

Court File No.: 32-2783327 and 32-2783328  
Estate File Nos.: 32-2783327 and 32-2783328

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY, an individual residing in the  
Town of Ancaster in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION, a corporation established  
under the laws of the Province of Ontario and carrying on business  
in the City of Toronto in the Province of Ontario

**MOTION RECORD**  
**(RETURNABLE MARCH 6, 2023)**

February 10, 2023

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**I N D E X**

<b>Tab</b>	<b>Description</b>
1.	Notice of Motion, returnable March 6, 2023
2.	Second Report of the Trustee dated February 6, 2023
<b>Exhibits</b>	
A	Receivership Order and Endorsement of Justice Conway dated November 8, 2021
B	First Report dated August 12, 2022 (without appendices)
C	Endorsement of Justice Osborne dated August 18, 2022
D	Parcel Register dated January 12, 2022 in respect of the Unit 9 Property
E	Corporate search results dated December 10, 2022 in respect of ElaineCo.
F	Letter to Elaine McSevney dated January 13, 2022 and the Notice of Examination
G	Email from Trustee's counsel to Elaine McSevney and a copy of the Document Brief
H	Email chain between Trustee's counsel and Elaine McSevney dated January 18, 2022
I	Certificate of Non-Attendance dated January 19, 2022 in respect of Ms. McSevney
3.	Draft Order

# TAB 1

Court File No.: 32-2783327 and 32-2783328  
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**SUPERIOR COURT OF JUSTICE**  
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**NOTICE OF MOTION**  
**(Returnable March 6, 2023)**

The Moving Party, BDO Canada Limited (“**BDO**”) in its capacity as Trustee in Bankruptcy (in such capacity, the “**Trustee**”) of Altmort Mortgage Investment Corporation (“**Altmort**”) and Ian Ross McSevney (“**McSevney**”), will make a motion to a Judge presiding over the Commercial List on March 6, 2023 at 12:00 p.m. or as soon after that time as the Motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard by video-conference at the following location:

[Zoom link to be uploaded on Caselines.](#)

**THE MOTION IS FOR:**

1. An Order substantially in the form of the draft Order attached a Tab “3” to this Motion Record, among other things:

- (a) Abridging the time for and validating service of this motion and Motion Record, and declaring that the motion is properly returnable on March 6, 2023 and dispensing with service of this Motion Record on any other party other than those served;
  - (b) Declaring that the sale of the Unit 9 Property (as defined below) on August 4, 2020 by McSevney to 12195585 Canada Inc. (“**ElaineCo**”), a corporation owned and controlled by his sister, Elaine McSevney, was a “transfer at undervalue” as contemplated in section 96 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “**BIA**”);
  - (c) Declaring that Elaine McSevney was a person privy to the transfer at undervalue; and
  - (d) Directing ElaineCo and Elaine McSevney to pay to the Trustee an amount equal to the difference between the value of the Unit 9 Property and the amount of the purchase price that was paid by ElaineCo.
2. Such further and other relief as counsel may advise and this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

1. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated November 8, 2021 (the “**Receivership Order**”), BDO was appointed as Receiver of Ian McSevney, Altmore, Altmore Capital Inc. (“**ACI**”), Independent Mortgage Advisors Inc. (“**IMAI**”) pursuant to section 248(1) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as

amended (the “**OBCA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”);

2. McSevney is the sole guiding mind behind Altmore and its affiliates;

3. Altmore claimed to operate as a mortgage investment corporation, and solicited several millions of dollars in investment capital from investors ostensibly for the purpose of investing in a portfolio of mortgages;

4. Due to an almost complete absence of business records it has been extremely challenging to accurately quantify the total amount of such investments as well as the use of funds, but it appears that gross investments in Altmore totaled between \$4.53 and \$6.26 million;

5. Pursuant to the Receivership Order, the Receiver was authorized to make bankruptcy assignments in respect of any of Altmore, ACI, IMAI and McSevney (collectively, the “**Receivership Debtors**”);

6. On November 18, 2021 (the “**Bankruptcy Date**”), the Receiver commenced the bankruptcy proceedings (the “**Bankruptcy Proceedings**”) by filing assignments in bankruptcy in respect of Altmore and Ian McSevney (together, the “**Bankrupts**”), and BDO was appointed as Trustee;

7. The Trustee is not aware of any significant asset of Ian McSevney other than his interest in a residence located at Unit 17 – 81 Valridge Drive, Ancaster, Ontario (the “**Unit 17 Property**”), registered in the names of Ian McSevney and his spouse, Christie Ward-McSevney;



8. In mid-December 2021, the Receiver learned that McSevney and his spouse did not reside in the Unit 17 Property and that the Unit 17 Property had a third-party tenant residing in it;

9. The Unit 17 Property was vacated by the tenant as of February 2, 2022, and the Trustee subsequently completed a sale of the Unit 17 Property;

10. In the course of its inquiries into the Unit 17 Property, the Trustee also learned that McSevney had in fact been residing in Unit 9 at 81 Valridge Drive (the “**Unit 9 Property**”), but had moved out in or about early December 2021;

11. The Unit 9 Property was owned by 12195585 Canada Inc. (“**12195585**”), a corporation controlled by Ian McSevney’s sister, Elaine McSevney;

12. The Parcel Register in respect of the Unit 9 Property indicates that McSevney sold the Unit 9 Property to 12195585 for \$530,000 on August 4, 2020;

13. On Monday January 24, 2022 the Trustee examined Elaine McSevney pursuant to section 163(1) of the BIA. Elaine McSevney did not produce the documents requested in the Notice of Examination. She did undertake to do so but has thus far failed to fulfill these undertakings despite requests from the Trustee that she do so;

14. During her examination, Elaine McSevney stated under oath that ElaineCo purchased the Unit 9 Property for a purchase price in the amount of \$530,000;

15. In fact, ElaineCo only paid an aggregate amount of approximately \$398,469.10 (the “**ElaineCo Purchase Price**”) for its purchase of the Unit 9 Property (the “**ElaineCo Purchase**”),

composed of amounts used to repay two outstanding mortgages on the Unit 9 Property as well as property tax arrears and legal fees;

16. At the time of the ElaineCo Purchase, ElaineCo was not dealing with Ian McSevney at arm's length, and either:

(a) Ian McSevney was insolvent or was rendered insolvent by the ElaineCo Purchase;  
or

(b) Ian McSevney intended to defraud, defeat or delay one or more of his creditors;

17. Notwithstanding the sale, Ian McSevney continued to reside at the Unit 9 Property until the week prior to December 12, 2021;

18. 12195585 sold the Unit 9 Property to an unrelated third party on December 20, 2021 (the "**December 2021 Sale**") for a purchase price of \$700,000 (the "**December 2021 Sale Price**"), a difference of \$398,468.10 (the "**TUV Amount**") above the ElaineCo Purchase Price;

19. In acquiring the Unit 9 Property, ElaineCo accepted a transfer at undervalue in the amount of the TUV Amount and consequently must pay that amount to the Estate;

20. Elaine McSevney was privy to the ElaineCo Purchase and consequently must pay the TUV Amount to the Estate;

21. Such further and other grounds as are set out in the Second Report of the Trustee dated February 6, 2023;

22. The BIA, as amended, including section 96 thereof in particular;

23. The *Rules of Civil Procedure*, R.R.O. 1990, Reg.194, as amended; and

24. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

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

1. The Second Report of the Trustee dated February 6, 2023; and
2. Such further evidence as the lawyers may advise and this Honourable Court may permit.

**FEBRUARY 10, 2023**

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IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY

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AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY & INSOLVENCY)**

Proceeding commenced at Toronto

**NOTICE OF MOTION**  
**(Returnable March 6, 2023)**

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# TAB 2

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**SECOND REPORT OF BDO CANADA LIMITED,  
IN ITS CAPACITY AS TRUSTEE**

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**SECOND REPORT OF BDO CANADA LIMITED,**  
**IN ITS CAPACITY AS TRUSTEE**

**I. INTRODUCTION**

1. Pursuant to the Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated November 8, 2021 (the “**Receivership Order**”), BDO Canada Limited (“**BDO**”) was appointed as receiver (in such capacity, the “**Receiver**”) over Altmore Mortgage Investment Corporation (“**Altmore**”), Altmore Capital Inc. (“**ACI**”), Independent Mortgage Advisors Inc. (“**IMAI**”) and Ian Ross McSevney (“**McSevney**”) (collectively, the “**Receivership Debtors**”) pursuant to section 248(1) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended (the “**OBCA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”). Copies of the Receivership Order and Endorsement of Justice Conway dated November 8, 2021 commencing the receivership proceeding (the “**Receivership Proceeding**”) are attached hereto as **Appendix “A”**.

2. Pursuant to the Receivership Order, the Receiver was authorized to make bankruptcy assignments in respect of any of the Receivership Debtors.

3. On November 18, 2021 (the “**Bankruptcy Date**”), the Receiver commenced the bankruptcy proceedings (the “**Bankruptcy Proceedings**”) by filing assignments in bankruptcy in respect of Altmore and McSevney (together, the “**Bankrupts**”) in accordance with the *Bankruptcy and Insolvency Act* (the “**BIA**”). The Receiver remains in place notwithstanding its appointment as Trustee of Altmore and McSevney. The Receiver has brought a motion to the Court returnable February 7, 2023 seeking, among other things, the Receiver’s discharge in these proceedings.

4. There is considerable overlap between the Receivership Proceedings and the Bankruptcy Proceedings. As such, for the purpose of describing the conduct, activities, findings and other information in this Second Report the term “Trustee” also includes the Receiver unless the context requires otherwise.

## **II. PURPOSE OF REPORT**

5. This Second Report (the “**Second Report**”) has been filed in support of a Motion for, among other things, an Order: (i) declaring that the sale of the Unit 9 Property (as defined below) on August 4, 2020 by McSevney to 12195585 Canada Inc. (“**ElaineCo**”), a corporation owned and controlled by McSevney’s sister, Elaine McSevney, was a “transfer at undervalue” as contemplated in section 96 of the BIA, and (ii) directing ElaineCo and Elaine McSevney to pay to the Trustee an amount equal to the difference between the value of the Unit 9 Property and the amount ElaineCo actually paid McSevney for it.

6. For the purposes of this Second Report, all references to the singular herein shall include the plural, and the plural shall include the singular. Unless otherwise stated, all references to dollars shall be in Canadian dollars.

**A. Order Sought**

7. The Trustee files this Second Report in support of its motion for an order, among other things:

- (a) Declaring that the sale of the Unit 9 Property on August 4, 2020 by McSevney to ElaineCo was a “transfer at undervalue” as contemplated in section 96 of the BIA;
- (b) Declaring that Elaine McSevney was a person privy to the transfer at undervalue;
- (c) Directing ElaineCo and Elaine McSevney to pay to the Trustee an amount equal to the difference between value of the Unit 9 Property and the amount of the purchase price that was paid by ElaineCo; and
- (d) Such further relief as this Court deems appropriate.

**III. TERMS OF REFERENCE**

8. In preparing this Second Report and making the comments herein the Trustee has, where applicable, relied upon information prepared or provided by third-party sources (collectively, the “**Information**”). Certain of the information contained in this Second Report may refer to, or is based on, the Information. As the Information has been provided by third parties or has been obtained from documents filed with the Court in this matter, the Trustee has relied on the Information and, to the extent possible, has reviewed the Information for reasonableness.

However, the Trustee has neither audited nor otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook and accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.

9. Unless otherwise indicated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

#### **IV. BACKGROUND TO THE PROCEEDINGS**

10. On August 12, 2022, the Trustee filed its first report (the “**First Report**”) in the Bankruptcy Proceedings. A comprehensive procedural history of the Receivership Proceeding and the Bankruptcy Proceedings can be found in the First Report, attached hereto, without appendices, as **Appendix “B”**.

11. A summary of the key milestones in the Receivership Proceeding and Bankruptcy Proceedings follows:

- (a) The Receiver has not yet been discharged in the Receivership Proceedings and is bringing a motion, returnable February 7, 2023, to obtain its discharge;
- (b) The Trustee has not been discharged in either of the Altmore and McSevney bankruptcies;
- (c) McSevney remains an undischarged bankrupt at this time as his application for discharge was adjourned sine die to allow the Receivership Proceeding to conclude;

- (d) McSevney was convicted of contempt pursuant to an Order of Justice Cavanagh dated April 11, 2022 for being in breach of the Receivership Order;
- (e) The Trustee sold Unit 17, 81 Valridge Drive, Ancaster (the “**Unit 17 Property**”) on April 7, 2022. As reported in the First Report, Christie Ward-McSevney (“**Ms. Ward-McSevney**”), McSevney’s estranged spouse, has an interest in the Unit 17 Property.

12. The First Report was issued by the Trustee in support of its motion heard on August 18, 2022 for an Order:

- (a) Approving the activities and conduct of the Trustee as outlined therein;
- (b) Authorizing the Trustee to make a distribution to Ms. Ward-McSevney in respect of the sale of the Unit 17 Property; and
- (c) Substantively consolidating the Bankruptcy Estates of McSevney and Altmore.

13. Prior to the hearing on August 18, 2022, it was resolved between the Trustee and Ms. Ward-McSevney that the Trustee would issue an interim payment of \$49,087.60 to Ms. Ward-McSevney and that the parties would work cooperatively and collaboratively to resolving other issues on consent, with the balance of relief adjourned to a future date. The endorsement of Justice Osborne dated August 18, 2022 is attached hereto as **Appendix “C”**.

## **V. ACTIVITIES OF THE TRUSTEE**

14. Since the issuance of the First Report, the Trustee has engaged in the following activities:

- (a) Issued payment to Ms. Ward-McSevney in the amount of \$49,087.60 in respect of her interest in the Unit 17 Property;
- (b) Attempted to continue discussions with Ms. Ward-McSevney with a view to obtaining agreement on the amount owed to her in respect of the sale of the Unit 17 Property. These discussions are currently ongoing;
- (c) Accepted the resignation of the sole inspector in both bankruptcy estates, Mark Amello. Mr. Amello resigned as inspector on December 15, 2022, by email; and
- (d) Investigated the transactions involving the Unit 9 Property, as detailed below.

## **VI. UNIT 9 PROPERTY**

15. In the course of learning that a third-party tenant resided at the Unit 17 Property, the Trustee also learned that McSevney had in fact been residing in Unit 9 at 81 Valridge Drive (the “**Unit 9 Property**”) but had moved out in or about early December of 2021.

16. The Trustee conducted a search in respect of the Unit 9 Property and learned that it was owned by ElaineCo, a corporation controlled by Elaine McSevney, whom the Trustee understands is McSevney’s sister. Attached hereto as **Appendices “D”** and **“E”**, respectively, are copies of a Parcel Register dated January 12, 2022 in respect of the Unit 9 Property (the “**Unit 9 Parcel Register**”) and corporate search results dated December 10, 2022 in respect of ElaineCo.

17. The Unit 9 Parcel Register indicates that McSevney acquired the Unit 9 Property on November 1, 2016 and sold it to ElaineCo for \$530,000 on August 4, 2020. As noted above, the

Trustee understands that, notwithstanding the sale, McSevney continued to reside at the Unit 9 Property until the week prior to December 12, 2021.

18. The Unit 9 Parcel Register indicates that ElaineCo sold the Unit 9 Property to Nathan Andrews and Vera Andrews on December 20, 2021 for a purchase price of \$700,000 (the “**December 2021 Sale**”).

## **VII. EXAMINATION OF ELAINE MCSEVNEY**

19. For various reasons including the fact that McSevney had continued to live in the Unit 9 Property following its sale to ElaineCo in August 2020 as well as the sharp increase in value in a little over a year (suggesting a below market value sale of the Unit 9 Property to ElaineCo), the Receiver was concerned that McSevney had retained some form of interest in the Unit 9 Property that survived the sale to ElaineCo and thus had an interest in the proceeds of the December 2021 Sale.

20. By letter from its counsel dated January 13, 2022 (delivered by email), the Receiver advised Elaine McSevney of its concerns and requested that she, among other things: (i) deliver any Records to the Receiver; and (ii) freeze any proceeds of the sale of the Unit 9 Property in which Ian McSevney has an interest.

21. The Receiver’s letter to Elaine McSevney dated January 13, 2022 enclosed a Notice of Examination from the Trustee, requiring that Elaine McSevney attend an examination pursuant to section 163(1) of the BIA on January 20, 2022. Copies of the letter and Notice of Examination are attached hereto as **Appendix “F”**.



22. By email dated January 18, 2022, counsel to the Trustee delivered to Elaine McSevney a brief of documents upon which it intended to rely at her examination. A copy of the email from Trustee’s counsel to Elaine McSevney and the document brief are attached hereto as **Appendix “G”**.

23. During the evening of January 18, 2022, Elaine McSevney sent an email to the Trustee’s counsel suggesting that she had until that time been unaware of the examination and would not attend. The Trustee’s counsel advised that it would attend and obtain a Certificate of Non-Attendance in the event Elaine McSevney failed to attend. A copy of the email chain between Trustee’s counsel and Elaine McSevney dated January 18, 2022 is attached hereto as **Appendix “H”**.

24. On January 19, 2022, Elaine McSevney failed to attend the examination. A copy of the Certificate of Non-Attendance dated January 19, 2022 in respect of Ms. McSevney is attached hereto as **Appendix “I”**. However, on January 20, 2022, Elaine McSevney confirmed that she would attend an examination on Monday January 24, 2022 at 2:00 pm. The Trustee delivered a revised Notice of Examination for that date.

25. On Monday January 24, 2022 the Trustee examined Elaine McSevney pursuant to section 163(1) of the BIA. Elaine McSevney did not produce the documents requested in the Notice of Examination. She did undertake to do so but, despite repeated requests and follow-ups from the Trustee throughout 2022, has thus far failed to fulfill these undertakings.

26. During her examination, Elaine McSevney stated under oath that ElaineCo purchased the Unit 9 Property for a purchase price in the amount of \$530,000.

## VIII. UNIT 9 PROPERTY TRANSFER AT UNDER VALUE

27. Based on the Trustee's review of information provided, ElaineCo appears to have only paid an aggregate amount of approximately \$398,469.10 (the "**ElaineCo Purchase Price**") for its purchase of the Unit 9 Property (the "**ElaineCo Purchase**"), composed of amounts used to pay an outstanding mortgage on the property as well as property tax arrears and legal fees. This was confirmed by Mr. William Alexander Kyle of the law firm Kyle & Associates, the solicitor who acted for both McSevney and Elaine McSevney in connection with the purchase and sale of the Unit 9 Property in August of 2020 (including, among other things, preparing the direction of funds in connection the transaction).

28. Notwithstanding the sale of the Unit 9 Property to ElaineCo, McSevney continued to reside at the Unit 9 Property through early December 2021.

29. ElaineCo sold the Unit 9 Property to an unrelated third party on December 20, 2021 (the "**December 2021 Sale**") for a purchase price of \$700,000 (the "**December 2021 Sale Pale**"), a difference of \$301,530.90 (the "**TUV Amount**") above the ElaineCo Purchase Price.

## IX. CONCLUSION

30. The Trustee seeks an Order, among other things:

- (a) Declaring that the sale of the Unit 9 Property on August 4, 2020 by McSevney to ElaineCo was a "transfer at undervalue" as contemplated in section 96 of the BIA;
- (b) Declaring that Elaine McSevney was a person privy to the transfer at undervalue;

- (c) Directing ElaineCo and Elaine McSevney to pay to the Trustee an amount equal to the TUV Amount; and
- (d) Such further direction as the Court considers appropriate.

All of which is respectfully submitted at Toronto, Ontario this 6<sup>th</sup> day of February, 2023.

**BDO CANADA LIMITED,  
in its capacity as Trustee of the estates of  
Altmore Mortgage Investment Corporation and  
Ian Ross McSevney, bankrupts,  
and not in its personal capacity**



---

**Clark Lonergan, CPA, CA, CIRP, LIT  
Senior Vice-President**

# APPENDIX A

## Garrafa, Shallon

---

**From:** Conway, Madam Justice Barbara (SCJ) <Barbara.Conway@scj-csj.ca>  
**Sent:** Monday, November 8, 2021 11:03 AM  
**To:** Faheim, Monica; JUS-G-MAG-CSD-Toronto-SCJ Commercial List  
**Cc:** Azeff, Gregory; Michael@carlsonkociper.com; pcrawley@bdo.ca; luzejimenez@gmail.com; clonergan@bdo.ca  
**Subject:** **[\*\*EXT\*\*]** RE: Monica Matta et al v. Altmore Mortgage Investment Corp. (Court File No. CV-21-00662471-00CL)  
**Attachments:** 58120127\_1\_Counsel Slip (November 8 2021) .DOC; 58120361\_1\_Draft Order (Re-Appointment of BDO)(November 8, 2021) .pdf  
**Importance:** High

This motion proceeded before me today by Zoom. Counsel slip is attached.

