

**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*

SUPPLEMENTARY MOTION RECORD
(Originally Returnable March 9, 2006, adjourned to April 6, 2006)

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

Lincoln Caylor (LSUC #37030L)
Tel: 416.777.6121
Fax: 416.863.1716

Emily R. Atkinson (LSUC #50682L)
Tel: 416.777.5740
Fax: 416.863.1716
Solicitors for the plaintiff

**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

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

Defendants

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

**NOTICE OF MOTION
(Motion Returnable April 6, 2006)**

The court appointed receiver will make a motion on April 6, 2006 at 10:00 a.m. to a judge presiding over the Commercial List at 393 University Avenue in Toronto or as soon after that time as a motion can be heard.

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

THE MOTION IS FOR:

1. An order that the Dianor Resources Inc. shares are part of the receivership estate and subject to the Fourth Amended Order of Justice Mesbur dated March 9, 2006.

2. An order that real estate commissions owing to York Region Realty Inc. and its former agents currently being held by the Real Estate Council of Ontario be released to the Receiver to be held in an interest bearing bank account pending further order of this court.
3. An order that the interim fees, disbursements and G.S.T. are approved and are to be paid to counsel for the receiver, Bennett Jones LLP, by the receiver Michael J. Quilling, as a first charge on the receivership estate.
4. An order that the interim fees and disbursements are approved and are to be paid to the receiver, Michael J. Quilling, as a first charge on the receivership estate.
5. Leave of the court to bring this motion, if necessary.
6. Such further and other Order as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

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

Dianor Resources Inc. Shares

4. As of November 17, 2005, pursuant to the Order of Justice Ground, the assets of the defendants were frozen.

5. On November 23, 2005, Simpson transferred certain of the Dianor Resources Inc. shares out of her name and into the names of two individuals, Vern Zapfe and Michael Sourlis.

6. Given that the transfer took place after the freezing order had taken effect, the shares properly form part of the assets of the receivership estate and should be returned to the estate.

Release of Real Estate Commissions

7. Commissions from the sale of properties that closed in 2005 and owing to York Region Realty and its former agents are being held by the Real Estate Council of Ontario.

8. These commissions form part of the assets of the estate.

9. Counsel for the Receiver requested that the commissions be released so that they can be held in an interest bearing account for the benefit of the estate.

Counsel Fees

10. Subject to paragraph 27 of the Order of Justice Farley dated December 23, 2005, the fees of Bennett Jones LLP, counsel for the Receiver, form a first charge from the assets recovered in the receivership herein.

Receiver's Fees

11. Subject to paragraph 27 of the Order of Justice Farley dated December 23, 2005, the fees of Bennett Jones LLP, counsel for the Receiver, form a first charge from the assets recovered in the receivership herein.

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 Fourth Report of the Receiver dated March 3, 2006;
2. The affidavit of Emily Atkinson (sworn March 3, 2006);
3. The receiver's interim account and itemized services;
4. A summary of the receiver's counsel fees;
5. The affidavit of M. Joanne MacMillan (sworn March 31, 2006); and
6. Such other material as counsel may advise and this Honourable Court may permit.

DATE: March 31, 2006

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Tel: 416.777.5740
Fax: 416.863.1716
Solicitors for the plaintiff

TO: Courtney Wallis Simpson,
Wallis Simpson & Associates,
and Courtney Wallis Simpson
c.o.b. as York Management Group,
Camco Developments and
York Group

AND TO: York Region Realty Inc.

AND TO: Beard Winter LLP
Barristers and Solicitors
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AND TO: Real Estate Council of Ontario
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Mr. Glenn E. Cohen
Tel: 416-364-4900
Fax: 416-364-3865

AND TO: Zapfe Holdings Inc.
c/o Verne Zapfe
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Stouffville, ON
L4A 1G4

AND TO: Michael Sourlis
181 Oxford Street
Richmond Hill, ON
L4C 4L6
Email: industrialite_mike@rogers.com

**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

**AFFIDAVIT OF M. JOANNE MacMILLAN
(Sworn March 31, 2006)**

I, M. JOANNE MacMILLAN, of the City of Toronto, in the Province of Ontario, **MAKE**

OATH AND SAY AS FOLLOWS:

1. I am an associate with the law firm of Bennett Jones LLP, solicitors for the court appointed receiver herein and as such have knowledge of the matters hereafter deposed to. Where I make statements in the context of this affidavit which are not within my personal knowledge, I have identified the source of that information and belief, all of which information I have deposed to I verily believe. Where I have not identified the source of my information and belief, that information is within my personal knowledge.

Background

2. By order dated November 17, 2005 (the "Receiving Order"), Justice Ground appointed Michael J. Quilling as the receiver of the defendants' assets. On that same date the Receiving Order was served on three RBC branches located at 47 Main Street, Markham, 1181 Davis Drive East, Newmarket and 260 East Beaver Creek Road, Richmond Hill. On December 20, 2005, the same three RBC branch locations were served with the First Amended and Restated Initial Order.

3. According to the receiver's Fourth Report (at paragraph 22), on January 10, 2006 he was advised by Detective Brian Morrison of the York Regional Police Fraud Unit that certain shares owned by the defendant Courtney Simpson ("Simpson") had been transferred into two individuals' RBC accounts in what was suspected to be a breach of the Initial Order. When one of the individuals to whom the shares were transferred attempted to withdraw all of the funds, it raised red flags and the investigative services department at RBC was alerted. RBC, in turn, alerted Detective Morrison.

4. I am advised by Emily Atkinson, counsel for the receiver, of the following. On January 10, 2006, she spoke with Greg Nawakowski ("Nawakowski") at RBC Dominion Securities. Nawakowski confirmed that the original share certificates at issue were in fact in Simpson's name and had been transferred into two separate accounts in early December 2005.

5. By letter dated January 10, 2005, counsel for the receiver wrote to Nawakowski providing further copies of the Initial Order and the First Amended and Restated Initial Order

and notifying him that as of November 17, 2005, Simpson did not have authority to transfer the shares as all of her assets were frozen. The receiver requested that the transfer be reversed and the funds held by the receiver for the estate. Attached hereto and marked as **Exhibit "A"** is a copy of the letter sent to Nawakowski regarding the transfer of shares.

6. I am advised by Ms. Atkinson that on January 11, 2006, she spoke with Nawakowski by telephone. Nawakowski confirmed that there were approximately 500,000 Dianor A Resources Inc. shares (the "Shares") valued at approximately \$0.82 per share. From my review of the Toronto Stock Exchange web site I believe that the Shares were trading at \$1.82 per share as at 3:59 p.m. on March 30, 2006. The web site also indicated that the rolling 52 week low price for the Shares was 0.255. The rolling 52 week high price was noted as 2.180. Attached as **Exhibit "B"** is a print out of the Toronto Stock Exchange internet web page that I reviewed.

7. I am advised by Lincoln Caylor, counsel for the receiver, of the following. On January 18, 2006, he spoke with Simpson who reported that in December 2004 or January 2005, she bought a number of shares directly from the treasury of Dianor A Resources Inc. She reported paying \$80,000 in total for the shares. Simpson stated that it was in the first week of April 2005 that she signed the share certificates over to Vern Zapfe ("Zapfe") and Michael Sourlis ("Sourlis"). Simpson could not recall how many shares she signed over to each.

The RBC Dominion Securities Documents

8. This motion was originally returnable on March 9, 2006. At that time the receiver sought, among other things, an order that RBC Dominion Securities freeze the Shares that were purportedly transferred from Simpson to Zapfe and Sourlis and that RBC immediately produce

to the receiver all documents and particulars relating to the transfer of shares. Justice Mesbur granted the requested relief by order dated March 9, 2006 ("Fourth Amended and Restated Order"). Further, the receiver was ordered to immediately produce all the RBC documents to Zapfe and Sourlis and the motion was rescheduled to April 6, 2006 to determine if the freeze order should continue.

9. By letter dated March 21, 2006, received via mail on March 29, 2006, RBC provided the receiver's counsel with documents related to the transfer of the Shares (the "Transfer Documents"). As ordered by Justice Mesbur, the receiver's counsel immediately provided copies of the documents to Zapfe and Sourlis, in addition to providing copies to those individuals who attended at court on March 9 and made submissions on the original return of this motion; Simpson, Gregory Govedaris (counsel in court file no. 05-CL-6178 and the representative of Zapfe and Sourlis) and to Glenn Cohen (counsel for a purported victim of the defendants' schemes at issue in the within litigation). Attached and marked as **Exhibit "C"** is a copy of the email message dated March 29, 2006 and enclosed documents provided by RBC Dominion Securities pursuant to Justice Mesbur's Order dated March 9, 2006, the Fourth Amended and Restated Initial Order.

10. The Transfer Documents indicate the following:

- (a) by assignment dated April 10, 2005, purportedly signed by Simpson, shares certificate no. 0-01476, representing 301,932 Dianor shares, was assigned to Zapfe Holdings Inc.;

- (b) by assignment dated April 11, 2005, purportedly signed by Simpson, shares certificate no. 0-01630 representing 217,391 Dianor shares was assigned to Michael Sourlis. Without prior written approval of the TSX Venture Exchange and compliance with applicable legislation, those shares could not be transferred;
- (c) after the Receiving Order was issued, entered and served on Simpson, by letters dated November 23, 2005, Simpson requested that Computershare Investor Services re-register the 301,932 and 217,391 Shares, then held in her name, to Zapfe Holdings Inc. and to Michael Sourlis respectively;
- (d) the RBC Dominion Securities account statement dated December 30, 2005 in the name of Zapfe Holdings Inc. indicates that 301,932 Dianor shares were received December 1, 2005; and
- (e) the RBC Dominion Securities account statement dated December 30, 2005 in the name of Mike Sourlis, indicates that 217,391 Dianor shares were received December 1, 2005.

Funds Held by RECO and Re/Max Omega Realty (1998) Ltd.

11. Ms. Atkinson advised me of the following. On March 6, 2006 she and the receiver met with Ms. MacDonald, a former real estate agent of York Region Realty Inc. Ms. MacDonald told them that there were a number of commissions being held by the Real Estate Council of Ontario (RECO) for properties that had closed in 2005.

12. Pursuant to the Third Amended and Restated Order of Justice Cumming dated January 20, 2006, by letter dated March 6, 2006 we requested that RECO provide the amounts owing to York Region Realty Inc. to the receiver for the benefit of the estate. Attached hereto and marked as **Exhibit "D"** to this affidavit is a copy of the March 6, 2006 letter to RECO.

13. By letter dated March 22, 2006 RECO advised us that certain commissions totaling \$4,520.75 were being held in a commission trust account at Re/Max Omega Realty (1988) Ltd. and that this amount could be released to the receiver. Attached hereto and marked as **Exhibit "E"** to this affidavit is a copy of the March 22, 2006 letter from RECO's counsel.

