

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

B E T W E E N :

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)*

MOTION RECORD

January 26, 2022

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I N D E X

Tab	Description
1.	Notice of Motion, returnable February 1, 2022
2.	Third Report of the Receiver dated January 26, 2022
Exhibits	
A	Receivership Order and Endorsement of Justice Conway dated November 8, 2021
B	Certificate of Appointment issued by the Official Receiver of the Office of the Superintendent of Bankruptcy Canada in respect of Altmore
C	Certificates of Appointment issued by the Official Receiver of the Office of the Superintendent of Bankruptcy Canada in respect of McSeveney
D	Corporate search results dated April 16, 2021 in respect of Altmore
E	Order of the Honourable Mr. Justice Dunphy dated May 25, 2021
F	First Report (without appendices)
G	Order of the Honourable Mr. Justice Dunphy dated June 9, 2021
H	Second Report (without appendices)
I	Order of the Honourable Madam Justice Conway dated June 25, 2021
J	Email dated November 8, 2021, together with the attachments
K	Email dated November 12 th from McSevney
L	Notices of Bankruptcy and First Meeting of Creditors in respect of McSeveney

M	Notices of Bankruptcy and First Meeting of Creditors in respect of Altmore
N	Parcel Register dated January 21, 2022 in respect of the Unit 17 Property
O	Parcel Register dated January 12, 2022 in respect of the Unit 9
P	Corporate Profile Report of 12195585 Canada Inc.
Q	Letter to Elaine McSevney dated January 13, 2022 enclosed a Notice of Examination from the Trustee
R	Email from Trustee's counsel to Ms. McSevney dated January 18, 2022
S	Email chain between Trustee's counsel and Ms. McSevney dated January 18, 2022
T	Certificate of Non-Attendance dated January 19, 2022 in respect of Elaine. McSevney
U	Kyle's listing on the LSO website
V	Letter from the Receiver's counsel dated June 2, 2021
W	Receiver's emails to Mr. Kyle dated June 16, 2021
X	Receiver's emails to Mr. Kyle dated June 21, 2021
Y	Letter from the Receiver to Kyle by email and registered mail dated November 10, 2021
Z	Email from Kyle's legal assistant to Receiver's counsel December 2, 2021,
AA	Letter from Receivers Counsel to Kyle dated December 17, 2021
BB	Letter and Notice of Examination to Kyle dated January 13, 2022
CC	Email from Trustee's counsel to Kyle and the document brief dated January 19, 2022
DD	Certificate of Non-Attendance dated January 20, 2022 in respect of Kyle
3.	Draft Order

TAB 1

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

B E T W E E N :

MONICA MATTA and MARK AMELLO

Applicants

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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)*

**NOTICE OF MOTION
(Returnable February 1, 2022)**

The Moving Party, BDO Canada Limited (“**BDO**”) in its capacity as receiver (in such capacity, the “**Receiver**”) of Altmort Mortgage Investment Corporation (“**Altmort**”), Altmort Capital Inc. (“**ACI**”), Independent Mortgage Advisors Inc. (“**IMAI**”) and Ian Ross McSevney (“**McSevney**”), will make a motion to a Judge presiding over the Commercial List on Tuesday February 1, 2022 at 9:40 a.m. or as soon after that time as the Motion can be heard at the Court house located at 330 University Avenue, 8th Floor, Toronto, Ontario M5G 1R7.

