

**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
(9:30 a.m. Motion Returnable March 9, 2007)

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Solicitors for the receiver

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and Courtney Wallis Simpson
c.o.b. as York Management Group,
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AND TO: Beard Winter LLP
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**ONTARIO
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(COMMERCIAL LIST)**

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REALTY INC., WALLIS, SIMPSON & ASSOCIATES,
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TAB 1

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*

**NOTICE OF MOTION
(Motion Returnable March 9, 2007)**

The court appointed receiver will make a motion on March 9, 2007 at 9:30 a.m. to a judge presiding over the Commercial List at 330 University Avenue in Toronto or as soon after that time as a motion can be heard.

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

THE MOTION IS FOR:

1. An order approving the receiver's recommendations that the Ajay Pahwa mortgage matters be settled on the following terms:

- (a) Payment by Ajay Pahwa ("Pahwa") to the Simpson receivership estate of certified funds in the amount of \$70,000;
- (b) Pahwa shall waive any entitlement that he may have to funds in the amount of \$336,080 plus interest accrued thereon currently held in a separate interest bearing account by the Receiver. These funds are held in respect of Pahwa's claim to mortgage proceeds from the sale of the defendant's, Courtney Wallis Simpson, properties and will now become part of the receivership estate in Ontario Superior Court of Justice Commercial List court file no. 05-CL-6159;
- (c) Pahwa shall provide an affidavit setting out all of the funds that he advanced to Courtney Wallis Simpson ("Simpson") and all of the funds that he received from Simpson;
- (d) Pahwa and the Receiver shall exchange mutually agreeable Mutual Releases; and
- (e) The settlement funds referred to in paragraphs 1 and 2 above shall be held in escrow by the Receiver's counsel pending completion of the obligations described in paragraphs 3 and 4 above.

2. 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.

3. Leave of the court to bring this motion, if necessary.

4. 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"), was a broker under the *Real Estate and Business Brokers Act* and the principal broker and controlling mind of the defendant, York Region Realty Inc. ("York Realty") and also of the other defendant entities.
2. 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.
3. 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.
4. 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.

The Pahwa Mortgages

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

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

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

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

PIN 03710-0193/0194, PT LTS 49 & 50, PL 70 Stouffville PT 2 65R256J4 (14 Stouffer Street); and

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

1038 Kawagama Lake Road, Dorset, ON, Con 13, PT LT 1 RP19R3154, Parts 1, 6, 7.

The underlying debt provided as consideration for the mortgages is not identified on the mortgage documents.

6. Pahwa's counsel served Simpson with a Notice of Sale Under Mortgage in respect of the 6072 Main Street property on November 10, 2005 advising that unless the sum of \$210,000 was paid on or before December 22, 2005, the property would be sold.

7. The Receiver's counsel wrote to Pahwa's counsel and advised that the terms of the Initial Order precluded such foreclosure proceedings and noted that the Receiver would be seeking the direction of the court regarding the disposition of Simpson's assets.

8. The Receiver recommended to the court in his second report that rather than pay out the face value of Pahwa's mortgages, the validity of the mortgages should be challenged, that any action purported to be taken upon such mortgages be opposed, that no proceeds from any sale shall be paid to Pahwa pursuant to any such mortgages and that any such funds that Pahwa claimed were to be held in the Receiver's bank account pending further order of the court.

9. Pursuant to the orders of Justice Cumming dated January 20, 2006 and Justice Mesbur dated March 9, 2006, the sum sought by Pahwa in respect of the mortgages he registered on the title of several of Simpson's properties, \$336,080, was paid into a separate interest bearing account from the proceeds of the sale of two of Simpson's properties, 14 Stouffer Street, Stouffville and 6072 Main Street, Stouffville. Pahwa cooperated with the Receiver by providing his consent to discharge the mortgages, thereby allowing the Receiver to close the sales of those encumbered Simpson properties.

10. The Receiver's counsel has reviewed the defendants' banking records received to date and determined the following:

- (a) Total amount advanced by Pahwa to the defendants - \$1,165,000; and
- (b) Total amount paid by the defendants to Pahwa - \$1,379,500.

11. The Receiver's counsel and Pahwa's counsel have engaged in several without prejudice settlement discussions in an effort to resolve the mortgages issues without further court intervention. The Receiver and Pahwa, subject to the Court's approval, have agreed to resolve the issues between Pahwa and the receivership estate. The proposed settlement agreement will result in funds in the total amount of \$406,080 accruing to the receivership estate.

Further Grounds

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

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

1. The Eighth Receiver's Report; and
2. Such other material as counsel may advise and this Honourable Court may permit.

DATE: March 2, 2007

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York Group
[address removed at Ms. Simpson's request]

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Udayan Pandya
Plaintiff

v.

Courtney Wallis Simpson et al.
Defendants

Court File No.: 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

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

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable March 9, 2007)

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LSUC Reg. No. 37030L/43529J

Solicitors for the receiver

TAB 2

Court File No. 05-CL-6159

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

BETWEEN:

UDAYAN PANDYA

Plaintiff

-and-

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

Defendants

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

EIGHTH RECEIVER'S REPORT

Introduction

1. The purpose of this report is to provide the Court with a factual basis upon which the Court may provide direction and grant certain relief recommended by the Receiver. This report is limited to the Receiver's recommendations with respect to settlement of the matters between Ajay Pahwa ("Pahwa") and the receivership estate.

Background

2. 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

3. 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"). Attached hereto and marked as **Exhibit A** is a copy of the Initial Order.

4. 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. Attached hereto and marked as **Exhibit "B"** is a copy of the Procedural Order.

The Pahwa Mortgages

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

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

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

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

PIN 03710-0193/0194, PT LTS 49 & 50, PL 70 Stouffville PT 2 65R256J4 (14 Stouffer Street); and

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

1038 Kawagama Lake Road, Dorset, ON, Con 13, PT LT 1 RP19R3154, Parts 1, 6, 7.

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

6. The underlying debt provided as consideration for the mortgages is not identified on the mortgage documents. Simpson advised the Receiver's counsel that she did not put the promissory notes on title because she did not have sufficient time to do so. Nevertheless, she assured the Receiver that the amount on title by virtue of the mortgages was related to promissory notes executed by her in favour of Pahwa.

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

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

9. In the Receiver's second report, the Receiver recommended to the court that rather than pay out the face value of Pahwa's mortgages, the validity of the mortgages be challenged, that any action purported to be taken upon such mortgages be opposed, that no proceeds from any sale shall be paid to Pahwa pursuant to any such mortgages and that any such funds that Pahwa claimed were to be held in the Receiver's bank account pending further order of the court.

10. Pursuant to the orders of Justice Cumming dated January 20, 2006 and Justice Mesbur dated March 9, 2006, the sum sought by Pahwa in respect of the mortgages he registered on the title of several of Simpson's properties, \$336,080, was paid into a separate interest bearing account from the proceeds of the sale of two of Simpson's properties, 14 Stouffer Street, Stouffville and 6072 Main Street, Stouffville. Pahwa cooperated with the Receiver by providing his consent to discharge the mortgages, thereby allowing the Receiver to close the sales of those

encumbered Simpson properties. Attached hereto and marked collectively as **Exhibit "F"** are copies of the above-noted orders.

11. The Receiver's counsel has reviewed the defendants' banking records received to date and determined the following:

- (a) Total amount advanced by Pahwa to the defendants - \$1,165,000; and
- (b) Total amount paid by the defendants to Pahwa - \$1,379,500.

Attached hereto and marked as **Exhibit "G"** is a copy of the chronology of the Pahwa mortgages and payments prepared by the Receiver's counsel.

12. The Receiver's counsel and Pahwa's counsel have engaged in several without prejudice settlement discussions in an effort to resolve the mortgages issues without further court intervention. The Receiver and Pahwa, subject to the Court's approval, have agreed to resolve the issues between Pahwa and the receivership estate. The proposed settlement agreement will result in funds in the total amount of \$406,080 accruing to the receivership estate.

The Receiver's Recommendations

13. The Receiver recommends that the Court approve the resolution of the Pahwa mortgages and overpayment issues as follows:

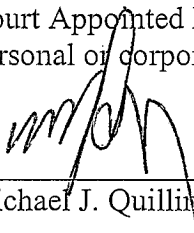
- (a) Payment by Ajay Pahwa to the Simpson receivership estate of certified funds in the amount of \$70,000;
- (b) Ajay Pahwa shall waive any entitlement he may have to the funds in the amount of \$336,080 currently held in a separate interest bearing account by the Receiver. These funds were held in respect of Pahwa's claim to mortgage proceeds from the

sale of Simpson's properties. These funds will now become part of the receivership estate;

- (c) Ajay Pahwa shall provide a sworn affidavit confirming all of the funds that he advanced to Simpson and as to all of the funds that he received from Simpson; and
- (d) Ajay Pahwa and the Receiver shall exchange mutually agreeable Mutual Releases conditional upon receipt of a sworn affidavit satisfactory to the Receiver's counsel as described at subparagraph (c) above.

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"

**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.

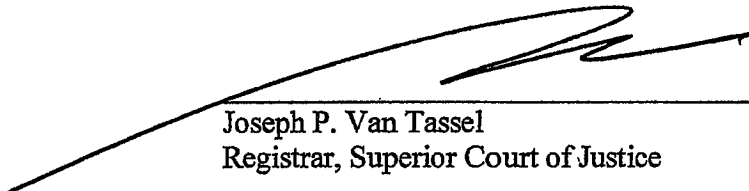
25. **THIS COURT ORDERS** that the plaintiff's costs of this motion shall be allowed in the same manner as the Receiver's fees and disbursements and shall be paid out by the Receiver as a second charge on any assets recovered in the receivership.