14. By letter dated March 31, 2006 we requested that the amount of \$4,520.75 being held by Re/Max Omega Realty (1998) Ltd. be released to the receiver. We further requested that the other commissions totaling \$38,654.81 be paid to the receiver. Attached hereto and marked as **Exhibit "F"** to this affidavit is a copy of the March 31, 2006 letter to RECO's counsel.

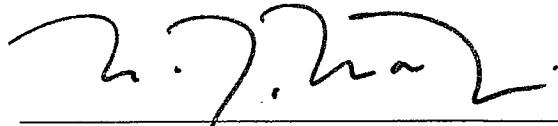
15. I make this affidavit in support of the receiver's motion to compel the return of the Shares to the receivership estate and for no improper purpose.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario, this)
31st day of March, 2006.)



_____)
A COMMISSIONER FOR OATHS)
in and for the Province of Ontario)

Emily Atkinson



_____)
M. Joanne MacMillan

**EXHIBIT "A" TO THE AFFIDAVIT
OF M. JOANNE MACMILLAN
SWORN MARCH 31, 2006**

BENNETT JONES LLP

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

January 10, 2006

Via Facsimile

RBC Corporate Investigation Services

Attention: Greg Nawakowski

Dear Sir:

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

We are the solicitors of record for the plaintiff and the receiver, Mr. Michael J. Quilling, in the above-noted matter.

As discussed, enclosed are further copies of the following documents:

- (a) The Order for an Appointment of an Interim Receiver of Justice Ground dated November 17, 2005; and
- (b) The First Amended and Restated Initial Order of Justice Farley dated December 15, 2005.

Copies of the above-noted orders were served on RBC by courier on November 17, 2005 and December 20, 2005 respectively.

Justice Ground's order appointed Mr. Quilling as the receiver of the assets of Courtney Wallis Simpson ("Simpson") and York Region Realty Inc. ("York Realty"). As such, Mr. Quilling had control of Simpson's and York Realty's assets as of November 17, 2005. We refer you to paragraphs 6, 10 and 11 of the order.

We understand from our discussion that RBC transferred approximately 500 shares owned by Simpson at Simpson's request into two accounts in or around December 15, 2005 and December 18, 2005. Pursuant to the orders noted above, Simpson did not have authority to deal with the shares on

THIS IS EXHIBIT A ATTACHED
 TO THE AFFIDAVIT OF
M. Joanne MacMillan
 SWORN March 31, 2006
E. Atkinson
 A COMMISSIONER

January 10, 2006
Page Two

000174

these dates. We require that the transactions be reversed and the shares held on behalf of the receiver.

We appreciate your assistance in the above noted matter.

Yours truly,

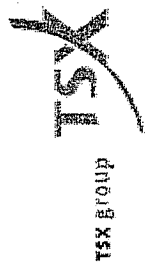


BENNETT JONES LLP

Enclosure

DMSTORLegal\056445\00001\379640v1

**EXHIBIT "B" TO THE AFFIDAVIT
OF M. JOANNE MACMILLAN
SWORN MARCH 31, 2006**



MARKET ACTIVITY | **PRODUCTS & SERVICES** | **ABOUT US** | **MEDIA CENTRE** | **INVESTOR RELATIONS** | **MY STOCK LIST**

QUOTES | **TSX** | **TSX VENTURE** | **LISTED COMPANIES**

S&P/TSX COMPOSITE INDEX 30 Mar 2006 17:05 EST
 Last Value: 12,206.95 | Net Change: 16.37 | % Change: 0.13

S&P/TSX VENTURE COMP. 30 Mar 2006 17:05 EST
 Last Value: 2,899.50 | Net Change: 52.07 | % Change: 1.83

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EQUITY SEARCH | **FUND SEARCH** | **SUBMIT**

EQUITY SEARCH RESULTS

Company Information

Symbol	Price	\$ Chng	% Chng	Volume	Exchange
DOR	1.820	-0.130	-6.67	588,507	VN

*VN=TSX Venture Exchange, T=Toronto Stock Exchange

Company Name: Dianor Resources Inc.
 Instrument Symbol: DOR
 Instrument Name: Dianor Resources Inc.

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LAST TRADE

Last Trade:	30 Mar 2006 15:59 EST
Last Traded:	1.820 ↓ Net Change -0.130
Last Bid Size:	110 Volume 588,507
Last Bid Price:	1.810 Open 2,000
Last Ask Price:	1.820 High 2,000
Last Ask Size:	14 Low 1,750

Click here for the Delayed Market Depth by Price Summary for this symbol

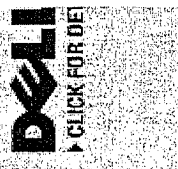
THIS IS EXHIBIT B ATTACHED TO THE AFFIDAVIT OF
M. Joanne MacMillan
 SWORN March 31, 2006
E. Atkinson
 COMMISSIONER

GET A FREE
FLAT-PANEL
MONITOR UPGRADE
 and \$300 in instant
 savings on select
 Dell systems.



DELL
 CHECK IT OUT

GET TOTAL SAVINGS UP TO \$600 ON SELECT DELL SYSTEMS
 Expires 03



L A S T T E K I T R A D E S

Time	Price	Shares	\$ Chng	Buyer	Seller
15:59	1.820	100	-0.130	Anonymous	Anonymous
15:59	1.820	900	-0.130	Anonymous	Scotia
15:58	1.820	2,000	-0.130	Anonymous	Desjardins
15:58	1.830	1,000	-0.120	TD Securities	Desjardins
15:52	1.840	12,000	-0.110	Anonymous	Wolverton
15:51	1.840	5,000	-0.110	Anonymous	Anonymous
15:49	1.840	2,000	-0.110	RBC	Anonymous
15:39	1.840	3,000	-0.110	Bolder	Anonymous
15:39	1.840	2,000	-0.110	Bolder	Wolverton
15:29	1.840	1,000	-0.110	Scotia	Wolverton

E N D O F D A Y D A T A

Last Updated: 29 Mar 2006
 Rolling 52 Week High 2.180
 Rolling 52 Week Low 0.255
 Total Number of Shares 124,808,737
 Shares in Escrow 52,500
 Net Shares Outstanding 124,756,237
 Float Quoted Market Value 243,274,662
 This table is updated at the end of each day.

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NEWS | Company Snapshot | Price History

Charts

Today | 1 mo. | 3 mo. | 6 mo. | 1 yr. | 2 yr. | 3 yr. (w)
 5 yr. (w) | 5 yr. (m)

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**EXHIBIT "C" TO THE AFFIDAVIT
OF M. JOANNE MACMILLAN
SWORN MARCH 31, 2006**

From: Elizabeth Gutowski
To: courtneywallissimpson@rogers.com; gcohen@berkowcohen.com;
gregory@govedaris.com; industralite_mike@rogers.com
Date: Wed, Mar 29, 2006 4:09 PM
Subject: Pandya v. Simpson - RBC Dominion Securities documents

Dear Sirs and Madam:

Attached are PDF copies of the following documents:

1. Letter from M. Joanne MacMillan dated March 29, 2006; and
2. Documents received from RBC Dominion Securities.

Elizabeth Gutowski
Assistant to Joanne MacMillan
and Maureen Ward
Bennett Jones SLP
Direct Line 416-777-4858
Main Line 416-863-1200
Fax No. 416-863-1716

CC: gary.tamura@rbc.com; MacMillan, Joanne

THIS IS EXHIBIT C ATTACHED
TO THE AFFIDAVIT OF
M. Joanne MacMillan
SWORN March 31, 2006
E. Atkinson
A COMMISSIONER
E. Atkinson

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

March 29, 2006

By E-mail

Courtney Wallis Simpson

Gregory Govedaris
Govedaris Professional Corporation
Barristers and Solicitors
6383 Main Street
Stouffville, ON L4A 1G4

Zapfe Holdings Inc. (by mail)
c/o Wener Zapfe
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Glenn E. Cohen
Berkow Cohen LLP
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Toronto, ON M5H 3L5

Mike Sourlis
181 Oxford Street
Richmond Hill, ON L4C 4L6

Dear Sirs/Mesdames:

**Re: Pandya v. Simpson
Court File No. 05-CL6159**

Enclosed is a PDF file containing the documents received from RBC Dominion Securities ("RBC") on March 29, 2006.

Based on the documents received from RBC it is the receiver's position that the shares ought to form part of the receivership estate assets.

On April 6, 2006 the receiver will ask the court to adjourn that portion of the motion dealing with the determination of the Dianor share ownership. The receiver will also ask the court to grant an order extending the freezing of those shares until a determination has been made, by application, if necessary. We are canvassing available application dates with the court and will advise further.

Yours truly,



BENNETT JONES LLP

MJM/eg
Enclosures
cc: Gary Tamura



PRIVATE & CONFIDENTIAL
VIA COURIER

Gary Tamura
Senior Counsel

RBC Law Group
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March 21, 2006

M. Joanne McMillan
Bennett Jones LLP
3400 One First Canadian Place
PO Box 130
Toronto, Ontario M5X 1A4

Dear Ms. McMillan:

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

We are writing on behalf of RBC Dominion Securities Inc. ("RBC DS") in response to your letter dated March 16, 2006 in connection with the above-noted matter. We have enclosed copies of the documents as ordered in paragraph 42 of the Fourth Amended and Restated Initial Order dated March 9, 2006.

If you have any questions, please do not hesitate to contact me.

Yours truly

A handwritten signature in black ink that reads "Gary C. Tamura".

Gary Tamura

cc: Greg Nowakowski, RBC DS

Encl.

November 23, 2005

Computershare Investor Services
The Transfer Agency
9th Floor
100 University Avenue
Toronto, Ontario
M5Y 2Y1

Dear Sir/Madam

This letter is to confirm my instructions to re-register the 301,923 shares of Dianor Resources Inc. currently held in my name under certificate number 0-01630 in the name of:

0-01476. *(CUS)*

Zapfe Holdings Inc. -
72 Dynamic Drive Unit 6
Scarborough, Ontario
M1V 3x6

Sincerely

(Signature)
WALLIS *(CUS)*

Courtney Wallace Simpson
587 Cam Fella Blvd
Stouffville, Ontario
L4A 7G9

416-361-3714

436. *(CUS)*

SIGNATURE GUARANTEED
RBC DOMINION SECURITIES INC.
(Signature)
PER
Toronto - Richmond Hill

A. GULLIANA

O.S.O.

SIGNATURE OF TRANSFEROR GUARANTEED
ROYAL BANK OF CANADA

Hwy. 404 & 7 Branch, Richmond Hill, Ont.