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

- In writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
- In writing as an opposed motion under subrule 37.12.1 (4);

- In person;
- By telephone conference;
- By video conference.

at the following location:

<https://millerthomson.zoom.us/j/88511746291?pwd=VGg5SUc2ekk0bFdCNGtkZnVMU mhMQT09>

THE MOTION IS FOR:

1. An Order substantially in the form of the draft Order attached as Schedule “A” hereto, 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 February 1, 2022 and dispensing with service of this Motion Record on any other party other than those served;
 - (b) Declaring that McSevney and William Alexander “Alex” Kyle (“**Kyle**”) are in contempt of the Receivership Order;
 - (c) Directing McSevney and Kyle to deliver to the Receiver copies of all Records (as defined in the Receivership Order) in their possession or control by no later than 5:00 pm EST on February 4, 2022;
 - (d) Authorizing the Receiver to attend at and enter the business premises of Kyle & Associates and to take such steps as are necessary or advisable for the purpose of locating, identifying and securing the Records, at Kyle’s expense;

- (e) Directing all Persons (as defined in the Receivership Order) to provide assistance to the Receiver in exercising its authority pursuant to subsection (d) above;
 - (f) Directing McSevney and Kyle to attend an examination under oath by the Receiver pursuant to the Receivership Order by no later than Friday February 11, 2022;
 - (g) Authorizing the Receiver to conduct such examinations jointly with any examinations conducted by the Trustee pursuant to section 163(1) of the *Bankruptcy and Insolvency Act (Canada)* (the “**BIA**”), and the transcripts may be used and admitted in both the Receivership Proceeding and the Bankruptcy Proceedings (as such terms are defined below);
 - (h) Declaring that the Receiver is entitled to vacant possession of Unit 17-81 Valldridge Drive, Ancaster, Ontario (the “**Unit 17 Property**”) effective February 2, 2022, and authorizing the Receiver to change the locks on the Unit 17 Property and take such other steps as are necessary or advisable to secure the Unit 17 Property;
 - (i) Authorizing the Receiver to market and sell the Unit 17 Property, and directing the Receiver to hold the net proceeds of sale in trust pending further Order of the Court;
and
 - (j) The costs of this Motion against McSevney and Kyle.
2. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

3. 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 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**”);

4. McSevney is the sole guiding mind behind Altmore and its affiliates. McSevney failed to provide any documentation or other verifiable information with respect to Altmore, its financial condition or any mortgage investments it made, and has ceased communicating with the Receiver;

5. 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. Due to the lack of cooperation of the parties involved and their failure to deliver any Records, it has not yet been possible for the Receiver to accurately quantify the total amount of such investments, but it appears that gross investments in Altmore totaled between \$4.53 million and \$6.26 million;

6. The Receiver is unaware of any mortgage investments actually made by Altmore. Based on the Receiver’s investigation thus far, it appears that McSevney misappropriated substantially all investor funds;

7. 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**”);

8. 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”;

9. Following issuance of the Receivership Order, the Receiver contacted McSevney for, among other things, his assistance with preparing for the bankruptcy assignments and completion of the requisite documentation. However, McSevney did not provide any assistance to the Receiver in this regard, and has failed to respond to any of the Receiver’s communications and requests;

10. 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 in bankruptcy of the Bankrupts (in such capacities, the “**Trustee**”);

11. William Alexander “Alex” Kyle is a lawyer and member of the Law Society of Ontario (the “**LSO**”), and practices under the business name “Kyle & Associates”. Kyle acted as counsel to McSevney, Altmore and their affiliates. Kyle also acted for members of McSevney’s family, including his sister, Elaine McSevney;

12. The business premises of Kyle & Associates are located at Unit 16-760 Pacific Road, Oakville, Ontario, L6L 6M5 (the “**Kyle Premises**”);

13. Despite numerous requests from the Receiver, Kyle has failed to deliver a single Record to the Receiver, and has ceased acknowledging or responding to email correspondence from the Receiver;