The Applicants seek the re-appointment of BDO Canada Limited as investigative receiver of Altmore, ACI, IMAI and Ian McSevney. BDO consents to the reappointment. It had been the investigative receiver before but was discharged as there were insufficient funds to continue its mandate – there are now sufficient funds to do so.

All parties have been served. The respondents have not filed any material or attended today. The motion is unopposed. I have no difficulty granting the requested order.

Order to go as signed by me and attached to this email endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.



Superior Court of Justice (Toronto)

---

**From:** Faheim, Monica <mfaheim@millertthomson.com>  
**Sent:** November 8, 2021 10:55 AM  
**To:** JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>; Conway, Madam Justice Barbara (SCJ) <Barbara.Conway@scj-csj.ca>  
**Cc:** Azeff, Gregory <gazeff@millertthomson.com>; Michael@carlsonkociper.com; pcrawley@bdo.ca; luzejimenez@gmail.com; clonergan@bdo.ca  
**Subject:** Re: Monica Matta et al v. Altmore Mortgage Investment Corp. (Court File No. CV-21-00662471-00CL)

Your Honour,

Further to the hearing that just concluded, please find attached:

1. Counsel Slip,

2. Draft Order re-appointing BDO Canada LLP as Receiver in the above-noted matter (in both PDF and Word format), and
3. Affidavit of Service of Shallon Garrafa dated November 2<sup>nd</sup>, 2021.

Please let me know if you require anything further or have any questions.

Thank you,  
Monica

**MONICA FAHEIM**  
Associate

**Miller Thomson LLP**  
Scotia Plaza  
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[millerthomson.com](http://millerthomson.com)



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

THE HONOURABLE ) MONDAY, THE 8TH  
 )  
JUSTICE CONWAY ) DAY OF NOVEMBER, 2021

**MONICA MATTA and MARK AMELLO**

Applicants

-and-

**ALTMORE MORTGAGE INVESTMENT CORPORATION**

Respondent

*APPLICATION UNDER SECTION 248(3) OF THE BUSINESS CORPORATIONS ACT  
(ONTARIO) AND SECTION 101 OF THE COURTS OF JUSTICE ACT (ONTARIO)*

**ORDER  
(Re-appointing Receiver)**

THIS MOTION made by the Applicants for an Order pursuant to section 248(1) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended (the “**OBCA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as receiver (in such capacity, the “**Receiver**”) without security, over Altmortgage Investment Corporation (“**Altmort**”), Altmort Capital Inc. (“**ACT**”), Independent Mortgage Advisors Inc. (“**IMAI**”) and Ian Ross McSevney (“**McSevney**”), was heard this day at 330 University Avenue, Toronto, Ontario., was heard this day at 330 University Avenue, Toronto, Ontario.



ON READING the Affidavit of Monica Matta dated November 2, 2021 and the Exhibits thereto including the First Report of the Receiver dated June 7, 2021 (the “**First Report**”) and the Second Report of the Receiver dated June 9, 2021 (the “**Second Report**”) and on hearing the submissions of counsel for the Moving Parties and counsel to BDO, no one appearing for Altmore, ACI, IMAI and McSevney, although duly served as appears from the affidavit of service of Shallon Garrafa sworn November 2, 2021, and on reading the consent of BDO Canada Limited to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 248(3) of the OBCA and section 101 of the CJA, BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of Altmore, ACI, IMAI and McSevney (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, including property held by the Debtors in trust for any third party (collectively, the “**Property**”), for the purpose of investigating the Debtors’ business and affairs in accordance with the terms of this Order, and for greater certainty, shall not manage the business of the Debtors.

3. THIS COURT ORDERS that the Receiver shall not take possession of or exercise control over, and shall not be deemed to have taken possession of or to have exercised control over the

business or assets of the Debtors, including without limitation, the Property, without further Order of the Court.

## **RECEIVER'S POWERS**

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to enter into the Debtors' business premises during regular business hours and examine and make copies of any document or record, in paper and electronic format;
- (b) to have access to all electronic storage and record databases, including but not limited to, icloud, email inboxes, dropbox, and to examine and make copies of any document or record contained therein;
- (c) to review and investigate the books, records, and financial affairs in electronic form or otherwise, including without limitation, banking and investment records, of the Debtors;
- (d) to review and investigate all monies flowing in and out of the Debtors, including but not limited to, all receipts and disbursements, all accounts payable and receivable of the Debtors;

- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (g) to deliver notices of examination to and examine any person (including, without limitation, Ian McSevney and any other officer or director of the Debtors) under oath regarding the business and affairs of the Debtors; and
- (h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person, provided that nothing contained herein shall prevent the Debtors from retaining copies of the Records (as defined below) or proposing a resolution to the Debtors' stakeholders.

## **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request,

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

**DIRECTION REGARDING DISCLOSURE**

8. THIS COURT ORDERS that McSevney is hereby directed to provide the following to the Receiver forthwith, and in any event within three (3) days of the date of this Order:

- (a) An accounting of receipts and disbursements made by Altmore including, in particular, information related to transfers to Christie Briyer Ward-McSevney, Elaine McSevney and any other non-arm's length party;
- (b) A list of all mortgages or other investments in which any of the Debtors holds or previously held an interest, and any related documents in McSevney's possession or control;

- (c) A list of all investors in Altmore as well as contact information, amounts invested and copies of all related agreements and other documents; and
- (d) Any books and records of Altmore or any other Debtor in McSevney's possession or control.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO INTERFERENCE WITH THE RECEIVER**

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

#### **CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the

Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

13. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation,

enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

14. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

15. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect



of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

#### **SERVICE AND NOTICE**

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

19. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **BANKRUPTCY ASSIGNMENTS**

20. THIS COURT ORDERS that the Receiver be and it is hereby authorized (but for greater certainty not obligated), to make bankruptcy assignments in respect of any of Altmore, McSevney and any of the other Debtors.

21. THIS COURT ORDERS that McSevney be and he is hereby directed to assist and cooperate with the trustee in bankruptcy appointed in respect of McSevney, Altmore and any of the other Debtors, including in the preparation of the statement of affairs and other statutory documents.

#### **GENERAL**

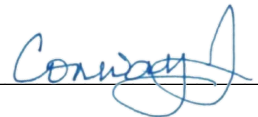
22. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

23. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

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

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

26. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

---

**MONICA MATTA and MARK  
AMELLO**

and

**ALTMORE MORTGAGE  
INVESTMENT CORP**

Applicants

Respondent

Court File No: CV-21-00662471-00CL

---

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

Proceedings commenced at Toronto

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**ORDER**  
**(Re-appointing Receiver)**

---

**CARLSON & KOCIPER**  
10 King Street East, 14th Floor  
Toronto, Ontario  
M5C 1C3

**Michael Carlson LSO#: 47325U**  
Email: Michael@carlsonkociper.com  
Tel: 647.244.5118

Lawyers for the Moving Parties

# APPENDIX B

Court File No.: 32-2783327 and 32-2783328  
Estate File Nos.: 32-2783327 and 32-2783328

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY & INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY, an individual residing in the  
Town of Ancaster in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION, a corporation established  
under the laws of the Province of Ontario and carrying on business  
in the City of Toronto in the Province of Ontario

**FIRST REPORT OF BDO CANADA LIMITED,**  
**IN ITS CAPACITY AS TRUSTEE**

**MILLER THOMSON LLP**  
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M5H 3S1, Canada

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Lawyers for the Trustee

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Court File No.: 32-2783327 and 32-2783328  
Estate File Nos.: 32-2783327 and 32-2783328

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY & INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY, an individual residing in the  
Town of Ancaster in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION, a corporation established  
under the laws of the Province of Ontario and carrying on business  
in the City of Toronto in the Province of Ontario

**FIRST REPORT OF BDO CANADA LIMITED,**  
**IN ITS CAPACITY AS TRUSTEE**

**I. INTRODUCTION**

1. Pursuant to the Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated November 8, 2021 (the “**Receivership Order**”), BDO Canada Limited (“**BDO**”) was appointed as receiver (in such capacity, the “**Receiver**”) over Altmore Mortgage Investment Corporation (“**Altmore**”), Altmore Capital Inc. (“**ACT**”), Independent Mortgage Advisors Inc. (“**IMAI**”) and Ian Ross McSevney (“**McSevney**”) (collectively, the “**Receivership Debtors**”) pursuant to section 248(1) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended (the “**OBCA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”). Copies of the Receivership Order and Endorsement of Justice Conway dated November 8, 2021 commencing the receivership proceeding (the “**Receivership Proceeding**”) are attached hereto as **Appendix “A”**.



2. Pursuant to the Receivership Order, the Receiver was authorized to make bankruptcy assignments in respect of any of the Receivership Debtors.

3. On November 18, 2021 (the “**Bankruptcy Date**”), the Receiver commenced the bankruptcy proceedings (the “**Bankruptcy Proceedings**”) by filing assignments in bankruptcy in respect of Altmore and McSevney (together, the “**Bankrupts**”). Attached hereto as **Appendices “B”** and “**C**”, respectively, are copies of the Certificates of Appointment issued by the Official Receiver (the “**OR**”) of the Office of the Superintendent of Bankruptcy Canada (the “**OSB**”) in respect of Altmore and McSevney.

4. On December 7, 2021, the first meeting of creditors (“**FMOC(s)**”) for Altmore and McSevney were held consecutively, and both were chaired by the OR. BDO was reaffirmed as trustee of the Bankrupts (the “**Trustee**”), the Trustee’s preliminary report was outlined to the creditors in attendance (substantially the same report in both proceedings), and Mark Amello was appointed as an inspector (the “**Inspector**”) in both estates. Mr. McSevney, the bankrupt and representative of Altmore, did not attend either of these meetings.

5. The Receiver remains in place notwithstanding its appointment as Trustee of Altmore and McSevney. There is considerable overlap between the activities of the Receiver in the Receivership Proceedings and the Trustee in the Bankruptcy Proceedings. As such, for the purpose of describing the conduct, activities, findings and other information in this First Report the term “Trustee” may also include the Receiver unless the context requires otherwise.

## **II. PURPOSE OF REPORT**

6. This first report of the Trustee (the “**First Report**”) has been filed to:

- (a) Provide an update to the Court of the Trustee’s activities; and
- (b) Provide support for a Motion for an Order(s):
  - (i) Approving the activities and conduct of the Trustee as disclosed in this First Report;
  - (ii) Authorizing the Trustee to make a distribution to Christie Ward-McSevney (“**Ms. Ward-McSevney**”) in respect of the proceeds of the sale of the jointly owned investment property located at Unit 17, 81 Valridge Drive, Ancaster, Ontario (the “**Unit 17 Property**”) net of certain amounts described herein;
  - (iii) Substantively consolidating the estates of McSevney and Altmore; and
  - (iv) Granting such further relief as this Court deems appropriate.

### **III. TERMS OF REFERENCE**

7. In preparing this First Report and making the comments herein the Trustee has, where applicable, relied upon information prepared or provided by third-party sources (collectively, the “**Information**”). Certain of the information contained in this First Report may refer to, or is based on, the Information. As the Information has been provided by third parties or has been obtained from documents filed with the Court in this matter, the Trustee has relied on the Information and, to the extent possible, has reviewed the Information for reasonableness. However, the Trustee has neither audited nor otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook and accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.

8. For the purposes of this First Report, all references to the singular herein shall include the plural, and the plural shall include the singular. Unless otherwise stated, all references to dollars shall be in Canadian dollars.

#### **IV. BACKGROUND TO THESE PROCEEDINGS**

##### **A. Altmore**

9. Altmore is a corporation incorporated pursuant to the OBCA on July 30, 2012. McSevney is the sole guiding mind behind Altmore and its affiliates.

10. Altmore claimed to operate as a mortgage investment corporation. Altmore solicited several millions of dollars in investment capital from investors ostensibly for the purpose of investing in a portfolio of mortgages. However, as set out below, the Receiver is not aware of any significant mortgage investments actually made by Altmore.

##### **B. Prior Appointment of Receiver**

11. By Application made by Monica Matta and Mark Amello (together, the “**Receivership Applicants**”) returnable May 25, 2021, BDO was initially appointed as Receiver in respect of Altmore for an initial period of 30 days pursuant to the Order of the Honourable Mr. Justice Dunphy dated May 25, 2021 (the “**Interim Receivership Order**”). A copy of the Interim Receivership Order is attached hereto as **Appendix “D”**.

##### **C. Expansion of Receivership**

12. As set out in the first report of the Receiver dated June 7, 2021 (the “**Receiver’s First Report**”), following its appointment, the Receiver reviewed statements in respect of Altmore’s bank account (the “**Altmore Account**”). The Altmore Account statements indicate a number of related party transactions including transfers to, and payments made for the benefit of, McSevney,

Christie Ward-McSevney, Elaine McSevney, ACI and IMAI. A copy of the Receiver's First Report is attached hereto (without appendices) as **Appendix "E"**.

13. Pursuant to the Order of the Honourable Mr. Justice Dunphy dated June 9, 2021 (the "**June 9<sup>th</sup> Order**") the Receiver's mandate was expanded to include McSevney, ACI and IMAI. A copy of the June 9<sup>th</sup> Order is attached hereto as **Appendix "F"**.

#### **D. Discharge of Receiver**

14. As set out in the second report of the Receiver dated June 23, 2021 (the "**Receiver's Second Report**"), McSevney failed to comply with his obligations under the Interim Receivership Order and the June 9<sup>th</sup> Order. In particular, he failed to provide any documentation related to the business of Altmore or any mortgage investments. A copy of the Receiver's Second Report is attached hereto (without appendices) as **Appendix "G"**.

15. Due to the lack of funding available to continue the receivership proceeding or any further investigations, pursuant to the Order of the Honourable Madam Justice Conway dated June 25, 2021 (the "**June 25<sup>th</sup> Order**"), the Receiver was discharged and was authorized to register a charge against the Unit 17 Property in order to secure the Receiver's and its legal counsel's unpaid fees and disbursements in the amount of approximately \$55,340 (the "**Receiver's Charge**"). The June 25<sup>th</sup> Order and the inherent Receiver's Charge was registered on title to the Unit 17 Property on June 28, 2021. A copy of the June 25<sup>th</sup> Order is attached hereto as **Appendix "H"**.

#### **E. Re-Appointment of Receiver**

16. Following the issuance of the June 25<sup>th</sup> Order, the Receivership Applicants secured funding to continue the investigation into the business and affairs of the Receivership Debtors and obtained

the Receivership Order re-appointing BDO as Receiver and authorizing it to make assignments in respect of any of the Receivership Debtors.

17. Pursuant to the Receivership Order, the Court specifically directed that McSevney: “...assist and cooperate with the trustee in bankruptcy... including in the preparation of the statement of affairs and other statutory documents.”

18. Due to the continued lack of participation or cooperation by the Receivership Debtors, on November 18, 2021 Altmore and McSevney were assigned into bankruptcy by the Receiver.

#### **F. Contempt Motion**

19. On January 26, 2022, the Receiver filed its third report (the “**Receiver’s Third Report**”) in the receivership proceedings advising the Court of McSevney’s continued lack of cooperation with the Receiver and seeking an order, *inter alia*, declaring McSevney to be in contempt of the Receivership Order. A copy of the Receiver’s Third Report (without appendices) is attached hereto as **Appendix “I”**.

20. Pursuant to the Order of the Honourable Mr. Justice Cavanagh dated April 11, 2022 (the “**Contempt Order**”) McSevney was declared to be in breach of the Receivership Order and in contempt of this Court. A copy of the Contempt Order is attached hereto as **Appendix “J”**.

#### **V. ACTIVITIES OF THE TRUSTEE**

21. Since the commencement of the Bankruptcy Proceedings, the Trustee has engaged in the following activities:

- (a) Continued its investigation into the business, affairs and assets of the Bankrupts;

- (b) Communicated with creditors of the Bankrupts including responding to a significant number of email and telephone inquiries;
- (c) Confirmed, with Inspector approval, the engagement of Miller Thomson LLP (“**Miller Thomson**”) as counsel to the Trustee;
- (d) Completed preparation and mailing of the Creditors Packages in respect of the Bankrupts;
- (e) Attended the FMOC in respect of the Bankrupts and presented its preliminary findings;
- (f) Communicated with the OSB including in connection with the Debtor Compliance Referral Program and examination preparation of McSevney in accordance with section 161 of the BIA;
- (g) Conducted four (4) meetings of the Inspectors in the Estates of the Bankrupts;
- (h) Had multiple meetings with investors/creditors of the Bankrupts and responded to numerous questions in respect of the same;
- (i) Made arrangements to have rental payments in respect of the Unit 17 Property delivered to the Trustee;
- (j) Reviewed potential transfers at undervalue and preference payments including, but not limited to, transactions involving the Unit 9 Property (as defined below) and its ownership;

- (k) Issued request for information letters to certain third parties that transacted with Altmore, and engaged in numerous follow up discussions with these third parties and in some circumstances issued collection letters for those third parties determined to owe amounts to the Altmore estate;
- (l) Obtained and reviewed up-to-date bank statements of known bank accounts of the Bankrupts;
- (m) Communicated with Tangerine Bank, first mortgagee of the Unit 17 Property;
- (n) Issued a formal request to Equitable Bank to freeze any bank account(s) of the Bankrupts and remit funds to the Trustee;
- (o) Examined McSevney, his sister, Elaine McSevney, and his counsel, Alex Kyle, under oath;
- (p) Obtained insurance with regards to the Unit 17 Property;
- (q) Obtained listing proposals, selected a listing agent and completed the sale of the Unit 17 Property;
- (r) Reviewed all information eventually provided by the Bankrupts and had discussions with the Bankrupts and their counsel re: the same; and
- (s) Reported to the OSB and filed an objection to the automatic discharge of McSevney that would otherwise have been granted on August 19, 2022.

## **VI. RESULTS OF TRUSTEE'S INVESTIGATION**

### **A. Efforts to Locate Property & Obtain Information**

22. As set out in the Receiver's Second Report, at the time of its discharge pursuant to the June 25<sup>th</sup> Order, the Receiver was not aware of any significant asset under administration other than the Unit 17 Property, registered in the names of Ian McSevney and his spouse, Christie Ward-McSevney. A copy of the Parcel Register dated January 21, 2022 in respect of the Unit 17 Property is attached as **Appendix "K"**.

### **B. Rental of Unit 17 Property**

23. On December 12, 2021, a representative of the Trustee attended the Unit 17 Property in an effort to locate McSevney. The Trustee's representative learned that McSevney and his spouse did not reside in the Unit 17 Property. In fact, the Unit 17 Property had a third-party tenant, Ms. Gilda Savelli, residing in it.

24. Ms. Savelli had been paying rent to McSevney. The Trustee made arrangements with her to have all future rents paid to the Trustee. Accordingly, Ms. Savelli promptly mailed three post-dated cheques to the Trustee.

25. Ms. Savelli also advised the Trustee that McSevney and Ms. Ward-McSevney had recently been living together in Unit 9, 81 Valridge Drive (the "**Unit 9 Property**"). However, McSevney and Ms. Ward-McSevney had recently moved out of the Unit 9 Property and the unit had recently been sold.

26. On January 18, 2022, Ms. Savelli advised the Trustee that she had secured new lodgings effective February 2, 2022 and would be vacating the Unit 17 Property on that date.



## **VII. SALE OF THE UNIT 17 PROPERTY**

### **A. Sale of Unit 17 Property**

27. McSevney's interest in the Unit 17 Property vested with the Trustee on the Bankruptcy Date.

28. The Trustee obtained the consent of Ms. Ward-McSevney to the marketing, listing and sale of the Unit 17 Property. Attached as **Appendix "L"** is a copy of a written consent from Ms. Ward-McSevney dated February 23, 2022.

29. In this regard, after obtaining two listing proposals the Trustee selected Royal Lepage Burloak Real Estate Services Brokerage as the listing agent in respect of the Unit 17 Property. A copy of the Listing Agreement dated February 28, 2022 in respect of the Unit 17 Property is attached as **Appendix "M"**.

30. Pursuant to an Agreement of Purchase and Sale dated March 8, 2022 (the "**Sale Agreement**"), the Unit 17 Property was sold to an unrelated third party for a purchase price in the amount of \$765,000. The proposed transaction was approved by the Inspector. A copy of the Sale Agreement in respect of the Unit 17 Property is attached as **Appendix "N"**.

31. Ms. Ward-McSevney was unable to engage counsel for the purpose of the sale of the Unit 17 Property. In order to facilitate the sale, Miller Thomson LLP agreed to act as counsel to Ms. Ward-McSevney for the sole purpose of closing the transaction.

32. The transaction contemplated in the Sale Agreement closed on April 7, 2022.

**B. Distribution to Ms. Ward-McSevney**

33. The Trustee holds the net sale proceeds of the Unit 17 Property in trust pending a determination as to, among other things, Ms. Ward-McSevney's entitlement.