(Signature)
PER

A. GULLIANA

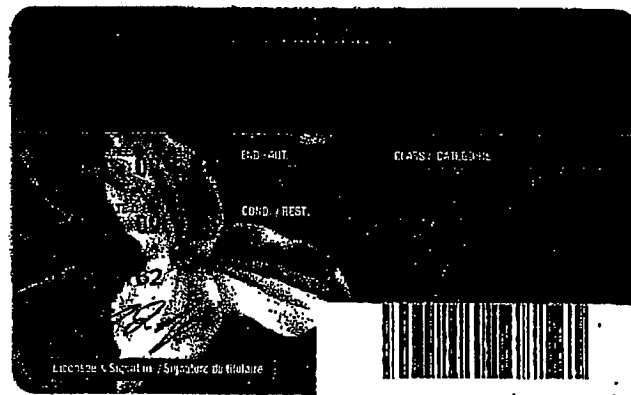
O.S.O.



SIGNATURE GUARANTEED
RBC DOMINION SECURITIES INC
PER: 
Toronto - Richmond Hill



SIGNATURE GUARANTEED
RBC DOMINION SECURITIES INC.
PER 
Toronto - Richmond Hill



000014760|DORQ|C02|CCA|C0000047996|*MTRY:0450|00401983|||

NUMÉRO - NUMBER
0-01476
000014760



ACTIONS - SHARES
***301923**

CONSTITUÉE SOUS L'AUTORITÉ DE LA PARTIE 1A DE LA LOI SUR LES COMPAGNIES DU QUÉBEC
INCORPORATED UNDER PART 1A OF THE QUÉBEC COMPANIES ACT

RESTRICTION DE TRANSFERT: LÉGÈRE AU VESOU
TRANSFER RESTRICTION: LIGHT ON REVERSE

CAPITAL AUTORISÉ
UN NOMBRE ILLIMITÉ D'ACTIONS ORDINAIRES
SANS VALEUR NOMINALE

AUTHORIZED CAPITAL:
AN UNLIMITED AMOUNT OF COMMON SHARES
WITHOUT NOMINAL VALUE

CUSIP 76124T 10 7

LE PRÉSENT CERTIFICAT ATTESTE QUE
THIS IS TO CERTIFY THAT

COURTNEY WALLIS SIMPSON
587 CAM FELLA BLVD
STOUFFERVILLE ON L4A 7G9

76124T107
*****301923**
*****301923**
*****301923**
*****301923**
*****301923**
*****301923**

est le détenteur inscrit de
is the registered holder of

ACTIONS ORDINAIRES SANS VALEUR NOMINALE, ENTièrement
LIBÉRÉS ET NON SUSCEPTIBLES D'APPELS SUBSEQUENTS, DE
NOMINAL OR PAR VALUE OF

FULLY PAID AND NON-ASSESSABLE COMMON SHARES WITHOUT
NOMINAL OR PAR VALUE OF

RESSOURCES DIANOR INC.

Les actions peuvent être transférées sur un registre
des valeurs mobilières de la Société par le détenteur inscrit
ou son mandataire sur remise du présent certificat dûment
endossé. Le présent certificat ne lie la Société que s'il est
contresigné et immatriculé par l'agent des transferts et
agent chargé de la tenue des registres.

The shares are transferable on a securities register of
the Corporation by the registered holder or his attorney
upon the surrender of this certificate properly endorsed.
This certificate is not valid until countersigned and
registered by the Transfer Agent and Registrar.

EN FOI DE QUOI les représentants dûment autorisés
de la Société ont signé.

WITNESS the signatures of the duly authorized
officers of the Corporation.

Date 07-DEC-2004

LE PRÉSIDENT

CONTRÔLEUR ET IMMATRICULÉ - CONTRÔLLED AND REGISTERED
COMPAGNE MONTREAL TRUST
MONTREAL TRUST COMPANY
AGENT DES TRANSFERTS ET AGENT CHARGÉ DE LA TENUE DES REGISTRES
TRANSFER AGENT AND REGISTRAR

LE SECRÉTAIRE

PAR
[Signature]
SIGNATURE AUTHORIZED SIGNATURE

[Signature]
SECILLARY

IL A ÉTÉ CONVENU QUE LE PRÉSENT CERTIFICAT NE SERA PAS ÉCHANGÉ CONTRE DES ACTIONS DE LA SOCIÉTÉ À MOINS QU'IL N'Y AIT UN ACCORD ÉCRIT À CETTE FIN.
THE SHARES HEREIN REPRESENT THIS CERTIFICATE ARE NON-NEGOTIABLE AND NON-TRANSFERABLE AT THE OPTION OF THE COMPANY UNLESS AND UNLESS OTHERWISE AGREED IN WRITING.

THIS CERTIFICATE HAS BEEN COUNTERFEITED AND REPRODUCED WITHOUT PERMISSION.



LA CATÉGORIE D'ACTIONS QUE LE PRÉSENT CERTIFICAT REPRÉSENTE EST ASSORTIE DE DROITS, PRIVILÈGES, RESTRICTIONS ET CONDITIONS; SUR DEMANDE, LA SOCIÉTÉ FOURNIRA GRATUITEMENT, À TOUT ACTIONNAIRE LE TEXTE INTÉGRAL DES DROITS, PRIVILÈGES, RESTRICTIONS ET CONDITIONS ATTACHÉS À CHAQUE CATÉGORIE DONT L'ÉMISSION EST AUTORISÉE.

THE CLASS OF SHARES THAT THIS CERTIFICATE REPRESENTS HAS RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED THERETO AND THE CORPORATION WILL FURNISH TO A SHAREHOLDER, ON DEMAND AND WITHOUT CHARGE, A FULL COPY OF THE TEXT OF THE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO EACH CLASS AUTHORIZED TO BE ISSUED.

AVIS : La signature du présent transfert doit correspondre en tout point au nom inscrit au verso du certificat sans aucun changement que qu'il soit, et doit être garantie par une banque, une compagnie de fiduciaires ou un membre d'une bourse de valeurs reconnue.

Pour valeur reçue, le soussigné vend, cède et transporte, par les présentes, à

For value received, the undersigned hereby sells, assigns and transfers unto

ZAPPE HOLDINGS INC.

NUMÉRO D'ASSURANCE SOCIALE

--	--	--	--	--	--	--	--	--	--

SOCIAL INSURANCE NUMBER

THREE HUNDRED THOUSAND AND ONE NINE HUNDRED actions
de la Société représentées par le présent certificat of the Corporation represented by this certificate,
 et constitue par les présentes and does hereby irrevocably constitute and appoint

TWENTY THREE (30923)

son mandataire
 attorney

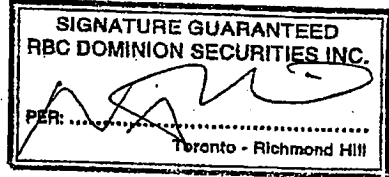
irrévocable, avec pleins pouvoirs de substitution, pour effectuer le transfert de ces actions dans un registre des valeurs mobilières de la Société.

to transfer the said shares on a securities register of the Corporation with full power of substitution in the premises.

Date APRIL 10/2005.

Signature [Signature]

Signature garantie par : [Signature]
 Signature guaranteed by:



NOTICE: The signature of the assignor must correspond with the name as written upon the face of the certificate, in every particular, without alteration, amendment, or any change whatever, and must be guaranteed by a bank, trust company or a member of a recognized stock exchange.

«Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until April 8, 2005. Unless permitted under securities legislation, the holder of the securities shall not trade the securities before April 8, 2005.»

November 23, 2005

Computershare Investor Services
The Transfer Agency
9th Floor
100 University Avenue
Toronto, Ontario
M5Y 2Y1

Dear Sir/Madam

This letter is to confirm my instructions to re-register the 217,391 shares of Dianor Resources Inc. currently held in my name under certificate number 0-01630 in the name of:

Michael Sourlis
12 Sims Crescent
Richmond Hill, Ontario

Sincerely

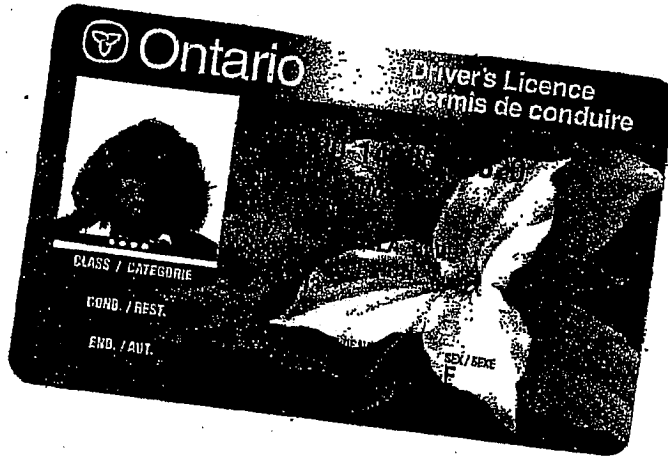
[Handwritten Signature]
WALLIS (CW)

Courtney Wallace Simpson
587 Cam Fella Blvd
Stouffville, Ontario
L4A 7G9



416-361-3714

436 (CW)



SIGNATURE GUARANTEED
RBC DOMINION SECURITIES INC
PER: 
Toronto - Richmond Hill

Toronto - Richmond Hill
PERP
SIGNATURE GUARANTEED
RBC DOMINION SECURITIES INC.



000016300 | DORQ | C02 | CCA | C0000047996 | *MTRX | 0490100401998111

NUMÉRO - NUMBER
0-01630
000016300



RESSOURCES
DIANOR ^{INC.}

ACTIONS - SHARES
217391

CONSTITUÉE SOUS L'AUTORITÉ DE LA PARTIE 1A DE LA LOI SUR LES COMPAGNIES DU QUÉBEC
INCORPORATED UNDER PART 1A OF THE QUEBEC COMPANIES ACT

CAPITAL AUTORISÉ
UN NOMBRE ILLIMITÉ D'ACTIONS ORDINAIRES
SANS VALEUR NOMINALE

AUTHORIZED CAPITAL
AN UNLIMITED AMOUNT OF COMMON SHARES
WITHOUT NOMINAL VALUE

CUSIP 76124T 10 7

LE PRÉSENT CERTIFICAT ATTESTE QUE
THIS IS TO CERTIFY THAT

COURTNEY WALLIS SIMPSON
587 CAM BELLA BLVD
STOUFFVILLE ON L4A 7G9

est le détenteur inscrit de
is the registered holder of

76124T107
*****217391**
*****217391**
*****217391**
*****217391**
*****217391**

ACTIONS ORDINAIRES SANS VALEUR NOMINALE, ENTÈÈMEMENT
LIBÈRES ET NON SUSCEPTIBLES D'APPELS SUBSÈQUENTS, DE
FULLY PAID AND NON-ASSESSABLE COMMON SHARES WITHOUT
NOMINAL OR PAR VALUE OF

RESSOURCES DIANOR INC.