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

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

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

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



Joseph P. Van Tassel
Registrar, Superior Court of Justice

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

NOV 17 2005

PER/PAR:

NB

Schedule "A"

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

Schedule "B"

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

Legal Description:

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

2. PIN 03715-0004
Whitechurch, Ontario

Legal DescriptionL

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

3. 1038 Kawagama Lake Road
Dorset, Ontario

Legal Description:

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

4. PIN 03710-0193/0194
Stouffville, Ontario

Legal Description:

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

Schedule "C"

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

Udayan Pandya
Plaintiff

v.

Courtney Wallis Simpson et al.
Defendants

Court File No.: 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

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

Proceeding commenced at Toronto

ORDER

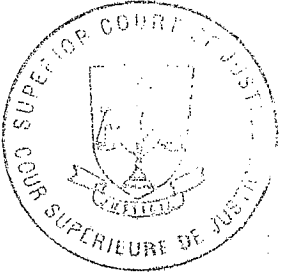
BENNETT JONES LLP
Barristers and Solicitors
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

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"

Court File No. 05-CL-6159



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

THE HONOURABLE *MR*
JUSTICE *FARLEY*

) THURSDAY, THE 15TH DAY OF
)
) DECEMBER, 2005

BETWEEN:

UDAYAN PANDYA

Plaintiff

- and -

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

Defendants

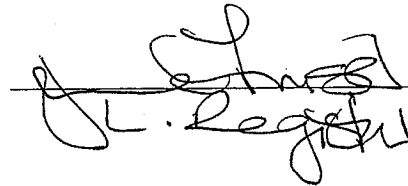
In the Matter of the *Class Proceedings Act, 1992*

ORDER

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

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

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


J. L. Regan

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

DEC 20 2005

PER/PAR:

NB

Court File No.: 05-CL-6159

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

BETWEEN:

UDAYAN PANDYA

Plaintiff

- and -

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

Defendants

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

AMENDED STATEMENT OF CLAIM

TO THE DEFENDANTS

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

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

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

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

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

Date: November 15, 2005

Issued by "Local Registrar"
Local registrar

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

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

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

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

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

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

CLAIM

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

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

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

The Parties

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

The Fraudulent Scheme

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

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

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

6. In particular Simpson represented to the plaintiff and to other class members that:
- (a) She was the broker or agent with the authority to negotiate the purchase and sale of various commercial properties;
 - (b) Their deposit funds would be held in trust by York Realty pending completion or termination of the Agreements of Purchase and Sale;
 - (c) She acted on the authority of the various vendors involved in the Agreements of Purchase and Sale;

- (d) She was in the process of obtaining the documents necessary to complete the commercial real estate transactions; and
- (e) She could return their deposit funds or had already sent them a cheque in the amount of their deposit funds.

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

Breach of Fiduciary Duty

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

Appointment of a Receiver

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

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

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

Constructive Trust

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

This Action Survives Bankruptcy

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

Punitive Damages

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

Joint and Several Liability

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

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

Date of Issue: November 15, 2005

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

Jim Patterson / Lincoln Caylor /
M. Joanne MacMillan
Tel: (416) 777-6250 / 6121 / 4629
Fax: (416) 863-1716
LSUC No. 28199C / 37030L / 43529J

Solicitors for the plaintiff

Schedule "A"

587 Cam Fella Boulevard
Stouffville, Ontario
L4A 7H3

PIN 03715-0004
Whitchurch, Ontario

1038 Kawagama Lake Road
Dorsett, Ontario

PIN 03710-0193/0194
Stouffville, Ontario

Schedule "B"

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

Udayan Pandya
Plaintiff

v.

Courtney Wallis Simpson *et al.*
Defendants

Court File No.: 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(Simplified Procedure)

Proceeding commenced at Toronto

AMENDED STATEMENT OF CLAIM

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

Jim Patterson / M. Joanne MacMillan
Tel: (416) 777-6250 / 4629
Fax: (416) 863-1716
LSUC Reg. No. 28199C/43529J

Solicitors for the defendants

Udayan Pandya
Plaintiff

v.

Courtney Wallis Simpson et al.
Defendants

Court File No.: 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

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

Proceeding commenced at Toronto

ORDER

BENNETT JONES LLP
Barristers and Solicitors
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 "D"

NOTICE OF SALE UNDER MORTGAGE

To: COURTNEY SAMANTHA WALLIS-SIMPSON
6072 Main Street (Whitchurch-Stouffville)
Stouffville, Ontario
L4A 1B8

AND TO all those persons listed in Schedule "A" hereto

TAKE NOTICE that default has been made in payment of the moneys due under a certain Charge/ Mortgage of Land dated the 8th day of March, 2005 and the 28th day of June, 2005 made between

AJAY PAHWA

as Chargor

- and -

COURTNEY SAMANTHA WALLIS-SIMPSON

as Chargee

upon the following property, namely:

Part Lots 49 and 50, Plan 70 Stouffville, Part 2, 65R25634; Whitchurch-Stouffville, Town of Whitchurch-Stouffville, Regional Municipality of York, Land Title Office No. (65)
PIN 03710-0193 (LT)

The Charge/Mortgage of Land ("the mortgage") was registered the 10th day of February, 2005 in the Land Registry Office for the Land Titles Division of York Region (No. 65) Newmarket as Instrument No. YR598943.

The Charge/Mortgage is pursuant to demand which was made on the 27th day of May, 2005.

AND I hereby give you notice that the amount now due on the mortgage for principal money, interest, and costs respectively, are as follows:

mortgage principal balance after credit for principal payments received	\$ 210,000.00
for costs (including 7% GST)	<u>2,675.00</u>
Total due November 10, 2005	<u>\$212,675.00</u>

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper).

Notice of Sale Under Mortgage


2

AND unless the said sums are paid on or before the 22nd day of December, 2005, I shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated at Toronto, Ontario this 10th day of November, 2005.

Name of secured party:
AJAY PAHWA
by its solicitors **Beard Winter**
LLP

Per: 
Richard H. Parker, Q.C.

File no. 94221-002

BEARD WINTER LLP
Barristers and Solicitors,
130 Adelaide Street West,
Suite 701,
Toronto, Ontario
M5H 2K4
(416) 593-5555 (telephone)
(416) **306-1775** (direct telephone)
(416) 593-7760 (facsimile)

SCHEDULE "A"

To:

COURTNEY SAMANTHA WALLIS-
SIMPSON
6072 Main Street
Stouffville, Ontario
L4A 1B8

COURTNEY SAMANTHA WALLIS-SIMPSON
587 Cam Fella Boulevard
Stouffville, Ontario
L4A 7H3

Spouse or same-sex partner of
COURTNEY SAMANTHA WALLIS-
SIMPSON
6072 Main Street
Stouffville, Ontario
L4A 1B8

Spouse or same-sex partner of
COURTNEY SAMANTHA WALLIS-SIMPSON
587 Cam Fella Boulevard
Stouffville, Ontario
L4A 7H3

COURTNEY SAMANTHA WALLIS-
SIMPSON
c/o York Management Group
1-28 Sandiford Drive
Stouffville, Ontario
L4A 7X5

COURTNEY SAMANTHA WALLIS-SIMPSON
589 Cam Fella Boulevard
Stouffville, Ontario
L4A 7H3

Spouse or same-sex partner of
COURTNEY SAMANTHA WALLIS-
SIMPSON
1 – 28 Sandiford Drive
Stouffville, Ontario
L4A 7X5

Spouse or same-sex partner of
COURTNEY SAMANTHA WALLIS-SIMPSON
589 Cam Fella Boulevard
Stouffville, Ontario
L4A 7H3

EXHIBIT "C"



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

03715-0004 (LT)

PAGE 1 OF 2
PREPARED FOR KEN11234
ON 2005/12/16 AT 16:35:11

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

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

6072 MAIN STREET

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 03715-0149

PIN CREATION DATE:
1999/12/17

OWNERS' NAMES
WALLIS SIMPSON, COURTNEY SAMANTHA

CAPACITY SHARE
BENO

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

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



MINISTRY OF
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

03715-0004 (LF)

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2629	2001/12/05	APL OF SURV-LAND		*** COMPLETELY DELETED *** YOUNG, JEROME IGNATIUS (DECEASED)	YOUNG, ROSE MARIE	
YR608264	2005/03/07	TRANSFER	\$579,900	YOUNG, ROSE MARIE	WALLIS SIMPSON, COURTNEY SAMANTHA	C
YR608265	2005/03/07	CHARGE		*** COMPLETELY DELETED *** WALLIS SIMPSON, COURTNEY SAMANTHA	BERINZON, MARIAN	
YR608874	2005/03/08	CHARGE	\$220,000	WALLIS SIMPSON, COURTNEY SAMANTHA	PAHWA, AJAY	C
YR642539	2005/05/26	DISCH OF CHARGE		*** COMPLETELY DELETED ***	BERINZON, MARIAN	
YR658779	2005/06/28	NOTICE		PAHWA, AJAY	WALLIS SIMPSON, COURTNEY SAMANTHA	C
YR695333	2005/09/01	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT SITE ZONING REGULATIONS (SOR/10000-636)		C
YR731760	2005/11/15	NOTICE		WRIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		C
YR733817	2005/11/17	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C

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

LRO # 65 Charge/Mortgage

Registered as YR608874 on 2005 03 08 at 13:30
yyyy mm dd Page 1 of 2

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

Properties

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

Chargor(s)

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

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

I am at least 18 years of age.