34. The Trustee proposes to distribute the amount of \$49,087.60 to Ms. Ward-McSevney in full satisfaction of her claims in respect to the proceeds of the sale of the Unit 17 Property, in accordance with the following:

Estate of Ian Ross McSevney, a bankrupt			
17-81 Valridge Drive, Ancaster			
Statement of Funds			
Date of Closing: 07-Apr-22			
<i>(All amounts include H.S.T. where applicable)</i>			
Sale Price		\$ 765,000.00	Note 1
Less realtor commission:	4% \$ 30,600.00	- 34,578.00	Note 2
City of Hamilton - property taxes		- 1,227.50	Note 3
WCC No 323 - condominium fee arrears		- 1,595.70	Note 4
1st Mortgagee - Tangerine Bank		- 401,792.30	Note 5
2nd Charge - BDO Canada Limited		- 55,340.35	Note 6
Subtotal before professional fees		270,466.15	
	Trustee's fees	- 21,625.38	Note 7
	Trustee's legal fees	- 18,418.45	Note 8
Net Realization		<u>\$ 230,422.33</u>	A
Allocation:			
Christie Ward-McSevney	\$ 115,211.17		50% of A
	Affinity Global	- 16,123.57	Note 9
	Canaccord TFSA	- 50,000.00	Note 10
		<u>\$ 49,087.60</u>	
	C. Ward-McSevney portion	\$ 49,087.60	

Notes to Schedule

Note 1:	Sale price as per Sale Agreement
Note 2:	4% sale commission plus H.S.T.
Note 3:	As per Property Tax Certificate, includes property tax arrears
Note 4:	Amount confirmed with Property Manager
Note 5:	As per first mortgagee payout statement
Note 6:	Court approved Receiver's charge per June 25th Order
Note 7:	Specific fees of the Trustee attributable to taking possession of the Unit 17 Property, selecting a listing agent and closing the sale
Note 8:	Specific fees of the Trustee's legal counsel attributable to the sale of the Unit 17 Property
Note 9:	Small claims court judgement re: Canadian Tire Bank vs. C Ward-McSevney
Note 10:	Contribution to C.Ward-McSevney TFSA at Canaccord Genuity Mar 27, 2018 by Altmore

35. Ms. Ward-McSevney is not a bankrupt or a respondent in the Receivership Proceeding. However, it appears that the Trustee has potential claims against Ms. Ward-McSevney. In particular, as set out in the Second Report, the Receiver identified a payment made in March 2018 in the amount of \$50,000 from Altmore's bank account to a tax-free savings account (the "TFSA") at Canaccord Genuity in the name of Christie Ward-McSevney. The Trustee is not aware of any legitimate purpose for such transfer. Unfortunately, by January 31, 2019 all funds had been withdrawn from Ms. Ward-McSevney's TFSA. A copy of the TFSA statement is attached as **Appendix "O"**.

## **VIII. OTHER MATTERS**

### **A. Substantive Consolidation of Estates**

36. The Trustee seeks an Order that the bankruptcy estates of McSevney and Altmore be substantively consolidated.

37. The affairs of the Bankrupts as well as the Trustee's administration of their estates are inextricably intertwined. The overwhelming majority of Altmore's funds (including, in particular, investor contributions) were misappropriated by McSevney for personal use, and there is significant overlap between the creditor pools of the two Bankrupts. The affairs of the Bankrupts were conducted (and assets were intermingled) without regard for corporate identity or their separate juridical personalities, and due to the foregoing as well as the almost complete lack of corporate records, the allocation of value and claims between the Bankrupts would be unreasonably burdensome if at all possible.

38. In light of the above, it would be very difficult (if even possible) to accurately or fairly separate the Trustee's administration of the two estates and its investigation into the business and affairs of the Bankrupts.

39. Accordingly, the Trustee is of the view that substantive consolidation is fair, reasonable and appropriate in this case as, among other things: (i) the creditors of both estates would benefit from the resulting efficiency gains, and (ii) none of such creditors would be unfairly harmed by it.

## IX. CONCLUSION

40. The Trustee has prepared this First Report in support of the relief sought in its Notice of Motion returnable August 18, 2022, including an Order substantially in the form attached as Schedule “A” thereto, among other things:

- (a) Approving the activities and conduct of the Trustee as disclosed in this First Report;
- (b) Authorizing and directing the Trustee to pay to Ms. Ward-McSevney an amount of \$49,087.60 in full satisfaction of her entitlement, if any, to proceeds of sale of the Unit 17 Property;
- (c) Substantively consolidating the estates of McSevney and Altmore; and
- (d) Providing such further direction as the Court considers appropriate.

All of which is respectfully submitted at Toronto, Ontario this 12<sup>th</sup> day of August, 2022.

**BDO Canada Limited**  
**in its capacity as Trustee of the estates of**  
**Altmore Mortgage Investment Corporation and**  
**Ian Ross McSevney, Bankrupts,**  
**and not in its personal or corporate capacity**



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**Clark Lonergan, CPA, CA, CIRP, LIT**  
**Senior Vice -President**

IN THE MATTER OF THE BANKRUPTCY OF IAN ROSS MCSEVNEY  
IN THE MATTER OF THE BANKRUPTCY OF ALTMORE MORTGAGE INVESTMENT  
CORPORATION

Court File No.: 32-2783327 and 32-2783328  
Estate File Nos.: 32-2783327 and 32-2783328

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY & INSOLVENCY)**

Proceeding commenced at Toronto

**FIRST REPORT OF THE TRUSTEE  
(AUGUST 12, 2022)**

**MILLER THOMSON LLP**

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Tel: 416.595.2652/Fax: 416.595.8695

Lawyers for the Trustee

# APPENDIX C



SUPERIOR COURT OF JUSTICE

**COUNSEL SLIP/ENDORSEMENT**

COURT FILE NO.: CV-21-00662471-00CL DATE: 18 August 2022

NO. ON LIST: 5

TITLE OF PROCEEDING: MATTA / McSEVNEY / ALTMORE

BEFORE JUSTICE: OSBORNE

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
M. Danish Shah Jonathan Marler	Christine War-McSeveney Ian Ross McSeveney	dshah@marler.ca jmarler@marler.ca

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
Gregory Azeff and Monica Faheim	For the Trustee, BDO Canada LLP	gazeff@millerthomson.com

**ENDORSEMENT OF JUSTICE OSBORNE:**

1. BDO, in its capacity as Trustee in Bankruptcy of Altmore and Ian McSevney, brings this motion for various relief including approval of the activities and conduct of the Trustee as set out in the First Report, substantively consolidating the two bankruptcy estates, and authorizing the Trustee to make a distribution.
2. The matter today proceeds on consent. The parties have agreed that the Trustee will distribute the amount of \$49,087.60 to Ms. Ward-McSevney without prejudice to the rights of all parties with respect to the remaining issues.



3. The parties are working cooperatively and collaboratively with a view to resolving the other issues and on consent, the balance of the relief originally sought today is adjourned to a date to be fixed on the request of the parties by the Commercial List Office. It is hoped that this adjournment will permit the parties a brief opportunity to resolve the matters such that the further relief sought can proceed on consent.

O'Shea, J.

# APPENDIX D

LAND  
REGISTRY  
OFFICE #62

18323-0015 (LT)

PAGE 1 OF 5  
PREPARED FOR Patricia01  
ON 2022/01/12 AT 12:25:35

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

PROPERTY DESCRIPTION: UNIT 15, LEVEL 1, WENTWORTH CONDOMINIUM PLAN NO. 323 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BLK 87 PL 62M881; ANCASTER, PARTS 32, 33, 34, 35, 36, 37, 40, 41, 42, 43, 44, 45, 46, 52, 53, 54, 55, 56, 57, 58, 59, 63 AND 64 ON 62R15871; S/T AN EASEMENT OVER PART 1 ON 62R13618 AS IN LT420910; S/T AN EASEMENT OVER PART 1 ON 62R13618 AS IN LT420921; S/T AND T/W THE VARIOUS EASEMENTS AS IN WE44885; HAMILTON.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 17417-0698

PIN CREATION DATE:

2001/07/10

OWNERS' NAMES

ANDREWS, NATHAN  
ANDREWS, VERA

CAPACITY SHARE

JTEN  
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<i>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2001/07/10 **</i>						
62R13618	1995/11/30	PLAN REFERENCE				C
LT396988	1996/01/05	NOTICE		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE TOWN OF ANCASTER	
LT420910	1996/09/25	TRANSFER EASEMENT <i>REMARKS: PART 1 ON 62R-13618</i>		JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
LT420921	1996/09/25	TRANSFER EASEMENT <i>REMARKS: PART 1 ON 62R-13618</i>		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
62M881	1999/06/11	PLAN SUBDIVISION				C
LT557176	1999/06/22	NO SUB AGREEMENT <i>REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93,94. SECONDLY LANDS/ DELETED BY WE592334 (ON 2013/12/02 CH)</i>		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	
LT557187	1999/06/22	NO SUB AGREEMENT <i>REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93 AND 94. SECONDLY LANDS</i>		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
LT559677	1999/07/05	TRANSFER <i>REMARKS: PLANNING ACT STATEMENT</i>		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	STARWARD HOMES LIMITED	
LT559678	1999/07/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** STARWARD HOMES LIMITED	JERSEYVILLE FARMS LIMITED FRACARSAN CORPORATION	
LT574110	1999/10/13	NOTICE AGREEMENT		STARWARD HOMES LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
LT579153	1999/11/18	CHARGE		*** DELETED AGAINST THIS PROPERTY *** STARWARD HOMES LIMITED	THE TORONTO-DOMINION BANK	
LT609916	2000/07/14	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	GLENRIO FINANCING LIMITED	
		REMARKS: DELETED BY WE79840 2012/12/13 C.J.				
WE19791	2001/01/05	NOTICE AGREEMENT		THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	STARWARD HOMES LIMITED	C
		REMARKS: JOINT SERVICE				
62R15871	2001/06/13	PLAN REFERENCE				C
		REMARKS: PARTS 2, 3, 4, 13, 14, 15, 19, 21, 27, 35, 36, 42, 43, 44, 46, 47, 49, 50, 51, 52, 53, 58, 64, 65, 66 AND 67 S/T EASEMENT IN LT420910 AND LT420921. PART 9 S/T EASEMENT IN LT547735.				
WE44885	2001/07/09	DECLARATION CONDO		STARWARD HOMES LIMITED		C
WCP323	2001/07/09	PLAN CONDOMINIUM				C
WE46305	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO. 1				
WE46306	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO. 2				
WE46307	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO.3				
WE46308	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO.4				
WE46309	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO.5				
WE49810	2001/08/08	NOTICE		WENTWORTH CONDOMINIUM CORPORATION NO. 323	STARWARD HOMES LIMITED	C
WE50296	2001/08/10	TRANSFER		*** COMPLETELY DELETED *** STARWARD HOMES LIMITED	BIAGIONI, EUGENE	
WE50297	2001/08/10	CHARGE		*** COMPLETELY DELETED *** BIAGIONI, EUGENE	HSBC BANK CANADA	
WE50313	2001/08/10	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				FRACARSAN CORPORATION GLENRIO FINANCING LIMITED		
				REMARKS: RE: LT559678		
WE50321	2001/08/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: RE: LT579153		
WE173292	2003/07/21	NO CHNG ADDR CONDO		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
WE307661	2005/05/06	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
				REMARKS: BY-LAW NO. 6		
WE307801	2005/05/06	NOTICE		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
WE554678	2008/06/19	CHARGE		*** COMPLETELY DELETED *** BIAGIONI, EUGENE	HSBC BANK CANADA	
WE573944	2008/09/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
				REMARKS: RE: WE50297		
WE592335	2008/12/01	NO COMPL SUB AGR		*** COMPLETELY DELETED ***	CITY OF HAMILTON	
				REMARKS: RE: LT557176		
WE592339	2008/12/01	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	CITY OF HAMILTON	
				REMARKS: RE: LT396988		
WE1120336	2016/05/19	CHARGE		*** COMPLETELY DELETED *** BIAGIONI, EUGENE	THE BANK OF NOVA SCOTIA	
WE1124704	2016/06/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
				REMARKS: WE554678.		
WE1161802	2016/11/01	TRANSFER		*** COMPLETELY DELETED *** BIAGIONI, EUGENE	MCSEVNEY, IAN ROSS	
WE1161803	2016/11/01	CHARGE		*** COMPLETELY DELETED *** MCSEVNEY, IAN ROSS	COMPUTERSHARE TRUST COMPANY OF CANADA	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1162746	2016/11/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
	REMARKS: WE1120336.					
WE1176623	2017/01/04	NOTICE	\$2	WENTWORTH STANDARD CONDOMINIUM CORPORATION NO. 339		C
WE1376095	2019/08/23	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	PARADIGM QUEST INC.	
	REMARKS: WE1161803.					
WE1397728	2019/11/27	CONDO LIEN/98		*** COMPLETELY DELETED *** WENTWORTH CONDOMINIUM CORPORATION NO. 323		
WE1408433	2020/01/16	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PARADIGM QUEST INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
	REMARKS: WE1376095.					
WE1431366	2020/05/19	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	PARADIGM QUEST INC.	
	REMARKS: WE1161803					
WE1444129	2020/07/27	DIS CONDO LIEN		*** COMPLETELY DELETED *** WENTWORTH CONDOMINIUM CORPORATION NO. 323		
	REMARKS: WE1397728.					
WE1445922	2020/08/04	TRANSFER		*** COMPLETELY DELETED *** MCSEVNEY, IAN ROSS	12195585 CANADA INC.	
WE1445923	2020/08/04	CHARGE	\$370,000	12195585 CANADA INC.	BARBALAT MEDICINE PROFESSIONAL CORPORATION	C
WE1445924	2020/08/04	NO ASSGN RENT GEN		12195585 CANADA INC.	BARBALAT MEDICINE PROFESSIONAL CORPORATION	C
	REMARKS: WE1445923.					
WE1445925	2020/08/04	CHARGE	\$53,950	12195585 CANADA INC.	MEDVEDOVSKY, VITALY	C
WE1445926	2020/08/04	NO ASSGN RENT GEN		12195585 CANADA INC.	MEDVEDOVSKY, VITALY	C
	REMARKS: WE1445925.					
WE1447285	2020/08/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** PARADIGM QUEST INC.		
	REMARKS: WE1161803.					
WE1549856	2021/09/29	CONDO LIEN/98	\$2,406	WENTWORTH CONDOMINIUM CORPORATION NO. 323		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #62

18323-0015 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WE1570083	2021/12/20	TRANSFER	\$700,000	12195585 CANADA INC.	ANDREWS, NATHAN ANDREWS, VERA	C
		REMARKS: PLANNING ACT STATEMENTS.				
WE1570084	2021/12/20	CHARGE	\$596,240	ANDREWS, NATHAN ANDREWS, VERA	CANADIAN IMPERIAL BANK OF COMMERCE	C
WE1570220	2021/12/20	DISCH OF CHARGE		BARBALAT MEDICINE PROFESSIONAL CORPORATION		
		REMARKS: WE1445923.				
WE1570221	2021/12/20	DISCH OF CHARGE		MEDVEDOVSKY, VITALY		
		REMARKS: WE1445925.				
WE1573819	2022/01/11	DIS CONDO LIEN		WENTWORTH CONDOMINIUM CORPORATION NO. 323		
		REMARKS: WE1549856.				

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

# APPENDIX E






Government  
of Canada

Gouvernement  
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)  
→ [Search for a Federal Corporation](#)

## Federal Corporation Information - 1219558-5

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

### Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

### Corporation Number

1219558-5

### Business Number (BN)

724308077RC0001

### Corporate Name

12195585 Canada Inc.

### Status

Active

### Governing Legislation

*Canada Business Corporations Act - 2020-07-14*

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[PDF Readers](#)

## Registered Office Address

51 Stanlow Crescent  
Hamilton ON L9C 4T8

Canada

### **i** Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

## Directors

**Minimum** 1

**Maximum** 10

Elaine McSevney  
51 Stanlow Crescent  
Hamilton ON L9C 4T8  
Canada

### **i** Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

## Annual Filings

### **Anniversary Date (MM-DD)**

07-14

### **Date of Last Annual Meeting**

Not available

### **Annual Filing Period (MM-DD)**

07-14 to 09-12

### **Type of Corporation**

Not available

**Status of Annual Filings**

2022 - Not due

2021 - Overdue

**Corporate History****Corporate Name History**

2020-07-14 to Present

12195585 Canada Inc.

**Certificates and Filings****Certificate of Incorporation**

2020-07-14

[Order copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2021-10-20

# APPENDIX F

January 13, 2022

**Delivered via Email**

12195585 Canada Inc.  
51 Stanlow Crescent  
Hamilton ON L9C 4T8

Attention: Elaine McSevney

Ms. Elaine McSevney  
51 Stanlow Crescent  
Hamilton ON L9C 4T8

**Gregory Azeff**  
Direct Line: 416.595.2660  
Direct Fax: 416.595.8695  
gazeff@millerthomson.com

File No: 0261073.0001

Dear Sir / Madam:

**RE: Bankruptcy and Receivership of Ian Ross McSevney and Altmore Mortgage Investment Corporation /  
Sale of 81 Valridge Drive, Unit 9 /  
Examination of Elaine McSevney and 12195585 Canada Inc. on Wednesday January 19, 2022**

We are the solicitors for BDO Canada Limited in its capacity as trustee in bankruptcy (in such capacity, the “**Trustee**”) and Court-appointed receiver (in such capacity, the “**Receiver**”) of Ian Ross McSevney and Altmore Mortgage Investment Corporation (together, the “**Bankrupts**”).

Enclosed herein for your ease of reference please find copies of the Certificates of Appointment dated November 18, 2021 and the Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) dated November 8, 2021 (the “**Receivership Order**”).

We refer to the property located at 81 Valridge Drive, Unit 9 in Ancaster, Ontario (the “**Property**”). We understand that 12195585 Canada Inc. (the “**Company**”) purchased the Property from the Bankrupt for \$530,000 on August 4, 2020, and that Elaine McSevney is the sole officer and director of the Company. We also understand that the Company sold the Property on December 20, 2021 to Nathan and Vera Andrews for a purchase price of \$700,000.

In accordance with the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), all of the Bankrupts’ property has vested in the Trustee on November 18, 2021. In addition, pursuant to paragraph 5 of the Receivership Order, you are required to advise the Receiver of any of the Bankrupts’ property in your possession or control, and deliver it to the Receiver on request.

On behalf of the Receiver and Trustee, we hereby demand that you immediately notify us of, and deliver to us, any property of the Bankrupts in your possession or control.

You are advised that, in the event it is determined that Ian McSevney retained an interest (*ie*, through a trust or otherwise) in the Property following the Company's alleged acquisition, the proceeds of the sale of the Property in December 2021 have vested in the Trustee and the Trustee will hold you liable for any disbursement of such proceeds to Mr. McSevney or any other person.

In addition, pursuant to the BIA and paragraph 6 of the Receivership Order, we hereby demand that you immediately deliver any documents or records in your possession or control relating to the business or affairs of the Bankrupts, including with respect to the Company's purchase and subsequent sale of the Property. In particular, please provide copies of the agreements of purchase and sale for the 2020 and 2021 transactions in respect of the Property as well as proof of payment and any ancillary documents such as directions regarding funds.

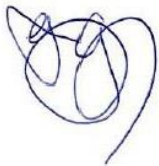
Finally, pursuant to Section 163(1) of the BIA, we enclose herein Notices of Examination in respect of Elaine McSevney and the Company. The examinations will be conducted commencing at 10:00 am on Wednesday January 19, 2022 *via* zoom (web link to follow). We will pursue all of our rights and remedies against those parties for any failure to attend.

We trust that the foregoing is sufficiently clear. Please do not hesitate to contact the undersigned with any questions or comments.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to be 'G. Azeff', with a long, sweeping tail.

