLACKTHORN DRIVE, VAUGHN, ONTARIO

SELLER/LANDLORD:	BUYER/TENANT:
PAUL AND NANY OVCACIK	DOMINIC CASUSCELLI
Address	Address
Tel. Fax	Tel. Fax
Lawyer	Lawyer
Tel. Fax	Tel. Fax

CO-OPERATING/LISTING BROKER (If applicable): ☐ Listing Broker ☑ Co-operating Broker

RE/MAX EXCELLENCE REALTY INC.

Address

Tel. Fax Co-op Broker G.S.T Number

REFERRAL BROKER Tel.

Address Fax

REFERRAL BROKER Tel.

Address Fax

Total Consideration For Transaction $ 323,500.00 (sale price, rent, exchange value, option price, fee (other))

Completion Date NOVEMBER 15, 2005

Deposit $ 15,000.00 ☐ cash ☑ cheque

If cheque, payable to YORK REGION REALTY INC., in trust.

Additional Deposit $ ☐ cash ☐ cheque

If cheque, payable to, in trust.

Total Commission $ 12,940.00 Total G.S.T. $ 985.80 Total Receivable Comm $ 13,925.80

(Salesperson) MAGGIE MACDONALD (Salesperson)

Property 23 LAKEVIEW AVENUE, PRESTON LAKE, ONTARIO

Sale No.:
MLS No.:

Seller/Landlord HENRY HUISMAN

Buyer/Tenant PAUL AND NANCY OVCACIK

THE FOLLOWING TO BE COMPLETED BY THE BROKER:

	COMMISSION	GST	TOTAL	DATE PAID	CHEQUE NO.
Total Receivable Commission: 14,100.00	14,100.00	987.00	15,087.00		
Listing Broker: YORK REGION REALTY INC.	1410.00	98.70	1508.70		
Listing #1 MAGGIE MACDONALD Salesperson # 2	12690.00	888.30	13578.30		
Co-op Broker:					
Selling #1 Salesperson # 2					
Referral Fee:					
Referral Fee:					
Real Estate Board: Toronto Real Estate Board					
Other:					

Received deposit from (Salesperson) MAGGIE MACDONALD DATE SEPTEMBER 7, 2005
Additional deposit from (Salesperson) ..... DATE .....
Deposited in Real Estate Trust Acc. (Amount) ..... DATE .....
Additional deposit to Real Estate Trust Acc. (Amount) ..... DATE .....

Statement to Seller DATE .....

Interest bearing deposit transferred to .....
Instrument # ..... DATE ..... Cheque # .....
Interest bearing deposit returned to Real Estate Trust Acc. (Amount) ..... DATE ..... Cheque # .....
If applicable: Interest earned (Amount) ..... Paid to ..... Cheque # .....
If applicable, SIN of interest recipient .....

Remitted to Seller/Buyer (Amount) ..... DATE ..... Cheque # .....
Transferred to Commission Trust (Amount) ..... DATE ..... Cheque # .....
Transferred Commission to Gen. Acct. (Amount) ..... DATE ..... Cheque # .....

Additional Necessary Information .....

To the best of my knowledge and belief the above information is correct.

DATED at STOUFFVILLE Ontario, this 29 day of NOVEMBER, 20 05.

(Signature of Broker)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: The Salesperson(s) shown on the foregoing Trade Record Sheet:
In consideration of the Salesperson(s) having successfully completed a trade in real estate on behalf of the Broker with respect to the property more particularly defined in the foregoing Trade Record Sheet, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the Office Policy shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the Office Policy and shall be subject to and governed by the Office Policy pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Trade Record Sheet. Acknowledged by:

(Signature of Broker) (Signature of Salesperson)

OREA Ontario Real Estate Association

Trade Record Sheet

Toronto Real Estate Board

Sale No.:
MLS No.:

YORK REGION REALTY INC. (Name of Brokerage Firm) Dated November 22, 20 05.

I, MAGGIE MACDONALD (Name of Salesperson), have today sold (leased or rented, exchanged, optioned):

Property 5 MAGNOTTA DR., MARKHAM, ONTARIO

SELLER/LANDLORD:	BUYER/TENANT:
TREVOR AUGUSTYN AND LAURELLE AUGUSTYN	CHRISTY CHEUNG
Address 5 MAGNOTTA DR., MARKHAM, ONTARIO	Address
Tel. Fax	Tel. Fax
Lawyer	Lawyer
Tel. Fax	Tel. Fax

CO-OPERATING/LISTING BROKER (If applicable): ☐ Listing Broker ☑ Co-operating Broker

JARDINE HILLS REALTY INC., AGNET: CECILIA LIU

Address

Tel. 905-709-8688 Fax Co-op Broker G.S.T Number

REFERRAL BROKER Tel.

Address Fax

REFERRAL BROKER Tel.

Address Fax

Total Consideration For Transaction $ 13,280.00 (sale price, rent, exchange value, option price, fee (other))

Completion Date NOVEMBER 23, 2005

Deposit $ 15,000.00 ☑ cash ☐ cheque

If cheque, payable to YORK REGION REALTY INC., in trust.

Additional Deposit $ ☐ cash ☐ cheque

If cheque, payable to, in trust.