Les actions peuvent être transférées sur un registre
des valeurs mobilières de la Société par le détenteur inscrit
ou son mandataire sur remise du présent certificat dûment
endossé. Le présent certificat ne lie la Société que s'il est
contresigné et initialisé par l'agent des transferts et
agent chargé de la tenue des registres.
The shares are transferable on a securities register of
the Corporation by the registered holder or his attorney
upon the surrender of this certificate properly endorsed.
This certificate is not valid until countersigned and
initialized by the Transfer Agent and Registrar.

EN FOI DE QUOI les représentants dûment autorisés
de la Société ont signé.
WITNESS the signatures of the duly authorized
officers of the Corporation.

Date
Dated 28-JAN-2005

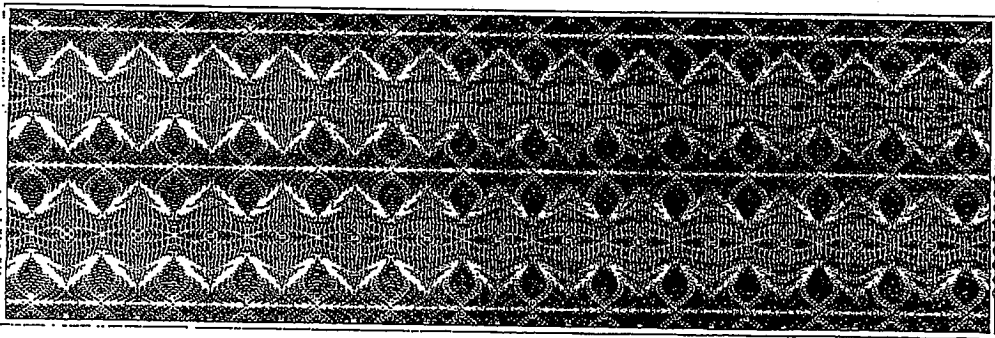
LE PRÉSIDENT,
LE SECRÈTAIRE

CONTRÔLEUR ET MAINTIENNEUR, COMPTES-RENDU ET REGISTRAR,
COMPAGNIE MONTREAL TRUST MONTREAL
AGENT DES TRANSFERTS ET AGENT CHARGÉ DE LA TENUE DES REGISTRES
TRANSFER AGENT AND REGISTRAR

PARTY
SIGNATURE - AUTHORIZED SIGNATURE

LE SECRÈTAIRE
LE PRÉSIDENT

THIS CERTIFICATE HAS BEEN COUNTERSIGNED AND BECKETED BY THE REGISTERED OFFICERS OF THE COMPANY OF CANADA



LA CATÉGORIE D' ACTIONS QUE LE PRÉSENT CERTIFICAT REPRÉSENTE EST ASSORTIE DE DROITS, PRIVILÈGES, RESTRICTIONS ET CONDITIONS; SUR DEMANDE, LA SOCIÉTÉ FOURNIRA GRATUITEMENT, À TOUT ACTIONNAIRE LE TEXTE INTÉGRAL DES DROITS, PRIVILÈGES, RESTRICTIONS ET CONDITIONS ATTACHÉS À CHAQUE CATÉGORIE DONT L'ÉMISSION EST AUTORISÉE.

THE CLASS OF SHARES THAT THIS CERTIFICATE REPRESENTS HAS RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED THERETO AND THE CORPORATION WILL FURNISH TO A SHAREHOLDER, ON DEMAND AND WITHOUT CHARGE, A FULL COPY OF THE TEXT OF THE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO EACH CLASS AUTHORIZED TO BE ISSUED.

Pour valeur reçue, le soussigné vend, cède et transporte, par les présentes, à

For value received, the undersigned hereby sells, assigns and transfers unto

MICHAEL SOURLIS

NUMÉRO D'ASSURANCE SOCIALE
447-134-362
SOCIAL INSURANCE NUMBER

actions
shares

de la Société représentées par le présent certificat et constitue par les présentes

of the Corporation represented by this certificate, and does hereby irrevocably constitute and appoint

son mandataire
attorney

irrévocable, avec pleins pouvoirs de substitution, pour effectuer le transfert de ces actions dans un registre des valeurs mobilières de la Société.

to transfer the said shares on a securities register of the Corporation with full power of substitution in the premises.

Date APRIL 11, 2005.

Signature

Signature garantie par :

Signature guaranteed by:



AVIS : La signature du présent transfert doit correspondre en tout point au nom inscrit au recto du certificat sans aucun changement quel qu'il soit, et doit être présentée par une banque, une compagnie de fiduciaires ou un membre d'une bourse de valeurs reconnue.

NOTICE : The signature of the assignor must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever, and must be guaranteed by a bank, trust company or a member of a recognized stock exchange.

"Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until May 29, 2005. Unless permitted under securities legislation, the holder of the securities shall not trade the securities before May 29, 2005."

ACTION R KEY 411-15198 DATE

APPL MRGN SEC.

03/22/06 16.06

A EXPIRES LINE MESSAGE

CREATED
03/21/06

12/12/31

1 ACCOUNT MUST HOLD 217,391 SHARES OF RESSOURCES
2 DIANOR INC. ACCOUNT IS PROHIBITED FROM SELLING OR
3 TRANSFERRING-OUT SHARES OF RESSOURCES DIANOR INC
4 THAT WILL PUT THE ACCOUNTS HOLDINGS OF RESSOURCES
5 DIANOR INC BELOW THE ABOVE THRESHOLD. PLEASE
6 CONTACT GREG NOWAKOWSKI IF YOU HAVE ANY QUESTIONS.

LAST PAGE - PA2 FOR PREVIOUS

**CANADIAN DOLLAR
ACCOUNT STATEMENT**

**DEC. 30
2005**

Page 1 of 5

Your Account Number: 411-15198-2-5 KD3

Date of Last Statement: NOV. 30, 2005

MIKE SOURLIS
181 OXFORD STREET
RICHMOND HILL ON L4C 4L6

YOUR ADVISORY TEAM

Your Investment Advisor:

Nick Dodds
(905) 764-5601

Assistant:

Andrea Weatherall
(905) 764-3981

Your Branch Address:

260 East Beaver Creek Road
Suite 301
Richmond Hill, Ontario
L4B 3M3
Toll Free: 1-800-268-6959

Your Branch Manager:

Greg Riley
(905) 764-6404

ASSET SUMMARY

	MARKET VALUE AT DEC. 30	PERCENTAGE OF MARKET VALUE
Cash	\$2,640.00	0.41 %
Fixed Income	\$0.00	0.00 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$606,865.46	94.89 %
Mutual Funds	\$30,024.10	4.70 %
Foreign Securities	\$0.00	0.00 %
Managed Assets	\$0.00	0.00 %
Other	\$0.00	0.00 %
Total Value	\$639,529.56	100.00 %

INCOME SUMMARY

	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$1,100.00
Interest	\$0.00	\$1,035.55
Total Income	\$0.00	\$2,135.55

CASH BALANCE

ACCOUNT TYPE	OPENING BALANCE AT DEC. 01	CLOSING BALANCE AT DEC. 30
Margin - Long	\$0.00	\$2,640.00

- CONTINUED ON NEXT PAGE -

**CANADIAN DOLLAR
ACCOUNT STATEMENT**

**DEC. 30
2005**

Your Account Number: 411-15198-2-5 2 of 5

ASSET REVIEW

	SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK VALUE	MARKET VALUE
COMMON SHARES					
2BCE INC	BCE	1,000 1,000	27.870	26,867.50	\$27,870.00
2FALCONBRIDGE LIMITED NEW	FAL.LV	725 725	34.500	N/A ²	\$25,012.50
2HUBBAY MINERALS INC.	HBM	5,000 5,000	5.890	27,517.50	\$29,450.00
2MSP 2005 RESOURCE LIMITED PARTNERSHIP UTS		1,000 1,000	25.000	25,000.00	\$25,000.00
2PEMBERTON ENERGY LTD.	PBT	30,000 30,000	0.220	N/A ²	\$6,600.00
2RESSOURCES DIANOR INC	DOR	701,012 701,012	0.580	N/A ²	\$406,586.96
2WORLD FINANCIALS SPLIT CORP. CLASS A	WFS	7,800 7,800	11.070	90,143.76	\$86,346.00
Total Value of Common Shares				N/A	\$606,865.46

MUTUAL FUNDS

2RBC CANADIAN T-BILL FUND (262)	REF262	3,002.410 3,002.410	10.000	30,024.25	\$30,024.10
Total Value of Mutual Funds				30,024.25	\$30,024.10

OTHER

2WTS DIANOR RESOURCES INC EXP 01/27/06 REST 05/29/05 EXP 01/27/2006		217,391 217,391	UNPRICED	N/A ²	
Total Value of Other				N/A	
Total Value of All Securities				N/A	\$636,889.56

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
		Opening Balance (DEC. 01, 2005)				\$0.00
2DEC.01	RECEIVED	RESSOURCES DIANOR INC SECURITIES RECEIVED	217,391			

- CONTINUED ON NEXT PAGE -

CANADIAN DOLLAR
ACCOUNT STATEMENT

DEC. 30
2005

Your Account Number: 411-15198-2-5 3 of 5

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
2DEC. 01	REDEMP'TN	1000THS RBC CANADIAN T-BILL FUND (262) AS OF 11/25/2005	750-			
367 2DEC. 15	SOLD	RESSOURCES DIANOR INC UNSOLICITED AS OF 12/12/05	20,500-	0.40		7,832.50
2DEC. 16	EXCHANGE	FALCONBRIDGE LIMITED NEW SHRS RECEIVED IN EXCHANGE	725			
2DEC. 16	SOLD	RESSOURCES DIANOR INC UNSOLICITED AS OF 12/13/05	7,000-	0.40		2,800.00
2DEC. 16	EXCHANGE	NORANDA INC CV S/D-ADJ RATE 5.000 DUE 04/30/07 DUE 04/30/2007 INT 5.000% CONVERT TO FALCONBRIDGE @ 36.2976 PER 1000	20,000-			
2DEC. 19	CASH-LIEU	FALCONBRIDGE LIMITED NEW CASH IN LIEU OF FRAC SHARES 306104100000				32.37
2DEC. 19	SOLD	RESSOURCES DIANOR INC UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ AS OF 12/14/05	19,500-	0.38		7,410.00
2DEC. 19	SOLD	RESSOURCES DIANOR INC UNSOLICITED AS OF 12/14/05	23,000-	0.40		9,200.00
2DEC. 19	BOUGHT	RBC CANADIAN T-BILL FUND (262) THESE ARE SECURITIES OF A RELATED ISSUER OF THIS FIRM PLUS FRACTIONS OF 0.250 SOLICITED AS OF 12/16/05	2,724	10.00	27,242.50	