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

Chargee(s)

Capacity

Share

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

Provisions

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

Additional Provisions

THIS CHARGE IS FULLY OPEN.

Signed By

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

Submitted By

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

LRO # 65 Charge/Mortgage
The applicant(s) hereby applies to the Land Registrar.

Registered as YR608874 on 2005 03 08 at 13:30
yyyy mm dd Page 2 of 2

000210

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

Properties

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

Consideration

Consideration \$0.00

Applicant(s)

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

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

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

Party To(s)

Capacity

Share

Name WALLIS SIMPSON, COURTNEY SAMANTHA **Capacity:** N/A
Address for Service 6072 MAIN STREET
STOUFFVILLE, ONTARIO

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

Statements

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

Schedule: 1, AJAY PAHWA, HAVING AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY IN THE CHARGE REGISTERED ON MARCH 8, 2005 AS YR 608874, IN THE NAME OF COURTNEY SAMANTHA WALLIS SIMPSON, IN RESPECT OF THE LAND IN PIN 03715-0004 AND HEREBY APPLIES UNDER SECTION 71 OF THE LAND TITLES ACT FOR THE ENTRY OF A NOTICE OF AGREEMENT AMENDING CHARGE AS FOLLOWS: THE PRINCIPAL AMOUNT IS AMENDED TO \$440,000.00.

This document relates to registration no.(s)YR608874

Signed By

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

Submitted By

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

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65
03710-0193 (LTF)

PAGE 1 OF 2
PREPARED FOR Kent1234
ON 2005/12/16 AT 16:35:51

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

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

STOUTER STREET

PROPERTY REMARKS:
CONSENT TO SEVERANCE IN YR303549

RECENTLY:
DIVISION FROM 03710-0086

BIN CREATION DATE:
2003/06/03

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

CAPACITY SHARE
BENO

OWNERS' NAMES
WALLIS- SIMPSON, COURTNEY SAMANTHA

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/06/03 **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT			PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE			LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE			REGISTRY ACT APPLIES.		
**DATE OF	CONVERSION TO					
**	LAND TITLES: 1999/12/20 **					
NOTE:	THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY					
65R25634	2003/01/14	PLAN REFERENCE				C
YR303291	2003/05/22	NOTICE		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE		C
YR303682	2003/05/22	TRANSFER		*** COMPLETELY DELETED *** WALMSLEY, ROBERT	WALMSLEY, GISELA	C
YR347782	2003/08/26	BYLAW DEEM PIMP		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE		C
YR375271	2003/10/17	TRANSFER	\$200,000	WALMSLEY, GISELA	WALLIS- SIMPSON, COURTNEY SAMANTHA	C
REMARKS:	PLANNING ACT STATEMENTS					
YR386900	2003/11/10	CHARGE		*** COMPLETELY DELETED *** WALLIS- SIMPSON, COURTNEY SAMANTHA WALLIS SIMPSON, COURTNEY SAMANTHA	HSBC BANK CANADA	C
YR422990	2004/01/30	CHARGE		*** COMPLETELY DELETED *** WALLIS- SIMPSON, COURTNEY SAMANTHA	SNAPER, BARRY	C

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



MINISTRY OF
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

03710-0193 (LT)

PAGE 2 OF 2
PREPARED FOR Kent-1234
ON 2005/12/16 AT 16:35:51

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR598914	2005/02/10 REMARKS: RE: YR422990	DISCH OF CHARGE		*** COMPLETELY DELETED ***	SNAPER, BARRY	C
YR598943	2005/02/10	CHARGE	\$210,000	WALLIS- SIMPSON, COURTNEY SAMANTHA	PAHWA, AJAY	C
YR623690	2005/04/14 REMARKS: RE: YR386900	DISCH OF CHARGE		*** COMPLETELY DELETED ***	HSBC BANK CANADA	C
YR695317	2005/09/01 REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/1000-636)	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
YR731762	2005/11/15	NOTICE		WRIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		C
YR733817	2005/11/17 REMARKS: RESTRAINING ORDER	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C

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

Properties

PIN 03710 - 0193 LT *Estate/Qualifier* Fee Simple Lt Conversion Qualified
Description PT LTS 49 & 50, PL 70 STOUFFVILLE, PT 2, 65R25634; WHITCHURCH-STOUFFVILLE;
Address WHITCHURCH-STOUFFVILLE

PIN 03710 - 0194 LT *Estate/Qualifier* Fee Simple Lt Conversion Qualified
Description PT LTS 49 & 50, PL 70 STOUFFVILLE, PT 3, 65R25634; WHITCHURCH-STOUFFVILLE;
Address WHITCHURCH-STOUFFVILLE

Chargor(s)

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

Name WALLIS- SIMPSON, COURTNEY SAMANTHA
Address for Service 589 CAM FELLA BLVD.,
STOUFFVILLE, ONTARIO
L0H 1L0

I am at least 18 years of age.

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

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

Chargee(s)

Capacity

Share

Name PAHWA, AJAY
Address for Service 76 GLENAYR RD.,
RICHMOND HILL, ONTARIO
L4B 2V5

Provisions

Principal \$210,000.00 *Currency* CDN
Calculation Period
Balance Due Date DUE ON DEMAND
Interest Rate
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Signed By

Edward Andrew Groves 103 Devondale Street acting for Chargor(s) Signed 2005 02 10
Courtice L1E 1Z9

Tel 9054400136
Fax 9056663750

Submitted By

ON LINE TITLES INC. 103 Devondale Street 2005 02 10
Courtice L1E 1Z9

Tel 9054400136
Fax 9056663750

LRO # 65 Charge/Mortgage

Registered as YR598943 on 2005 02 10 at 15:53

000215⁵⁶

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

yyyy mm dd Page 2 of 2

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

LAND
REGISTRY
OFFICE #65

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

03710-0194 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
PAGE 1 OF 2
PREPARED FOR KENT1234
ON 2005/12/16 AT 16:36:33

STUFFER STREET

PROPERTY DESCRIPTION: PT LNS 49 & 50, PL 70 STOUFEVILLE, PT 3, 65R25634, WHITCHURCH-STOUFEVILLE;
PROPERTY REMARKS:
ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED
OWNERS' NAMES
WALLIS-SIMPSON, COURTNEY SAMANTHA
REGENTIA:
DIVISION FROM 03710-0086
CAPACITY SHARE
HMNO

PIN CREATION DATE:
2003/06/03

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/06/03 **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO		LAND TITLES: 1999/12/20 **				
NOTE: THE		NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY				
65R25634	2003/01/14	PLAN REFERENCE		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFEVILLE		C
YR303291	2003/05/22	NOTICE		*** COMPLETELY DELETED *** NEWMARSH, STANLEY		C
YR303550	2003/05/22	TRANSFER		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFEVILLE	WALMSLEY, GISELA	C
		REMARKS: PLANNING ACT STATEMENTS				
YR347782	2003/08/26	BYLAW DEEM PLAN				C
YR375271	2003/10/17	TRANSFER	\$300,000	WALMSLEY, GISELA	WALLIS-SIMPSON, COURTNEY SAMANTHA	C
		REMARKS: PLANNING ACT STATEMENTS				
YR386900	2003/11/10	CHARGE		*** COMPLETELY DELETED *** WALLIS-SIMPSON, COURTNEY SAMANTHA	HSBC BANK CANADA	C
YR422990	2004/01/30	CHARGE		*** COMPLETELY DELETED ***		

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



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

LAND
REGISTER
OFFICE #65

03710-0194 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PAGE 2 OF 2
PREPARED FOR KentL234
ON 2005/12/16 AT 16:36:33

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHRT/ CHRD
YR598914	2005/02/10	DISCH OF CHARGE		VALIIS- SIMPSON, COURTNEY SAMANTHA *** COMPLETELY DELETED ***	SNAPER, BARRY	
	REMARKS: RE: YR422990				SNAPER, BARRY	
YR598943	2005/02/10	CHARGE	\$210,000	VALIIS- SIMPSON, COURTNEY SAMANTHA	PAHWA, AJAY	C
YR623690	2005/04/14	DISCH OF CHARGE		*** COMPLETELY DELETED ***	HSBC BANK CANADA	
	REMARKS: RE: YR386900					
YR695317	2005/09/01	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
	REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10070-636)					
YR731763	2005/11/15	NOTICE		WRIGHT, TOM AS DIRECTOR UNDER THE REAL ESTATE AND BUSINESS BROKERS ACT		C
YR733817	2005/11/17	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	QUILLING, MICHAEL J.	C
	REMARKS: RESTRAINING ORDER					