Total Commission $ 13,280.00 Total G.S.T. $ 929.60 Total Receivable Comm $ 14,209.60

(Salesperson) MAGGIE MACDONALD (Salesperson)

Property 5 MAGNOTTA DR., MARKHAM, ONTARIO

Sale No.:

MLS No.:

Seller/Landlord TREVOR AUGUSTYN AND LAURELLE AUGUSTYN

Buyer/Tenant CHRISTY CHEUNG

THE FOLLOWING TO BE COMPLETED BY THE BROKER:

	COMMISSION	GST	TOTAL	DATE PAID	CHEQUE NO.
Total Receivable Commission: 14,209.60	13,280.00	929.60	14,209.60		
Listing Broker: YORK REGION REALTY INC.	581.00	40.67	621.67		
Listing Salesperson #1 MAGGIE MACDONALD # 2	5229.00	366.03	5595.03		
Co-op Broker: JARDINE HILLS REALTY INC.	7470.00	522.90	7992.90		
Selling Salesperson #1 # 2					
Referral Fee:					
Referral Fee:					
Real Estate Board: Toronto Real Estate Board					
Other:					

Received deposit from (Salesperson)..... DATE.....

Additional deposit from (Salesperson)..... DATE.....

Deposited in Real Estate Trust Acc. (Amount)..... DATE.....

Additional deposit to Real Estate Trust Acc. (Amount)..... DATE.....

Statement to Seller DATE.....

Interest bearing deposit transferred to.....

Instrument #..... DATE..... Cheque # .....

Interest bearing deposit returned to Real Estate Trust Acc. (Amount)..... DATE..... Cheque # .....

If applicable: Interest earned (Amount)..... Paid to..... Cheque # .....

If applicable, SIN of interest recipient.....

Remitted to Seller/Buyer (Amount)..... DATE.....Cheque #.....

Transferred to Commission Trust (Amount)..... DATE.....Cheque #.....

Transferred Commission to Gen. Acct. (Amount)..... DATE.....Cheque #.....

Additional Necessary Information.....

To the best of my knowledge and belief the above information is correct.

DATED at STOUFFVILLE Ontario, this 22nd day of NOVEMBER, 20 05.

(Signature of Broker)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: The Salesperson(s) shown on the foregoing Trade Record Sheet:
In consideration of the Salesperson(s) having successfully completed a trade in real estate on behalf of the Broker with respect to the property more particularly defined in the foregoing Trade Record Sheet, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the Office Policy shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the Office Policy and shall be subject to and governed by the Office Policy pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Trade Record Sheet.

Acknowledged by:

(Signature of Broker)

(Signature of Salesperson)

EXHIBIT D

FAX COVER SHEET

March 31st, 2006
To: Emily Atkinson
fax# 416-863-1716
Bennett Jones LLP
From Maggie Macdonald
Sutton Group Town & Country Ltd.
905-640-0888-business phone
905-640-0889-business fx
Pg 1 of 5
Hi Emily
Following is the contract between York Region Realty Inc. and Myself.

Thanks Again,

Maggie Macdonald

OREA Ontario Real Estate Association

Independent Contractor
Salesperson's Agreement

Toronto Real Estate Board

INDEPENDENT CONTRACTOR AGREEMENT:

BETWEEN: YORK REGION REALTY INC., hereinafter referred to as (the "Broker")

AND:
MAGGIE MACDONALD, herein referred to as (the "Salesperson")

WHEREAS:

A. The Broker is a duly registered real estate broker pursuant to the Real Estate and Business Brokers Act (Ontario) (the "Act") and the regulations made pursuant thereto (the "Regulations") and owns, for the purpose thereof, all facilities and equipment required to conduct a real estate brokerage business.

B. The Salesperson is an independent contractor desiring access to such facilities and equipment for the purpose of conducting therefrom a real estate business.

C. In this Agreement the term "Salesperson" shall also mean an "Associate Broker" as that term is commonly understood in the real estate brokerage business.

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

ARTICLE ONE – APPOINTMENT

1.1 The Broker hereby retains and appoints the Salesperson as an independent contractor in accordance with this Agreement and the Salesperson hereby accepts such appointment as an independent contractor upon and subject to the terms, conditions, covenants and provisions set forth herein. The parties acknowledge that the Salesperson is a self-employed independent contractor and is not and shall not represent himself or herself to be a partner or employee of the Broker or to have any relationship to the Broker other than as a self-employed independent contractor.

ARTICLE TWO – FACILITIES

2.1 The Broker shall make available the services, facilities and equipment provided for in Schedule "A" attached to this Agreement.

ARTICLE THREE – GENERAL CONDITIONS

3.1 The Salesperson shall govern their conduct by the Act and Regulations and the constitution, by-laws, Code of Ethics and Standards of Business Practice of the local real estate board of their membership (the "Board"), and all requirements of the Real Estate Council of Ontario ("RECO") all as may be amended from time to time.

3.2 The Salesperson shall furnish their own automobile and pay all expenses thereon and shall carry liability and property damage insurance satisfactory to the Broker. A minimum of $..... is required for liability insurance.
The Salesperson shall provide proof of such insurance to the Broker upon request.

3.3 The Salesperson shall during the Term of this Agreement:
(a) maintain in good standing all licences required by the Act and Regulations necessary to trade in real estate;
(b) be a member in good standing of RECO; and
(c) be a member in good standing of the Board.