14. 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;
15. The Unit 17 Property tenant had been paying rent to McSevney;
16. The Unit 17 Property tenant has advised the Receiver that the Unit 17 Property will be vacant as of February 2, 2022;
17. The Receiver learned that McSevney had in fact been residing in Unit 9 at 81 Valridge Drive (the “**Unit 9 Property**”), but had recently moved out;
18. The Unit 9 Property was, until December 20, 2021, owned by 12195585 Canada Inc. (“**12195585**”), a corporation controlled by Elaine McSevney, McSevney’s sister;
19. McSevney acquired the Unit 9 Property on November 1, 2016, and sold it to 12195585 for \$530,000 on August 4, 2020. However, McSevney continued to reside at the Unit 9 Property until a few weeks prior to December 2021;
20. 12195585 sold the Unit 9 Property on December 20, 2021;
21. The Receiver has reason to believe that McSevney retained an interest in the Unit 9 Property that survived the sale to 12195585 and thus had an interest in the proceeds of the December 2021 sale;
22. On January 13, 2022 the Receiver advised Kyle of its concerns and demanded that Kyle, among other things: (i) deliver the Records to the Receiver by no later than Monday January 17, 2022 (including, in particular, those related to the Unit 9 Property and sale); and (ii) freeze any proceeds of the sale of the Unit 9 Property in which McSevney has any interest;

23. On January 13, 2022 the Trustee delivered a Notice of Examination requiring that Kyle attend an examination pursuant to section 163(1) of the BIA on January 20, 2022;
24. On January 20, 2022, Kyle failed to attend the examination. Kyle has not responded to or otherwise acknowledged the Receiver's communications since his assistant emailed the Receiver on December 2, 2021;
25. McSevney has failed to deliver a single page of the Records to the Receiver, and in fact has ceased acknowledging or responding to email correspondence from the Receiver;
26. Despite the Receivership Order's express direction that McSevney assist the Trustee in its administration of the estates of the Bankrupts, McSevney has also disregarded his statutory duties under the BIA, including:
 - (a) Failing to attend the First Meeting of Creditors in respect of his own bankruptcy as well as that of Altmore;
 - (b) Failing to disclose to his transfer of the Unit 9 Property;
 - (c) Failing to attend his examination under section 163 of the BIA;
 - (d) Disclosing and misappropriating rental proceeds from the Unit 17 Property; and
 - (e) Failing to keep the Trustee advised of his current place of residence;
27. McSevney and Kyle are in continuing breach of their obligations under the Receivership Order and the BIA, to the ongoing and mounting detriment of Altmore's creditors;

28. The Receiver is unable to complete its investigation and mandate under the Receivership Order without the Records and the assistance of McSevney and Kyle;

29. It is highly unlikely that either McSevney or Kyle will comply with their obligations under the Receivership Order at this time;

30. The Receivership Order states clearly and unequivocally the obligations of McSevney and Kyle to, among other things, deliver the Records and provide assistance to the Receiver;

31. McSevney and Kyle have deliberately and willfully disobeyed the Receivership Order including, among other things, their obligation to deliver the Records and provide assistance to the Receiver;

32. The evidence establishes the contempt of McSevney and Kyle beyond a reasonable doubt;

33. It is just, fair and appropriate that the Receiver be authorized to attend at the Kyle Premises and to take such steps as are necessary or advisable for the purpose of locating, identifying and securing the Records, at Kyle's expense;

34. Such further and other grounds as are set out in the Third Report of the Receiver dated January 26, 2022;

35. Section 248(3) of the *Business Corporations Act*, RSO 1990, c. B.16, as amended;

36. Section 101 of the *Courts of Justice Act*, RSO 1990, c. C.43, as amended;

37. Rules 1.04, 11, 26, 37 and 60.11 of the *Ontario Rules of Civil Procedure*, R.R.O. 1990, Reg.194, as amended; and

38. 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:

- (a) The Third Report of the Receiver dated January 26, 2022; and
- (b) Such further evidence as the lawyers may advise and this Honourable Court may permit.

January 26, 2022

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TO: The Service List attached hereto as Schedule “B”

SCHEDULE "A" – DRAFT ORDER

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

THE HONOURABLE

)

TUESDAY THE 1ST

)

JUSTICE CONWAY

)

DAY OF FEBRUARY 2022

B E T W E E N :

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

THIS MOTION, made by BDO Canada Limited in its capacity as receiver (in such capacity, the “**Receiver**”) of Altmort Mortgage Investment Corporation, Altmort Capital Inc., Independent Mortgage Advisors Inc. and Ian Ross McSevney for an Order pursuant to section 248(3) of the *Business Corporations Act (Ontario)*, R.S.O 1990, c. B.16, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended, was heard this day by Zoom video conference.