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

LANDS FIRSTLY
9 KAWASGAMA LAKE ROAD
DORSET, ONTARIO

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Répertoire par lot

Ontario Lot 1 Plan / Concession 13 Page 36
SHERBORNE

Registration Number Numéro d'enregistrement	Instrument Type Type d'acte	Registration Date Date d'enregistrement AAAA MM JJ	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds / Observations
	DEPOSIT	2002 05 30	see DEPOSIT No. 240056			Re: 42492 (Proof of Death for GRAHAM, Joseph)
240057	TRANSFER	2002 05 30	GRAHAM, Mary	GRAHAM, Mary GRAHAM, Allan Robert/JT	2.00	As in 42492, Save and Except Part 1B, RD-56
	DEPOSIT	2002 05 31	see DEPOSIT No. 240085			Re: 111475, 124406
240086	TRANSFER (OC)	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	REIDT, Lyle W. REIDT, Mary Helen /JT	nil	Firstly: Part 2, 19R-3154.
240087	TRANSFER (OC)	2002 05 31	REIDT, Lyle W. REIDT, Mary Helen	WALKER, John Sidney WALKER, Beryle Olive /JT	nil	Part 1, 19R-3154
240088	TRANSFER	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	SIMPSON, Courtney Wallis - see photo	257,911.57	Firstly: Parts 1,7, 19R-3154 Planning Act Statements
240089	CHARGE	2002 05 31	SIMPSON, Courtney Wallis	THE ROYAL BANK OF CANADA - see photo	238,380.00	Firstly: Parts 1,7, 19R-3154
	DEPOSIT	2002 10 31	see DEPOSIT No. 243224			Re: 161157
243226	TRANSFER	2002 10 31	ANNIS, Anna May	FLYNN, Richard John FLYNN, Nancy Elizabeth /JT	254,000.00	Firstly - Part 9, 19R-4768 Planning Act Statements
243227	CHARGE	2002 10 31	FLYNN, Richard John FLYNN, Nancy Elizabeth	CIBC MORTGAGES INC., trading as Firstline Mortgages	190,500.00	Firstly - Part 9, 19R-4768
243268	TRANSFER	2002 11 01	BALLESTRIN, Gino	TIEMAN, Andre TIEMAN, Jane Frances /JT	89,000.00	Firstly - As in 140402 Secondly - Part 3, 19R-4214
243269	CHARGE	2002 11 01	TIEMAN, Andre TIEMAN, Jane Frances	THE TORONTO-DOMINION BANK	66,750.00	Firstly - As in 149402 Secondly - Part 3, 19R-4214

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Répertoire par lot

Ontario SHERBORNE TOWNSHIP Lot 13 Plan/Concession Page 37

Registration Number Numéro d'enregistrement	Instrument Type Type d'acte	Registration Date Date d'enregistrement YYYY MM JJ	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds / Observations
	DEPOSIT	2002 11 21	see DEPOSIT No. 243595			Re: 243223
	DEPOSIT	2003 01 14	see DEPOSIT No. 244366			Re: 182223 (Proof of Death for BLACKLEY, Roberta, Mary Ann)
244367	TRANSFER	2003 01 14	BLACKLEY, David James	BLACKLEY, David James	nil	As in 182223
247727	CHARGE	2003 07 28	FREBERG, Denma Louise	ROYAL BANK OF CANADA	75,000.00	As in 219707
Discharge by # 259229 2003/02/21						
250228	CHARGE	2003 11 14	SIMPSON, Courtney Mallis	HSBC BANK CANADA	2,400,000.00	Firstly: Parts 1, 7, 198-3154
Discharge by # 259536 2005/03/09 KR						
	DEPOSIT	2004 02 18	see DEPOSIT No. 251830			Re: 243226 (Proof of Death for FLYNN, Richard John Patrick)
251831	TRANSFER	2004 02 18	FLYNN, Nancy Elizabeth	FLYNN, Nancy Elizabeth	2.00	Firstly - Part 9, 198-4768
255275	TRANSFER	2004 08 04	ROSS, Mary-Helen	ROSS, Mary-Helen MCVICAR, Joseph Edwin / JT	nil	As in 222897
255276	CHARGE	2004 08 04	MCVICAR, Joseph Edwin ROSS, Mary-Helen	THE BANK OF NOVA SCOTIA	96,750.00	As in 222897
255970	CHARGE	2004 09 07	RABJOHN, Ross E.	THE BANK OF NOVA SCOTIA	100,000.00	Firstly: Part 1, RD 167 Secondly: Part 2, RD 167
259537	CHARGE	2005 03 09	SIMPSON, Courtney Mallis	PAHWA, Aiaz - see photo	220,000.00	Firstly: Parts 1, 7, 198-3154
262178	CHARGE	2005 07 18	DAVIES, Adrian Gwilym PRATT, George Frank William	THE TORONTO DOMINION BANK	85,000.00	As in 229020, Log with ROW
262543	TRANSFER	2005 08 04	FEATHERSTONE, Juan	MOORE, Julia Claire	150,000.00	ROW (As in 183443)

Continued on Suite à la page 38

FORM 1

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Répertoire par lot

TOWNSHIP SHERBORNE Lot 1 Concession 13 Page 38



Registration Number Numéro d'inscriptions	Instrument Type Type d'acte	Registration Date Date d'enregistrement YYYY MM JJ AAAA MM JJ	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds / Observations
263355	CERTIFICATE	2005 09 12		TOWNSHIP OF ALGONQUIN HIGHLANDS -see photo	9,098.35	Re: Firstly - Parts 1, 7, 19R-3154
263604	TRANSFER	2005 09 23	BLACKLEY, James David BLACKLEY, Heather Lily	BLACKLEY, James David	nil	As in 212285
263605	CHARGE	2005 09 23	BLACKLEY, James David	THE TORONTO-DOMINION BANK	150,000.00	As in 212285
				HUTCHESON/PARRIES-TITLES LIMITED P.O. BOX-1887, BRACEBRIDGE, ONTARIO PIL IV5		
						NOV. 18/05 8:30 AM

Continued on Suite à la page 13

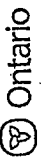
91 KANSAGAWA LAKE ROAD
DORSET, ONTARIO

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Répertoire par lot

ORIGINAL SHORE ROAD ALLOWANCE IFO Lot 1

XPRM / Concession 13



SHERBORNE

LANDS SECONDLY

Registration Number Numéro d'enregistrement	Instrument Type Type d'acte	Registration Date Date d'enregistrement YY MM JJ	Parties from Parties	Parties to Parties	Consideration Contrepartie	Land/Remarks Bien-fonds / Observations
235617	TRANSFER	2001 08 30	DAMM, Henry DAMM, Helen	DAVIES, Derris McLean DAVIES, Frederick Arthur /JT	320,000.00	Secondly - Parts 2,3, 19R-3532 Planning Act Statements
235618	CHARGE	2001 08 30	DAVIES, Derris McLean DAVIES, Frederick Arthur	THE BANK OF NOVA SCOTIA	225,000.00	Secondly - Parts 2,3, 19R-3532
	DEPOSIT	2002 05 31	see DEPOSIT No. 240085			Re: 111475, 124406
240086	TRANSFER (OC)	2002 05 31	WALKER, John Sidney WALKER, Mary Helen	REIDT, Lytle W. REIDT, Mary Helen /JT	nil	Secondly: Part 3, 19R-3154
240088	TRANSFER	2002 05 31	WALKER, John Sidney WALKER, Beryle Olive	SIMPSON, Courtney Mallis -see photo	257,911.57	Secondly: Part 6, 19R-3154 Planning Act Statements
240089	CHARGE	2002 05 31	SIMPSON, Courtney Mallis	THE ROYAL BANK OF CANADA -see photo	238,380.00	Secondly: Part 6, 19R-3154
250228	CHARGE	2003 11 14	SIMPSON, Courtney Mallis	HSBC BANK CANADA	2,400,000.00	Secondly: Part 6, 19R-3154
Discharge by # 251536		2005 03 09				
259537	CHARGE	2005 03 09	SIMPSON, Courtney Mallis	PAHWA, Ajay -see photo	220,000.00	Secondly: Part 6, 19R-3154
262178	CHARGE	2005 07 18	DAVIES, Adrian Gwilym PRATT, George Frank William	THE TORONTO-DOMINION BANK	85,000.00	ROM
263355	CERTIFICATE	2005 09 12		TOWNSHIP OF ALGONQUIN HIGHLANDS -see photo	9,098.35	Re: Secondly - Part 6, 19R-3154
263604	TRANSFER	2005 09 23	BLACKLEY, James David BLACKLEY, Heather Lily	BLACKLEY, James David	nil	As in 212285
263605	CHARGE	2005 09 23	BLACKLEY, James David	THE TORONTO-DOMINION BANK	150,000.00	As in 212285