- CONTINUED ON NEXT PAGE -

CANADIAN DOLLAR
ACCOUNT STATEMENT

DEC. 30
2005

Your Account Number: 411-15198-2-5 4 of 5

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE /RATE	DEBIT	CREDIT
2DEC. 19	PURCHASE	1000THS RBC CANADIAN T-BILL FUND (262) AS OF 12/19/2005 SETTLEMENT DATE	250			
288 2DEC. 21	SOLD	RESSOURCES DIANOR INC UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ	50,000-	0.392		19,321.73
2DEC. 21	BOUGHT	RBC CANADIAN T-BILL FUND (262) THESE ARE SECURITIES OF A RELATED ISSUER OF THIS FIRM PLUS FRACTIONS OF 0.410 SOLICITED AS OF 12/20/05	1,935	10.00	19,354.10	
2DEC. 21	PURCHASE	1000THS RBC CANADIAN T-BILL FUND (262) AS OF 12/21/2005 SETTLEMENT DATE	410			
175 2DEC. 28	SOLD	WORLD FINANCIAL SPLIT CORP CLASS A SOLICITED AVG PRICE SHOWN-DETAILS ON REQ	1,000-	11.12		10,945.00
367 2DEC. 29	BOUGHT	HUBBAY MINERALS INC. SOLICITED AVG PRICE SHOWN-DETAILS ON REQ	5,000	5.43	27,517.50	
2DEC. 29	SOLD	RBC CANADIAN T-BILL FUND (262) THESE ARE SECURITIES OF A RELATED ISSUER OF THIS FIRM PLUS FRACTIONS OF 0.250 SOLICITED AS OF 12/28/05	1,657-	10.00		16,572.50
2DEC. 29	REDEMP'TN	1000THS RBC CANADIAN T-BILL FUND (262) AS OF 12/29/2005 SETTLEMENT DATE	250-			

- CONTINUED ON NEXT PAGE -

**CANADIAN DOLLAR
ACCOUNT STATEMENT**

**DEC. 30
2005**

Your Account Number: 411-15198-2-5 5 of 5

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE /RATE	DEBIT	CREDIT
2DEC. 30		WORLD FINANCIAL SPLIT CORP CLASS A DIST ON 8800 SHS REC 12/15/05 PAY 12/30/05		0.30		2,640.00
1197		Closing Balance (DEC. 30, 2005)				\$2,640.00

Head Office Address:
RBC Dominion Securities Inc.
P.O. BOX 50
Royal Bank Plaza
Toronto, Ontario
Canada M5J 2W7
GST Registration # 122460801

If you have a service request or a question about your statement or a service charge, please phone your Investment Advisor at the phone number listed on the front of this statement. Unresolved problems or complaints should be forwarded in writing to:

Telephone: (416) 842-2000
Internet: www.rbcinvestments.com
QST Registration # 1002954903

RBC DOMINION SECURITIES
Compliance Department
P.O. BOX 50, Royal Bank Plaza
Toronto, Ontario
M5J 2W7

- Market price and Book Value represent currently available prices. Some securities in your portfolio may not be priced because data was unavailable. Market prices and Book Values shown are obtained from sources we believe are reliable but we do not guarantee their accuracy.
- The Book Value of any security is calculated as the total of all purchases, including any commissions, less the value of any sales. Some securities, such as Mutual Funds, distribute income that is automatically reinvested in the same security. For those types of securities, Book Value will also include the total cost of all these reinvested income distributions.
- Fully paid securities are segregated on the records of RBC Dominion Securities Inc. and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand which, although recorded in our books, are not segregated and may be used in the conduct of our business.
- A copy of our most recent financial statements, a list of directors and senior officers and information about commissions, fees and administrative proceedings that may relate to RBC Dominion Securities or to its employees are available to you upon written request directed to our Head Office address listed above.
- Customers' accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of coverage is available from your local branch or a copy will be mailed to you upon written request sent to our Head Office address listed above.
- Income derived from mutual funds will be included on a T5 or T3 that will be issued by each mutual fund management company. As such, this income is not reported in the "Income Summary" of your account statement.
- We act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our spread-based revenues for performing this function. Spread means the difference between the rate we obtain and the rate you receive.
- Please note the following security description abbreviations may appear on your statement: NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares.

FOOTNOTES

- * - Indicates fully paid for securities registered in your name and held by us on your behalf.
- # - Part or all of the Book Value on this security position has been provided by you.
- ¹ - Includes accrued interest.
- ² - Part or all of the Book Value on this security position is unknown. Please contact your Investment Advisor to update your statement records.
- ³ - The Book Value of this security is temporarily unavailable due to pending corporate events. Please contact your Investment Advisor for additional information.
- - The Book Value of this security is unavailable. Please contact your Investment Advisor for additional information.

ACTION R KEY 416-11469 DATE

APPL MRGN SEC.

03/22/06 16.06

A EXPIRES LINE MESSAGE

CREATED

03/21/06

12/12/31

1 ACCOUNT MUST HOLD 301,923 SHARES OF RESSOURCES
2 DIANOR INC. ACCOUNT IS PROHIBITED FROM SELLING OR
3 TRANSFERRING-OUT SHARES OF RESSOURCES DIANOR INC
4 THAT WILL PUT THE ACCOUNTS HOLDINGS OF RESSOURCES
5 DIANOR INC BELOW THE ABOVE THRESHOLD. PLEASE
6 CONTACT GREG NOWAKOWSKI IF YOU HAVE ANY QUESTIONS.

LAST PAGE -- PA2 FOR PREVIOUS

CANADIAN DOLLAR
ACCOUNT STATEMENT

DEC. 30
2005

Page 1 of 3

Your Account Number: 416-11469-1-7 KD3

Date of Last Statement:

ZAPFE HOLDINGS INC.
C/O: WERNER ZAPFE
72 DYNAMIC DRIVE, UNIT 6
SCARBOROUGH ON M1V 3X6

YOUR ADVISORY TEAM

Your Investment Advisor:

Nick Dodds
(905) 764-5601

Assistant:

Andrea Weatherall
(905) 764-3981

Your Branch Address:

260 East Beaver Creek Road
Suite 301
Richmond Hill, Ontario
L4B 3M3
Toll Free: 1-800-268-6959

Your Branch Manager:

Greg Riley
(905) 764-6404

ASSET SUMMARY

	MARKET VALUE AT DEC. 30	PERCENTAGE OF MARKET VALUE
Cash	\$105.00	0.04 %
Fixed Income	\$0.00	0.00 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$260,620.34	99.96 %
Mutual Funds	\$0.00	0.00 %
Foreign Securities	\$0.00	0.00 %
Managed Assets	\$0.00	0.00 %
Other	\$0.00	0.00 %
Total Value	\$260,725.34	100.00 %

INCOME SUMMARY

	THIS MONTH	YEAR-TO-DATE
Dividends	\$105.00	\$105.00
Interest	\$0.00	\$0.00
Total Income	\$105.00	\$105.00

CASH BALANCE

ACCOUNT TYPE	OPENING BALANCE AT DEC. 01	CLOSING BALANCE AT DEC. 30
Cash	\$0.00	\$105.00

**CANADIAN DOLLAR
ACCOUNT STATEMENT**

**DEC. 30
2005**

Your Account Number: 416-11469-1-7 2 of 3

ASSET REVIEW

	SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK VALUE	MARKET VALUE
COMMON SHARES					
1BCE INC	BCE	1,000	27.870	28,117.50	\$27,870.00
		1,000			
1HUBBAY MINERALS INC.	HBM	5,000	5.890	27,505.50	\$29,450.00
		5,000			
1LOBLAW COMPANIES LTD	L	500	56.370	29,917.27	\$28,185.00
		500			
1RESSOURCES DIANOR INC	DOR	301,923	0.580	N/A ²	\$175,115.34
		301,923			
Total Value of Common Shares				N/A	\$260,620.34
Total Value of All Securities				N/A	\$260,620.34

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE /RATE	DEBIT	CREDIT
		Opening Balance (DEC. 01, 2005)				\$0.00
1DEC.09	RECEIVED	RESSOURCES DIANOR INC SECURITIES RECEIVED	301,923			
367 1DEC.12	BOUGHT	BCE INC SOLICITED AVG PRICE SHOWN-DETAILS ON REQ	1,000	27.75	28,117.50	
372 1DEC.12	BOUGHT	LOBLAW COMPANIES LTD SOLICITED AVG PRICE SHOWN-DETAILS ON REQ	500	59.09	29,917.27	
1DEC.14	DEPOSIT	DEPOSIT				58,034.77
1DEC.22	ADJUST	ADJUST ACCOUNT BALANCE				20.67
1DEC.22	INTEREST	INT FR 12/12 THRU 12/21 @ 6 1/2% BAL AVBAL 58,034			20.67	
1DEC.29	DEPOSIT	DEPOSIT				27,505.50
367 1DEC.29	BOUGHT	HUBBAY MINERALS INC. SOLICITED AVG PRICE SHOWN-DETAILS ON REQ	5,000	5.427	27,505.50	

- CONTINUED ON NEXT PAGE -

**CANADIAN DOLLAR
ACCOUNT STATEMENT**

**DEC. 30
2005**

Your Account Number: 416-11469-1-7 3 of 3

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE /RATE	DEBIT	CREDIT
1DEC. 30	DIVIDEND	LOBLAW COMPANIES LTD CASH DIV ON 500 SHS REC 12/15/05 PAY 12/30/05		0.21		105.00
1106		Closing Balance (DEC. 30, 2005)				\$105.00

Head Office Address:
RBC Dominion Securities Inc.
P.O. BOX 50
Royal Bank Plaza
Toronto, Ontario
Canada M5J 2W7
GST Registration # 122460801

If you have a service request or a question about your statement or a service charge, please phone your investment Advisor at the phone number listed on the front of this statement. Unresolved problems or complaints should be forwarded in writing to:

Telephone: (416) 842-2000
Internet: www.rbcinvestments.com
GST Registration # 1002954903

RBC DOMINION SECURITIES
Compliance Department
P.O. BOX 50, Royal Bank Plaza
Toronto, Ontario
M5J 2W7

- Market price and Book Value represent currently available prices. Some securities in your portfolio may not be priced because data was unavailable. Market prices and Book Values shown are obtained from sources we believe are reliable but we do not guarantee their accuracy.
- The Book Value of any security is calculated as the total of all purchases, including any commissions, less the value of any sales. Some securities, such as Mutual Funds, distribute income that is automatically reinvested in the same security. For those types of securities, Book Value will also include the total cost of all these reinvested income distributions.
- Fully paid securities are segregated on the records of RBC Dominion Securities Inc. and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand which, although recorded in our books, are not segregated and may be used in the conduct of our business.
- A copy of our most recent financial statements, a list of directors and senior officers and information about commissions, fees and administrative proceedings that may relate to RBC Dominion Securities or to its employees are available to you upon written request directed to our Head Office address listed above.
- Customers' accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of coverage is available from your local branch or a copy will be mailed to you upon written request sent to our Head Office address listed above.
- Income derived from mutual funds will be included on a T5 or T3 that will be issued by each mutual fund management company. As such, this income is not reported in the "Income Summary" of your account statement.
- We act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our spread-based revenues for performing this function. Spread means the difference between the rate we obtain and the rate you receive.
- Please note the following security description abbreviations may appear on your statement : NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares.