ON READING third report of the Receiver dated January 26, 2022 (the “**Third Report**”) and on hearing the submissions of the lawyer(s) for the Receiver, no one in attendance for any other person on the service list, although properly served as appears from the affidavit of service of Shallon Garrafa sworn January 26, 2022.

SERVICE

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

MCSEVNEY AND KYLE

2. THIS COURT ORDERS that Ian Ross McSevney (“**McSevney**”) and William Alexander Kyle (“**Kyle**”) are each declared to be in breach of the Receivership Order and are in contempt of this Court.

3. THIS COURT ORDERS that McSevney and Kyle are directed to deliver to the Receiver copies of all Records (as defined in the Receivership Order) in their possession or control by no later than 5:00 pm EST on February 4, 2022.

4. THIS COURT ORDERS that the Receiver is hereby authorized to attend at and enter the business premises of Kyle & Associates located at Unit 16-760 Pacific Road, Oakville, Ontario, and to take such steps as are necessary or advisable for the purpose of locating, identifying and securing the Records, at Kyle’s expense.

5. THIS COURT ORDERS that all Persons (as defined in the Receivership Order) are hereby directed to provide assistance to the Receiver in exercising its authority pursuant to section 4 above.

EXAMINATIONS

6. THIS COURT ORDERS that McSevney and Kyle are hereby directed to attend an examination by the Receiver pursuant to the Receivership Order by no later than Friday February 11, 2022.

7. THIS COURT ORDERS that the Receiver is hereby authorized to conduct such examinations jointly with any examinations conducted by the Trustee pursuant to section 163(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), and the transcripts may be used and admitted in both the Receivership Proceeding and the Bankruptcy Proceedings (as defined in the Third Report).

UNIT 17 PROPERTY

8. THIS COURT ORDERS that the Receiver is entitled to vacant possession of Unit 17 – 81 Valdridge Drive, Ancaster, Ontario (the “**Unit 17 Property**”) effective February 2, 2022, and the Receiver is authorized to change the locks on the Unit 17 Property and take such other steps as are necessary or advisable to secure the Unit 17 Property.

9. THIS COURT ORDERS that the Receiver is hereby authorized to market and sell the Unit 17 Property, and the Receiver shall hold the net proceeds of sale in trust pending further Order of the Court.

COSTS OF MOTION

10. THIS COURT ORDERS that the Receiver shall have its costs of this motion as against McSevney and Kyle.

MONICA MATTA et al.
Applicants and

**ALTMORE MORTGAGE INVESTMENT
CORPORATION**
Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE -
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Proceeding commenced at TORONTO

ORDER

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MONICA MATTA et al.
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Court File No.: CV-21-00662471-00CL

ONTARIO
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COMMERCIAL LIST
Proceeding commenced at TORONTO

NOTICE OF MOTION

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TAB 2

**ONTARIO
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Respondent

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(ONTARIO) AND SECTION 101 OF THE COURTS OF JUSTICE ACT (ONTARIO)*

**THIRD REPORT OF BDO CANADA LIMITED,
IN ITS CAPACITY AS RECEIVER**

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

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)*

**THIRD REPORT OF BDO CANADA LIMITED,
IN ITS CAPACITY AS RECEIVER**

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 Altmort Mortgage Investment Corporation (“**Altmort**”), Altmort 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**”). 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. 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 Third Report the term “Receiver” also includes the Trustee unless the context requires otherwise.

II. PURPOSE OF REPORT

5. This Third Report of the Receiver (the “**Third Report**”) has been filed in support of a Motion for, among other things, a Contempt Order against each of McSevney and his counsel, William Alexander Kyle (“**Kyle**”), in order to enforce the Receivership Order including, in particular, the provisions requiring them to deliver Records (as defined in the Receivership Order) to the Receiver.