3.4 The Salesperson shall maintain errors and omissions and such other insurance as RECO may require from time to time.

3.5 The Salesperson shall obtain and maintain Goods and Services Tax registration as required by the Excise Tax Act (Canada) as amended from time to time.

3.6 The Salesperson shall not obligate the Broker for goods or services.

3.7 The Salesperson shall only use such real estate forms that have been approved by the Broker prior to their use.

3.8 The Salesperson has read and agrees to the office policy as outlined in the Broker's office policy manual and agree to conduct themselves accordingly and in accordance with any amendments thereto communicated to the Salesperson in writing from time to time.

3.9 The Broker may set-off against the Salesperson's commission or other amounts the Broker may owe the Salesperson or any amount due to the Broker from the Salesperson including without limitation payable to the Broker pursuant to Article Five of this Agreement.

ARTICLE FOUR – COMMISSIONS

4.1 The full amount of all gross commissions resulting from real estate transactions procured by the Salesperson and received by the Broker as required by the Act shall be credited to the Salesperson's account and shall remain the property of the Salesperson.

4.2 All credit balances in the Salesperson's account shall be paid by the Broker to the Salesperson on a MONTHLY basis, net of fees and other amounts owed to the Broker by the Salesperson.

4.3 The commission to be charged for any transaction shall be determined solely by the Salesperson and shall belong to the Salesperson. The parties acknowledge that the Act requires that commission be collected only by the Broker.

ARTICLE FIVE – FEES, EXPENSES AND COSTS

5.1 The Salesperson agrees to pay the Broker the Fees set out in Plan "A" or "B", as applicable, which form part of this Agreement.

ARTICLE SIX – REPRESENTATION AGREEMENTS

6.1 The Broker reserves the right, acting reasonably, to reject any representation agreement or commission agreement deemed unsatisfactory and to return said agreement to the seller or buyer.

6.2 All representation agreements or commission agreements are the property of the Broker according to the Act during the term of this Agreement. Upon termination of this Agreement, the Broker agrees to terminate any representation agreements or commission agreements procured by the Salesperson if the seller or buyer under the agreement approves.

ARTICLE SEVEN – ADVERTISING

7.1 All advertising to be approved by the Broker in advance.

INITIALS OF SALESPERSON: **INITIALS OF BROKER:**

ARTICLE EIGHT – TERMINATION

8.1 This Agreement may be terminated by either party at any time without cause upon 24 hours written notice that may be delivered personally or by facsimile. Upon termination both parties agree to complete their obligations herein in order to complete an orderly conclusion of their relationship. The Salesperson will not have any claim on real estate transactions that have not been procured from representation agreements prior to termination, or any future commissions therefrom.

8.2 Upon termination of this Agreement, the Salesperson will return to the Broker all keys, listings, listing books, blueprints, signs, plans, maps, supplies and sales literature received at any time from the Broker. The Salesperson agrees to pay the Broker for the value of such items that were not returned upon termination of this Agreement.

8.3 If on termination the Salesperson is indebted to the Broker then until such debt has been paid, the amount outstanding from time to time shall bear interest at the rate of FIVE per cent per annum calculated and payable monthly.

ARTICLE NINE – TERM

9.1 Any and all changes to this Agreement from one year to the next will be announced at a meeting of the salespeople on or about ONCE each year. This Agreement will commence on the date hereof and run until the end of the current calendar year and subject to announced changes, if any, and termination as provided for herein, this Agreement will automatically renew annually (the "Term").

ARTICLE TEN – BROKER'S SUPPLIES

10.1 The Salesperson shall only use supplies which conform to the Broker's current specifications and standards, including signs, business cards, stationery and other items used for communications or presentations to customers and prospective customers and all promotional and novelty items.

ARTICLE ELEVEN – LITIGATION, DISPUTE AND ARBITRATION

11.1 If any transaction in which the Salesperson is involved results in a dispute, arbitration, litigation or legal expense, the Salesperson shall co-operate fully with the Broker in the resolution or prosecution of same.

11.2 The Broker reserves the right to determine whether or not any litigation or dispute concerning any transaction in which the Salesperson is involved shall be prosecuted, defended or settled, or whether or not legal expense shall be incurred.

ARTICLE TWELVE – DEPOSITS

12.1 All monies, documents or property received by the Salesperson in connection with any transaction shall be delivered to the Broker immediately. All cheques must be made payable to the Broker in accordance with the Act.

ARTICLE THIRTEEN – CORRESPONDENCE

13.1 All letters received and a copy of all letters written by the Salesperson pertaining to the business of the Broker shall be turned over to the Broker for its records and shall be the property of the Broker. All letters are to be approved by the Broker before mailing.

ARTICLE FOURTEEN – INDEMNITY

14.1 The Salesperson hereby indemnifies the Broker against all liability, loss, damages, costs and expenses sustained, suffered or incurred by the Broker as a result of any breach by the Salesperson of the Salesperson's obligations under this Agreement or as a result of any claim by a third party arising out of the Salesperson's real estate business activities. This indemnity shall survive the termination of this Agreement.