000221

000222

<p style="text-align: center;">Number 240088 CERTIFICATE OF REGISTRATION MAY 31 2002</p> <p style="text-align: center;">HALLBURTON Charge House MINDEN Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages	(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/>
	(4) Consideration Two hundred fifty seven thousand nine hundred and eleven dollars and twenty five cents Dollar \$ 257,911. ⁵⁷ ₂₅		
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> FIRSTLY: Part of Lot 1, Concession 13, Township of Sherborne, County of Haliburton, designated as Parts 1 & 7, Plan 95R-3154 1 1.3 SECONDLY: Part of the OSRA in front of Lot 1 & Concession said Township of Sherborne, designated as Part 6, Plan 19R-3154, closed by By-law 35, Registered as #12.		
	(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/> (7) Interest/Estate Transferred Fee Simple		
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that We are spouses of one another.			
Name(s) WALKER, John Sidney		Signature(s) <i>John Sidney Walker</i>	Date of Signature Y M D 2002 05 27
Name(s) WALKER, Beryle Olive		Signature(s) <i>Beryle Olive Walker</i>	Date of Signature Y M D 2002 05 27
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction			
(10) Transferor(s) Address for Service 148 Hunters Bay Drive, Huntsville, Ontario P1H 1M9			
(11) Transferee(s) SIMPSON, Courtney Wallis		Date of Birth Y M D 1965 05 20	
(12) Transferee(s) Address for Service General Delivery, Dorset, Ontario P0A 1E0			
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.			
Signature <i>John Sidney Walker</i>		Signature <i>Beryle Olive Walker</i>	
Date of Signature Y M D 2002 05 27		Date of Signature Y M D 2002 05 27	
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.			
Name and Address of Solicitor David R. Currie, Thoms & Currie 6 Main Street West Huntsville, Ontario P1H 2E1		Signature <i>[Signature]</i>	
Date of Signature Y M D 2002 05 27		Date of Signature Y M D 2002 05 27	
(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.			
Name and Address of Solicitor Thomas Pinckard 106 Mair St. EPO Box 5500, Huntsville, Ontario, P1H 2K8		Signature <i>[Signature]</i>	
Date of Signature Y M D 2002 05 30		Date of Signature Y M D 2002 05 30	
(15) Assessment Roll Number of Property		(17) Document Prepared by: David R. Currie Thoms & Currie Barristers & Solicitors 6 Main Street West Huntsville, Ontario P1H 2E1	
City 46	Municipality 21	Map 011	Sub. 000
Par. 04100		21939-02	
(16) Municipal Address of Property 9 Kawagama Lake Road Dorset, Ontario, Ontario P0A 1E0		FOR OFFICE USE ONLY	
Registration Fee 6.00		Land Transfer Tax 2343.67	
Total 2403.67		[Signature]	



Charge/Mortgage of Land

Form 2 -- Land Registration Reform Act

B

64

000223

FOR OFFICE USE ONLY

Number **240089**
CERTIFICATE OF REGISTRATION

MAY 31 2002

HALBURTON Charge Home
NO. 78 MINDEN
Land Registrar

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

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

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

(4) Principal Amount TWO HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED EIGHTY----- Dollars \$ 238,380.00

(5) Description
FIRSTLY: Part Lot 1, Concession 13, designated Parts 1 and 7, Plan 19R-3154, Township of Sherborne County of Haliburton
SECONDLY: Part of the OSRA in front of Lot 1, Concession 13, said Township of Sherborne designated as Part 6, Plan 19R-3154, closed by By-Law 35, Registered as #12

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

(8) Standard Charge Terms --The parties agree to be bound by the provisions in Standard Charge Terms filed as number 20017 and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions (a) Principal Amount \$ 238,380.00 (b) Interest Rate See Box 10 % per annum (c) Calculation Period semi-annually not in advance

(d) Interest Adjustment Date 2002:05:31 (e) Payment Date and Period 30th monthly (f) First Payment Date 2002:06:30

(g) Last Payment Date 2003:05:31 (h) Amount of Each Payment ONE THOUSAND ONE HUNDRED NINETY-THREE AND - 39/100 Dollars \$1,193.39

(i) Balance Due Date 2003:05:31 (j) Insurance FULL REPLACEMENT VALUE Dollars \$

(10) Additional Provisions
The interest rate for this Charge is the Prime Rate Minus 0.500%. This Charge is made in pursuance of the NHA. This Charge is an open, Variable Rate Mortgage and is repayable in blended instalments of principal and interest until the Balance Due Date. Continued on Schedule

(11) Chargor(s) The chargor hereby charges the land to the chargee and certifies that the chargor is at least eighteen years old and that I am a spouse and the person consenting below is my spouse.

The chargor(s) acknowledge(s) receipt of a true copy of this charge.
Name(s) SIMPSON, Courtney Wallis Signature(s) *[Signature]* Date of Signature Y M D 2002 05 30

(12) Spouse(s) of Chargor(s) I hereby consent to this transaction.
Name(s) SIMPSON, Kenneth Wayne Signature(s) *[Signature]* Date of Signature Y M D 2002 05 30

(13) Chargor(s) Address for Service General Delivery, Dorset, Ontario POA 1E0

(14) Chargee(s) THE ROYAL BANK OF CANADA

(15) Chargee(s) Address for Service Personal Service Centre, 180 Wellington Street West, 2nd Floor Toronto, Ontario M5J 1J1

(16) Assessment Roll Number of Property 46 21 011 000 04100

(17) Municipal Address of Property 9 Kawagama Lake Road Dorset, Ontario POA 1E0

(18) Document Prepared by: Thomas C. Pinckard P. O. Box 5500 Huntsville, Ontario P1H 2K8 *Worthern*

Fees	
Registration Fee	6000
Total	6000

FOR OFFICE USE ONLY

259537
CERTIFICATE OF REGISTRATION
 MAR 09 2005
 HALIBURTON Charge Above
 No. 19 MINDEN Land Registrar

Additional: See Schedule

Executions

Additional: See Schedule

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

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

(4) Principal Amount
 TWO HUNDRED TWENTY THOUSAND- Dollars \$ 220,000.00

(5) Description
 FIRSTLY: PART OF LOT 1, CONCESSION 13, DESIGNATED AS PARTS 1 AND 7, PLAN 19R-3154
 SECONDLY: PART OF THE OSRA IN FRONT OF LOT 1, CONCESSION 13, DESIGNATED AS PART 6, PLAN 19R-3154, CLOSED BY BY-LAW 36, REGISTERED AS NO. 12, TOWNSHIP OF SHERBORNE, COUNTY OF HALIBURTON

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

(8) Standard Charge Terms - The parties agree to be bound by the provisions in Standard Charge Terms filed as number 9320 and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions		(b) Interest Rate	(c) Calculation Period
(a) Principal Amount \$ 220,000.00		% per annum	Y M D
(d) Interest Adjustment Date	Y M D	(e) Payment Date and Period	(f) First Payment Date
(g) Last Payment Date		(h) Amount of Each Payment	Dollars \$
(i) Balance Due Date		(j) Insurance FULL INSURABLE VALUE	Dollars \$

(10) Additional Provisions

Continued on Schedule

(11) Chargor(s) The chargor hereby charges the land to the chargee and certifies that the chargor is at least eighteen years old and that I AM A SPOUSE. I AM NOT SEPARATED FROM MY SPOUSE. THE PROPERTY CHARGED IS NOT ORDINARILY OCCUPIED BY ME AND MY SPOUSE AS OUR MATRIMONIAL HOME FAMILY RESIDENCE.

The chargor(s) acknowledge(s) receipt of a true copy of this charge.

Name(s) SIMPSON, Courtney Wallis

Signature(s)

Date of Signature Y M D 2005 03 04

(12) Spouse(s) of Chargor(s) I hereby consent to this transaction.

Name(s)

Signature(s)

Date of Signature Y M D

(13) Chargor(s) Address for Service 587 CAM FELLA BOULEVARD, STOUFFVILLE, ONTARIO, L0H 1L0

(14) Chargee(s) PAIWA, Ajay

(15) Chargee(s) Address for Service 76 GLENAYR ROAD, RICHMOND HILL, ONTARIO, L4B 2V5

(16) Assessment Roll Number of Property	Cty. 40	Mun. 21	Map 011	Sub. 000	Par. 04100	Fees	
(17) Municipal Address of Property	(18) Document Prepared by:					Registration Fee	6000
9 KAWAGAMA LAKE ROAD DORSET, ONTARIO P0A 1E0	Debra J. Sweetman 340 Byron Street South Whitby, Ontario. L1N 4P8						
	Northern					Total	6000

FOR OFFICE USE ONLY

<p style="text-align: center;">263355</p> <p style="text-align: center;">CERTIFICATE OF REGISTRATION</p> <p style="text-align: center;">SEP 12 2005</p> <p style="text-align: center;">14:25 HALIBURTON MINDEN</p> <p style="text-align: center;"><i>Cheryl Howes</i> Land Registrar</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 1 pages KR</p> <p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document Tax Arrears Certificate Municipal Act, 2001</p> <p>(5) Consideration N/A Dollars \$ N/A</p> <p>(6) Description FIRSTLY: Part Lot 1, Concession 13 Geographic Township of Sherborne In the Township of Algonquin Highlands County of Haliburton (No 19) Designated as Parts 1 & 7 on Reference Plan 19R3154 SECONDLY: Part of the OSRA in front of Lot 1, Concession 13 Geographic Township of Sherborne. In the Township of Algonquin Highlands. County of Haliburton (No 19) Designated as Part 6 on Reference Plan 19R3154</p> <p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input type="checkbox"/></p>
---	---

(8) This Document provides as follows:

The person signing in Box 10 hereby verifies that all or part of tax arrears in the amount of \$9,098.35 were owing on the 31st day of December, 2004 and at least part of such amount plus any additional real property taxes and costs are still owing to the municipality or board named in Box 10 and that the land described in this document will be sold by public sale if the cancellation price is not paid within one year following the date of registration of this document.

Notes:

A. The time period for paying the cancellation price may be extended if the municipality or board authorizes an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of the land before the expiry of the one-year period.

B. The cancellation price will be calculated as of the date that the amount of the tax arrears are paid to the municipality or board and will be higher than the amount set out above.

C. If there is no successful purchaser at the public sale, the land, upon registration of a notice of vesting, will vest in the municipality or board.

D. Any inquiries relating to this matter may be directed to the municipality or board named in Box 10 at the address shown in Box 11.