Gregory Azeff  
Partner





Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 07 - Hamilton  
Court No.: 32-2783327  
Estate No.: 32-2783327

In the Matter of the Bankruptcy of:

**Ian Ross McSevney**

Debtor

**BDO CANADA LIMITED / BDO CANADA LIMITÉE**

Licensed Insolvency Trustee

Ordinary Administration

Date and time of bankruptcy:	November 18, 2021, 08:51	Security:	\$0.00
Date of trustee appointment:	November 18, 2021		
Meeting of creditors:	December 07, 2021, 10:30 Call: (437) 703-5279 or (833) 215-3238 Conference ID: 189 257 098# - Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: November 18, 2021, 08:57

E-File/Dépôt Electronique

Official Receiver

Federal Building - Hamilton, 55 Bay Street N, 9th Floor, Hamilton, Ontario, Canada. L8R3P7. (877)376-9902





Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 07 - Hamilton  
Court No.: 32-2783328  
Estate No.: 32-2783328

In the Matter of the Bankruptcy of:

**Altmore Mortgage Investment Corporation**

Debtor

**BDO CANADA LIMITED / BDO CANADA LIMITÉE**

Licensed Insolvency Trustee

Ordinary Administration

---

Date and time of bankruptcy:	November 18, 2021, 08:51	Security:	\$0.00
Date of trustee appointment:	November 18, 2021		
Meeting of creditors:	December 07, 2021, 10:00 Call: 437-703-5279 or (833) 215-3238 Conference ID: 481 375 605# -, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: November 18, 2021, 08:59

E-File/Dépôt Electronique

Official Receiver

Federal Building - Hamilton, 55 Bay Street N, 9th Floor, Hamilton, Ontario, Canada. L8R3P7. (877)376-9902

**Canada**



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

THE HONOURABLE ) MONDAY, THE 8TH  
 )  
JUSTICE CONWAY ) DAY OF NOVEMBER, 2021

**MONICA MATTA and MARK AMELLO**

Applicants

-and-

**ALTMORE MORTGAGE INVESTMENT CORPORATION**

Respondent

*APPLICATION UNDER SECTION 248(3) OF THE BUSINESS CORPORATIONS ACT  
(ONTARIO) AND SECTION 101 OF THE COURTS OF JUSTICE ACT (ONTARIO)*

**ORDER  
(Re-appointing Receiver)**

THIS MOTION made by the Applicants for an Order pursuant to section 248(1) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended (the “**OBCA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as receiver (in such capacity, the “**Receiver**”) without security, over Altmortgage Investment Corporation (“**Altmort**”), Altmort Capital Inc. (“**ACT**”), Independent Mortgage Advisors Inc. (“**IMAI**”) and Ian Ross McSevney (“**McSevney**”), was heard this day at 330 University Avenue, Toronto, Ontario., was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Monica Matta dated November 2, 2021 and the Exhibits thereto including the First Report of the Receiver dated June 7, 2021 (the “**First Report**”) and the Second Report of the Receiver dated June 9, 2021 (the “**Second Report**”) and on hearing the submissions of counsel for the Moving Parties and counsel to BDO, no one appearing for Altmore, ACI, IMAI and McSevney, although duly served as appears from the affidavit of service of Shallon Garrafa sworn November 2, 2021, and on reading the consent of BDO Canada Limited to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 248(3) of the OBCA and section 101 of the CJA, BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of Altmore, ACI, IMAI and McSevney (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, including property held by the Debtors in trust for any third party (collectively, the “**Property**”), for the purpose of investigating the Debtors’ business and affairs in accordance with the terms of this Order, and for greater certainty, shall not manage the business of the Debtors.

3. THIS COURT ORDERS that the Receiver shall not take possession of or exercise control over, and shall not be deemed to have taken possession of or to have exercised control over the

business or assets of the Debtors, including without limitation, the Property, without further Order of the Court.

## **RECEIVER'S POWERS**

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to enter into the Debtors' business premises during regular business hours and examine and make copies of any document or record, in paper and electronic format;
- (b) to have access to all electronic storage and record databases, including but not limited to, icloud, email inboxes, dropbox, and to examine and make copies of any document or record contained therein;
- (c) to review and investigate the books, records, and financial affairs in electronic form or otherwise, including without limitation, banking and investment records, of the Debtors;
- (d) to review and investigate all monies flowing in and out of the Debtors, including but not limited to, all receipts and disbursements, all accounts payable and receivable of the Debtors;

- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (g) to deliver notices of examination to and examine any person (including, without limitation, Ian McSevney and any other officer or director of the Debtors) under oath regarding the business and affairs of the Debtors; and
- (h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person, provided that nothing contained herein shall prevent the Debtors from retaining copies of the Records (as defined below) or proposing a resolution to the Debtors' stakeholders.

## **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request,

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

**DIRECTION REGARDING DISCLOSURE**

8. THIS COURT ORDERS that McSevney is hereby directed to provide the following to the Receiver forthwith, and in any event within three (3) days of the date of this Order:

- (a) An accounting of receipts and disbursements made by Altmore including, in particular, information related to transfers to Christie Briyer Ward-McSevney, Elaine McSevney and any other non-arm's length party;
- (b) A list of all mortgages or other investments in which any of the Debtors holds or previously held an interest, and any related documents in McSevney's possession or control;

- (c) A list of all investors in Altmore as well as contact information, amounts invested and copies of all related agreements and other documents; and
- (d) Any books and records of Altmore or any other Debtor in McSevney's possession or control.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO INTERFERENCE WITH THE RECEIVER**

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

#### **CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the

Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

13. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation,



enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

14. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

15. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect

of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

#### **SERVICE AND NOTICE**

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

19. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **BANKRUPTCY ASSIGNMENTS**

20. THIS COURT ORDERS that the Receiver be and it is hereby authorized (but for greater certainty not obligated), to make bankruptcy assignments in respect of any of Altmore, McSevney and any of the other Debtors.

21. THIS COURT ORDERS that McSevney be and he is hereby directed to assist and cooperate with the trustee in bankruptcy appointed in respect of McSevney, Altmore and any of the other Debtors, including in the preparation of the statement of affairs and other statutory documents.

#### **GENERAL**

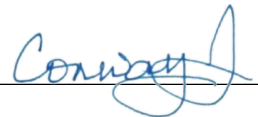
22. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

23. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

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

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

26. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

---

**MONICA MATTA and MARK  
AMELLO**

and

**ALTMORE MORTGAGE  
INVESTMENT CORP**

Applicants

Respondent

Court File No: CV-21-00662471-00CL

---

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

Proceedings commenced at Toronto

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**ORDER**  
**(Re-appointing Receiver)**

---

**CARLSON & KOCIPER**  
10 King Street East, 14th Floor  
Toronto, Ontario  
M5C 1C3

**Michael Carlson LSO#: 47325U**  
Email: Michael@carlsonkociper.com  
Tel: 647.244.5118

Lawyers for the Moving Parties

Court File No.: 32-2783327 and 32-2783328  
Estate File Nos.: 32-2783327 and 32-2783328

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY, an individual residing in the  
Town of Ancaster in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION, a corporation established  
under the laws of the Province of Ontario and carrying on business  
in the City of Toronto in the Province of Ontario

**NOTICE OF EXAMINATION**

TO: ELAINE MCSEVNEY & 12195585 CANADA INC.

YOU ARE REQUIRED TO ATTEND

- In person  
 By telephone conference  
 By video conference

at the following location

Join Zoom Meeting

<https://us02web.zoom.us/j/81408669612?pwd=WUhUSVlnN25rbjhsdEZRTldleFNvZz09>

Meeting ID: 814 0866 9612

Passcode: 975296

One tap mobile

+12042727920,,81408669612# Canada

+14388097799,,81408669612# Canada

Dial by your location

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+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

Meeting ID: 814 0866 9612

Find your local number: <https://us02web.zoom.us/j/81408669612>

Join by Skype for Business

<https://us02web.zoom.us/j/81408669612>

on Wednesday, January 19, 2022, at 10:00 a.m. for:

- Cross-examination on your affidavit dated «date»
- Examination under section 163 of the *BIA*
- Examination for discovery on behalf of or in place of «identify party»
- Examination in aid of execution
- Examination in aid of execution on behalf of or in place of «identify party»

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things:

1. Any documents or records in your possession or control relating to the business or affairs of the Bankrupts, including, without limitation:
  - (a) Copies of all agreements, acknowledgments, directions, indentures and other documents or records related to the property located at 81 Valridge Drive, Unit 9 in Ancaster, Ontario (the “**Property**”), including in particular:
    - (i) the purchase by 12195585 Canada Inc. (the “**Company**”) of the Property from Ian McSevney on August 4, 2020;

- (ii) the sale by the Company to Nathan and Vera Andrews for a purchase price of \$700,000 on December 20, 2021;
  - (iii) any lease or rental agreements between the Company and Mr. McSevney;  
and
  - (iv) all loan agreements, mortgages and security agreements related to the Property including the charges granted in favour of Barbalat Medicine Professional Corporation and Vitaly Medvedovsky.
- (b) Copies of all agreements between or among any of Elaine McSevney and the Bankrupts;
  - (c) Copies of all agreements between or among any of the Company and the Bankrupts;
  - (d) Copies of any cheques issued by Altmortgage Investment Corporation (“**Altmort**”) to Elaine McSevney or the Company; and
  - (e) Copies of the Articles of Incorporation, Minute Book, share registry, share certificates and shareholders agreement of the Company.

January 13, 2022

**MILLER THOMSON LLP**  
**Scotia Plaza**  
**40 King Street West, Suite 5800**  
**P.O. Box 1011**  
**Toronto, ON Canada M5H 3S1**

**Greg Azeff LSO#: 45324C**  
gazeff@millerthomson.com  
Tel: 416.595.2660/Fax: 416.595.8695

Lawyers for BDO Canada Limited, in its capacity  
as Licenced Insolvency Trustee

TO: **ELAINE MCSEVNEY**  
51 Stanlow Crescent  
Hamilton  
ON L9C 4T8



AND TO: **12195585 ONTARIO INC.**  
51 Stanlow Crescent  
Hamilton  
ON L9C 4T8

**Attention: Elaine McSevney**

IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY *et al.*

Court File No.: 32-2783327 and 32-2783328  
Estate File Nos.: 32-2783327 and 32-2783328

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**

Proceeding commenced at Toronto

**NOTICE OF EXAMINATION**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**Greg Azeff LSO#: 45324C**

gazeff@millerthomson.com  
Tel: 416.595.2660/Fax: 416.595.8695

Lawyers for BDO Canada Limited, in its capacity  
as Licenced Insolvency Trustee

# APPENDIX G

Crawley, Peter

---

From: Faheim, Monica <mfaheim@millertthomson.com>  
Sent: January 18, 2022 8:01 PM  
To: ekmcsevney@gmail.com  
Cc: Azeff, Gregory; Garrafa, Shallon; Crawley, Peter  
Subject: [EXT] RE: Bankruptcy of Ian McSevney & Altmere Mortgage Corporation [MTDMS-Legal.FID7105120]  
Attachments: 59606742\_1\_Compiled Brief of Documents (Jan 18, 2022) .PDF

Ms. McSevney,

Further to the below, please see attached brief of documents in connection with your examination scheduled for tomorrow.

Thank you  
Monica

**MONICA FAHEIM**  
Associate

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.597.6087  
**Fax:** +1 416.595.8695  
**Email:** [mfaheim@millertthomson.com](mailto:mfaheim@millertthomson.com)  
[millertthomson.com](http://millertthomson.com)



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From: Stoica, Alina <astoica@millertthomson.com>  
Sent: Thursday, January 13, 2022 2:12 PM  
To: ekmcsevney@gmail.com  
Cc: wakyle@wakylelaw.com; Azeff, Gregory <gazeff@millertthomson.com>; Faheim, Monica <mfaheim@millertthomson.com>; Garrafa, Shallon <sgarrafa@millertthomson.com>  
Subject: Bankruptcy of Ian McSevney & Altmere Mortgage Corporation [MTDMS-Legal.FID7105120]

Good afternoon,

Enclosed please find correspondence from Mr. Azeff.

Regards,

**ALINA STOICA**  
Law Clerk

**Miller Thomson LLP**

Services provided through Miltom Management LP  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.2969  
**Fax:** +1 416.595.8695  
**Email:** [astoica@millerthomson.com](mailto:astoica@millerthomson.com)

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Court File Nos.: 32-2783327  
Estate File Nos.: 32-2783327

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY, an individual residing in the  
Town of Ancaster in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION, a corporation established  
under the laws of the Province of Ontario and carrying on business  
in the City of Toronto in the Province of Ontario

**BRIEF OF DOCUMENTS**

**CROSS-EXAMINATION OF ELAINE MCSEVNEY UNDER SECTION 163 OF THE  
BANKRUPTCY AND INSOLVENCY ACT**

**MILLER THOMSON LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**Gregory Azeff** LSO# 45324C  
gazeff@millerthomson.com  
Tel: 416.595.2660  
**Monica Faheim** LSO#: 82213R  
mfaheim@millerthomson.com  
Tel: 416.597.6087

Lawyers for BDO Canada LLP

## INDEX

TAB	DOCUMENT
<b>Transactions with Altmore MIC</b>	
<b>A</b>	Interac Payment Reference # CAH5zjg (\$2,500) from Elaine McSevney to Altmore MIC & CArAr6V9 (\$2,500) from Elaine McSevney to Altmore MIC
<b>B</b>	Interact Payment Reference # CAkqgWxN (\$22.00) from Altmore MIC to Elaine McSevney
<b>C</b>	Transaction dated February 28, 2018 (\$2,000) to E. McSevney's Account
<b>D</b>	Transaction dated May 17, 2019 (\$1,000) to E. McSevney's Account
<b>Transactions with Independent Mortgage Advisors Inc.</b>	
<b>E</b>	Interac E-Transfer dated March 20, 2020 (\$60.00)
<b>F</b>	Interac E-Transfers dated March 26, 2020 (\$45.00), (\$30.00), (\$40.00)
<b>G</b>	Interac E-Transfer dated April 3, 2020 (30.00)
<b>H</b>	Interac E-Transfers dated July 15, 2020 (\$600) and (\$600)
<b>I</b>	Interac E-Transfers dated October 28, 2020 (\$1,127) and (\$120)
<b>J</b>	Interac E-Transfer dated February 24, 2021 (\$5,300)
<b>K</b>	Interac E-Transfer dated February 26, 2021 (\$3,000)
<b>L</b>	Interac E-Transfer dated March 12, 2021 (\$1,813.20)
<b>M</b>	Interac E-Transfer dated April 1, 2021 (\$2,000)
<b>Transactions with Ian McSevney</b>	
<b>N</b>	Transaction dated April 16, 2018 (\$140.00)
<b>O</b>	Transaction dated January 23, 2019 (\$2,000)
<b>P</b>	Transaction dated December 9, 2020 (\$1,000)
<b>Q</b>	Transaction dated February 8, 2021 (\$2,000)

<b>Real Estate Searches</b>	
<b>R</b>	Parcel Register for 9-81 Valridge Dr., Ancaster (PIN 18323-0015)
<b>S</b>	Parcel Register for 51 Stanlow Crescent, Hamilton (PIN 16948-0083)
<b>T</b>	Parcel Register for 148 Blair Lane, Ancaster (PIN 17422-0177)
<b>Corporate Searches</b>	
<b>U</b>	Federal Corporate Profile Report for 12195585 Canada Inc.



TAB A

Archived eTransfers - RECEIVED

Interac Payment Reference #	Status	Amount	Sender Name	Sender Email	Sender FI ID	Recipient Name	Recipient Email	Recipient FI ID	Sent	Deposited
CAR32988	Completed	\$ 1,030.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2020-08-28 10:20:20 EDT	2020-08-28 18:28:03 EDT
CA9KW532	Completed	\$ 250.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2020-08-27 16:33:14 EDT	2020-08-27 16:36:13 EDT
CA78q1Nf	Completed	\$ 1,000.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-12-01 22:26:33 EST	2019-12-02 14:14:47 EST
CAnMJarw	Completed	\$ 100.00			CA000809	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-11-20 18:03:14 EST	2019-11-26 14:48:58 EST
CA3ZNNHZ	Completed	\$ 160.00			CA000003	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-11-14 20:42:16 EST	2019-11-15 08:31:29 EST
CAThuz9Q	Completed	\$ 1,500.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-11-05 18:59:24 EST	2019-11-05 19:38:51 EST
CAVusUv	Completed	\$ 1,000.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-11-05 06:00:50 EST	2019-11-05 06:33:40 EST
CA8Pjuav	Completed	\$ 1,000.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-11-01 09:12:02 EDT	2019-11-01 09:44:58 EDT
CAZDTJkj	Completed	\$ 160.00			CA000003	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-10-14 19:52:19 EDT	2019-10-15 07:47:34 EDT
CA4qa9Sk	Completed	\$ 1,000.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-10-01 08:56:31 EDT	2019-10-01 09:40:17 EDT
CAV5NF09	Completed	\$ 80.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-08-01 20:01:28 EDT	2019-08-01 20:03:06 EDT
CASDyKAH	Completed	\$ 200.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-07-31 04:41:06 EDT	2019-07-31 09:54:52 EDT
CA2Hthy2	Completed	\$ 150.00			CA000809	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-07-15 07:59:31 EDT	2019-07-15 08:41:13 EDT
CAHS4nyj	Completed	\$ 2,500.00	ELAINE K MCSEVNEY	ekmcsevney@gmail.com	CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-07-05 12:49:15 EDT	2019-07-05 20:09:40 EDT
CAAr6V9	Completed	\$ 2,500.00	ELAINE K MCSEVNEY	ekmcsevney@gmail.com	CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-07-04 09:33:27 EDT	2019-07-04 10:10:20 EDT
CAkkv557	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-06-10 17:29:50 EDT	2019-07-03 17:38:16 EDT
CAZZRg4z	Completed	\$ 1,400.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-07-02 07:40:26 EDT	2019-07-02 08:20:24 EDT
CAwh13w8	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-05-07 08:47:40 EDT	2019-05-09 13:15:19 EDT
CAqVMFVv	Completed	\$ 1,000.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-05-02 08:45:19 EDT	2019-05-02 09:17:33 EDT
CAKJkZx	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-04-11 09:49:16 EDT	2019-04-15 11:08:58 EDT
CAsP2RM3	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-02-06 18:18:47 EST	2019-02-08 08:52:17 EST
CAHwEr2n	Completed	\$ 2,100.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-01-14 15:42:24 EST	2019-01-14 16:14:46 EST
CAAEhsZF	Completed	\$ 75.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-01-14 13:46:46 EST	2019-01-14 13:51:14 EST
CARu7F59	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2019-01-11 06:34:27 EST	2019-01-14 10:20:19 EST
CAB2jpnK	Completed	\$ 600.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-11-07 15:08:27 EST	2018-11-07 15:39:38 EST
CAtuGCZb	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-10-02 08:01:31 EDT	2018-10-10 09:09:50 EDT
CAermNwq	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-09-18 16:34:18 EDT	2018-09-19 20:04:10 EDT
CADpwcj	Completed	\$ 1,021.42			CA000003	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-09-05 11:13:59 EDT	2018-09-05 12:23:03 EDT
CAQRbgjP	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-08-06 11:14:56 EDT	2018-08-14 04:45:03 EDT
CAIKwbZ7	Completed	\$ 2,400.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-06-27 15:05:57 EDT	2018-06-27 15:38:00 EDT
CAJ5zsRb	Completed	\$ 3,000.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-06-27 14:58:08 EDT	2018-06-27 15:31:05 EDT
CAP5vnQZ	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-06-13 01:25:49 EDT	2018-06-20 08:10:38 EDT
CA72HzOH	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-05-02 00:09:52 EDT	2018-05-19 14:25:42 EDT
CAnDcGAR	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-04-07 10:42:38 EDT	2018-04-19 23:35:44 EDT
CAqertyu	Completed	\$ 300.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2018-03-10 14:47:42 EST	2018-03-15 21:59:28 EDT
CAVANaq2	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2017-12-05 16:26:42 EST	2017-12-08 15:11:27 EST
CAQF3TRw	Completed	\$ 100.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2017-11-08 17:03:46 EST	2017-12-02 07:50:10 EST
CAqvG6kr	Completed	\$ 500.00			CA000002	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2017-10-04 09:51:48 EDT	2017-10-04 12:36:32 EDT
CANDed5m	Completed	\$ 2,000.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2017-08-08 10:27:25 EDT	2017-08-08 11:13:11 EDT
CAKUjDPv	Completed	\$ 3,000.00			CA000004	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2016-08-24 19:48:54 EDT	2016-08-24 20:38:59 EDT
CAWTkuuv	Completed	\$ 3,000.00			CA000004	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2016-08-22 17:32:19 EDT	2016-08-22 19:01:24 EDT
CAPn1Yjb	Completed	\$ 3,000.00			CA000001	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2016-05-18 14:12:57 EDT	2016-05-18 14:44:13 EDT
CAU8TjBZ	Completed	\$ 2,076.50			CA000809	ALTMORE MORTGAGE INVESTMENT CORPORATION	ian@altmoremic.com	CA000001	2016-04-29 15:44:24 EDT	2016-04-29 16:28:37 EDT
CANGi8BU	Completed	\$ 300.00			CA000001	Ian McSevney Altmore	ian@altmoremic.com	CA000001	2016-01-04 08:33:42 EST	2016-01-04 09:05:15 EST
CA7KJ5Hc	Completed	\$ 10.00			CA000001	Ian McSevney Altmore	ian@altmoremic.com	CA000001	2015-12-01 20:37:09 EST	2015-12-01 21:14:41 EST
CA2WH5aA	Completed	\$ 270.00			CA000001	Ian McSevney Altmore	ian@altmoremic.com	CA000001	2015-12-01 09:54:39 EST	2015-12-01 10:27:49 EST
CA5uK8Kk	Completed	\$ 1,000.00			CA000809	Ian McSevney	ian@altmoremic.com	CA000001	2015-10-28 16:32:06 EDT	2015-10-28 17:04:25 EDT

## Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1998-643</b>				<b>(continued)</b>
Jul 02	Online Transfer, TF 3319#3992-667	50.00		12.81
Jul 03	INTERAC e-Transfer Received		100.00	112.81
Jul 03	Debit Card Purchase, SHOPPERS DRUG M	19.37		93.44
Jul 04	INTERAC e-Transfer Received		2,500.00	2,593.44
Jul 04	Online Transfer, TF 3319#3992-667	280.00		2,313.44
Jul 04	Online Transfer, TF 3319#3992-667	100.00		2,213.44
Jul 04	Online Transfer, TF 3319#3992-667	300.00		1,913.44
Jul 04	Online Transfer, TF 3319#3992-667	520.00		1,393.44
Jul 04	Online Transfer, TF 3319#3992-667	60.00		1,333.44
Jul 04	Online Transfer, TF 3319#3992-667	65.00		1,268.44
Jul 04	Debit Card Purchase, DELIRIOUS BURGE	9.32		1,259.12
Jul 04	Debit Card Purchase, DOLLARAMA # 283	4.96		1,254.16
Jul 04	Online Transfer, TF 3319#3992-667	325.00		929.16
Jul 05	Online Transfer, TF 3319#3992-667	75.00		854.16
Jul 05	Debit Card Purchase, ULTRAMAR #32861	0.99		853.17
Jul 05	Debit Card Purchase, HALIBUT HOUSE F	23.17		830.00
Jul 05	Debit Card Purchase, FORTINO'S (ANCA	30.14		799.86
Jul 05	INTERAC e-Transfer Received		2,500.00	3,299.86
Jul 05	Debit Card Purchase, ONLINE PURCHASE 4JUL2019, LUSHWEB.NET, 15.95X1.340438871	21.38		3,278.48
Jul 08	Debit Card Purchase, GREAT CLIPS	24.47		3,254.01
Jul 08	Debit Card Purchase, TIM HORTONS #76	2.30		3,251.71
Jul 08	Debit Card Purchase, MCDONALD'S #405	5.41		3,246.30
Jul 08	Debit Card Purchase, LIMERIDGE MALL	77.22		3,169.08
Jul 08	Debit Card Purchase, KFC - LIMERIDGE	9.36		3,159.72
Jul 08	Debit Card Purchase, THE WESTDALE	38.00		3,121.72
Jul 08	Debit Card Purchase, DELIRIOUS BURGE	9.32		3,112.40
Jul 08	Debit Card Purchase, WAL-MART #3127	43.28		3,069.12
Jul 08	Debit Card Purchase, SECOND CUP 9122	5.09		3,064.03
Jul 08	Online Transfer, TF 3319#3992-667	550.00		2,514.03
Jul 08	Debit Card Purchase, PAISLEY COFFEEH	6.96		2,507.07
Jul 09	INTERAC e-Transfer Sent	18.00		2,489.07
Jul 09	Online Transfer, TF 3319#3992-667	105.00		2,384.07
Jul 11	Online Transfer, TF 3319#3992-667	200.00		2,184.07
Jul 11	Debit Card Purchase, DELIRIOUS BURGE	9.32		2,174.75
Jul 11	Debit Card Purchase, PIONEER STN #10	3.99		2,170.76
Jul 12	Debit Card Purchase, COACH & LANTERN	14.28		2,156.48
Jul 12	Debit Card Purchase, TIM HORTONS #21	2.30		2,154.18
Jul 15	Debit Card Purchase, FORTINO'S (ANCA	6.20		2,147.98
Jul 15	Debit Card Purchase, FORTINO'S (ANCA	4.34		2,143.64
Jul 15	Debit Card Purchase, TIM HORTONS #76	6.97		2,136.67

continued

TAB B

Archived eTransfers - SENT

Interac Paymen Status	Amount	Sender Name	Sender Email	Sender FI ID	Recipient Name	Recipient Email	Recipient FI ID	Sent	Deposited
CAYHvVMe	Completed \$ 40.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2020-09-30 13:12:07 EDT	2020-09-30 13:14:19 EDT
CApfJTpK	Completed \$ 40.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2019-11-22 11:51:15 EST	2019-11-22 13:19:40 EST
CAe9QSAc	Completed \$ 23.50	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2019-11-13 11:20:39 EST	2019-11-13 11:22:45 EST
CA7K73Fd	Completed \$ 30.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2019-11-04 06:33:22 EST	2019-11-04 06:46:57 EST
CAcUTQkP	Completed \$ 20.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000004	2019-10-18 09:27:43 EDT	2019-10-18 15:02:26 EDT
CA9UXEad	Completed \$ 35.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2019-10-06 16:47:06 EDT	2019-10-06 16:51:35 EDT
CAKHDz75	Completed \$ 18.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000004	2019-07-09 11:01:29 EDT	2019-07-09 18:00:31 EDT
CAgBDK2X	Completed \$ 125.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000003	2019-05-19 19:36:21 EDT	2019-05-19 19:41:00 EDT
CAkqgWvN	Completed \$ 22.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001	ELAINE K MCSEVNEY	ekmcsevney@gmail.com	CA000001	2019-05-10 19:12:15 EDT	2019-05-10 19:12:17 EDT
CAXH1x03	Completed \$ 350.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2019-04-08 20:16:51 EDT	2019-04-08 20:56:27 EDT
CAKEG6hx	Completed \$ 800.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000003	2019-01-18 07:55:13 EST	2019-01-18 10:16:45 EST
CAubzgE4	Completed \$ 1,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2019-01-04 07:35:52 EST	2019-01-04 08:09:14 EST
CA2cGbYd	Completed \$ 250.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2018-10-12 12:55:31 EDT	2018-10-12 13:01:02 EDT
CAJeUGKj	Completed \$ 1,950.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2018-10-01 20:22:27 EDT	2018-10-01 20:55:56 EDT
CAZ7WPGv	Completed \$ 1,950.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2018-08-08 07:29:15 EDT	2018-08-08 09:28:52 EDT
CAMrqjJP	Completed \$ 1,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000003	2018-08-04 05:26:01 EDT	2018-08-04 05:56:03 EDT
CABVdagb	Completed \$ 200.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000002	2018-06-02 15:35:36 EDT	2018-06-02 16:33:25 EDT
CApTsx66	Completed \$ 1,950.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2018-06-02 06:18:08 EDT	2018-06-02 14:05:49 EDT
CAcJkS4	Completed \$ 25.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000003	2018-05-02 18:03:51 EDT	2018-05-02 18:03:54 EDT
CANBBjay	Completed \$ 750.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2018-03-31 23:22:19 EDT	2018-04-01 00:10:47 EDT
CAAbJQ6t	Completed \$ 1,054.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2018-03-06 12:03:00 EST	2018-03-06 19:09:51 EST
CApkTFdE	Completed \$ 1,950.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2018-02-28 22:57:06 EST	2018-03-05 08:56:05 EST
CAmfSMh8	Completed \$ 3,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2018-01-23 12:42:25 EST	2018-01-23 13:25:13 EST
CA3uzmpb	Completed \$ 2,447.20	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000004	2017-12-22 18:01:54 EST	2017-12-23 17:06:22 EST
CAQEpYG7	Completed \$ 1,950.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2017-12-08 12:50:19 EST	2017-12-08 15:51:27 EST
CABcuC3p	Completed \$ 2,500.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000003	2017-11-17 21:50:29 EST	2017-11-17 22:20:31 EST
CAaQGwnq	Completed \$ 2,600.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2017-11-14 01:40:16 EST	2017-11-14 02:19:37 EST
CAZx5zZ	Completed \$ 2,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000010	2016-12-06 11:22:20 EST	2016-12-06 11:59:02 EST
CAylNvj	Completed \$ 40.00	ALTMORE MORTGAGE INVEST	ian@mcsevney.com	CA000001			CA000809	2016-10-29 14:27:12 EDT	2016-10-29 14:28:43 EDT
CAM2yACa	Completed \$ 2,000.00	ALTMORE MORTGAGE INVEST	ian@mcsevney.com	CA000001			CA000003	2016-09-09 12:46:46 EDT	2016-09-09 14:13:59 EDT
CAg4hvzH	Completed \$ 826.30	ALTMORE MORTGAGE INVEST	ian@mcsevney.com	CA000001			CA000010	2016-07-06 08:11:26 EDT	2016-07-06 09:36:00 EDT
CAz6AJ94	Completed \$ 1,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2016-06-27 06:51:56 EDT	2016-06-27 07:44:27 EDT
CAJ7aSFA	Completed \$ 20.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000003	2016-06-01 13:56:13 EDT	2016-06-01 14:33:38 EDT
CAs9yQad	Completed \$ 826.30	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000010	2016-04-26 10:01:24 EDT	2016-04-26 11:35:07 EDT
CATAhPrW	Completed \$ 460.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2016-04-25 12:28:10 EDT	2016-04-25 13:00:58 EDT
CAVCbVGs	Completed \$ 1,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000010	2016-04-24 22:24:55 EDT	2016-04-24 23:02:56 EDT
CAUufR3Z	Completed \$ 500.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2016-04-01 07:36:06 EDT	2016-04-01 08:10:18 EDT
CAYcSnKC	Completed \$ 2,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2016-03-28 14:14:58 EDT	2016-03-28 15:32:03 EDT
CAF5aG79	Completed \$ 1,500.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000010	2016-03-21 15:51:34 EDT	2016-03-21 16:25:46 EDT
CAUKYTFE	Completed \$ 1,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2016-03-16 10:53:43 EDT	2016-03-16 11:33:14 EDT
CAQI9vs2	Completed \$ 500.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2016-03-14 23:37:12 EDT	2016-03-15 04:00:04 EDT
CAgs4FGQ	Completed \$ 2,000.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2016-03-08 09:45:46 EST	2016-03-08 10:17:48 EST
CAgQpRDE	Completed \$ 500.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000809	2016-03-01 22:30:13 EST	2016-03-01 23:43:40 EST
CAYynKm5	Completed \$ 500.00	ALTMORE MORTGAGE INVEST	ian@altmoremic.com	CA000001			CA000001	2015-11-29 21:39:37 EST	2015-11-29 22:38:35 EST

**Your branch address:**

UNIT 5  
737 GOLF LINKS ROAD  
ANCASTER, ONTARIO L9K1L5

# Business Banking



**ALTMORE MORTGAGE INVESTMENT CORPORATION  
IAN ROSS MCSEVNEUY  
250 UNIVERSITY AVE SUITE 200  
TORONTO ON M5H 3E5**

**Your Branch**

ANCASTER  
Transit number: 3319

**For questions about your statement call**  
(905) 304-8419

**Direct Banking**

1-877-262-5907  
www.bmo.com

**Your Plan**

Business Start Plan


## Business Banking statement

For the period ending May 31, 2019

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on May 31, 2019
Business Account # 3319 1998-643	179.88	58,176.93	68,617.15	10,620.10

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1998-643</b>				
	 Business name: ALTMORE MORTGAGE INVESTMENT CORPORATION			
<b>May 01</b>	<b>Opening balance</b>			<b>179.88</b>
May 02	INTERAC e-Transfer Received		1,000.00	1,179.88
May 02	Outgoing Wire Payment, CA, GAVIN MCFARLAND	1,000.00		179.88
May 03	Online Transfer, TF 3319#3992-667		900.00	1,079.88
May 03	Transfer, 3319-1004-776 3587		400.00	1,479.88
May 03	Online Transfer, TF 3319#3992-667		80.00	1,559.88
May 03	Outgoing Wire Payment, CA, TONE AND MICHELLE VAL	1,546.25		13.63
May 09	INTERAC e-Transfer Received		100.00	113.63
May 10	INTERAC e-Transfer Sent	22.00		91.63
May 13	Debit Card Purchase, FORTINOS (MAIN	7.90		83.73
May 13	Debit Card Purchase, MCDONALD'S #405	9.25		74.48

continued



TAB C

## Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1998-643</b>				<b>(continued)</b>
Feb 07	Transfer, 3319-3992-667 3587		2,500.00	2,780.69
Feb 07	Outgoing Wire Payment, CA, TONE AND MICHELLE VAL	1,546.25		1,234.44
Feb 07	Outgoing Wire Payment, CA, GAVIN MCFARLAND	1,000.00		234.44
Feb 12	Incoming Wire Payment, CA, MR PETER MATTA		35,000.00	35,234.44
Feb 14	Outgoing Wire Payment, CA, KRISTEN HALFORD	4,724.96		30,509.48
Feb 15	Outgoing Wire Payment, CA, MONICA MATTA	7,000.00		23,509.48
Feb 20	Incoming Wire Payment, CA, MR KEVIN W KAPITAN		180,000.00	203,509.48
Feb 21	Transfer, 3319-3992-667 3587	5,500.00		198,009.48
Feb 21	Transfer, 3319-3992-667 3587	55,000.00		143,009.48
Feb 26	Outgoing Wire Payment, CA, JAMIE WRIGHT	3,000.00		140,009.48
Feb 28	Transfer, 2922-3994-881 3587	2,000.00		138,009.48
Feb 28	INTERAC e-Transfer Sent	1,950.00		136,059.48
Feb 28	Deposit Contents fee, \$\$\$ 46,000@ \$2.25/1000	103.50		135,955.98
Feb 28	Plan Fee	6.00		135,949.98
<b>Feb 28</b>	<b>Closing totals</b>	<b>127,554.25</b>	<b>263,500.00</b>	

Number of items processed ..... 19..... 4

Please check this statement and report any errors or omissions within 30 days of delivery.

### Trade-marks

™/® Trade-marks / registered trade-marks of Bank of Montreal.

®† Trademarks of AIR MILES International Trading B.V. Used under license by LoyaltyOneInc. and Bank of Montreal.

®\* Registered trademark of Mastercard International Incorporated.

®\*\* ADP is a registered trade-mark of ADP North America, Inc.

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### Registration numbers

GST - R100390095 QST - 1000042494

A member of BMO Financial Group 5001816 (08/03)



TAB D

## Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1998-643</b>				<b>(continued)</b>
May 13	Debit Card Purchase, LONGO'S ANCASTE	13.56		60.92
May 14	Online Transfer, TF 3319#3992-667		100.00	160.92
May 14	Debit Card Purchase, FORTINO'S (ANCA	3.93		156.99
May 15	Debit Card Purchase, LONGO'S ANCASTE	13.27		143.72
May 15	Debit Card Purchase, LONGO'S ANCASTE	2.99		140.73
May 15	Debit Card Purchase, RECURRING PYMNT 14MAY2019, VISTAPR VISTAPRINT.CA ON	38.42		102.31
May 15	Debit Card Purchase, RECURRING PYMNT 14MAY2019, VISTAPR VISTAPRINT.CA ON	38.42		63.89
May 15	Debit Card Purchase, RECURRING PYMNT 14MAY2019, VISTAPR VISTAPRINT.CA ON	38.42		25.47
May 15	Debit Card Purchase, RECURRING PYMNT 14MAY2019, VISTAPR VISTAPRINT.CA ON	8.66		16.81
May 16	Online Transfer, TF 3319#3992-667		4.15	20.96
May 16	Debit Card Purchase, DELIRIOUS BURGE	19.89		1.07
May 17	Deposit at, BR. 3297		50,000.00	50,001.07
May 17	Outgoing Wire Payment, CA, ISAAC AND MARY MATTA	22,155.91		27,845.16
May 17	Outgoing Wire Payment, CA, MARK AMELLO	3,301.51		24,543.65
May 17	Outgoing Wire Payment, CA, MONICA MATTA	5,260.27		19,283.38
May 17	Outgoing Wire Payment, CA, MINA MATTA	1,529.32		17,754.06
May 17	Outgoing Wire Payment, CA, BRUNNO JEEVARATHNAM	2,994.45		14,759.61
May 17	Outgoing Wire Payment, CA, ISAAC MATTA	1,667.41		13,092.20
May 17	Outgoing Wire Payment, CA, LUZ ELENA JIMENEZ	2,079.39		11,012.81
May 17	Outgoing Wire Payment, CA, PETER MATTA	5,144.42		5,868.39
May 17	INTERAC e-Transfer Sent	50.00		5,818.39
May 17	Online Transfer, TF 3319#3992-667	200.00		5,618.39
May 17	Online Transfer, TF 3319#3992-667	30.00		5,588.39
May 17	Transfer, 2922-3994-881 3587	1,000.00		4,588.39
May 21	INTERAC e-Transfer Sent	125.00		4,463.39
May 21	Online Transfer, TF 3319#3992-667	350.00		4,113.39
May 21	Transfer, 3319-3989-839 3587	4,000.00		113.39
May 22	Deposit		16,000.00	16,113.39
May 22	Online Transfer, TF 3319#3992-667	1,000.00		15,113.39
May 23	Online Transfer, TF 3319#3992-667	800.00		14,313.39
May 24	Online Transfer, TF 3319#3992-667	300.00		14,013.39
May 24	Debit Card Purchase, DOLLARAMA # 283	20.22		13,993.17
May 24	Debit Card Purchase, LONGO'S ANCASTE	13.96		13,979.21
May 24	Online Transfer, TF 3319#3992-667	2,106.00		11,873.21
May 27	Debit Card Purchase, TIM HORTONS #21	2.25		11,870.96
May 27	Debit Card Purchase, FORTINO'S (ANCA	4.73		11,866.23
May 27	Debit Card Purchase, FORTINO'S (ANCA	3.34		11,862.89

continued

TAB E

## Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				<b>(continued)</b>
Mar 18	Debit Card Purchase, JACKIE'S HAIR S	179.50		639.94
Mar 18	Debit Card Purchase, TIM HORTONS #76	5.05		634.89
Mar 18	Debit Card Purchase, TACO BELL	11.29		623.60
Mar 18	Debit Card Purchase, ESSO CIRCLE K	3.72		619.88
Mar 18	Debit Card Purchase, DOLLARAMA # 283	11.36		608.52
Mar 19	Debit Card Purchase, FORTINO'S (ANCA	148.55		459.97
Mar 19	Debit Card Purchase, MCDONALD'S #405	1.05		458.92
Mar 19	Debit Card Purchase, TIM HORTONS #76	2.30		456.62
Mar 19	Debit Card Purchase, MCDONALD'S #530	2.10		454.52
Mar 19	Debit Card Purchase, CANADIAN TIRE #	18.07		436.45
Mar 19	Debit Card Purchase, WAL-MART #3127	2.62		433.83
Mar 19	Debit Card Purchase, MCDONALD'S #167	2.40		431.43
Mar 19	Debit Card Purchase, PIONEER STN #10	8.11		423.32
Mar 20	Debit Card Purchase, FORTINO'S (ANCA	22.58		400.74
Mar 20	Debit Card Purchase, FORTINO'S (ANCA	54.11		346.63
Mar 20	Debit Card Purchase, WAL-MART #3127	9.06		337.57
Mar 20	Debit Card Purchase, TIM HORTONS #05	2.30		335.27
Mar 20	Debit Card Purchase, MCDONALD'S #722	8.58		326.69
Mar 20	Debit Card Purchase, GIANT TIGER #21	15.06		311.63
Mar 20	Debit Card Purchase, GIANT TIGER STO	4.07		307.56
Mar 20	Debit Card Purchase, TIM HORTONS #14	3.70		303.86
Mar 20	Debit Card Purchase, WAL-MART #3127	4.12		299.74
Mar 20	Debit Card Purchase, PIONEER STN #10	9.57		290.17
Mar 20	Debit Card Purchase, MCDONALD'S #405	7.21		282.96
Mar 23	Debit Card Purchase, TIM HORTONS #05	2.30		280.66
Mar 23	Debit Card Purchase, MCDONALD'S #405	1.05		279.61
Mar 23	Debit Card Purchase, FORTINO'S (ANCA	36.12		243.49
Mar 23	Debit Card Purchase, DAIRY QUEEN 123	29.99		213.50
Mar 23	Debit Card Purchase, LCBO/RAO #0021	47.40		166.10
Mar 23	Debit Card Purchase, GIANT TIGER #21	15.22		150.88
Mar 23	Debit Card Purchase, MCDONALD'S #530	9.03		141.85
Mar 23	Debit Card Purchase, DOLLAR TREE CAN	33.34		108.51
Mar 23	Debit Card Purchase, MCDONALD'S #405	15.22		93.29
Mar 23	Debit Card Purchase, TIM HORTONS #05	2.30		90.99
Mar 23	Debit Card Purchase, PIONEER #279	15.00		75.99
Mar 23	Debit Card Purchase, MCDONALD'S #530	2.10		73.89
Mar 23	INTERAC e-Transfer Received		60.00	133.89
Mar 23	Debit Card Purchase, DOLLAR TREE CAN	23.17		110.72
Mar 23	INTERAC e-Transfer Received		967.52	1,078.24
Mar 23	Debit Card Purchase, M&M FOOD MARKET	45.42		1,032.82
Mar 23	Debit Card Purchase, SHOPPERS DRUG M	30.63		1,002.19