ARTICLE FIFTEEN – USE AND DISTRIBUTION OF PERSONAL INFORMATION

15.1 The Salesperson consents to the collection, use and disclosure of personal information of the Salesperson by the Broker for the purpose of a transfer, sale, or financing by the Broker of the business, or compliance with the requirements of the Real Estate Council of Ontario, or such other use of the personal information as the Broker deems appropriate in connection with managing or carrying on the affairs of the business.

ARTICLE SIXTEEN– GENERAL AGREEMENT TERMS

16.1 Either party may waive any default of the other party under this Agreement, but, no such waiver shall affect the rights of that party in respect of any subsequent default, whether of the same or a different nature.

16.2 This Agreement which includes Schedule(s) "A", ... and Plan A or Plan B as appropriate, shall constitute the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings in any way relating to that subject matter. This Agreement can only be changed by a writing signed by both parties. No remedy conferred on a party under this Agreement, or by law, shall preclude the exercise by that party of any other remedy available to it in equity or in law in respect of the same default.

16.3 This Agreement is personal to the Salesperson and no right of the Salesperson under this Agreement may be assigned without the prior written consent of the Broker, which consent may be arbitrarily, or unreasonably withheld. The Broker may, without the consent of the Salesperson, assign any of its rights under the Agreement and, following such assignment, shall be relieved of all obligations in respect of the rights so assigned. Subject to the foregoing, this Agreement shall enure to the benefit and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

16.4 The use of section headings in this Agreement is for convenience of reference only and shall not affect the interpretation of this Agreement.

16.5 All notices or other communications required or permitted under this Agreement to be given by one party to the other shall be in writing and shall be given by personal delivery (including courier), or by facsimile to the party as follows:

(a) if to the Broker, at Attn: COURTNEY WALLIS SIMPSON Fax: 905-640-7653

(b) if to the Salesperson, at Attn: MAGGIE MACDONALD Fax: 905-640-7653

Any such notice or communication shall be deemed received on the earlier of actual receipt, if delivered or on the date transmitted, if by facsimile unless received after 5:00 p.m. on a business day (i.e. a day other than a Saturday or Sunday or statutory holiday in Ontario) in which case receipt will be deemed to be on the next business day. Either party may change its address for service by giving notice thereof pursuant to the term of this Section.

16.6 Each party agrees, at the request of the other party, to do, execute and give such further and other acts, documents and assurances as may be reasonably requested in order to give full effect to this Agreement and to the transactions contemplated herein.

IN WITNESS whereof the parties have duly signed this Agreement as of the date indicated.

(Witness) (Signature of Salesperson) (Seal) DATE 10/9/2005

(Witness) (Signature of Broker/Authorized Signing Officer) (Seal) DATE 10-9-2005

OREA Ontario Real Estate Association

Schedule "A"
Independent Contractor – Salesperson's Agreement

Toronto Real Estate Board

1. Secretarial services during normal office business hours.
2. Reception area.
3. Desk space as determined by the Broker.
4. Reasonable sales and administrative training, as determined by the Broker.
5. Use of telephone and fax facilities.
6. Standard office equipment as customarily provided in a real estate brokerage business.
7. Reasonable quantity of stationery.
8. Photocopying facility.
9. Sales Information Sheet (Trade Record) will be prepared by secretary.
10. A reasonable number of "For Sale" and "Open House" signs.
11. Multiple Listing Service processing fees and re-processing fees, where previously authorized.
12. Client and customer referral(s).
13. Listing fees, stand sign installation.
14. Courier facilities.
15. Business cards.
16. Office duty time.
17. Standard newspaper advertising program, as determined by the Broker. Salespersons may advertise over and above the Broker's program, at their own expense, provided they meet all governing provincial and local rules and regulations.
18. Broker to assist in all areas that are deemed essential to complete a real estate transaction if requested by the Salesperson.
19. All salespersons shall sign the inventory list.
20. Such other items and service as the Broker may in its sole discretion agree to provide to the Salesperson. The Broker has the right at any time without notice to increase or decrease said service.
21.

PLAN "A" – FEES PAYABLE TO BROKER

To compensate for administrative and operating costs incurred by the Broker in providing the items and services in Schedule "A" the Salesperson shall pay the Broker:

1A 10 % of the Salesperson's net commissions on the portion of total net annual commissions not exceeding $ UNLIMITED

1B ..... % of the Salesperson's net commissions on the portion of total net annual commissions not exceeding $.....

1C ..... % of the Salesperson's net commissions on the portion of total net annual commissions not exceeding $.....

1D ..... % of the Salesperson's net commissions on the portion of total net annual commissions not exceeding $.....

1E ..... % of the Salesperson's net commissions on the portion of total net annual commissions not exceeding $.....

1F ..... % of the Salesperson's net commissions on the portion of total net annual commissions not exceeding $.....

1G ..... % of the Salesperson's net commissions on the portion of total net annual commissions not exceeding $.....

Under Plan "A" plateaus will be calculated on commissions received within the contract year. Effective, on each and every anniversary date, the plateau level will start at the beginning and the Salesperson will be paid accordingly. Furthermore, in the event of any switch in plans at the Salesperson's anniversary date, they will be paid by the rules of the Plan they were on at the time the business was written.