Continued on Schedule

(9) This Document relates to Instrument number(s) N/A

<p>(10) Party(ies) (Set out Status or Interest)</p> <p>Name(s) THE CORPORATION OF THE TOWNSHIP OF ALGONQUIN HIGHLANDS</p> <p>Signature(s) <i>Sheila Griffin</i></p> <p>Date of Signature Y M D 2005 08 31</p>	
<p>Sheila Griffin Treasurer/Tax Collector Treasurer or Authorized Officer or employee of the Municipality or Board I have authority to bind the Corporation</p>	

(11) Address For Service R.R. #2, North Shore Road, Minden, Ontario K0M 2K0

<p>(12) Party(ies) (Set out Status or Interest)</p> <p>Name(s) _____</p> <p>Signature(s) _____</p> <p>Date of Signature Y M D ____/____/____</p>	
N/A	

(13) Address For Service N/A

<p>(14) Municipal Address of Property</p> <p>Not Assigned</p>	<p>(15) Document Prepared by:</p> <p><i>Kapthorn</i></p> <p>Realtax Inc. P.O. Box 95501 350 Davis Drive Newmarket, Ontario L3Y 2N6</p> <p>Roll No. 46 21 011 000 04100 0000 File No. HNAH05-02</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;">60.00</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td>60.00</td> </tr> </table>	Registration Fee	60.00			Total	60.00
Registration Fee	60.00							
Total	60.00							

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

December 1, 2005

Via Facsimile

Richard H. Parker, Q.C.
Beard Winter LLP
Barristers and Solicitors
130 Adelaide Street West
Suite 710
Toronto, ON, M5H 2K4

Dear Sir:

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

We are the solicitors of record for the court appointed receiver and the plaintiff in the above-noted matter. We enclose a copy of Mr. Justice Ground's order dated November 17, 2005 for your information.

On November 29, 2005, during the receiver's examination of the defendant, Courtney Simpson, we were advised that you have initiated foreclosure proceedings with respect to one or more of Ms. Simpson's properties. It is the receiver's position that your client cannot maintain such proceedings given the terms of Justice Ground's order.

We will be seeking the direction of the court next week regarding the disposition of the defendants' assets. We will provide you with the notice of motion.

Yours truly,



BENNETT JONES LLP

MJM/eg
Enclosure

Court File No. 05-CL-6159

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

THE HONOURABLE

MR. JUSTICE GROUND

)
)
)

THURSDAY, THE 17TH DAY OF

NOVEMBER, 2005

BETWEEN:

UDAYAN PANDYA

Plaintiff

- and -

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

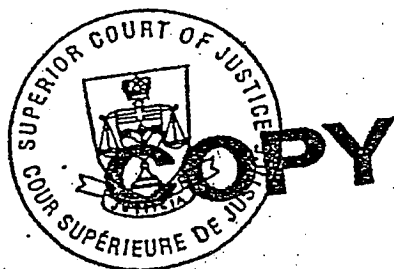
Defendants

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

ORDER FOR AN APPOINTMENT OF AN INTERIM RECEIVER

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

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



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

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

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

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

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

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

Preservation of Assets

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

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

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

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

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

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

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

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

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

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

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

Documents and Investigations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other

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

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

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

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

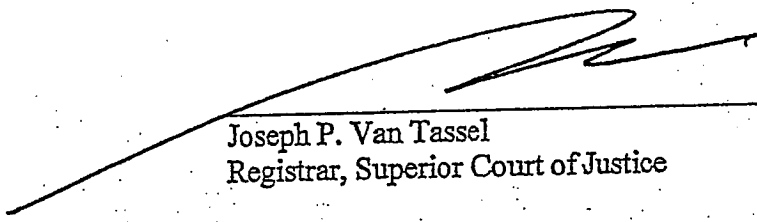
25. **THIS COURT ORDERS** that the plaintiff's costs of this motion shall be allowed in the same manner as the Receiver's fees and disbursements and shall be paid out by the Receiver as a second charge on any assets recovered in the receivership.

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

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

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

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



Joseph P. Van Tassel
Registrar, Superior Court of Justice

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

NOV 17 2005

PER/PAR:

MB

Schedule "A"

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

Schedule "B"

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

Legal Description:

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

2. PIN 03715-0004
Whitechurch, Ontario

Legal Description:

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

3. 1038 Kawagama Lake Road
Dorset, Ontario

Legal Description:

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

4. PIN 03710-0193/0194
Stouffville, Ontario

Legal Description:

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

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EXHIBIT "F"

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

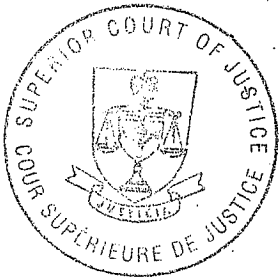
THE HONOURABLE MR.) FRIDAY, THE 20th DAY OF
JUSTICE CUMMING) JANUARY, 2006

BETWEEN:

UDAYAN PANDYA

Plaintiff

- and -



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

Defendants

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

ORDER

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

UPON READING the Third Report dated January 13, 2006 of Michael J. Quilling, in his capacity as the court appointed receiver of Courtney Wallis Simpson ("Simpson"), York Region Realty Inc. and York Management Group, and upon hearing the submissions of

counsel for the receiver and the plaintiff, no one appearing for the defendants despite notice of this matter;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be abridged to the date and time of actual service and that such service is valid service of the materials filed in support of this motion;

2. **THIS COURT ORDERS** that the plaintiff be granted leave to further amend the amended statement of claim issued November 15, 2005 to add Courtney Wallis Simpson carrying on business as York Group and as Camco Developments as defendants and to delete all references to Cameo Investments in the form of the Amended Amended Statement of Claim attached to this order as **Appendix I**.

Jan 20 / 06

Peter A. Cumming J.

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

JAN 20 2006

PER/PAR: *[Signature]*

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 AND CAMEO
INVESTMENTS

Defendants

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

AMENDED AMENDED STATEMENT OF CLAIM

TO THE DEFENDANTS

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

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

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

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

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

Date: November 15, 2005

Issued by "Local Registrar"
Local registrar

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

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

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

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

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

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

AND TO: COURTNEY WALLIS SIMPSON c.o.b. as YORK GROUP

587 Cam Fella Blvd
Stouffville, Ontario
L4A 7G9

AND TO: COURTNEY WALLIS SIMPSON c.o.b. as CAMCO DEVELOPMENTS
587 Cam Fella Blvd
Stouffville, Ontario
L4A 7G9

CLAIM

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

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

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

The Parties

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

The Fraudulent Scheme

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

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

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

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

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

- (d) She was in the process of obtaining the documents necessary to complete the commercial real estate transactions; and
- (e) She could return their deposit funds or had already sent them a cheque in the amount of their deposit funds.

7. All class members relied upon the representations set out in paragraph 7 above.

8. All of the representations set out in paragraph 7 above were untrue. There were no valid agreements of purchase and sale with respect to the various commercial properties.

9. The plaintiff states that representations made by Simpson were made for the purpose of inducing the class members to invest in various commercial real estate ventures, were made with the intention that they would be relied upon by class members in investing and were relied upon by class members to their detriment in their real estate investments with Simpson and the other defendants.

10. In the event the defendant entities involved are incorporated in Canada, the plaintiff states that it is fit and proper that an order for restitution or damages be made against Simpson personally given her leading role in the fraudulent conduct and as her actions were designed to secure personal benefit. The plaintiff states that Simpson has personally received benefits from the deposit funds, the particulars of which are known to Simpson.

Breach of Fiduciary Duty

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

Appointment of a Receiver

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

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

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

Constructive Trust

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

This Action Survives Bankruptcy

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

Punitive Damages

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

Joint and Several Liability

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

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

Date of Issue: November 15, 2005

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

Jim Patterson / Lincoln Caylor /
M. Joanne MacMillan
Tel: (416) 777-6250 / 6121 / 4629
Fax: (416) 863-1716
LSUC No. 28199C / 37030L / 43529J

Solicitors for the plaintiff

Schedule "A"

587 Cam Fella Boulevard
Stouffville, Ontario
L4A 7H3

PIN 03715-0004
Whitchurch, Ontario

1038 Kawagama Lake Road
Dorsett, Ontario

PIN 03710-0193/0194
Stouffville, Ontario

Schedule "B"

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

Udayan Pandya
Plaintiff

v.

Courtney Wallis Simpson et al.
Defendants

Court File No.: 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(Simplified Procedure)

Proceeding commenced at Toronto

AMENDED AMENDED
STATEMENT OF CLAIM

BENNETT JONES LLP
Barristers and Solicitors
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Solicitors for the defendants

Udayan Pandya
Plaintiff

v.