continued

TAB F

## Business Banking statement

INDEPENDENT MORTGAGE ADVISORS INC.  
For the period ending March 31, 2020

## Business Banking



### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				<b>(continued)</b>
Mar 23	Debit Card Purchase, WAL-MART #3127	11.17		991.02
Mar 23	Debit Card Purchase, MCDONALD'S #405	2.25		988.77
Mar 23	Debit Card Purchase, TIM HORTONS #05	2.30		986.47
Mar 23	Debit Card Purchase, CANADIAN TIRE #	64.92		921.55
Mar 23	Debit Card Purchase, GIANT TIGER #21	8.42		913.13
Mar 23	Debit Card Purchase, FORTINO'S	11.05		902.08
Mar 23	Debit Card Purchase, DOLLARAMA # 283	10.23		891.85
Mar 23	Debit Card Purchase, TIM HORTONS #05	2.30		889.55
Mar 23	Debit Card Purchase, RECURRING PYMNT 23MAR2020, AMAZON.CA PRIME MEMBE BC	9.03		880.52
Mar 24	Debit Card Purchase, TIM HORTONS #05	3.55		876.97
Mar 24	Debit Card Purchase, FORTINO'S (ANCA	23.53		853.44
Mar 24	Debit Card Purchase, MCDONALD'S #722	11.18		842.26
Mar 24	Debit Card Purchase, ESSO CIRCLE K	5.24		837.02
Mar 25	Debit Card Purchase, MCDONALD'S #405	2.25		834.77
Mar 25	Debit Card Purchase, TIM HORTONS #05	4.69		830.08
Mar 25	Debit Card Purchase, GIANT TIGER #21	10.10		819.98
Mar 25	Debit Card Purchase, MCDONALD'S #530	3.70		816.28
Mar 25	Debit Card Purchase, FORTINOS (MAIN	35.55		780.73
Mar 25	Debit Card Purchase, FM2 ESSO	2.99		777.74
Mar 25	Debit Card Purchase, SHELL C20346	13.76		763.98
Mar 26	Debit Card Purchase, MCDONALD'S #405	2.25		761.73
Mar 26	Debit Card Purchase, TIM HORTONS #05	2.30		759.43
Mar 26	Debit Card Purchase, DELIRIOUS BURGE	7.63		751.80
Mar 26	Debit Card Purchase, FORTINOS (MAIN	5.29		746.51
Mar 27	INTERAC e-Transfer Received		45.00	791.51
Mar 27	INTERAC e-Transfer Received		30.00	821.51
Mar 27	Debit Card Purchase, MCDONALD'S #405	2.25		819.26
Mar 27	Debit Card Purchase, TIM HORTONS #05	2.30		816.96
Mar 27	Debit Card Purchase, LCBO/RAO #0021	25.75		791.21
Mar 27	Debit Card Purchase, SHOPPERS DRUG M	275.00		516.21
Mar 27	Debit Card Purchase, FORTINO'S (ANCA	8.55		507.66
Mar 27	Debit Card Purchase, ONLINE PURCHASE 26MAR2020, TESLA MOTORS ON	209.70		297.96
Mar 30	Debit Card Purchase, TIM HORTONS #05	2.30		295.66
Mar 30	Debit Card Purchase, FORTINOS (MAIN	37.29		258.37
Mar 30	INTERAC e-Transfer Received		40.00	298.37

continued

TAB G

**Your branch address:**

UNIT 5  
737 GOLF LINKS ROAD  
ANCASTER, ONTARIO L9K1L5

# Business Banking



**INDEPENDENT MORTGAGE ADVISORS INC.**  
**IAN ROSS MCSEVNEY**  
250 UNIVERSITY AVE SUITE 200  
TORONTO ON M5H 3E5

**Your Branch**

ANCASTER  
Transit number: 3319

**For questions about your statement call**  
(905) 304-8419

**Direct Banking**

1-877-262-5907  
www.bmo.com

**Your Plan**

Business Builder 1 Plan


## Business Banking statement

For the period ending April 30, 2020

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Apr 30, 2020
Business Account # 3319 1004-776	454.80	13,960.07	19,390.66	5,885.39

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				
	 Business name: INDEPENDENT MORTGAGE ADVISORS INC.			
<b>Apr 01</b>	<b>Opening balance</b>			<b>454.80</b>
Apr 01	INTERAC e-Transfer Received		900.00	1,354.80
Apr 01	Mobile Cheque Deposit		2,000.00	3,354.80
Apr 01	INTERAC e-Transfer Received		88.00	3,442.80
Apr 01	Transfer, 3319-1998-643 3587	1,530.00		1,912.80
Apr 01	Debit Card Purchase, MCDONALD'S #405	2.25		1,910.55
Apr 01	Debit Card Purchase, TIM HORTONS #05	2.30		1,908.25
Apr 06	Debit Card Purchase, FORTINOS (MAIN	23.84		1,884.41
Apr 06	Debit Card Purchase, FORTINOS (MAIN	34.57		1,849.84
Apr 06	Debit Card Purchase, FORTINOS (MAIN	14.11		1,835.73
Apr 06	INTERAC e-Transfer Received		30.00	1,865.73
Apr 06	Debit Card Purchase, MCDONALD'S #405	10.72		1,855.01

continued





TAB H

## Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				<b>(continued)</b>
Jul 13	Debit Card Purchase, MARY BROWNS 631	12.40		16,165.14
Jul 13	Debit Card Purchase, MARY BROWNS 631	1.77		16,163.37
Jul 13	Debit Card Purchase, LONGO'S ANCASTE	21.05		16,142.32
Jul 13	Debit Card Purchase, SHOPPERS DRUG M	4.50		16,137.82
Jul 14	Debit Card Purchase, TIM HORTONS #76	3.86		16,133.96
Jul 14	Debit Card Purchase, TIM HORTONS #21	9.10		16,124.86
Jul 14	Debit Card Purchase, SHOPPERS DRUG M	60.00		16,064.86
Jul 14	Debit Card Purchase, SHOPPERS DRUG M	3.04		16,061.82
Jul 14	Transfer, 3319-3973-677 3587	65.00		15,996.82
Jul 14	Debit Card Purchase, WAL-MART #3127	3.39		15,993.43
Jul 14	Debit Card Purchase, SHOPPERS DRUG M	19.33		15,974.10
Jul 15	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	100.35		15,873.75
Jul 15	Debit Card Purchase, TIM HORTONS #76	3.86		15,869.89
Jul 15	Debit Card Purchase, FORTINO'S (ANCA	2.42		15,867.47
Jul 15	Debit Card Purchase, STARBUCKS #4901	10.06		15,857.41
Jul 15	Debit Card Purchase, DELIRIOUS BURGE	13.00		15,844.41
Jul 15	Debit Card Purchase, PIONEER STN #10	58.55		15,785.86
Jul 15	INTERAC e-Transfer Sent	600.00		15,185.86
Jul 15	INTERAC e-Transfer Sent	600.00		14,585.86
Jul 15	Online Bill Payment, BEST BUY DESJ	100.00		14,485.86
Jul 15	Debit Card Purchase, BASKIN ROBBINS	9.03		14,476.83
Jul 15	Debit Card Purchase, SUPER CENTER #	12.40		14,464.43
Jul 15	Debit Card Purchase, DOLLARAMA # 283	2.83		14,461.60
Jul 16	Debit Card Purchase, TIM HORTONS #76	3.86		14,457.74
Jul 16	Transfer, 3319-3992-667 3587	2,030.00		12,427.74
Jul 16	Debit Card Purchase, MOUNTAIN EQUIPM	239.93		12,187.81
Jul 16	Debit Card Purchase, MCDONALD'S #401	8.00		12,179.81
Jul 16	Transfer, 3319-3992-667 3587		1,935.00	14,114.81
Jul 16	Debit Card Purchase, WINNERS 457	39.52		14,075.29
Jul 16	Debit Card Purchase, FORTINO'S (ANCA	15.77		14,059.52
Jul 16	Debit Card Purchase, ONLINE PURCHASE 14JUL2020, CORP CANADA/8442775 ON	200.00		13,859.52
Jul 16	Debit Card Purchase, ONLINE PURCHASE 15JUL2020, GODADDY.COM CANADA BC	24.99		13,834.53
Jul 17	Debit Card Purchase, TIM HORTONS #76	1.56		13,832.97
Jul 17	Debit Card Purchase, TIM HORTONS #38	5.54		13,827.43
Jul 17	Debit Card Purchase, DELIRIOUS BURGE	13.00		13,814.43
Jul 17	Debit Card Purchase, MIKEL COFFEE	7.39		13,807.04
Jul 17	Debit Card Purchase, WAL-MART #3127	11.25		13,795.79
Jul 17	Debit Card Purchase, PIONEER STN #10	3.49		13,792.30
Jul 20	Debit Card Purchase, STARBUCKS #4901	10.06		13,782.24

continued

TAB I

## Business Banking statement

INDEPENDENT MORTGAGE ADVISORS INC.  
For the period ending October 30, 2020

## Business Banking



### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				<b>(continued)</b>
Oct 26	Debit Card Purchase, DOLLAR TREE CAN	1.41		5,531.31
Oct 26	Debit Card Purchase, TIM HORTONS #76	3.34		5,527.97
Oct 26	Debit Card Purchase, TIM HORTONS #76	6.86		5,521.11
Oct 26	Debit Card Purchase, MCDONALD'S #250	7.68		5,513.43
Oct 26	Debit Card Purchase, FORTINOS (MAIN	161.28		5,352.15
Oct 26	Debit Card Purchase, TIM HORTONS #21	2.30		5,349.85
Oct 26	Debit Card Purchase, TIM HORTONS #76	5.90		5,343.95
Oct 26	Online Bill Payment, BELL MOB	610.00		4,733.95
Oct 26	Debit Card Purchase, MCDONALD S #291	2.93		4,731.02
Oct 26	Debit Card Purchase, RECURRING PYMNT 24OCT2020, TESLA MOTORS ON	13.20		4,717.82
Oct 27	Debit Card Purchase, TIM HORTONS #76	5.90		4,711.92
Oct 27	Debit Card Purchase, TIM HORTONS #00	3.06		4,708.86
Oct 27	Debit Card Purchase, THE HOME DEPOT	34.13		4,674.73
Oct 27	Debit Card Purchase, MCDONALD'S #405	11.18		4,663.55
Oct 27	Debit Card Purchase, SHOPPERS DRUG M	303.00		4,360.55
Oct 27	Debit Card Purchase, SHOPPERS DRUG M	7.65		4,352.90
Oct 27	Debit Card Purchase, RECURRING PYMNT 27OCT2020, TESLA MOTORS ON	5.93		4,346.97
Oct 28	Debit Card Purchase, TIM HORTONS #76	5.90		4,341.07
Oct 28	Debit Card Purchase, SHOPPERS DRUG M	48.30		4,292.77
Oct 28	INTERAC e-Transfer Sent	120.00		4,172.77
Oct 28	INTERAC e-Transfer Sent	1,127.00		3,045.77
Oct 29	Debit Card Purchase, TIM HORTONS #76	3.92		3,041.85
Oct 29	Debit Card Purchase, MCDONALD'S #405	8.24		3,033.61
Oct 29	Mobile Cheque Deposit		248.08	3,281.69
Oct 29	Debit Card Purchase, HAYES DETAIL SH	339.00		2,942.69
Oct 29	Debit Card Purchase, FORTINO'S (ANCA	9.23		2,933.46
Oct 29	Debit Card Purchase, DOLLARAMA # 283	6.43		2,927.03
Oct 30	Debit Card Purchase, TIM HORTONS #76	5.90		2,921.13
Oct 30	INTERAC e-Transfer Sent	20.00		2,901.13
Oct 30	Debit Card Purchase, FORTINO'S (ANCA	12.63		2,888.50
Oct 30	Debit Card Purchase, SHOPPERS DRUG M	8.67		2,879.83
Oct 30	Plan Fee	22.50		2,857.33
Oct 30	INTERAC e-Transfer Fee, INTERAC E-TRANSFER	12.00		2,845.33

continued

TAB J

## Business Banking statement

INDEPENDENT MORTGAGE ADVISORS INC.  
For the period ending February 26, 2021

## Business Banking



### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				<b>(continued)</b>
Feb 22	Debit Card Purchase, TIM HORTONS #20	3.70		2,045.97
Feb 22	Debit Card Purchase, BARTON CAR WASH	30.00		2,015.97
Feb 22	Debit Card Purchase, FORTINO'S (ANCA	61.55		1,954.42
Feb 22	Debit Card Purchase, TIM HORTONS #05	2.02		1,952.40
Feb 22	Debit Card Purchase, TIM HORTONS #76	3.92		1,948.48
Feb 22	Debit Card Purchase, MCDONALD'S #722	1.93		1,946.55
Feb 22	Debit Card Purchase, MCDONALD'S #405	3.77		1,942.78
Feb 22	Debit Card Purchase, LONGO'S ANCASTE	8.15		1,934.63
Feb 22	Debit Card Purchase, FORTINO'S (ANCA	5.91		1,928.72
Feb 22	Debit Card Purchase, RECURRING PYMNT 20FEB2021, TESLA MOTORS CANADA ON	18.48		1,910.24
Feb 22	Debit Card Purchase, RECURRING PYMNT 20FEB2021, TESLA MOTORS CANADA ON	11.88		1,898.36
Feb 23	Debit Card Purchase, TIM HORTONS #05	5.34		1,893.02
Feb 23	Debit Card Purchase, MCDONALD'S #405	9.37		1,883.65
Feb 23	Debit Card Purchase, THE GRASS HUT	22.38		1,861.27
Feb 23	Debit Card Purchase, MIKELS COFFEE	15.60		1,845.67
Feb 23	Debit Card Purchase, DOLLARAMA # 283	2.77		1,842.90
Feb 23	Debit Card Purchase, SHOPPERS DRUG M	10.12		1,832.78
Feb 23	Debit Card Purchase, RECURRING PYMNT 23FEB2021, AMAZON.CA PRIME MEMBE BC	9.03		1,823.75
Feb 23	Debit Card Purchase, ONLINE PURCHASE 23FEB2021, AMZN MKTP CA LTOUM&IP ON	34.95		1,788.80
Feb 24	Transfer, 3319-3992-667 3587		5,300.00	7,088.80
Feb 24	INTERAC e-Transfer Sent	5,300.00		1,788.80
Feb 24	Debit Card Purchase, TIM HORTONS #76	5.90		1,782.90
Feb 24	Debit Card Purchase, SYNONYM SHOP	12.43		1,770.47
Feb 24	Debit Card Purchase, TIM HORTONS #00	3.06		1,767.41
Feb 24	Debit Card Purchase, MARY BROWNS 631	11.29		1,756.12
Feb 24	Debit Card Purchase, LONGO'S ANCASTE	6.04		1,750.08
Feb 24	Debit Card Purchase, SHOPPERS DRUG M	3.82		1,746.26
Feb 24	Debit Card Purchase, PIONEER STN #10	3.15		1,743.11
Feb 24	Mobile Cheque Deposit		900.00	2,643.11
Feb 24	Debit Card Purchase, RECURRING PYMNT 24FEB2021, TESLA MOTORS CANADA ON	8.79		2,634.32
Feb 25	Direct Deposit, DOLLARAMA PAY/PAY		241.79	2,876.11
Feb 25	Debit Card Purchase, TIM HORTONS #76	5.34		2,870.77
Feb 25	Debit Card Purchase, WINNERS 457	5.63		2,865.14

continued

TAB K

**Your branch address:**

UNIT 5  
737 GOLF LINKS ROAD  
ANCASTER, ONTARIO L9K1L5

# Business Banking



**INDEPENDENT MORTGAGE ADVISORS INC.**  
148 BLAIR LANE  
ANCASTER ON L9G 1B7

**Your Branch**

ANCASTER  
Transit number: 3319

**For questions about your statement call**  
(905) 304-8419

**Direct Banking**

1-877-262-5907  
www.bmo.com

**Your Plan**

Business Builder 1 Plan


## Business Banking statement

For the period ending March 31, 2021

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Mar 31, 2021
Business Account # 3319 1004-776	2,552.90	12,914.33	73,169.53	62,808.10

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				
	 Business name: INDEPENDENT MORTGAGE ADVISORS INC.			
<b>Feb 27</b>	<b>Opening balance</b>			<b>2,552.90</b>
Mar 01	Debit Card Purchase, TIM HORTONS #05	6.41		2,546.49
Mar 01	Debit Card Purchase, MCDONALD'S #530	8.46		2,538.03
Mar 01	Debit Card Purchase, FORTINO'S (ANCA	9.57		2,528.46
Mar 01	Debit Card Purchase, MCDONALD'S #405	5.19		2,523.27
Mar 01	Debit Card Purchase, TIM HORTONS #76	7.02		2,516.25
Mar 01	Debit Card Purchase, STARBUCKS #1734	9.27		2,506.98
Mar 01	Debit Card Purchase, TIM HORTONS #21	3.06		2,503.92
Mar 01	Debit Card Purchase, MCDONALD'S #722	11.06		2,492.86
Mar 01	INTERAC e-Transfer Received		1,220.00	3,712.86
Mar 01	INTERAC e-Transfer Sent	3,000.00		712.86
Mar 01	Debit Card Purchase, TIM HORTONS #76	7.59		705.27

continued





TAB L

## Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				<b>(continued)</b>
Mar 12	INTERAC e-Transfer Received		2,670.00	3,762.91
Mar 12	INTERAC e-Transfer Sent	1,813.20		1,949.71
Mar 12	INTERAC e-Transfer Received		1,240.00	3,189.71
Mar 12	INTERAC e-Transfer Sent	15.00		3,174.71
Mar 12	Debit Card Purchase, ONLINE PURCHASE 12MAR2021, AMZN MKTP CA T94672W3 ON	22.05		3,152.66
Mar 15	Debit Card Purchase, MCDONALD'S #405	8.24		3,144.42
Mar 15	Debit Card Purchase, TIM HORTONS #76	3.92		3,140.50
Mar 15	Debit Card Purchase, TRADE SECRETS	24.85		3,115.65
Mar 15	Debit Card Purchase, SYNONYM SHOP	8.77		3,106.88
Mar 15	Debit Card Purchase, THE COOP WICKED	25.98		3,080.90
Mar 15	Debit Card Purchase, THE GRASS HUT	7.63		3,073.27
Mar 15	Debit Card Purchase, LONGO'S ANCASTE	19.58		3,053.69
Mar 15	Debit Card Purchase, TIM HORTONS #76	3.92		3,049.77
Mar 15	Debit Card Purchase, FORTINOS	137.57		2,912.20
Mar 15	Debit Card Purchase, TIM HORTONS #76	5.67		2,906.53
Mar 15	INTERAC e-Transfer Sent	60.00		2,846.53
Mar 15	INTERAC e-Transfer Sent	1,820.00		1,026.53
Mar 16	Debit Card Purchase, PIZZA PIZZA # 1	6.78		1,019.75
Mar 16	Debit Card Purchase, DOLLARAMA # 283	6.78		1,012.97
Mar 16	Debit Card Purchase, DOLLARAMA # 283	4.52		1,008.45
Mar 16	Debit Card Purchase, DOLLARAMA #1351	3.19		1,005.26
Mar 16	Debit Card Purchase, DOLLAR TREE CAN	2.83		1,002.43
Mar 16	Debit Card Purchase, ONLINE PURCHASE 15MAR2021, GODADDY.COM CANADA BC	24.99		977.44
Mar 17	Debit Card Purchase, TIM HORTONS #76	5.90		971.54
Mar 17	Debit Card Purchase, TIM HORTONS #21	3.06		968.48
Mar 17	Debit Card Purchase, THE GRASS HUT	7.63		960.85
Mar 17	Debit Card Purchase, DELIRIOUS BURGE	8.76		952.09
Mar 17	Debit Card Purchase, DOLLARAMA #1351	3.53		948.56
Mar 17	Debit Card Purchase, LONGO'S ANCASTE	5.65		942.91
Mar 18	Debit Card Purchase, TIM HORTONS #76	7.59		935.32
Mar 18	Debit Card Purchase, MCDONALD'S #697	11.05		924.27
Mar 18	Debit Card Purchase, FORTINO'S (ANCA	28.41		895.86
Mar 19	INTERAC e-Transfer Received		100.00	995.86
Mar 19	INTERAC e-Transfer Received		1,050.00	2,045.86
Mar 19	INTERAC e-Transfer Received		1,200.00	3,245.86
Mar 19	Debit Card Purchase, MCDONALD'S #405	1.93		3,243.93
Mar 19	Debit Card Purchase, TIM HORTONS #76	9.27		3,234.66
Mar 19	INTERAC e-Transfer Sent	100.00		3,134.66
Mar 19	Debit Card Purchase, DHL EXPRESS (CA	99.82		3,034.84

continued

TAB M

**Your branch address:**

UNIT 5  
737 GOLF LINKS ROAD  
ANCASTER, ONTARIO L9K1L5

# Business Banking



**INDEPENDENT MORTGAGE ADVISORS INC.**  
148 BLAIR LANE  
ANCASTER ON L9G 1B7

**Your Branch**

ANCASTER  
Transit number: 3319

**For questions about your statement call**  
(905) 304-8419

**Direct Banking**

1-877-262-5907  
www.bmo.com

**Your Plan**

Business Builder 1 Plan


## Business Banking statement

For the period ending April 30, 2021

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Apr 30, 2021
Business Account # 3319 1004-776	62,808.10	104,159.07	48,291.30	6,940.33