Salesperson will be responsible to pay for:

(a) Monthly and yearly dues and fees and other charges as charged by the Board, the Ontario Real Estate Association and the Canadian Real Estate Association;

(b) License/renewal fees, monthly and yearly fees and other fees charged to the Salesperson by RECO.

Salesperson shall pay all dues and fees and miscellaneous items outstanding at the end of each calendar year and the following year's Board yearly dues by cheque on or before January 1 of the following new year.

PLAN "A" AGREEMENT

I, MAGGIE MACDONALD (Salesperson) hereby agree to PLAN "A".

(Signature of Salesperson) (Signature of Broker/Authorized Signing Officer)

PLAN "B" – FEES PAYABLE TO BROKER

To compensate the Broker for administrative and operating costs incurred by the Broker in providing the items and services in Schedule "A" the Salesperson shall pay the Broker:

1A 10 % of the Salesperson's net commission on that portion of total net annual commission exceeding $ UNLIMITED

The above compensation for the Broker applies to all transactions.

1B Plus PROPORTIONATE SHARE OF ADVERTISING, MEMBERSHIP FEES & DUES

Dollars ($.....) desk fee per month is payable on the first day of each and every month.

A ..... interest charge per month (..... per annum) for late payment will be charged.

The desk fee includes all the items and services as set out in Schedule "A" contained herein, except as follows:

This plan includes ..... (ALL) listing fees annually

This plan includes ..... (ALL) standard sign installations annually

Over these specific amounts, the Salesperson is responsible for, said costs and will be billed accordingly on a monthly basis. An inventory of the Salesperson's listings and sign installations will be taken prior to commencement of the contract period and shall be counted against his/her yearly maximum for that contract period.

PLAN "B" AGREEMENT

I, MAGGIE MACDONALD (Salesperson) hereby agree to PLAN "B".

(Signature of Salesperson) (Signature of Broker/Authorized Signing Officer)

EXHIBIT E

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

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

March 31, 2006

Via E-Mail robert@reco.on.ca

Robert A. Maxwell
Legal Counsel
Real Estate Council of Ontario
3250 Bloor Street West
East Tower, Suite 600
Toronto ON
M8X 2X9

Mr. Maxwell

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

We acknowledge receipt of your letter dated March 22, 2006.

We confirm that, pursuant to the order of Justice Ground dated November 17, 2005, Mr. Dobson is required to provide the court appointed receiver, Michael J. Quilling, with the amount of $4,520.75 currently held by Re/Max Omega Realty (1998) Ltd. in respect of the sale of 30 South Road, Whitchurch/Stouffville. We will seek the direction of the court with respect to payment of any amounts that may be owing to Ms MacDonald.

Further to our letter of March 6, 2006, it is our understanding that commissions earned by York Region Realty and its former agents on four properties that closed in 2005 are being held by RECO and have yet to be paid. The receiver requests that:

1. in respect of the sale of 23 Lakeview Avenue, Preston Lake the amount of $15,087.00 be paid to the receiver;

2. in respect of the sale of 57 Blackthorn Drive, Vaughn, the amount of $6962.50 be paid to the receiver;

3. in respect of the sale of 5 Magnotta Drive, Markham, the amount of $6,216.70 be paid to the receiver; and

4. in respect of the sale of 39 Lakeview Avenue, Preston Lake, the amount of $10,338.61 be paid to the receiver.

We look forward to receiving the funds. We have a commercial list motion in this matter scheduled for April 6, 2006 at 10:00 a.m. At that time, if necessary, we will seek a court order directing that these commissions be paid as set out above.

Yours truly,

Bennett Jones LLP

BENNETT JONES LLP

cc: M.J. Quilling
M. MacDonald

DMSTORLegal\056445\00001\399941v1

EXHIBIT F

Real Estate Council
of Ontario

3250 Bloor Street West
East Tower, Suite 600
Toronto, ON M8X 2X9
Tel: 416-207-4800
Toll Free: 1-800-245-6910
Fax: 416-207-4820

www.reco.on.ca
information@reco.on.ca

Public Trust in the
Real Estate Marketplace

April 5, 2006

SENT ONLY BY EMAIL

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

Attention: Emily Atkinson

Dear Ms. Atkinson:

RE: Pandya v. Simpson et al.

Further to your firm's letters of March 31, 2006, April 4 and 5, 2006, your telephone messages of April 3 and 4, 2006, and our telephone call of April 4, 2006, I confirm the following.

The Real Estate Council of Ontario (RECO) never has and does not hold any commissions owing to York Region Realty Inc. or any of its former salespersons or brokers.

As Bennett Jones is aware, the RECO is the Administrative Authority designated by the Government of Ontario to administer the *Real Estate and Business Brokers Act, 2002* (formerly the *Real Estate and Business Brokers Act*, R.S.O. 1990, c. R.4, as amended) under the *Safety and Consumers Statutes Administration Act, 1996*. The RECO's statutory mandate is a matter of law and public record. Under its statutory mandate the RECO has no authority, power, duty, or jurisdiction to hold commissions.

In light of this, the RECO is at a loss as to why Bennett Jones would bring a Motion returnable on April 6, 2006 to the Court asking for an Order that real estate commissions owing to York Region Realty Inc. or any of its former agents currently being held by the RECO be released to the Receiver. For the record, the RECO did not receive a copy of the letter of March 6, 2006 from Bennett Jones, addressed to Andria Knauer of the RECO and carbon copied to Brian Prendergast and me of the RECO, as attached as Exhibit D to the Affidavit of M. Joanne MacMillan, which Affidavit is proffered by Bennett Jones in support of its Order against the RECO.