FOOTNOTES

- * - Indicates fully paid for securities registered in your name and held by us on your behalf.
- # - Part or all of the Book Value on this security position has been provided by you.
- 1 - Includes accrued interest.
- 2 - Part or all of the Book Value on this security position is unknown. Please contact your Investment Advisor to update your statement records.
- 3 - The Book Value of this security is temporarily unavailable due to pending corporate events. Please contact your Investment Advisor for additional information.
- x - The Book Value of this security is unavailable. Please contact your Investment Advisor for additional information.

**EXHIBIT "D" TO THE AFFIDAVIT
OF M. JOANNE MACMILLAN
SWORN MARCH 31, 2006**

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

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

March 6, 2006

BY FAX

COPY

Andria Knauer
3250 Bloor Street West
East Tower, Suite 600
Toronto, ON
M8X 2X9

THIS IS EXHIBIT 1 ATTACHED
TO THE AFFIDAVIT OF
M. Joanne MacKellan
SWORN March 31, 2006
E. Atkinson
A COMMISSIONER
E. Atkinson

Dear Ms Knauer:

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

As you know, we act as counsel for the Receiver in the above-noted matter.

There are a number of commissions being held by RECO that are owed to York Region Realty Inc. and its agents or former agents. Enclosed for your review are the Trade Record Sheets for five properties that closed in 2005 on which commissions have yet to be paid. The Trade Record Sheets show that \$8,323.78 is owing to York Region Realty Inc. and that \$46,538.97 is owing to Maggie MacDonald, a former agent of York Region Realty Inc.

We understand that Ms MacDonald has been in contact with you requesting that these commissions be released to her. The Receiver does not object to the payment of these commissions to Ms MacDonald. Further, pursuant to the Third Amended and Restated Order of Justice Cumming dated January 20, 2006, the Receiver requests that the amounts owing to York Region Realty Inc. be paid to the Receiver for the benefit of the estate.

Enclosed is the Third Amended and Restated Order of Justice Cumming dated January 20, 2006, which, among other things orders that the receiver deal directly with the Real Estate Council of Ontario ("RECO") on behalf of all of the victims who have submitted claims. We direct your attention to paragraphs 18 and 35.

March 6, 2006

Page Two

We look forward to hearing from you.

Yours truly,

COPY

BENNETT JONES LLP

cc: Elizabeth Silcox
Brian Pendergast

DMSTORLegal\056445\00001\393791v1

**EXHIBIT "E" TO THE AFFIDAVIT
OF M. JOANNE MACMILLAN
SWORN MARCH 31, 2006**



Public Trust in the
Real Estate Marketplace

Real Estate Council
of Ontario

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

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

March 22, 2006

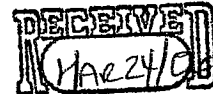
SENT VIA OVERNIGHT COURIER

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

Attention: Emily Atkinson and Lincoln Caylor

Dear Ms. Atkinson and Mr. Caylor:

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



THIS IS EXHIBIT E ATTACHED
TO THE AFFIDAVIT OF
M. Joanne MacKellan
SWORN March 31, 2006
[Signature]
A COMMISSIONER E. Atkinson

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

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

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

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

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

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

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

Yours very truly,

REAL ESTATE COUNCIL OF ONTARIO



Robert A. Maxwell

Legal Counsel

Direct Line: 416-207-4829

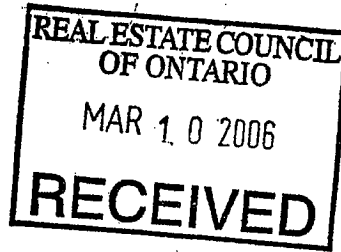
E-mail: robert@reco.on.ca

RAM/al

cc: Lou Dobson
Maggie MacDonald



*Above
the
Crowd!*



March 6, 2006

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

Attention: Robert A. Maxwell

RE: YORK REGION REALTY INC.

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

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

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

Lu Dobson
Broker of Record

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



CO-OPERATING SALES REPRESENTATIVE

MAGGIE MACDONALD

YORK REGION REALTY INC.



Maggie Macdonald
Sales Representative



28 Sandford Drive, Suite 1
Scarsville, Ontario L4A 7X5

Phone: 905-640-SOLD(7653)

Fax: 905-642-6423

Cell: 905-751-6600

* REVISED * (PRICE CHANGE)

Trade # 50447

Trade Record Sheet

01/18/2006

Re/Max Omega Realty (1988) Ltd.

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

30 SOUTH RD. WHIT/STOUFF.

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

Purchased by: Helen & Sabrina Alevrids

For the price of \$169000.00 which is to close on 01/16/2006
Trust Deposit of \$9000.00 If not held by us then held by: Re/Max Omega Realty (1988) Ltd.
Deposited into Trust on 07/04/2005
Remitted to Seller/Buyer on _____
Transferred to Comm. Trust Account on: _____
Notes: IC AC 472:50

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

905-852-5120

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

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

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

Contractual conditions existing at this time are as follows:

Conditions	Satisfied	Expires On Date	Waivers Sent Date

Acknowledged by all parties hereto:

Agent

Agent

Agent

Agent

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

On this

26

Day of

July

2005

Broker

7/30/05



Jul 21, 2005

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

Dear: Sir/Madam:

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

Phone# _____

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

The Particulars of the sale are as follows:

The Sale price was : \$ 189,000.00

The expected closing date is : Sep 29, 2005

The Buyer is : LLOYD REBELLO, IN TRUST

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

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

PATRICIA HEDGECOCK

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

Our agent in this matter is _____

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

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

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

Sincerely,

Re/Max Omega Realty (1988) Ltd.

(Mrs.) Joyce McMath
Deal Secretary

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



BETWEEN BUYER: Lloyd Robello in Trust

AND SELLER: Audrey June Adams

RE: Agreement of Purchase and Sale between the Seller and Buyer, executed the 19th day of April, 2005

concerning the property known as 30 South Road Gormley

as more particularly described in the aforementioned Agreement.

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

Delete:

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

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

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

Buyer, Lloyd Robello in Trust

Insert:

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

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

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

Buyer, Helen Alevritis, Sabrina Angeliki Alevritis

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:59 p.m. on the 30th day of November, 2005, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S):

[Empty oval]

INITIALS OF SELLER(S):

[Handwritten initials: SJ (ASO) X]

113

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

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

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

All other Terms and Conditions in the aforementioned Agreement to remain in full force and effect.

DATED at Toronto this 19th day of November 2005

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof, I have hereunto set my hand and seal:

(Witness) [Signature]

(Buyer/Seller) Audrey June Adams (A.S.C.)

DATE NOV. 21/05

(Witness)

(Buyer/Seller)

DATE

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

DATED at this day of November 2005

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Seller) Helen Alivinis

DATE

(Witness)

(Buyer/Seller) Sabrina

DATE

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

(Witness) (Spouse) DATE

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

(Signature of Seller or Buyer Helen/ Sabrina Alivinis)

ACKNOWLEDGEMENT

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

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

(Seller) Audrey June Adams (A.S.C.) DATE NOV. 21/05

(Buyer) Helen Alivinis DATE

(Seller)

(Buyer) Sabrina DATE

Address for Service Tel. No.

Address for Service Tel. No.

Seller's Lawyer Address

Buyer's Lawyer Address

Tel. No. FAX No.

Tel. No. FAX No.

(2)-(2)



Ontario Real Estate Association
WAIVER



BUYER Lloyd Rebelto In Trust

SELLER Audrey Jane Adams

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

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

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

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

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

WAIVED or Pickering Ontario, of \$100 a.m./p.m. this 9th day of May 2005
SIGNED, SEALED AND DELIVERED, in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

[Signature] (Buyer/Seller) DATE May 09, 2005
[Signature] (Buyer/Seller) DATE _____
[Signature] (Witness) _____

Receipt acknowledged at ETOBICOKE a.m./p.m. this 12th day of MAY 2005 by:
PRINT Name: AUDREY ADAMS Signature: X [Signature]





BUYER, Lloyd Rebello In Trust
SELLER, Audrey June Adams
REAL PROPERTY: 30 South Rd., town of Whitchurch-Stouffville
.....

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

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

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

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

MADE at Stouffville Ontario, at 9:30 a.m./p.m. this 25th day of May 2005
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

[Signature]
.....
(Witness)

[Signature]
.....
(Buyer/Seller)

DATE MAY 25, 05
DATE

Receipt acknowledged at Stouffville a.m./p.m. this 25th day of MAY 2005 by:

Print Name: Adrian Cox Signature: *[Signature]*



FINAL WAIVER - SOLD FIRM



Ontario Real Estate Association AMENDMENT TO AGREEMENT



BETWEEN: Lloyd Roberto In Trust
BUYER: _____
AND: _____
SELLER: ANDREW JAMES ADAMS

RE: Agreement of Purchase and Sale between the Seller and Buyer, executed on 19th day of April
2005, concerning the property known as 30 South Rd. town of Whitechurch, Stouffville

as more particularly described in the aforementioned Agreement.
THE BUYER(S) AND SELLER(S) HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE AFORESAID AGREEMENT:

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

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

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

THE BUYER AGREES TO PAY A FURTHER DEPOSIT OF \$5,000 NON-REFUNDABLE BY JUNE 30th 2005 OR THIS AGREEMENT SHALL BE NULL AND VOID, AND THE DEPOSIT OF \$5,000 ONLY SHALL BE FORWARDED TO THE VENDOR IF PURCHASER DOESN'T CLOSE ON OR BEFORE SEPT 29th 2005. (K) (28th)

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

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

WITNESSED AND SIGNED in the presence of _____
ATTESTED at STOUFFVILLE on the 30 day of APRIL MAY 2005. (K)

WITNESSED AND SIGNED in the presence of _____
ATTESTED at ETOBICOKE on the 29th day of APRIL 2005. (K)

WITNESSED AND SIGNED in the presence of _____
ATTESTED at _____ on the _____ day of _____ 2005.