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Business Account # 3319 1004-776</b>				
	Business name: INDEPENDENT MORTGAGE ADVISORS INC.			
<b>Apr 01</b>	<b>Opening balance</b>			<b>62,808.10</b>
Apr 01	INTERAC e-Transfer Sent	2,000.00		60,808.10
Apr 01	INTERAC e-Transfer Sent	150.00		60,658.10
Apr 01	Debit Card Purchase, TIM HORTONS #76	5.90		60,652.20
Apr 01	Debit Card Purchase, MCDONALD S #291	7.56		60,644.64
Apr 01	INTERAC e-Transfer Received		15.00	60,659.64
Apr 01	Debit Card Purchase, TIM HORTONS #00	3.06		60,656.58
Apr 01	INTERAC e-Transfer Sent	20.00		60,636.58
Apr 01	Debit Card Purchase, 7 ELEVEN STORE	30.01		60,606.57
Apr 01	Debit Card Purchase, DELIRIOUS BURGE	13.00		60,593.57
Apr 01	Debit Card Purchase, LCBO/RAO #665	28.20		60,565.37
Apr 01	Debit Card Purchase, WALMART STORE #	19.72		60,545.65

continued



TAB N

# Your Everyday Banking statement

MR IAN R MCSEVNEY  
For the period ending May 04, 2018

# Everyday Banking



## Here's what happened in your account (continued)

Date	Description	Amounts deducted from your account (\$)	Amounts added to your account (\$)	Balance (\$)
<b>Primary Chequing Account # 3319 3992-667</b>				<b>(continued)</b>
Apr 16	Debit Card Purchase, MCDONALD'S #405	13.64		1,090.19
Apr 16	Debit Card Purchase, TIM HORTONS #21	2.19		1,088.00
Apr 16	Debit Card Purchase, LONGO'S ANCASTE	21.28		1,066.72
Apr 16	Debit Card Purchase, MCDONALD'S #405	13.30		1,053.42
Apr 16	INTERAC e-Transfer Received		250.00	1,303.42
Apr 16	Online Transfer, TF 0000000022197849821		1,450.00	2,753.42
Apr 16	INTERAC e-Transfer Sent	1,450.00		1,303.42
Apr 16	Pre-Authorized Payment, AVIVA INS/ASS	112.67		1,190.75
Apr 16	Pre-Authorized Payment, AVIVA INS/ASS	129.41		1,061.34
Apr 16	Debit Card Purchase, TIM HORTONS #05	7.54		1,053.80
Apr 16	Transfer, 2922-3994-881 3587	140.00		913.80
Apr 16	Debit Card Purchase, TIM HORTONS #05	2.19		911.61
Apr 16	Debit Card Purchase, FAMOUS PLAYER #	30.48		881.13
Apr 16	Debit Card Purchase, FAMOUS PLAYER #	32.70		848.43
Apr 16	Debit Card Purchase, LITTLE CAESARS	18.05		830.38
Apr 16	Debit Card Purchase, HUSKY UPPER JAM	50.00		780.38
Apr 16	Debit Card Purchase, THE BURGER'S PR	31.40		748.98
Apr 17	Debit Card Purchase, TIM HORTONS #05	5.95		743.03
Apr 17	Debit Card Purchase, MCDONALD'S #401	7.45		735.58
Apr 17	Debit Card Purchase, MCDONALD'S #401	1.05		734.53
Apr 17	Debit Card Purchase, TIM HORTONS #05	6.40		728.13
Apr 17	Debit Card Purchase, FORTINO'S (ANCA	16.28		711.85
Apr 17	Debit Card Purchase, FORTINO'S (ANCA	5.18		706.67
Apr 17	Debit Card Purchase, SHOPPERS DRUG M	21.44		685.23
Apr 18	Debit Card Purchase, TIM HORTONS #05	2.19		683.04
Apr 18	Incoming Wire Payment, CA, OANDA (CANADA) CORPOR		66,000.00	66,683.04
Apr 18	Wire Payment Fee, HANDLING CHG 025485000	14.00		66,669.04
Apr 18	Online Transfer, TF 0005191230193652303	11,000.00		55,669.04
Apr 18	Online Bill Payment, CANACRD GENUITY	7,500.00		48,169.04
Apr 18	Debit Card Purchase, TIM HORTONS #21	4.95		48,164.09
Apr 18	Transfer, 3319-3999-922 3587	7,500.00		40,664.09
Apr 19	Debit Card Purchase, TIM HORTONS #05	8.99		40,655.10
Apr 19	Debit Card Purchase, GREAT CLIPS	25.34		40,629.76
Apr 19	Debit Card Purchase, TIM HORTONS #05	1.98		40,627.78
Apr 19	Debit Card Purchase, SAMMYS PATIO AN	34.07		40,593.71

continued



TAB O

# Your Everyday Banking statement

MR IAN R MCSEVNEY  
For the period ending February 05, 2019

# Everyday Banking



## Here's what happened in your account (continued)

Date	Description	Amounts deducted from your account (\$)	Amounts added to your account (\$)	Balance (\$)
<b>Primary Chequing Account # 3319 3992-667</b>				<b>(continued)</b>
Jan 23	Pre-Authorized Payment, RBC LOAN PYMT LNS/PRE	952.14		65,426.40
Jan 23	Debit Card Purchase, TIM HORTONS #76	5.69		65,420.71
Jan 23	Online Transfer, TF 3319#1998-643	25,000.00		40,420.71
Jan 23	Transfer, 2922-3994-881 3587	2,000.00		38,420.71
Jan 23	Debit Card Purchase, LANDMARK 6 JACK	12.50		38,408.21
Jan 23	Debit Card Purchase, LANDMARK 6 JACK	16.43		38,391.78
Jan 23	Debit Card Purchase, TIM HORTONS #76	2.25		38,389.53
Jan 24	Debit Card Purchase, TIM HORTONS #76	5.69		38,383.84
Jan 24	Debit Card Purchase, MCDONALD'S #291	3.03		38,380.81
Jan 24	Debit Card Purchase, TIM HORTONS #76	2.25		38,378.56
Jan 24	Debit Card Purchase, DOLLARAMA # 283	2.26		38,376.30
Jan 24	Debit Card Purchase, BUFFALO WILD WI	79.50		38,296.80
Jan 25	Pre-Authorized Payment, RBCINS-LIFE INS/ASS	113.40		38,183.40
Jan 25	Debit Card Purchase, TIM HORTONS #76	5.42		38,177.98
Jan 25	Debit Card Purchase, TUXMAT INC	280.81		37,897.17
Jan 25	Debit Card Purchase, TIM HORTONS #05	2.25		37,894.92
Jan 28	Debit Card Purchase, TIM HORTONS #21	5.69		37,889.23
Jan 28	Debit Card Purchase, LANDMARK 6 JACK	9.59		37,879.64
Jan 28	Debit Card Purchase, COKE_62105514	4.50		37,875.14
Jan 28	ABM Withdrawal, 116 KING ST W	100.00		37,775.14
Jan 28	Debit Card Purchase, TIM HORTONS #76	6.04		37,769.10
Jan 28	INTERAC e-Transfer Sent	1,000.00		36,769.10
Jan 28	Online Transfer, TF 3319#3989-839	2,710.00		34,059.10
Jan 28	INTERAC e-Transfer Sent	125.00		33,934.10
Jan 29	Debit Card Purchase, LOWE'S #2971	18.52		33,915.58
Jan 29	Debit Card Purchase, TIM HORTONS #76	5.69		33,909.89
Jan 29	Pre-Authorized Payment, TANGERINE MTG/HYP	2,106.91		31,802.98
Jan 30	Debit Card Purchase, THE OAKVILLE PU	86.34		31,716.64
Jan 30	Debit Card Purchase, 1742279 ONTARIO	41.40		31,675.24
Jan 30	Debit Card Purchase, WAL-MART #3127	26.94		31,648.30
Jan 30	Debit Card Purchase, MCDONALD'S #167	7.33		31,640.97
Jan 31	Debit Card Purchase, TIM HORTONS #76	5.69		31,635.28
Jan 31	INTERAC e-Transfer Received		125.00	31,760.28
Jan 31	Online Bill Payment, TANGERINE MC	185.00		31,575.28
Jan 31	Debit Card Purchase, FAMOUS PLAYER #	12.50		31,562.78
Jan 31	Performance Plan Fee	15.95		31,546.83

continued





TAB P

**Your branch address:**

UNIT 5  
737 GOLF LINKS ROAD  
ANCASTER, ONTARIO L9K1L5

**MR IAN R MCSEVNEY**  
148 BLAIR LANE  
ANCASTER ON L9G 1B7

# Everyday Banking



**Your Branch**

ANCASTER  
Transit number: 3319

**For questions about your statement call**  
(905) 304-8419

**Direct Banking**

1-800-363-9992  
www.bmo.com

**Your Plan**

Performance Plan

## Your Everyday Banking statement


For the period ending January 05, 2021

### Summary of your account

Account	Opening balance (\$)	Total amount deducted (\$)	Total amount added (\$)	Closing balance (\$) on Jan 05, 2021
Primary Chequing Account # 3319 3992-667	1.75	7,069.94	7,200.00	131.81

Data Privacy Day is January 28. Never post your birthday or personal information on social media sites. This information can be used to target you. For more security tips, visit [bmo.com/security](http://bmo.com/security).

### Here's what happened in your account

Date	Description	Amounts deducted from your account (\$)	Amounts added to your account (\$)	Balance (\$)
<b>Primary Chequing Account # 3319 3992-667</b>				
				
	Owner: MR IAN R MCSEVNEY			
<b>Dec 05</b>	<b>Opening balance</b>			<b>1.75</b>
Dec 07	INTERAC e-Transfer Received		1,000.00	1,001.75
Dec 07	INTERAC e-Transfer Received		1,000.00	2,001.75
Dec 07	INTERAC e-Transfer Received		1,155.00	3,156.75
Dec 08	INTERAC e-Transfer Sent	1,000.00		2,156.75
Dec 08	Debit Card Purchase, ONLINE PURCHASE 7DEC2020, OANDA (CANADA) CORPOR ON	1,000.00		1,156.75
Dec 08	Debit Card Purchase, ONLINE PURCHASE 7DEC2020, OANDA (CANADA) CORPOR ON	1,000.00		156.75
Dec 09	INTERAC e-Transfer Received		1,000.00	1,156.75
Dec 10	INTERAC e-Transfer Sent	13.00		1,143.75
Dec 10	Debit Card Purchase, ONLINE PURCHASE 9DEC2020, OANDA (CANADA) CORPOR ON	1,000.00		143.75

continued



TAB Q

**Your branch address:**

UNIT 5  
737 GOLF LINKS ROAD  
ANCASTER, ONTARIO L9K1L5

**MR IAN R MCSEVNEY**  
148 BLAIR LANE  
ANCASTER ON L9G 1B7

# Everyday Banking



**Your Branch**

ANCASTER  
Transit number: 3319

**For questions about your statement call**  
(905) 304-8419

**Direct Banking**

1-800-363-9992  
www.bmo.com

**Your Plan**

Performance Plan

## Your Everyday Banking statement


For the period ending March 05, 2021

### Summary of your account

Account	Opening balance (\$)	Total amounts deducted (\$)	Total amounts added (\$)	Closing balance (\$) on Mar 05, 2021
Primary Chequing Account # 3319 3992-667	0.39	14,622.63	14,636.88	14.64

March is Fraud Prevention Month. If you're not sure if an email, text or call is from BMO, contact us. Call us using the number on the back of your debit or credit card, send suspicious emails or texts as attachments to [phishing@bmo.com](mailto:phishing@bmo.com) and visit [bmo.com/security](http://bmo.com/security).

### Here's what happened in your account

Date	Description	Amounts deducted from your account (\$)	Amounts added to your account (\$)	Balance (\$)
<b>Primary Chequing Account # 3319 3992-667</b>				
		Owner: MR IAN R MCSEVNEY		
<b>Feb 06</b>	<b>Opening balance</b>			<b>0.39</b>
Feb 08	Pre-Authorized Payment, TANGERINE BANK MTG/HYP	5,424.51		-5,424.12
Feb 08	ABM Deposit, 737 GOLF LINKS		1,400.00	-4,024.12
Feb 08	INTERAC e-Transfer Received		1,840.42	-2,183.70
Feb 08	INTERAC e-Transfer Received		2,000.00	-183.70
Feb 08	INTERAC e-Transfer Received		200.00	16.30
Feb 12	INTERAC e-Transfer Received		200.00	216.30
Feb 12	INTERAC e-Transfer Received		200.00	416.30
Feb 12	INTERAC e-Transfer Sent	416.00		0.30
Feb 12	INTERAC e-Transfer Received		200.00	200.30
Feb 12	INTERAC e-Transfer Sent	200.00		0.30

continued



TAB R

LAND  
REGISTRY  
OFFICE #62

18323-0015 (LT)

PAGE 1 OF 5  
PREPARED FOR Patricia01  
ON 2022/01/12 AT 12:25:35

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

PROPERTY DESCRIPTION: UNIT 15, LEVEL 1, WENTWORTH CONDOMINIUM PLAN NO. 323 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BLK 87 PL 62M881; ANCASTER, PARTS 32, 33, 34, 35, 36, 37, 40, 41, 42, 43, 44, 45, 46, 52, 53, 54, 55, 56, 57, 58, 59, 63 AND 64 ON 62R15871; S/T AN EASEMENT OVER PART 1 ON 62R13618 AS IN LT420910; S/T AN EASEMENT OVER PART 1 ON 62R13618 AS IN LT420921; S/T AND T/W THE VARIOUS EASEMENTS AS IN WE44885; HAMILTON.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 17417-0698

PIN CREATION DATE:

2001/07/10

OWNERS' NAMES

ANDREWS, NATHAN  
ANDREWS, VERA

CAPACITY SHARE

JTEN  
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<i>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2001/07/10 **</i>						
62R13618	1995/11/30	PLAN REFERENCE				C
LT396988	1996/01/05	NOTICE		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE TOWN OF ANCASTER	
LT420910	1996/09/25	TRANSFER EASEMENT		JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
		<i>REMARKS: PART 1 ON 62R-13618</i>				
LT420921	1996/09/25	TRANSFER EASEMENT		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
		<i>REMARKS: PART 1 ON 62R-13618</i>				
62M881	1999/06/11	PLAN SUBDIVISION				C
LT557176	1999/06/22	NO SUB AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	
		<i>REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93,94. SECONDLY LANDS/ DELETED BY WE592334 (ON 2013/12/02 CH)</i>				
LT557187	1999/06/22	NO SUB AGREEMENT		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
		<i>REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93 AND 94. SECONDLY LANDS</i>				
LT559677	1999/07/05	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	STARWARD HOMES LIMITED	
		<i>REMARKS: PLANNING ACT STATEMENT</i>				
LT559678	1999/07/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** STARWARD HOMES LIMITED	JERSEYVILLE FARMS LIMITED FRACARSAN CORPORATION	
LT574110	1999/10/13	NOTICE AGREEMENT		STARWARD HOMES LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
LT579153	1999/11/18	CHARGE		*** DELETED AGAINST THIS PROPERTY *** STARWARD HOMES LIMITED	THE TORONTO-DOMINION BANK	
LT609916	2000/07/14	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	GLENRIO FINANCING LIMITED	
		REMARKS: DELETED BY WE79840 2012/12/13 C.J.				
WE19791	2001/01/05	NOTICE AGREEMENT		THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	STARWARD HOMES LIMITED	C
		REMARKS: JOINT SERVICE				
62R15871	2001/06/13	PLAN REFERENCE				C
		REMARKS: PARTS 2, 3, 4, 13, 14, 15, 19, 21, 27, 35, 36, 42, 43, 44, 46, 47, 49, 50, 51, 52, 53, 58, 64, 65, 66 AND 67 S/T EASEMENT IN LT420910 AND LT420921. PART 9 S/T EASEMENT IN LT547735.				
WE44885	2001/07/09	DECLARATION CONDO		STARWARD HOMES LIMITED		C
WCP323	2001/07/09	PLAN CONDOMINIUM				C
WE46305	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO. 1				
WE46306	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO. 2				
WE46307	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO.3				
WE46308	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO.4				
WE46309	2001/07/19	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
		REMARKS: NO.5				
WE49810	2001/08/08	NOTICE		WENTWORTH CONDOMINIUM CORPORATION NO. 323	STARWARD HOMES LIMITED	C
WE50296	2001/08/10	TRANSFER		*** COMPLETELY DELETED *** STARWARD HOMES LIMITED	BIAGIONI, EUGENE	
WE50297	2001/08/10	CHARGE		*** COMPLETELY DELETED *** BIAGIONI, EUGENE	HSBC BANK CANADA	
WE50313	2001/08/10	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				FRACARSAN CORPORATION GLENRIO FINANCING LIMITED		
				REMARKS: RE: LT559678		
WE50321	2001/08/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: RE: LT579153		
WE173292	2003/07/21	NO CHNG ADDR CONDO		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
WE307661	2005/05/06	CONDO BYLAW/98		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
				REMARKS: BY-LAW NO. 6		
WE307801	2005/05/06	NOTICE		WENTWORTH CONDOMINIUM CORPORATION NO. 323		C
WE554678	2008/06/19	CHARGE		*** COMPLETELY DELETED *** BIAGIONI, EUGENE	HSBC BANK CANADA	
WE573944	2008/09/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
				REMARKS: RE: WE50297		
WE592335	2008/12/01	NO COMPL SUB AGR		*** COMPLETELY DELETED ***	CITY OF HAMILTON	
				REMARKS: RE: LT557176		
WE592339	2008/12/01	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	CITY OF HAMILTON	
				REMARKS: RE: LT396988		
WE1120336	2016/05/19	CHARGE		*** COMPLETELY DELETED *** BIAGIONI, EUGENE	THE BANK OF NOVA SCOTIA	
WE1124704	2016/06/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
				REMARKS: WE554678.		
WE1161802	2016/11/01	TRANSFER		*** COMPLETELY DELETED *** BIAGIONI, EUGENE	MCSEVNEY, IAN ROSS	
WE1161803	2016/11/01	CHARGE		*** COMPLETELY DELETED *** MCSEVNEY, IAN ROSS	COMPUTERSHARE TRUST COMPANY OF CANADA	



REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1162746	2016/11/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
	REMARKS: WE1120336.					
WE1176623	2017/01/04	NOTICE	\$2	WENTWORTH STANDARD CONDOMINIUM CORPORATION NO. 339		C
WE1376095	2019/08/23	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	PARADIGM QUEST INC.	
	REMARKS: WE1161803.					
WE1397728	2019/11/27	CONDO LIEN/98		*** COMPLETELY DELETED *** WENTWORTH CONDOMINIUM CORPORATION NO. 323		
WE1408433	2020/01/16	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PARADIGM QUEST INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
	REMARKS: WE1376095.					
WE1431366	2020/05/19	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	PARADIGM QUEST INC.	
	REMARKS: WE1161803					
WE1444129	2020/07/27	DIS CONDO LIEN		*** COMPLETELY DELETED *** WENTWORTH CONDOMINIUM CORPORATION NO. 323		
	REMARKS: WE1397728.					
WE1445922	2020/08/04	TRANSFER		*** COMPLETELY DELETED *** MCSEVNEY, IAN ROSS	12195585 CANADA INC.	
WE1445923	2020/08/04	CHARGE	\$370,000	12195585 CANADA INC.	BARBALAT MEDICINE PROFESSIONAL CORPORATION	C
WE1445924	2020/08/04	NO ASSGN RENT GEN		12195585 CANADA INC.	BARBALAT MEDICINE PROFESSIONAL CORPORATION	C
	REMARKS: WE1445923.					
WE1445925	2020/08/04	CHARGE	\$53,950	12195585 CANADA INC.	MEDVEDOVSKY, VITALY	C
WE1445926	2020/08/04	NO ASSGN RENT GEN		12195585 CANADA INC.	MEDVEDOVSKY, VITALY	C
	REMARKS: WE1445925.					
WE1447285	2020/08/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** PARADIGM QUEST INC.		
	REMARKS: WE1161803.					
WE1549856	2021/09/29	CONDO LIEN/98	\$2,406	WENTWORTH CONDOMINIUM CORPORATION NO. 323		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #62