Courtney Wallis Simpson et al.
Defendants

Court File No.: 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

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

Proceeding commenced at Toronto

ORDER

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Solicitors for the plaintiff

Court File No. 05-CL-6159

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

THE HONOURABLE) THURSDAY, THE 9TH DAY OF
)
JUSTICE) MARCH, 2006

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

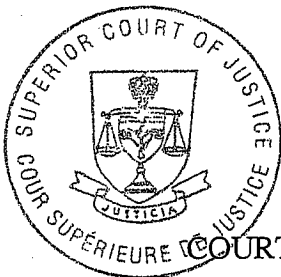
Defendants

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

FOURTH AMENDED AND RESTATED INITIAL ORDER

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

UPON READING the Fourth Report of the Receiver dated March 3, 2006 and on hearing the submissions of counsel for the Receiver, *for Mr Pahuwa, for Atlas Holdings, for the plaintiffs in 05-CL-6178, Ms. Simpson appearing in person; Rem*



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

Preservation of Assets

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

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

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

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

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

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

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

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

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

- (i) 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;
- (j) from withdrawing or causing or permitting the withdrawal of or transferring of funds or issuing of cheques or other instruments from any of the defendants' bank

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

Documents and Investigations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other

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

No Proceedings Against the Debtor or the Property

24. **THIS COURT ORDERS** that no proceeding against or in respect of the Defendants or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all proceedings currently under way against or in respect of the Defendants or the Property are hereby stayed and suspended pending further Order of this Court, save and except action filed as Court File No. 05-CL-6178.

No Exercise of Rights or Remedies

25. **THIS COURT ORDERS** that all rights and remedies against the Defendants, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Defendants to carry on any business which the Defendants are not lawfully entitled to carry on, (ii) exempt the Receiver or the Defendants from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent

the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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

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

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

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

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

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

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

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

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

35. **THIS COURT ORDERS** that the Receiver may take all steps necessary to transfer title of the Hurst properties to the Receiver, that these properties be listed for sale by Sutton Group Realty and sold, subject to court approval, with the proceeds of sale being held in the Receiver's interest bearing bank account;

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

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

38. **THIS COURT ORDERS** that leave is granted to the Receiver to assert challenges to the validity, quantum and priority of the mortgages held by Ajay Pahwa as described in Schedule "D" to this Order (the "Pahwa Mortgages"). The exercise of power of sale under Part III of the Mortgages Act or other enforcement upon the Pahwa Mortgages is hereby restrained, pending further order of the Court. The Receiver shall proceed forthwith by commercially reasonable steps to market the properties that are the subject of the Pahwa Mortgages and the Receiver shall seek court approval of any Agreement of Purchase and Sale upon five days' prior written notice to Ajay Pahwa, at which time directions may be given for discharge of the applicable Pahwa Mortgage on closing and vesting in the court approved purchaser, subject to payment of applicable real property taxes, utilities and prior encumbrances, with the amounts that are claimed by Ajay Pahwa pursuant to the Pahwa Mortgages or such amount as directed by the court to be held in a separate interest-bearing Receiver's bank account pending further order of the court. Pending sale of the properties that are the subject of the Pahwa Mortgages, the Receiver shall be responsible for ensuring that real estate taxes and fire insurance coverage are maintained in good standing. The Receiver's charge as described in paragraph 27 hereof upon the Simpson assets shall not rank in priority to the Pahwa Mortgages, but shall be subordinate to the amounts claimed by Ajay Pahwa pursuant to the Pahwa Mortgages or such amounts as directed by the court, pending final determination of the validity, quantum and priority of the Pahwa Mortgages;

39. **THIS COURT ORDERS** that 6072 Main Street, Stouffville may be sold pursuant to the terms of the Agreement of Purchase and Sale dated January 10, 2006 and that the amount of \$336,080 less the amount paid pursuant to paragraph 41 herein is to be held in a separate interest bearing bank account pending further order of the Court further to paragraph 37 of the Second Amended and Restated Order of Justice Farley dated December 23, 2005.

40. **THIS COURT ORDERS** that the terms of the Agreement of Purchase and Sale originally dated January 10, 2006 for the 6072 Main Street Property may be amended to show the purchasers as Maria Januszewski and Michael Januszewski, to reflect a new purchase price of \$695,000 and to reflect a new closing date of May 31, 2006;

41. **THIS COURT ORDERS** that Lot 14 Stouffer Street may be sold for \$176,000 pursuant to the terms of the Agreement of Purchase and Sale dated January 31, 2006 and the net proceeds from such sale, after real estate commission, closing adjustments and legal fees of sale shall be held in a separate interest bearing bank account, pending further order of the Court further to paragraphs 38, 39 and 40 hereof, so that the aggregate of money so held in respect of the Pahwa Mortgages shall be \$336,080 pending further order of the Court;

✓ until April 6/06
or further order
RW

42. **THIS COURT ORDERS** that RBC Dominion Securities be ordered to freeze the Dianor A Resources share certificates that were transferred from Simpson to Vern Zapfi and Michael Sourlis and to produce to the Receiver immediately all documents and particulars relating to the

transfer of shares;

Rev The Receiver will immediately produce all these documents to Zapfi + Sourlis. A motion is scheduled for April 6/06 (90 min) to determine if the freeze order should continue. The onus of showing it should be on the Receiver.

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

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

45. **THIS COURT ORDERS** that the bankruptcy proceedings commenced in the Ontario Superior Court of Justice as Bankruptcy Court File No. 31-OR-207325-T by Four Seasons Drywall Systems & Acoustics Limited and the bankruptcy proceeding commenced as Bankruptcy Court File No. 31-OR-207326-T, be stayed and that the related Receiving Orders naming Courtney Wallis Simpson and York Management Group dated December 30, 2005 be stayed;

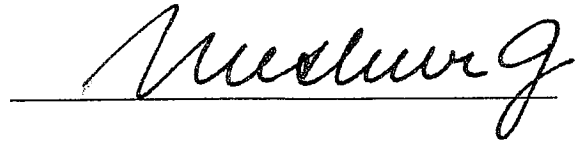
46. **THIS COURT ORDERS** that the posting of information on the Receiver's website be approved;
47. **THIS COURT ORDERS** that the claim form as filed with the court be approved;
48. **THIS COURT ORDERS** that the Statutory Declaration form may be posted on website and distributed to potential claimants;
49. **THIS COURT ORDERS** that, unless otherwise provided herein or by this Court, no document, order or other material need be served on any person in respect of these proceedings unless such person has served a Notice of Appearance on the solicitors for the Receiver and has filed such notice with this Court.
50. **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.

51. **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.

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

MAR 10 2006

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 Description:

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

3. 1038 Kawagama Lake Road
Dorset, Ontario

Legal Description:

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

4. PIN 03710-0193/0194
Stouffville, Ontario

Legal Description:

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

Schedule "C"

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

Schedule "D"**Mortgages Held By Mr. Ajay Pahwa**

1. \$210,000 mortgage registered on February 10, 2005 on:

PIN 03710-0193/0194, PT LTS 49 & 50, PL 70 Stouffville PT 2
65R256J4 (the Stouffer Street Property);
2. \$220,000 mortgage registered on March 9, 2005 on:

1038 Kawagama Lake Road, Dorset, ON, Con 13, PT LT 1
RP19R3154, Parts 1, 6, 7 (the Kawagama Property); and
3. \$220,000 mortgage registered on March 8, 2005 and a Notice of Agreement Amending the Charge registered on June 28, 2005 increasing the principal amount to \$440,000:

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

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

FOURTH AMENDED AND
RESTATED INITIAL ORDER

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Lincoln Caylor / Emily Atkinson
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Fax: (416) 863-1716
LSUC Reg. No. 37030L/50682L

Solicitors for the plaintiff

EXHIBIT "G"

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

**Pahwa Mortgages - Chronology
Account Documents**

Date	Date Cashed	Amount	To	From	Cheque No.	Acct. No.	Source	Tab
Dec 14/04							Pahwa Affidavit (Dec 22, 2005)	1
	Ms. Simpson approaches Ajay and Ajit Pahwa with proposition regarding financing condo purchases.							
Dec 3/04	Dec 3, 2004	\$200,000 "Cancelled" written on back of cheque	Debra Sweetman	Sita Pahwa	587	8732- 4874331	Pahwa Affidavit (Dec 22, 2005)	2
Dec 15/04	Dec 15, 2004	\$100,000	YMG	Ajay and Meena Pahwa	515	8732- 4874331	Pahwa Affidavit (Dec 22, 2005)	3
Jan 21/05	Jan 21, 2005	\$7,500.00	Ajay Pahwa	YMG	1660 3727 5 (bank draft)	19-04515	CIBC	4
Feb 3/05	Feb 7, 2005	\$120,000.00	Ajay Pahwa	YMG	0014	19-04515	CIBC	5
Feb [8]/05	Feb 9, 2005	\$120,000.00	Ajay Pahwa	YMG	0023	19-04515	CIBC	6
Feb 10/05	2 promissory notes signed by Simpson and witnessed (one references Unit MC 270140-01; one references Unit MC 270142-02).							
	Terms of each note:							
	(a) \$100,000 plus fee of \$5,000 due on Feb 17, 2005.							
	(b) Note can be rolled or renewed for same terms and for \$5,000 at each renewal.							
	(c) In event of non-payment, interest at 10% per day, compounded will be assessed in addition to the fee.							
	York Regional Police							