Therefore the RECO requests that Bennett Jones advise the Court on April 6, 2006 that it was in error in seeking such an Order against the RECO and that Bennett Jones confirm in writing that Bennett Jones has done so and no Order of costs be sought or made against RECO in relation to this Motion.

With respect to the Receiver's demand that the Director under the *Real Estate and Business Brokers Act* revoke the notice registered against certain properties owned by Ms. Wallis Simpson under the statutory authority of s. 19 (4) of the *Real Estate and Business Brokers Act*, R.S.O. 1990, Chapter R.4, as amended, the Director will lift such notices to facilitate the sale of the properties and the Receiver's receipt of the sale proceeds. I am hopeful that the Director will be in a position to lift the notices early next week. In the interim I will check RECO's records and confirm in writing on what properties the Director has a freeze order registered.

The Director is proposing, however, that no distribution of the funds should take place until there is an opportunity for all interested persons to speak to the Court as to whom the funds should be distributed and the pro-rata share of the distribution. In addition, no distribution of the funds should take place until there has been some form of notice, possibly by public advertisement, to inform persons who may have an interest in the distribution to come forward if they have not already done so, since the Director is concerned that there may be unknown claimants who entrusted assets or trust funds to York Region Realty Inc. or Courtney Wallis Simpson. These are steps that the Director would have performed in the interests of consumer protection had the Receiver not been appointed and the Director, therefore, requests that the Receiver undertake such steps. The Director is asking that the Receiver respond to his proposal and that the Director be kept informed as this litigation unfolds.

In the future if Bennett Jones or the Receiver have questions regarding the RECO's consumer protection mandate or how it operates, please feel free to contact me.

Thank you.

Yours very truly,
REAL ESTATE COUNCIL OF ONTARIO

Elizabeth A. Silcox
Manager, Legal Services
Direct Line: 416-207-4833
E-mail: elizabeth@reco.on.ca

EXHIBIT G

Public Trust in the
Real Estate Marketplace

Real Estate Council of Ontario

3250 Bloor Street West
East Tower, Suite 600
Toronto, ON M8X 2X9
Tel: (416) 207-4800
Toll Free: 1-800-245-6910
Fax: (416) 207-4820

www.reco.on.ca
information@reco.on.ca

May 31, 2006

SENT VIA FACSIMILE: 416-863-1716

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

Attention: Joanne MacMillan

Dear Ms. MacMillan:

RE: Courtney Wallis Simpson and York Region Realty Inc.

This follows our telephone conversation with respect to the claims for commissions earned by ex-employees of York Region Realty Inc. The Real Estate Council of Ontario does not take a position, at this time, with the manner in which the funds are distributed by the Receiver.

At a later date, the Real Estate Council of Ontario does reserve its right to make submissions to the Superior Court of Justice, or other bodies, with respect to the appropriate priorities of the distribution of funds.

If you have any questions or need clarification, please do not hesitate to call me.

Yours very truly,
REAL ESTATE COUNCIL OF ONTARIO

Robert A. Maxwell
Legal Counsel
Direct: 416-207-4829
E-mail: robert@reco.on.ca

RAM/al

F:\Legal Department\PROPOSAL\Wallis Simpson, Courtney & York Region Realty Inc\Ltr.BJ MacMillan 060531.doc

Public Trust in the
Real Estate Marketplace

Real Estate Council of Ontario

3250 Bloor Street West
East Tower, Suite 600
Toronto, ON M8X 2X9
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Fax: 416-207-4820

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information@reco.on.ca

Fax Transmission

Date:	Wednesday, May 31, 2006
Time:	4:18 PM
To:	Bennett Jones LLP
	Attention: Joanne MacMillan
Fax Number:	416-863-1716
From:	Amanda Laird
	Legal Administrative Assistant
	Direct Line: 416-207-4840
Subject:	Courtney Wallis Simpson and York Region Realty Inc.
Pages (including cover):	2
Comments:	

*

EXHIBIT H

OREA Toronto Real Estate Board

Schedule A
Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: HAYRON FAMILY TRUST, and

SELLER: MICHAEL QUILLING, RECEIVER FOR COURTNEY WALLIS SIMPSON,

for the purchase and sale of 6812 MAIN STREET, STOUFFVILLE, ONTARIO in the TOWN OF WHITCHURC

Agreement of Purchase and Sale dated April 26, 2006

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer hereinbefore named shall stand released from all further liability hereunder.

This Offer is conditional for 30 days from acceptance of the Agreement for the Buyer to perform his due diligence which will include verification of zoning, financing, inspection and approval by Buyer's Solicitor of all terms and conditions at his sole and absolute discretion. If this clause is not waived on or before 5:00pm on the 30th day from acceptance this Agreement shall be deemed to be null and void and deposit shall be returned to the Buyer without interest or deduction.

It is acknowledged and understood that this Agreement shall be conditional in its entirety, upon the approval of the Receiver, Michael Quilling, and the approval of the Courts until 5:00pm on June 9, 2006.