6. For the purposes of this Third 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. Activities of the Receiver & Trustee

7. This Third Report is filed to provide this Honourable Court with an update on the conduct and activities of the Receiver since the Receivership Order. In particular, the Receiver has engaged in the following activities:

- (a) Continued its investigation into the business, affairs and assets of the Receivership Debtors;
- (b) Issued demands for Records to various Persons including McSevney and Kyle;
- (c) Communicated with Altmore's investors including responding to a significant number of email and telephone inquiries;
- (d) Prepared and filed assignments in bankruptcy in respect of the Bankrupts; and
- (e) Confirmed, with inspector approval, the engagement of Miller Thomson LLP ("**Miller Thomson**") as counsel to the Trustee.

8. In addition to the above, since the Bankruptcy Date, the Trustee has engaged in the following activities:

- (a) As explained in further detail below, the Trustee has attempted to contact McSevney on multiple occasions to advise him of his duties under the *Bankruptcy*

and Insolvency Act (Canada) (the “BIA”), as both a personal bankrupt and officer of a bankrupt corporation, and to obtain details of the affairs of both Bankrupts;

- (b) Completed preparation and mailing of the Creditors Packages in respect of the Bankrupts;
- (c) Attended the First Meeting of Creditors in respect of the Bankrupts and presented its preliminary findings;
- (d) 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;
- (e) Conducted two meetings of the Inspectors in the Estates of the Bankrupts;
- (f) Made arrangements to have rental payments in respect of the Unit 17 Property (as defined below) delivered to the Trustee;
- (g) Investigated the historical transactions involving the Unit 9 Property (as defined below) and its ownership;
- (h) Obtained and reviewed up-to-date bank statements of known bank accounts of the Bankrupts;
- (i) Communicated with Tangerine Bank, first mortgagee of the Unit 17 Property;
- (j) Issued formal request to Equitable Bank to freeze any bank account(s) of the Receivership Debtors and remit funds to the Trustee;

- (k) Issued Notices of Examination to Elaine McSevney and William Alexander Kyle pursuant to section 163(1) of the BIA;
- (l) Attended the scheduled examinations of Elaine McSevney and William Alexander Kyle on January 19 and 20, 2022, respectively, and obtained Certificates of Non-Attendance; and
- (m) Re-scheduled and attended the examination of Elaine McSevney on January 24, 2022.

B. Orders Sought

9. The Receiver files this Third Report in support of its motion for, among other things, Orders:

- (a) Declaring that Messrs. McSevney and Kyle are in contempt of the Receivership Order;
- (b) Directing Messrs. McSevney and Kyle to deliver to the Receiver copies of all Records (as defined in the Receivership Order) in their possession or control by no later than 5:00 pm EST on Friday February 4, 2022;
- (c) Authorizing the Receiver to attend at Kyle's business premises and to take such steps as are necessary or advisable for the purpose of locating, identifying and securing the Records, at Kyle's expense;
- (d) Directing all Persons (as defined in the Receivership Order) to provide assistance to the Receiver in exercising its authority pursuant to subsection (c) above;

- (e) Directing Messrs. Kyle and McSevney to attend an examination under oath by: (i) the Receiver pursuant to the Receivership Order, and (ii) the Trustee pursuant to section 163(1) of the BIA, by no later than Friday February 11, 2022;
- (f) Authorizing the Receiver and Trustee to conduct such examinations jointly as well as the use of the transcripts in both the Receivership Proceeding and the Bankruptcy Proceedings;
- (g) Authorizing the Receiver to market and sell the Unit 17 Property (as defined below) in accordance with the *Partition Act*, R.S.O. 1990, c. B.16, as amended (the “**Partition Act**”) or otherwise; and
- (h) Such further relief as this Court deems appropriate.