Date	Date Cashed	Amount	To	From	Cheque No.	Acct. No.	Source	Tab
Feb 10/05	Feb 14, 2005	\$7,000.00	Ajay Pahwa	YMG	0038	19-04515	CIBC	8
Feb 11/05	Feb 11, 2005	\$100,000.00	YMG	Ajay and Meena Pahwa	1621 34233 (bank draft)	19-04515	CIBC Pahwa Affidavit (Dec 22, 2005)	9
Feb 11/05	Feb 11, 2005	\$100,000.00	YMG	Ajay and Meena Pahwa	1621 34217 (bank draft)	19-04515	CIBC Pahwa Affidavit (Dec 22, 2005)	10
Feb [10]/05	Mortgage for \$210,000 registered on title to Lot 14 Stouffer Street, Stouffville. This mortgage is tied to the \$200,000 loaned on or about Feb 10, 2005.							
Feb 17/05	Feb 17, 2005	\$5,000.00	Ajay Pahwa	YMG	0035	19-04515	CIBC	12
Feb 17/05	Feb 17, 2005	\$5,000.00	Ajay Pahwa	YMG	0034	19-04515	CIBC	13
Feb 17/05	May 5, 2005	\$100,000.00	Ajay Pahwa	YMG	0033	19-04515	CIBC	14
Feb 17/05	May 5, 2005	\$100,000.00	Ajay Pahwa	YMG	0032	19-04515	CIBC	15
Feb 22/05	Feb 24, 2005	\$100,000.00	YMG	Sita Pahwa	576	19-04515	CIBC Pahwa Affidavit (Dec 22, 2005)	16
Feb 24/05	Feb 25, 2005	\$5,000.00	Ajay Pahwa	YMG	0036	19-04515	CIBC	17
Feb 24/05	Feb 25, 2005	\$5,000.00	Ajay Pahwa	YMG	0037	19-04515	CIBC	18
Mar 2/05	Mar 2, 2005	\$10,000.00	Ajay Pahwa	YMG	0066	19-04515	CIBC	19
Mar 3/05	Mar 3, 2005	\$20,000.00	Ajay Pahwa	YMG	0067	19-04515	CIBC	20
Mar 8/05	Mar 8, 2005	\$200,000.00	YMG	Sita Pahwa	577	19-04515	CIBC Pahwa	21

Date	Date Cashed	Amount	To	From	Cheque No.	Acct. No.	Source	Tab
Mar 8/05							Affidavit (Dec 22, 2005)	
Mar 8/05							Pahwa Affidavit (Dec 22, 2005)	22
Mar 8/05							Pahwa Affidavit (Dec 22, 2005)	23
Mar 9/05	Mar 9, 2005	\$20,000.00	Ajay Pahwa	YMG	0112	19-04515	CIBC	24
Mar 9/05	Mar 9, 2005	\$10,000.00	Ajay Pahwa	YMG	0110	19-04515	CIBC	25
Mar 9/05	May 5, 2005	\$20,000.00	Ajay Pahwa	YMG	0112	19-04515	CIBC	26
Mar 11/05	May 5, 2005	\$20,000.00	Ajay Pahwa	YMG	0069	19-04515	CIBC	27
Mar 11/05	May 5, 2005	\$200,000.00	Ajay Pahwa	YMG	0116	19-04515	CIBC	28
Mar 15/05	April 4, 2005	\$10,000.00	Ajay Pahwa	YMG	0068	19-04515	CIBC	29
Mar 15/05	May 2, 2005	\$30,000.00	Ajay Pahwa	YMG	0114	19-04515	CIBC	30
Mar 21/05	Mar 21, 2005	\$70,000.00	Ajay Pahwa	YMG	0144	19-04515	CIBC	31
April 11/05	April 12, 2005	\$5,000.00	Ajay Pahwa	YMG	0201	19-04515	CIBC	32
April 12/05	April 12, 2005	\$35,000.00	Ajay Pahwa	YMG	0202	19-04515	CIBC	33
April 19/05	April 19, 2005	\$5,000.00	Ajay Pahwa	YMG	0231	19-04515	CIBC	34
April 19/05	April 19, 2005	\$5,000.00	Ajay Pahwa	YMG	0232	19-04515	CIBC	35
April 19/05	April 19, 2005	\$5,000.00	Ajay Pahwa	YMG	0233	19-04515	CIBC	36
April 21/05	April 21, 2005	\$5,000.00	Ajay Pahwa	YRR	0013	19-04817	CIBC	37
April 21/05	April 21, 2005	\$5,000.00	Ajay Pahwa	YRR	0014	19-04817	CIBC	38
April 25/05	April 25, 2005	\$5,000.00	Ajay Pahwa	YMG	0249	19-04515	CIBC	39

Date	Date Cashed	Amount	To	From	Cheque No.	Acct. No.	Source	Tab
April 25/05	April 25, 2005	\$5,000.00	Ajay Pahwa	YMG	0248	19-04515	CIBC	40
April 27/05	Pahwa sends Simpson an email stating: "I am going to be charging interest to you, as agreed upon and suggested by you in the promissory notes at 10% per day. Since we also didn't get our 50k in profits for this week, this has now grown to \$55k, and continue to grow at 10% per day until fully paid off... there still remains \$5k to be paid from last week, and another \$100k from Mar, to total \$105,000. This combined with this week's profits of \$55k, the outstanding balance is now \$160,000."							
April 27/05	April 27, 2005	\$10,000.00	Ajay Pahwa	YMG	0261	19-04515	CIBC	42
April 27/05	April 27, 2005	\$10,000.00	Ajay Pahwa	YMG	0262	19-04515	CIBC	43
May 2/05	May 3, 2005	\$5,000.00	Ajay Pahwa	YMG	0271	19-04515	CIBC	44
May 4/05	May 4, 2005	\$100,000.00	Ajay Pahwa	YMG	0275	19-04515	CIBC	45
May 9/05	Promissory note signed by Simpson and witnessed. Terms of note: (d) \$100,000 plus fee of \$10,000 due on May 13, 2005. (e) Note to be automatically renewed for 3 weeks on the same terms and conditions. (f) In event of non-payment, interest at 10% per day, compounded will be assessed in addition to the fee. (g) In the event that any cheque is returned N.S.F. a penalty of 10% will be charged per day.							
May 10/05	May 10, 2005	\$200,000.00	YRR	Sita Pahwa	522	[19-04612]	Pahwa Affidavit (Dec 22, 2005)	47
May 15/05	June 27, 2005	\$10,000.00	Ajay Pahwa	YMG	0292	19-04515	CIBC	48
June 2/05	June 2, 2005	\$50,000.00	Ajay Pahwa	YMG	0320	19-04515	CIBC	49
June 3/05	June 6, 2005	\$15,000.00	Ajay Pahwa	YRR	0112	19-04612	CIBC	50
June [14]/05	June 14, 2005	\$20,000.00	Ajay Pahwa	YRR	0134	19-04612	CIBC	51

Date	Date Cashed	Amount	To	From	Cheque No.	Acct. No.	Source	Tab
June 14/05	June 14, 2005	\$20,000.00	Ajay Pahwa	YRR	0133	19-04612	CIBC	52
June 21/05	Unsigned promissory note. Terms of note: (a) \$100,000 plus fee of \$10,000 due on June 28, 2005. (b) Note to be automatically renewed for 4 weeks on the same terms and conditions. (c) In event of non-payment, interest at 10% per day, compounded will be assessed in addition to the fee.							
June 22/05	June 23, 2005	\$40,000.00	YMG	Ajay Pahwa	003	19-04515	Pahwa Affidavit (Dec 22, 2005)	54
June 28/05	June 28, 2005	\$125,000.00	YMG	Sita Pahwa	741	19-04515	CIBC Pahwa Affidavit (Dec 22, 2005)	55
June 28/05	Mortgage for \$220,000 registered on title to 6072 Main Street, Stouffville on Mar 8, 2005 was increased to \$440,000. This mortgage is tied to the \$200,000 loaned on Mar 8, 2005, the \$40,000 loaned on June 22, 2005 and the \$125,000 loaned on June 28, 2005							
July 21/05 (transfer)	July 21, 2005	\$50,000.00	Ajay Pahwa	Simpson	Transfer Reference No. 361314	CIBC	York Regional Police	57
Aug 17/05	Aug 18, 2005	\$50,000.00	Ajay Pahwa	YMG	0399	19-04515	CIBC	58
Sept 1/05	Sept 1, 2005	\$50,000.00	Ajay Pahwa	YRR	0080	19-04817	CIBC	59
Sept 13/05	Sept 13, 2005	\$40,000.00	Ajay Pahwa	YRR	0104	19-04817	CIBC	60

Date	Date Cashed	Amount	To	From	Cheque No.	Acct. No.	Source	Tab
Sept 22/05	Sept 22, 2005	\$10,000.00	Ajay Pahwa	Simpson		CIBC	York Regional Police	61
Oct 24/05	Simpson attends at the Pahwa home to settle the outstanding funds owed on the Pahwa Mortgages. Simpson gives the Pahwa's 2 cheques; one dated Oct 31, 2005 for \$100,000 and one dated November 4, 2005 for \$200,000. Simpson agrees to pay an additional \$5,000 when the mortgages are released. The cheques could not be cashed for insufficient funds, then the accounts were frozen by RECO.							

Total Amount advanced by Pahwa: \$1,165,000.00 (includes cheque from Sita Pahwa to Debra Sweetman dated December 3, 2004)

Total Amount paid by the Simpson Defendants: \$1,399,500.00

\$214,500 (overpayment to Pahwa)

YMG = York Management Group
 YRR= York Region Realty Inc.

Shaded boxes indicate that this material is in the Pahwa motion materials.

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 DMSTORLegal\056445\00001\434953v1

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

EIGHTH RECEIVER'S REPORT

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

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

Solicitors for the receiver

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
(9:30 a.m. Motion Returnable
March 9, 2007)

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

Lincoln Caylor / M. Joanne MacMillan
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LSUC Reg. No. 37030L/43529J

Solicitors for the receiver