This clause must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

Century 21 Royal Windsor Realty Inc. MAY/OFFER by Rosemary Barrow Chep. June 1/06 12:00 1374603

OREA Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated April 28, 2006

BUYER HAVIRON FAMILY TRUST (hereinafter called the "Buyer") agrees to purchase from

SELLER MICHAEL QUILLING, RECEIVER FOR COURTNEY WALLIS SIMPSON (hereinafter called the "Seller") the following

REAL PROPERTY:

Address 6817 MAIN STREET, STOUFFVILLE, ONTARIO fronting on the North side of MAIN STREET in the TOWN OF WHITCHURCH STOUFFVILLE and having a frontage of 66.155 more or less by a depth of 155 more or less and legally described as LOT 25 PLAN 51 TOWN OF WHITCHURCH STOUFFVILLE (the "property").

PURCHASE PRICE Two Hundred Forty Thousand Dollars (CDN) 240,000.00 payable

Buyer refunds Upon Acceptance (provided and deposited herein) Dollars (CDN) 5,000.00

Five Thousand Dollars (CDN) 5,000.00 to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. In the event of a dispute between the parties, the Deposit Holder is authorized to deal with the deposit in accordance with the decision of the dispute resolution committee of the Toronto Real Estate Board, or in accordance with a court order or a written agreement between the parties. If the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement, the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. EXISTING CHATTELS INCLUDED: All chattels currently located on the property belonging to the Seller.

2. FIXTURES EXCLUDED:

3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: Hot Water Tank (if rental).

4. IRREVOCABILITY: This Offer shall be irrevocable by Seller (Buyer) until 8:00 p.m. on the 5th day of June, 2006, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

5. COMPLETION DATE: This Agreement shall be completed no later than 6:00 p.m. on the 7th day of July, 2006. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

6. NOTICE: Buyer hereby appoints the Listing Brokerage as Agent for the purpose of giving and receiving notice pursuant to this Agreement. Only if the Co-operating Brokerage is a registered Real Estate Brokerage, the Buyer hereby appoints the Co-operating Brokerage as Agent for the purpose of giving and receiving notice pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered or transmitted by fax machine or other electronic means of transmission, if sent to the addresses or fax numbers set out herein, or when mailed by prepaid ordinary mail, or where a facsimile or other electronic means of transmission is used, when transmitted electronically to the recipient's number.

Fax No. ..... Fax No. .....

7. HST: If the transaction is subject to GST, then such GST will be included in the Purchase Price. (If this transaction is not subject to GST, Seller agrees to certify in writing, on or before closing, that the transaction is not subject to G.S.T.)

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 20th day of July, 2006 (Requisition Date) to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that the present use of the property (Single Family Residence) may be lawfully continued and that the principal building may be insured against risk of fire.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

Form 100 Revised

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Century 21 Royal Windsor Realty Inc. eXpertFORM by Transaction Systems Corp. www.transyscorp.com

[illegible]

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered encumbrances, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and except for (a) any registered restrictions or covenants that run with the land pertaining thereto such as are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or a sufficient sum has been posted to secure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility in any minor amounts for the repair of domestic utility or municipal services to the property or adjacent properties; and (c) any easements for the supply of domestic utility or municipal services to the property or adjacent properties, and (d) any easements for sewers, water or drainage purposes, zoning bylaws, telephone, hydro, cable television lines or phone services which do not materially affect the present use of the property. If within the specified time referred to in paragraph 8 any valid objection to title or to any outstanding mortgage or other encumbrance, or to the fact the last permitted use may not lawfully be continued, or that the intended use may not be lawful, except that of (a) a mortgage in favour of Seller and which Seller is willing to vacate or vacating to maintain, delivery or which is insured (assuming that such title insurance does not state against title and (b) in favour of the Buyer and any mortgagee, with of funds equal to the amount of the balance due under the Agreement of Purchase and Sale of the Property, in respect of that objection, shall be in full and final satisfaction of the Buyer's requirements in relation to that objection, Buyer shall not be liable for any costs or damages, save as to any valid objection so made by such day and save as to any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retains a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will be conducted at the offices of the lawyer for the registration of the transferred land and any other documents intended to be registered in connection with the completion of such transaction) and (b) be subject to escrow closing arrangements whereby the Requisite Deliveries will be received to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such workings of the Requisite Deliveries will occur in the appropriate Land Titles Office or such other location acceptable to both lawyers.

12. **DOCUMENTS AND DISCLOSURE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any deed or survey of the property which Seller's control to Buyer at his own expense and prior to the transfer date. If a mortgage of a Chattel/Mortgage hold by a corporation incorporated pursuant to the Trust And Loan Corporation Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not registered on a registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on the earliest reasonable date thereafter, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a mortgage statement is waived by the Buyer, Seller's lawyer's undertaking to be bound by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. Buyer acknowledges having the opportunity to include a requirement for a property inspection period in this Agreement and agrees that except as may be otherwise provided for in this Agreement, Buyer and Seller are satisfied as to property inspections or property inspection reports regarding the property.

14. **TENDERING:** All buildings on the property and all other things being purchased shall be and remain until completion, at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, pertaining thereto in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No warranty shall be implied as to quality. If Seller is taking back a Chattel/Mortgage, or Buyer is assuming a Chattel/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest, as is applicable.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller undertakes to prepare diligently at his expense to obtain any consents required by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller of the balance of the Purchase Price. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the covenants contemplated by Section 307(1) of the Planning Act, R.S.O. 1990.