18323-0015 (LT)

PREPARED FOR Patricia01  
ON 2022/01/12 AT 12:25:35

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1570083	2021/12/20	TRANSFER	\$700,000	12195585 CANADA INC.	ANDREWS, NATHAN ANDREWS, VERA	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
WE1570084	2021/12/20	CHARGE	\$596,240	ANDREWS, NATHAN ANDREWS, VERA	CANADIAN IMPERIAL BANK OF COMMERCE	C
WE1570220	2021/12/20	DISCH OF CHARGE		BARBALAT MEDICINE PROFESSIONAL CORPORATION		
		<i>REMARKS: WE1445923.</i>				
WE1570221	2021/12/20	DISCH OF CHARGE		MEDVEDOVSKY, VITALY		
		<i>REMARKS: WE1445925.</i>				
WE1573819	2022/01/11	DIS CONDO LIEN		WENTWORTH CONDOMINIUM CORPORATION NO. 323		
		<i>REMARKS: WE1549856.</i>				

TAB S

PROPERTY DESCRIPTION: PCL 13-1, SEC M74 ; LT 13, PL M74 ; HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
1995/01/23

OWNERS' NAMES  
MCSEVNEY, ELAINE

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/01/23 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/01/23**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/01/20 **</b></p>						
HL167546	1961/06/29	BYLAW				C
LT326431	1992/07/24	TRANSFER		*** COMPLETELY DELETED ***	GAWRYLASH, DONNA CAROL GAWRYLASH, DENNIS JAMES	
LT326432	1992/07/24	CHARGE		*** COMPLETELY DELETED ***	CANADA TRUSTCO MORTGAGE COMPANY	
LT330200	1992/09/16	NOTICE		*** COMPLETELY DELETED ***		
REMARKS: LT326432						
WE101465	2002/06/21	TRANSFER		*** COMPLETELY DELETED *** GAWRYLASH, DENNIS JAMES GAWRYLASH, DONNA CAROL	EL-DORRA, AHMAD EL-DORRA, SOVANA	
WE101466	2002/06/21	CHARGE		*** COMPLETELY DELETED *** EL-DORRA, SOVANA EL-DORRA, AHMAD	THE BANK OF NOVA SCOTIA	
WE108349	2002/07/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA TRUSTCO MORTGAGE COMPANY		
REMARKS: RE: LT326432						
WE384639	2006/04/18	TRANSFER		*** COMPLETELY DELETED *** EL-DORRA, AHMAD EL-DORRA, SOVANA	MCSEVNEY, MARGARET MCSEVNEY, MATTHEW	

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE384640	2006/04/18	CHARGE		*** COMPLETELY DELETED *** MCSEVNEY, MATTHEW MCSEVNEY, MARGARET	FIRST NATIONAL FINANCIAL CORPORATION	
WE388289	2006/05/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
		REMARKS: RE: WE101466				
WE1186358	2017/02/15	TRANSFER	\$80,000	MCSEVNEY, MARGARET MCSEVNEY, MATTHEW	MCSEVNEY, ELAINE	C
WE1186359	2017/02/15	CHARGE		*** COMPLETELY DELETED *** MCSEVNEY, ELAINE	MCAP SERVICE CORPORATION	
WE1190531	2017/03/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL CORPORATION		
		REMARKS: WE384640.				
WE1364251	2019/06/28	CHARGE		*** COMPLETELY DELETED *** MCSEVNEY, ELAINE	1475310 ONTARIO LIMITED CARLING, BRENDA	
WE1441246	2020/07/13	CHARGE	\$450,000	MCSEVNEY, ELAINE	COMPUTERSHARE TRUST COMPANY OF CANADA	C
WE1441347	2020/07/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1475310 ONTARIO LIMITED CARLING, BRENDA		
		REMARKS: WE1364251.				
WE1453587	2020/09/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** MCAP SERVICE CORPORATION		
		REMARKS: WE1186359.				

TAB T

PROPERTY DESCRIPTION: LT 105, PL 783 ; ANCASTER (AMENDED 08/08/00 BY LR2) CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/03/25

OWNERS' NAMES

CIOCI, SANDRO

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/03/25 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/03/25**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/03/22 **</b></p> <p><b>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</b></p> <p><b>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</b></p> <p><b>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</b></p> <p><b>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</b></p> <p><b>**DATE OF CONVERSION TO LAND TITLES: 1996/03/25 **</b></p>						
CD270950	1984/01/30	TRANSFER		*** COMPLETELY DELETED ***	CATLIN, KATHRYN SUZANNE	
VM84226	1991/05/24	CHARGE		*** COMPLETELY DELETED ***	BAMFORD, ANNE SZIVEK, JOHN SZIVEK, ANNA	
VM84227	1991/05/24	CHARGE		*** COMPLETELY DELETED ***	TJENG, GIAM	
VM143716	1993/01/15	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***	NATE KATZ HOLDINGS LTD.	
		REMARKS: VM84226				
VM217086	1995/09/08	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		

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17422-0177 (LT)

PREPARED FOR DSparrow  
ON 2021/05/19 AT 15:21:08

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					TJENG, INDRAWATI TJENG, GIAM	
	<i>REMARKS: VM84227</i>					
WE57884	2001/09/27	CERT TAX ARREARS		*** COMPLETELY DELETED *** CITY OF HAMILTON		
WE63116	2001/10/30	DECLARATION		*** COMPLETELY DELETED *** CITY OF HAMILTON		
	<i>REMARKS: WE57884</i>					
WE98716	2002/06/06	APL OF SURV-CHRG		*** COMPLETELY DELETED *** TJENG, GIAM - DECEASED	TJENG, INDRAWATI	
	<i>REMARKS: VM84227</i>					
WE119308	2002/09/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATE KATZ HOLDINGS LTD.		
	<i>REMARKS: RE: VM84226</i>					
WE119309	2002/09/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** TJENG, INDRAWATI		
	<i>REMARKS: RE: VM84227</i>					
WE119310	2002/09/13	APL (GENERAL)		*** COMPLETELY DELETED *** CATLIN, KATHRYN SUZANNE		
	<i>REMARKS: DELETING S/T EXECUTIONS 91-02923 &amp; 92-00843 IF ENFORCEABLE</i>					
WE126064	2002/10/23	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	CITY OF HAMILTON	
	<i>REMARKS: RE: WE57884</i>					
WE156977	2003/04/24	TRANSFER		*** COMPLETELY DELETED *** CATLIN, KATHRYN SUZANNE	MCSEVNEY, IAN ROSS WARD-MCSEVNEY, CHRISTIE	
WE156978	2003/04/24	CHARGE		*** COMPLETELY DELETED *** MCSEVNEY, IAN ROSS WARD-MCSEVNEY, CHRISTIE	THE TORONTO-DOMINION BANK	
WE334949	2005/09/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	<i>REMARKS: RE: WE156978</i>					

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



REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE395924	2006/06/02	TRANSFER		*** COMPLETELY DELETED *** MCSEVNEY, IAN ROSS WARD-MCSEVNEY, CHRISTIE  REMARKS: SUBJECT TO EXECUTION NO. 06-0000755, MCSEVNEY, IAN ROSS ; IF ENFORCEABLE, SUBJECT TO EXECUTION NO. 06-0000755, MCSEVNEY, IAN R ; IF ENFORCEABLE, SUBJECT TO EXECUTION NO. 06-0000755, WARD, -MCSEVNEY, CHRISTIE B ; IF ENFORCEABLE, SUBJECT TO EXECUTION NO. 06-0000755, WARD-MCSEVNEY, CHRISTIE ; IF ENFORCEABLE PLANNING ACT STATEMENTS ; EXECUTION NO. 06-0000755 DELETED BY WE737212	MCSEVNEY, ELAINE KAREN	
WE395935	2006/06/02	CHARGE		*** COMPLETELY DELETED *** MCSEVNEY, ELAINE KAREN	BRIDGEWATER FINANCIAL SERVICES LTD.	
WE737212	2011/01/07	APL (GENERAL)		*** COMPLETELY DELETED *** MCSEVNEY, ELAINE KAREN  REMARKS: DELETING EXECUTION NO. 06-0000755 FROM WE395924		
WE737230	2011/01/07	TRANSFER		*** COMPLETELY DELETED *** MCSEVNEY, ELAINE KAREN	URQUHART, JOHN	
WE737231	2011/01/07	CHARGE		*** COMPLETELY DELETED *** URQUHART, JOHN	NATIONAL BANK OF CANADA	
WE739884	2011/01/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** BRIDGEWATER BANK  REMARKS: WE395935.		
WE1146211	2016/08/31	TRANSFER		*** COMPLETELY DELETED *** URQUHART, JOHN	MCSEVNEY, IAN	
WE1146214	2016/08/31	TRANSFER		*** COMPLETELY DELETED *** MCSEVNEY, IAN	9584285 CANADA INC.	
WE1146217	2016/08/31	APL DEL EXECUTION		*** COMPLETELY DELETED *** MCSEVNEY, IAN		
WE1146375	2016/08/31	CHARGE		*** COMPLETELY DELETED *** 9584285 CANADA INC.	ELLE MORTGAGE CORPORATION	
WE1172275	2016/12/13	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA  REMARKS: WE737231.	ELLE MORTGAGE CORPORATION	
WE1366965	2019/07/12	CHARGE		*** COMPLETELY DELETED *** 9584285 CANADA INC.	URQUHART, JOHN LUKOVSKIS, INDRA	

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PREPARED FOR DSparrow  
ON 2021/05/19 AT 15:21:08

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1402394	2019/12/16	TRANSFER	\$675,000	9584285 CANADA INC.	CIOCI, SANDRO	C
WE1402395	2019/12/16	CHARGE		*** COMPLETELY DELETED *** CIOCI, SANDRO	N. MASTROLUISI PROFESSIONAL CORPORATION	
WE1402396	2019/12/16	CHARGE		*** COMPLETELY DELETED *** CIOCI, SANDRO	MIZZI, FILIPPO	
WE1402506	2019/12/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ELLE MORTGAGE CORPORATION		
		REMARKS: WE737231.				
WE1402507	2019/12/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ELLE MORTGAGE CORPORATION		
		REMARKS: WE1146375.				
WE1402598	2019/12/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** URQUHART, JOHN LUKOVSKIS, INDRA		
		REMARKS: WE1366965.				
WE1455528	2020/09/18	NOTICE		*** COMPLETELY DELETED *** CIOCI, SANDRO	CITY OF HAMILTON	
WE1479116	2020/12/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** MIZZI, FILIPPO		
		REMARKS: WE1402396.				
WE1479306	2020/12/22	CHARGE	\$500,000	CIOCI, SANDRO	COMPUTERSHARE TRUST COMPANY OF CANADA	C
WE1479325	2020/12/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** N. MASTROLUISI PROFESSIONAL CORPORATION		
		REMARKS: WE1402395.				
WE1483357	2021/01/14	NOTICE	\$1	CIOCI, SANDRO	CITY OF HAMILTON	C
WE1483360	2021/01/14	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CITY OF HAMILTON		
		REMARKS: WE1455528.				

# APPENDIX H

## Garrafa, Shallon

---

**Subject:** FW: [\*\*EXT\*\*] Re: Bankruptcy of Ian McSevney & Altmore Mortgage Corporation [MTDMS-Legal.FID7105120]

**From:** Faheim, Monica <[mfaheim@millertthomson.com](mailto:mfaheim@millertthomson.com)>

**Sent:** Tuesday, January 18, 2022 11:24 PM

**To:** Elaine McSevney <[ekmcsevney@gmail.com](mailto:ekmcsevney@gmail.com)>

**Cc:** Azeff, Gregory <[gazeff@millertthomson.com](mailto:gazeff@millertthomson.com)>; Garrafa, Shallon <[sgarrafa@millertthomson.com](mailto:sgarrafa@millertthomson.com)>; [pcrawley@bdo.ca](mailto:pcrawley@bdo.ca)

**Subject:** RE: [\*\*EXT\*\*] Re: Bankruptcy of Ian McSevney & Altmore Mortgage Corporation [MTDMS-Legal.FID7105120]

Hi Elaine,

The [Bankruptcy and Insolvency Act \(General Rules\)](#) which governs this proceeding sets out the procedural requirements regarding notice. With regards to a Notice of Examination brought pursuant to section 163 of the Act, the statute provides that the notice is to be received by the addressee at least four days before the event to which it relates.

In any event, please advise if you are available either:

1. Tomorrow (January 19, 2022) in the afternoon, or
2. Monday (January 24, 2022) in the afternoon (with the exact timing to be scheduled with the Court reporter and confirmed tomorrow).

We can then proceed to reschedule the examination.

Thank you.

### **MONICA FAHEIM**

Associate

#### **Miller Thomson LLP**

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.597.6087

**Fax:** +1 416.595.8695

**Email:** [mfaheim@millertthomson.com](mailto:mfaheim@millertthomson.com)

[millertthomson.com](http://millertthomson.com)



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---

**From:** Elaine McSevney <[ekmcsevney@gmail.com](mailto:ekmcsevney@gmail.com)>

**Sent:** Tuesday, January 18, 2022 9:50 PM

**To:** Faheim, Monica <[mfaheim@millerthomson.com](mailto:mfaheim@millerthomson.com)>

**Cc:** Azeff, Gregory <[gazeff@millerthomson.com](mailto:gazeff@millerthomson.com)>; Garrafa, Shallon <[sgarrafa@millerthomson.com](mailto:sgarrafa@millerthomson.com)>; [pcrawley@bdo.ca](mailto:pcrawley@bdo.ca)

**Subject:** [\*\*EXT\*\*] Re: Bankruptcy of Ian McSevney & Altmore Mortgage Corporation [MTDMS-Legal.FID7105120]

Hi Monica,

I am available Mondays after 12pm. This is a matter in which sufficient notice should have been provided. An email sent 3-4 business days prior to is not sufficient.

Elaine

On Jan 18, 2022, at 9:20 PM, Faheim, Monica <[mfaheim@millerthomson.com](mailto:mfaheim@millerthomson.com)> wrote:

Hi Elaine,

We understand from your email below that you do not intend to attend the scheduled examination tomorrow.

Please be advised that we will be in attendance tomorrow, as set out in the Notice of Examination, to obtain a certificate of non-attendance.

Please advise as to your availability early next week as soon as possible.

Thank you.

## **MONICA FAHEIM**

**Associate**

### **Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.597.6087

**Fax:** +1 416.595.8695

**Email:** [mfaheim@millerthomson.com](mailto:mfaheim@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)



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**From:** Elaine McSevney <[ekmcsevney@gmail.com](mailto:ekmcsevney@gmail.com)>

**Sent:** Tuesday, January 18, 2022 8:42 PM

**To:** Faheim, Monica <[mfaheim@millerthomson.com](mailto:mfaheim@millerthomson.com)>

**Subject:** Re: Bankruptcy of Ian McSevney & Altmore Mortgage Corporation [MTDMS-Legal.FID7105120]

I sent another email at 8:32. I did not see the email you sent the 13th. I am not available 10:00am tomorrow

Thanks

Elaine

On Jan 18, 2022, at 8:37 PM, Faheim, Monica <[mfaheim@millertthomson.com](mailto:mfaheim@millertthomson.com)> wrote:

Ms. McSevney,

I am in receipt of your attached email. Please see below and attached the email delivering to you the attached Notice of Examination dated January 13, 2022. As set out in the Notice of Examination, the examination pursuant to section 163 of the *Bankruptcy and Insolvency Act* is scheduled tomorrow via Zoom videoconference at 10:00AM EST.

Please be advised that the Zoom invitation was sent to this e-mail address: [ekmcsevney@gmail.com](mailto:ekmcsevney@gmail.com). Please let me know if you require the link via email and I will provide promptly.

Please advise as soon as possible to confirm your attendance at the examination tomorrow.

Thank you.

**MONICA FAHEIM**

**Associate**

**Miller Thomson LLP**

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40 King Street West, Suite 5800  
P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.597.6087

**Fax:** +1 416.595.8695

**Email:** [mfaheim@millertthomson.com](mailto:mfaheim@millertthomson.com)  
[millertthomson.com](http://millertthomson.com)

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# APPENDIX I



*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY, an individual residing in the  
Town of Ancaster in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION, a corporation established  
under the laws of the Province of Ontario and carrying on business  
in the City of Toronto in the Province of Ontario

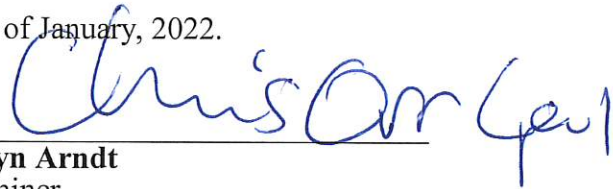
**Certificate of Non-Attendance**

**I, Robyn Arndt**, Examiner, hereby certify:

**That** an appointment was issued for the 19th day of January, 2022, at my office, Victory Verbatim Reporting Services, Suite 900, Ernst & Young Tower, 222 Bay Street, Toronto, Ontario, at the hour of 10:00 a.m. for the examination via videoconference of Elaine McSevney and 12195585 Canada Inc.

**That** at the said last above mentioned time and place, I was attended via videoconference by Greg Azeff, from the offices of Miller Thomson LLP, appearing as lawyers for BDO Canada Limited, in its capacity as Licenced Insolvency Trustee, who waited more than fifteen (15) minutes, but the said Elaine McSevney and 12195585 Canada Inc. did not appear, nor did anyone on their behalf.

**Dated** at Toronto this the 19th day of January, 2022.



**Robyn Arndt**  
Examiner



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

Proceeding commenced at Toronto

**SECOND REPORT OF THE TRUSTEE  
(FEBRUARY 6, 2023)**

**MILLER THOMSON LLP**

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, ON Canada M5H 3S1

**Greg Azeff LSO#: 45324C**

gazeff@millerthomson.com

Tel: 416.595.2660/Fax: 416.595.8695

**Monica Faheim LSO#: 82213R**

mfaheim@millerthomson.com

Tel: 416.595.6087

Lawyers for the Trustee

# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE ) MONDAY, THE 6<sup>th</sup>  
 )  
JUSTICE STEELE ) DAY OF MARCH, 2023  
 )

IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY, an individual residing in the  
Town of Ancaster in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION, a corporation established  
under the laws of the Province of Ontario and carrying on business  
in the City of Toronto in the Province of Ontario

**ORDER**

THIS MOTION made by BDO Canada Limited, in its capacity as Trustee in Bankruptcy (in such capacity, the “**Trustee**”) of Altmore Mortgage Investment Corporation (“**Altmore**”) and Ian Ross McSevney (“**McSevney**”), was heard this day by video conference.

ON READING the Second Report of the Trustee dated February 6, 2023 and the appendices thereto (“**Second Report**”) and on hearing the submissions of counsel for the Trustee, no one appearing for any other person on the Service List, although duly served as appears from the affidavit of service of Shallon Garrafa, filed,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

## **TRANSFER AT UNDERVALUE**

2. **THIS COURT ORDERS AND DECLARES** that the sale of the property located at Unit 9 – Valridge Drive, Ancaster, Ontario (“**Unit 9 Property**”) on August 4, 2020 by McSevney to 12195585 Canada Inc. (“**ElaineCo**”) was a “transfer at undervalue” as contemplated in section 96 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (“**Transfer at Undervalue**”).

3. **THIS COURT ORDERS AND DECLARES** that Elaine McSevney was a person privy to the Transfer at Undervalue as contemplated by section 96 *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3.

## **DIRECTION REGARDING TRANSFER AND UNDERVALUE**

4. **THIS COURT ORDERS** ElaineCo and Elaine McSevney to pay the amount of \$301,530.90 to the Trustee, being the amount equal to the difference between the value of the Unit 9 Property and the amount of the purchase price that was paid by ElaineCo.

## **GENERAL**

5. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION

Court File No.: 32-2783327 and 32-2783328  
Estate File Nos.: 32-2783327 and 32-2783328

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*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto

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**ORDER  
(Returnable March 6, 2023)**

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**MILLER THOMSON LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
Toronto Ontario  
M5H 3S1, Canada

**Gregory Azeff LSO#: 45324C**  
Email: gazeff@millerthomson.com  
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**Monica Faheim LSO#: 82213R**  
Email: mfaheim@millerthomson.com  
Tel: 416.595.6087

Lawyers for the Trustee, BDO Canada Limited

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IN THE MATTER OF THE BANKRUPTCY OF  
IAN ROSS MCSEVNEY

Court File No.: 32-2783327 and 32-2783328  
Estate File Nos.: 32-2783327 and 32-2783328

AND IN THE MATTER OF THE BANKRUPTCY OF  
ALTMORE MORTGAGE INVESTMENT CORPORATION

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

Proceedings commenced at Toronto

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**MOTION RECORD**

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**MILLER THOMSON LLP**

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Lawyers for the Trustee, BDO Canada  
Limited