ACKNOWLEDGEMENT
I acknowledge receipt of my signed copy of this accepted Amendment To Agreement and I authorize the Agent to forward a copy to my solicitor. ASD DATE APRIL 20/05
I acknowledge receipt of my signed copy of the accepted Amendment To Agreement and I authorize the Agent to forward a copy to my solicitor. LLOYD ROBERTO DATE APRIL 20/05 (K)

Buyer Name: _____ Date: _____
Buyer Address: _____
Buyer Tel. No.: _____
Buyer's Solicitor: _____
Buyer Address: _____
Seller Name: _____ Date: _____
Seller Address: _____
Seller Tel. No.: _____
Seller's Solicitor: _____
Seller Address: _____

FINISHED



Ontario Real Estate Association
AMENDMENT TO AGREEMENT



BETWEEN: Lloyd Rebello In Trust
AND Andrey June Adams
SELLER:

Re: Agreement of Purchase and Sale between the Seller and Buyer, executed the 19th day of April 2005, concerning the property known as 30 South Rd. town of Whitnorch-Stouffville

is more particularly described in the aforementioned Agreement.
THE BUYER(S) AND SELLER(S) HEREIN AGREE TO THE FOLLOWING AMENDMENTS TO THE AFOREMENTIONED AGREEMENT:

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

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

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

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

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

DATED at Stouffville this 9th day of May 2005
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
[Signature] (Buyer) DATE MAY 09/05
[Signature] (Witness)

DATED at ETOBICOKE this 12th day of MAY 2005
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
[Signature] (Seller) DATE MAY 12/05
[Signature] (Witness)

The Undersigned Spouse of the Seller consents to the amendment's hereinbefore set out.
[Signature] (Spouse) DATE _____
[Signature] (Witness)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment To Agreement and I authorize the Agent to forward a copy to my solicitor.
[Signature] DATE MAY 10/05
[Signature] (Solicitor) DATE _____
Address: _____ Tel. No. _____
Seller's Solicitor: _____
Address: _____ Tel. No. _____

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

510.1 7. 1...-21 19052 & FAX BAY W TO 9. 713-3445 [Signature]

ORCA Agreement of Purchase and Sale

Form 100
As set by the Department of Consumer Services

BUYER: I, John Roberts in Trust, agree to purchase from Seller the following **REAL PROPERTY**:
 Address: 11 South Street located on the North side of South St.
 in the town of Whitehall, Strafford Co.
 and having a frontage of 20 feet more or less by a depth of 30 feet more or less and being described as PLAT 1108-1-10 Whitehall, Strafford Co.
 Whitehall, Strafford Co.

CONSIDERATION: I, John Roberts in Trust hereby agree to pay for the above described property Four Thousand Dollars in cash.
 by negotiable checks payable to Rodney Orange Banks LLC to be held in escrow until the closing of the transaction of this Agreement and to be released to the Purchaser upon completion.
 Buyer agrees to pay for interest on money paid out in Schedule A attached.

SCHEDULE A: Attached hereto (being part of this Agreement)

1. **CONTRACT CONTAINS:** None **FINISHED** **Star**

2. **FIXTURES INCLUDED:** None

3. **APPROVALS:** The following equipment is not included in the purchase price. The Buyer agrees to execute the usual contracts of ownership: **N/A** **Star**

4. **REPRESENTATIONS:** The Offer shall be made by Seller on the 18th day of April 2015, after which time, if not accepted, the Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

5. **CLOSING DATE:** The Agreement shall be completed by no later than 5:00 p.m. on the 22nd day of July 2015. Upon completion, vacant possession of the property shall be given to the Buyer under the terms provided for in this Agreement.

6. **RESPONSIBILITIES:** Seller hereby appoints the listing broker as agent for the purpose of giving and receiving notices pursuant to this Agreement. Seller shall be responsible for the expenses of giving and receiving notices pursuant to this Agreement. Any notice relating to this Agreement shall be in writing. The offer, any counter offer, notice of acceptance, deposit or any notice shall be deemed given and received, when transmitted electronically to the listing broker.

7. **BUYER'S OBLIGATIONS:** Buyer shall be bound until 5:00 p.m. on the 18th day of April 2015. Buyer shall be bound to complete the purchase of the property on the date of this Agreement or within the time period specified in this Agreement or any extension of time agreed upon in writing. Buyer shall be bound to complete the purchase of the property on the date of this Agreement or within the time period specified in this Agreement or any extension of time agreed upon in writing.

8. **WARRANTIES:** Seller warrants that he is the owner of the property and has the right to sell the property. Seller warrants that the property is free of all liens, mortgages, charges, claims, taxes, assessments, or other encumbrances, except as stated in this Agreement. Seller warrants that the property is free of all liens, mortgages, charges, claims, taxes, assessments, or other encumbrances, except as stated in this Agreement.

9. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the Buyer and Seller with respect to the purchase and sale of the property. There shall be no oral or written agreement, understanding, or arrangement between the Buyer and Seller with respect to the purchase and sale of the property that is not contained in this Agreement.

REMARKS: None **Star**

- 10. **TITLE:** Provided that the title to the property is found and free from all registered mortgages, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and except for (a) any registered mortgages or charges that go with the land provided that such are attached with (b) any registered mortgages or charges with publicly registered titles providing such have been completed with, or security has been provided to ensure completion and completion, on completion by a letter from the mortgagee or registered holder (c) any other mortgages for the purpose of clearing title or otherwise necessary to the property or adjacent property and (d) any mortgages, charges, liens or encumbrances, public utility liens, easements, rights, or other interests which do not adversely affect the interest of the property. If within the specified time referred to in paragraph 8 any valid objection to title or to any encumbrance with respect to the property arises, or to the fact the said property was not lawfully transferred, or that the public utility building was not lawfully acquired and if in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain clearance or any other interest which of fact is known to the Buyer and any mortgage, public utility lien or other interest of the Seller, and which Buyer will not waive, this Agreement and underlying any intermediate acts or obligations in respect of such objections, shall be null and void and all moneys paid shall be returned without interest or deduction and Seller, Buyer and Co-operating Broker shall not be liable for any costs or charges. Save as to any valid objection the words by which they are exempt for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. **CONVEYANCE AND REGISTRATION:** Where each of the Seller and Buyer wishes a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part 11 of the Land Registration System Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, R.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, necessary documents and other items (the "Required Documents") and the return thereof to the Seller and Buyer will (a) not occur at the time of the registration of the transaction (b) each other documents required to be registered in connection with the completion of the transaction and (c) be subject to conditions whereby the lawyer acting for the Buyer and Seller will be required to hold moneys in trust and not release same except in accordance with the terms of a disbursement agreement approved by the said lawyer, the terms of which in an unamended form are to be found in the Law Society of Upper Canada. Other conditions agreed to by the lawyers, such as exchange of the Required Documents will occur in the applicable local Title Office or such other location agreeable to both lawyers.
- 12. **DISBURSEMENT:** After the completion of the registration of the property, Seller shall not call for the production of any title deed, abstract, plan or other documents of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will exhibit any abstract or survey of the property which Seller is entitled to produce to Buyer on request and notes in the Register. If a mortgage or any Charge, Lien or other interest is a mortgage, lien or other interest pursuant to the Real Estate Commission Act (Ontario), Landlord and Tenant Act, Ontario Securities Act, Ontario Pension Act, Ontario Employment Act and which is not to be removed by Buyer on completion, in any event, in any event, in any event, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registered form and to register same, or obtain same by his registered, or their vehicle or responsible party of their other vehicles, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a mortgagee statement is not available, Seller shall provide a statement as directed by Seller setting out the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. **PROPERTY:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer Buyer shall be a binding agreement of purchase and sale between Buyer and Seller. This Buyer understands that the opportunity to inspect or enquire about the property is for Buyer's information only and does not constitute an offer or agreement to sell. Buyer shall not be entitled to sue for damages for breach of this Agreement or for any loss or expense incurred by Buyer in connection with this Agreement or for any loss or expense incurred by Buyer in connection with this Agreement.
- 14. **REPAIRS:** All buildings on the property and all other things being purchased shall be and remain well completed at the date of Seller. Having accepted, Buyer shall hold all buildings, fixtures, fittings and contents thereof in trust for the parties on both accounts and in the event of accidental damage, Buyer may either maintain this Agreement and have all repairs paid without interest or deduction or else take the proceeds of any insurance and complete the purchase. The insurance shall be evidenced on completion, if Seller is taking out a Charge, Lien or other interest in favour of a Charge, Lien or other interest, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 15. **PROVISIONS:** This Agreement shall be subject to covenants on record in the property title if Seller complies with the conditions stated in the provisions of the Planning Act by completion and Seller agrees to provide a copy of his agreement to obtain any necessary consent by completion.
- 16. **REPRESENTATIONS:** The Seller/Grantor shall save for the land transfer tax, the Seller, in payment of registration fees on the transfer of the property, shall be deemed to have accepted that Seller's statements contemplated by Section 146(2) of the Planning Act, R.S.O. 1990.
- 17. **REPRESENTATIONS:** Buyer shall be deemed to have accepted that Seller's statements contemplated by Section 146(2) of the Planning Act, R.S.O. 1990.
- 18. **ADDITIONAL:** Any other conditions, terms, covenants, restrictions, easements, rights and interests public or private utility charges and completed and of fact, an exception, shall be evidenced and attached to the day of completion, the day of completion shall be ascertained in the Register.
- 19. **WARRANTY:** This shall in all respects be of the same force and effect as if the Seller had signed or warranted of any matter provided for herein may be amended or changed by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. **WARRANTY:** Any words of condition or warranty herein may be made upon Seller or Buyer or their respective lawyers on the day of completion. Money may be advanced by bank draft or cheque payable to a Chartered Bank, Trust Company, Finance of Canada Savings Office, Credit Union or Credit Cooperative.
- 21. **BUYER'S LAWYER:** Seller warrants that special notice is not necessary to the Registrar under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has obtained the consent mentioned therein.
- 22. **WARRANTY:** Seller warrants and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be completed with building operating circumstances, and that to the best of Seller's knowledge no building on the property contains or has ever contained asbestos that creates environmental risks. This warranty shall survive and remain in effect on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 23. **CONVEYANCE:** The Buyer is hereby notified that a statement report, containing such specific personal information may be referred to in connection with this transaction.
- 24. **ASSUMPTION:** It is understood that the figures provided in the transaction represent the position as set out in the Confirmation of Representative Values.
- 25. **ASSUMPTION:** It is understood that the figures provided in the transaction represent the position as set out in the Confirmation of Representative Values and any provision in the standard printed form to the contrary shall be void and of no effect. The standard printed provisions in the context of such words or conditions. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, condition, agreement or condition, which shall be a part of this Agreement other than as expressed herein. For the purpose of this Agreement, Seller means Seller and Buyer means Buyer. This Agreement shall be void with all changes of gender or words required by the context.