17. **DOCUMENTS:** Buyer shall be entitled forward the Purchase Price with the covenant, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of the exemption to Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not raise such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and assessment rates or levies, utility charges and unmetered rental fees, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day of the completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

22. **[illegible]:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the closing hereof of this transaction, and if the foregoing is untrue in fact or is untrue any material, this warranty shall only apply to that part of the building which is the subject of this representation.

23. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be reviewed in connection with this transaction.

24. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provisions to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressly herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

DATE June 25/06

DATE 6/1/06

(INFORMATION ON BROKERAGE)

Listing Brokerage: Century 21 Royal Windsor Realty Inc.
Phone (416) 798-7800 Fax (416) 798-7800
Co-operating Brokerage: CENTURY 21 ROYAL WINDSOR REALTY
Phone (416) 798-7800 Fax

DATE 06/01/06

Address for Service: C/O BENNETT JONES LLP P.O BOX
Toronto, Ontario Phone M5X 1A6
Buyer's Lawyer: PAUL MOATTEMURY

OREA Ontario Real Estate Association

Ontario Real Estate Association
CONFIRMATION OF CO-OPERATION AND REPRESENTATION

Toronto Real Estate Board

(a) Buyer Michael Chilling Receiver for Courtney Simpson

(b) Seller Havon Family Trust

For the transaction on the Property known as: 6217 Main Street Stouffville, Ontario

1. The following information is confirmed by the undersigned Listing Broker, and Co-operating Broker (if applicable). If a Co-operating Broker is involved in the transaction, the brokers agree to co-operate, in consideration of, and on the terms and conditions as set out below.

a) ☐ The Listing Broker represents the interests of the Seller in this transaction and is providing customer service to the Buyer.

b) ☐ **DUAL AGENCY:** The Listing Broker has entered into a Buyer Agency Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, as a Dual Agent in negotiating the terms of this transaction. The Listing Broker must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Broker has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Broker.

However, the Listing Broker shall not disclose:

That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;

That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;

The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;

The price the Buyer should offer or the price the Seller should accept;

And; the Listing Broker shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Broker concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

c) ☑ The Co-operating Broker is a Buyer Broker representing the interests of the Buyer in this transaction. The Co-operating Broker waives any offer of sub-agency with the Listing Broker and/or Seller, and is providing customer service to the Seller. It is further understood and agreed that the Listing Broker will pay the Co-operating Broker

☑ The commission as indicated in the MLS information for the property

or, if not an MLS listing,

☐ a commission of.....

plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Broker, on any trade wherein the Co-operating Broker has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or lease. Said payment of commission will not make the Co-operating Broker either the agent or sub-agent of the Seller or the Listing Broker.

d) ☐ The Co-operating Broker is a Buyer Broker representing the interests of the Buyer in this transaction. The Co-operating Broker waives any offer of sub-agency with the Listing Broker and/or Seller, and is providing customer service to the Seller. It is further understood and agreed that the Co-operating Broker will be receiving payment directly from the buyer in this transaction.

e) ☐ The Co-operating Broker accepts the offer of sub-agency from the Seller and/or Listing broker and represents the interests of the Seller in this transaction while offering the Buyer customer service. It is further understood and agreed that the Listing Broker will pay the Co-operating Broker

☐ The commission as indicated in the MLS information for the property

or, if not an MLS listing

☐ a commission of.....

plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Broker, on any trade wherein the Co-operating Broker has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease.

2. Additional comments and/or disclosures by Listing Broker (See explanation on back of form):

3. Additional comments and/or disclosures by Co-operating Broker (See explanation on back of form):

For the purposes of this Confirmation of Co-operation and Representation, a "Seller" includes a vendor, a landlord, or a prospective vendor or landlord and a "Buyer" includes a purchaser, a tenant, or a prospective purchaser or tenant.

COMMISSION TRUST AGREEMENT: If the above information indicates that a co-operating Broker will receive commission other than directly from the Buyer, then the agreement between Listing Broker and Co-operating Broker further includes a Commission Trust Agreement, the consideration for which is the Co-operating Broker procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS rules and regulations pertaining to commission trusts of the Listing Broker's local real estate board, if the local board's MLS rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in paragraphs 1 c) or d) above. The Listing Broker hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Broker under the terms of the applicable MLS rules and regulations.

Century 21 Royal Windsor Realty Inc
(Name of Co-operating Broker)

7777 Keele Street, #208 Concord, Ontario L4K 1Y7
(Address of Co-operating Broker)

(Signed on behalf of Co-operating Broker) June 4/06

Sutton Group Town & Country
(Name of Listing Broker)

6209 MAIN ST. STOUFFVILLE L4A 4H8
(Address of Listing Broker)

(Signed on behalf of Listing Broker) Date:.....

ACKNOWLEDGMENT

I have received, read, and understand the above information.

(Signature of Buyer) Date: June 4/06

(Signature of Buyer) Date:.....

(Signature of Seller) Date:.....

(Signature of Seller) Date:.....

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 June 9, 2006)

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Solicitors for the receiver