NOTICE OF PARTIES

IR

NOTICE OF PARTIES

IR



Check Standard Form for use after when printing or reproducing the standard printed portion.

Signature

24. SUCCESSORS AND AGENTS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by this term herein.

DATED at Stouffville this 16th day of April, 2005

SIGNED, SEALED AND DELIVERED in the presence of

BY WITNESS whom I have hereunto set my hand and seal:

[Signature]

[Signature]

DATE APRIL 16, 2005
SEAL
DATE

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

DATED at TORONTO this 17th day of April, 2005

SIGNED, SEALED AND DELIVERED in the presence of

BY WITNESS whom I have hereunto set my hand and seal:

[Signature]

[Signature]

DATE APRIL 16/05
SEAL
DATE

SPECIAL COMMENT: The Undersigned Spouse of the Seller hereby consents to the disposition without further guarantee to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

WITNESSED

COMMENCEMENT OF PERFORMANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all obligations hereon and when met finally executed by all parties at 8:30 a.m. from this 19th day of April, 2005

COMMENCEMENT OF PERFORMANCE

Listing Broker: Reborn Choice Realty Tel No: 905-892-1211 Represents: Seller
Co-op/Buyer Broker: York Region Realty Inc. Tel No: 905-540-7629 Represents: Buyer

ACKNOWLEDGEMENT

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

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

[Signature] DATE APRIL 14/05

[Signature] DATE APRIL 14th, 2005

NAME _____ DATE _____

NAME _____ DATE _____

Address for Service _____

Address for Service _____

Seller's Lawyer _____

Buyer's Lawyer _____

Address _____

Address _____

TEL No. _____ FAX No. _____

TEL No. _____ FAX No. _____

FOR OFFICE USE ONLY
To: Cooperative Broker shown on the foregoing Agreement of Purchase and Sale.
In consideration for the Co-operating Broker's services in the foregoing Agreement of Purchase and Sale, I hereby declare that all monies retained or receivable by each in connection with the transaction are to be deposited in the MLS Fund and I authorize the Agent to forward a copy to my lawyer.
DATED as of the date and time of the completion of the foregoing Agreement of Purchase and Sale.
[Signature]
Signature of Listing Broker or authorized representative

6



Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

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

BUYER: Lloyd Klabella for Trust

SELLER: Audrey Jane Adams

for the purchase and sale of 30 South Road

town of Whitby - Scarborough

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

[Large section of text is heavily scribbled out with black ink.]

This Offer is conditional upon the [Buyer] obtaining at the [Buyer's] expense, a [no-occupancy] variance, to allow for the property on 30 South Rd. to be subdivided. Both Buyer and Seller agree to proceed in a diligent manner to acquire the no-occupancy variance. Unless the [Buyer] gives notice in writing delivered to the [Seller] not later than 10 p.m. on the [] day of [] 2005, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction.

*** 15 DAYS AFTER ACCEPTANCE OF THIS OFFER**

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

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

NUMBER OF COPIES: 12

FORMS OR SERVICES: [scribble]



Schedule *AB*
Agreement of Purchase and Sale

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

BUYER, Lloyd Rebello In Trust, and

SELLER, Audrey June Adams

for the purchase and sale of, 30 South Road
.....
town of Whitchurch-Stouffville

Buyer agrees to pay the balance as follows:

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

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

INITIALS OF BUYER(S):

LR

INITIALS OF SELLER(S):





BUYER: Lloyd Rehelle In Trust

SELLER: Audrey Inne Adams

Property: 30 South Rd.

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

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

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

However, the Listing Broker shall not disclose: That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller; That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer; The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice; The price the Buyer should offer or the price the Seller should accept; And; the Listing Broker shall not disclose to the Buyer the terms of any other offer.

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

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

- [] The commission as indicated in the MLS information for the property or, if not an MLS listing, a commission of.....

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

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

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

- [] The commission as indicated in the MLS information for the property or, if not an MLS listing, a commission of.....

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

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

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

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

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

LISTING SIDE

Company REMAX OMEGA
Agent 1 ADAM COX
Agent 2 4-805-7778
Commission% 2 1/2 + GST
Co. Address _____

Ph. () _____

Fax () _____

Referral Broker _____

Address _____

Details of Referral Split Regular

SELLING SIDE

Company York Region Realty
Agent 1 MAGGIE MacDONALD
Agent 2 _____
Commission% 2 1/2 % + GST
Co. Address _____

Ph. (905) 640-7653

Fax (905) 642-6423

Referral Broker _____

Address 210 Connor DR

STOUFFVILLE

Property Address 30 South Rd Gormley Town/City LOHIGO

Sale Price \$ 1,189,000 Acceptance Date MAY 25/05 Closing Date SEPT 29/05

Cond: on FINALIZED Cond til: _____

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

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

Term Deposit Y/N SIN# _____ See note at bottom of page
PAID 5000.00 A FURTHER DEPOSIT IS DUE (NON-REFUND) JUNE 30/05

SELLER INFORMATION

Name ED ADAMS
Address 16 STOREY CR ETOBICOKE

Phone (416) 622-6853

Solicitor WILSON & ASSOC DOUG WILSON

Firm 22 BROCK ST E UXBRIDGE

Address 69 P 1P1

-852-3353 Bus ~~STOUBROKE~~ 852-5120 ^{Fx}

Ph. (416) 622-6853

Fax () SAME

BUYER INFORMATION

Name LLOYD Robello
Address _____

Phone () _____

Solicitor William H Fysh

Firm _____

Address 171 MAIN ST. S. UNIT 7

NEWMARKET

Ph. (905) 898-7331

Fax (905) 853-9382

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

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS



Public Trust in the
Real Estate Marketplace
March 22, 2006

**Real Estate Council
of Ontario**

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

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

SENT VIA FACSIMILE: 905-640-0889

Maggie MacDonald
Sutton Group – Town and Country Realty Ltd.
6209 Main Street
Stouffville, Ontario
L4A 4H8

Dear Ms. MacDonald:

RE: York Region Realty Inc.


I have received materials from Re/Max Omega Realty (1988) Ltd. These relate to a transaction recorded on the Trade Record Sheet as 30 South Road, Whitchurch/Stouffville. This was a property owned by Audrey Adams and purchased by Helen and Sabrina Alevrids.

The purchase price was \$169,000.00 and the deal closed on January 16, 2006. The commission amount owed to York Region Realty Inc. (and not to you) totals apparently an amount of \$4,520.75. Whatever your percentage was on transaction would be determined with your contract with York Region Realty Inc.

Unfortunately, because of the receivership order, these amounts cannot be paid over to you in the normal course of events. As you are aware, under the *Real Estate and Business Brokers Act*, commissions are earned by the broker of record (York Region Realty Inc.) and not the salesperson involved. As a result, I am going to recommend to Mr. Dobson (principal broker Re/Max Omega Realty (1988) Ltd.) that the commission be payable to the receiver appointed in this matter.

As you can see by the other correspondence with respect to this matter, that is what I have suggested and I would ask that Mr. Dobson deal directly with the receiver or forward a cheque for the cooperating portion of the amount to the Real Estate Council of Ontario so it can forward it on to the receivership. Perhaps you could confirm the cooperating position of the commission.

Yours very truly,
REAL ESTATE COUNCIL OF ONTARIO


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

cc: Lou Dobson
Emily Atkinson
Lincoln Caylor



Public Trust in the
Real Estate Marketplace
March 22, 2006

**Real Estate Council
of Ontario**

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

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

SENT VIA FACSIMILE: 905-898-7345

Lu Dobson
Re/Max Omega Realty (1988) Ltd.
1140 Stellar Drive
Newmarket, Ontario
L3Y 7B7

Dear Mr. Dobson:

RE: York Region Realty Inc.

Thank you for your letter of March 6, 2006.

As you may be aware, there is both a class action proceeding and a receivership dealing with the fallout from the misappropriations of funds by York Region Realty Inc.

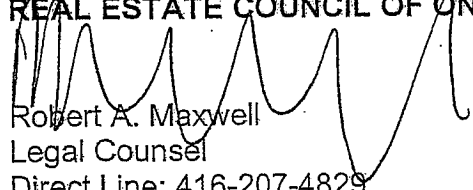
I believe that unfortunately for Maggie MacDonald, her recourse would be through two sources: insurance for lost commissions and (or) reimbursement through the receivership.

On the bright side, I would ask that you hold the money in trust until such time as the receiver or RECO gets a hold of you with respect to the amount outstanding in your trust account and where that money ought to be paid.

I am going to be sending a copy of the materials to the trustee. You ought to be hearing from legal counsel to the trustee with respect to this matter.

Should you have any questions or comments, please feel free to contact the undersigned at any time.

Yours very truly,
REAL ESTATE COUNCIL OF ONTARIO



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

cc: Emily Atkinson
Lincoln Caylor
Maggie MacDonald

**EXHIBIT "F" TO THE AFFIDAVIT
OF M. JOANNE MACMILLAN
SWORN MARCH 31, 2006**

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

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

March 31, 2006

Via E-Mail robert@reco.on.ca

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

Mr. Maxwell

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

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

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

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

1. in respect of the sale of 23 Lakeview Avenue, Preston Lake the amount of \$15,087.00 be paid to the receiver;
2. in respect of the sale of 57 Blackthorn Drive, Vaughn, the amount of \$6962.50 be paid to the receiver;

This is Exhibit.....^F.....referred to in the
affidavit of...M. Joanne MacMillan.....
sworn before me, this...31st.....
day of...March.....2006.....


A COMMISSIONER FOR TAKING AFFIDAVITS

E. Atkinson

March 31, 2006

Page Two

3. in respect of the sale of 5 Magnotta Drive, Markham, the amount of \$6,216.70 be paid to the receiver; and
4. in respect of the sale of 39 Lakeview Avenue, Preston Lake, the amount of \$10,338.61 be paid to the receiver.

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

Yours truly,

Bennett Jones LLP

BENNETT JONES LLP

cc: M.J. Quilling
M. MacDonald

DMSTORLegal\056445\00001\399941v1

Udayan Pandya
Plaintiff

v.

Courtney Wallis Simpson et al.
Defendants

Court File No.: 05-CL-6159

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

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

Proceeding commenced at Toronto

AFFIDAVIT OF
M. JOANNE MacMILLAN

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

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