III. TERMS OF REFERENCE

10. In preparing this Third Report and making the comments herein the Receiver has, where applicable, relied upon information prepared or provided by third-party sources (collectively, the “**Information**”). Certain of the information contained in this Third 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 Receiver has relied on the Information and, to the extent possible, has reviewed the Information for reasonableness. However, the Receiver 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 Receiver expresses no opinion or other form of assurance in respect of the Information.

11. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Receivership Order.

IV. BACKGROUND TO THE PROCEEDINGS

A. Altmore

12. Altmore is a corporation incorporated pursuant to the OBCA on July 30, 2012. Attached as **Appendix “D”** hereto is a copy of corporate search results dated April 16, 2021 in respect of Altmore (the “**Altmore Search Results**”).

13. The Altmore Search Results indicate that McSevney, Terry Hepditch and Darren Plumb are the officers and directors of Altmore, although the Altmore Search Results also indicate that the company has failed to file any of its annual filings since March 4, 2013.

14. Notwithstanding the contents of the Altmore Search Results, it appears that McSevney is the sole guiding mind behind Altmore and its affiliates. The Receiver has not seen any indication of any involvement of Terry Hepditch or Darren Plumb in Altmore or its business, but continues to make inquiries in that regard.

15. Altmore claimed to operate as a mortgage investment corporation. Altmore solicited several millions of dollars¹ 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 mortgage investments actually made by Altmore.

¹ Due to the lack of cooperation of the parties involved and their failure to deliver any Records, it has not yet been possible for the Receiver to accurately quantify the total amount of such investments. As set out in paragraph 36 of the First Report, it appears that gross investments in Altmore totalled between \$4.53 million and \$6.26 million.

B. Prior Appointment of Receiver

16. 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 “E”**.

C. Expansion of Receivership

17. As set out in the First Report of the Receiver dated June 7, 2021 (the “**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 First Report is attached hereto (without appendices) as **Appendix “F”**.

18. Mr. McSevney failed to provide any documentation or other verifiable information with respect to Altmore, its financial condition or any mortgage investments it made, and ceased communicating with the Receiver shortly after the issuance of the Interim Receivership Order.

19. Accordingly, pursuant to the Order of the Honourable Mr. Justice Dunphy dated June 9, 2021 (the “**June 9th Order**”) the Receiver was appointed over McSevney, ACI and IMAI. A copy of the June 9th Order is attached hereto as **Appendix “G”**.

D. Discharge of Receiver

20. As set out in the Second Report of the Receiver dated June 23, 2021 (the “**Second Report**”), McSevney failed to comply with his obligations under the Interim Receivership Order

or the June 9th Order. In particular, he failed to provide any documentation related to the business of Altmore or any mortgage investments. A copy of the Second Report is attached hereto (without appendices) as **Appendix “H”**.

21. The Receiver also made numerous inquiries and demands for information and documents to William Alexander Kyle, who acted as counsel to McSevney, Altmore and certain affiliates and related parties. However, Mr. Kyle failed to provide any meaningful information or documents to the Receiver.

22. However, 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 25th Order**”), the Receiver was discharged. A copy of the June 25th Order is attached hereto as **Appendix “I”**.

E. Re-Appointment of Receiver

23. Following the issuance of the June 25th 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 bankruptcy in respect of any of the Receivership Debtors.

24. Pursuant to section 21 of 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.”

25. On November 8, 2021, immediately upon the issuance of the Receivership Order, the Receiver sent an email to McSevney at ian@mcsevney.com advising him of the re-appointment

of the Receiver. Included as an attachment to this email was an information request checklist (the “**Information Request**”), containing a list of information requests in respect of McSevney’s personal financial affairs and Altmore. A copy of the email dated November 8, 2021, together with the attachments, is attached hereto as **Appendix “J”**.

26. McSevney responded to the Receiver on November 12, 2021 from ian@mcsevney.com, stating, *inter alia*, that he would provide the requested information. This is the last time BDO has had any communication from McSevney. A copy of the November 12th email from McSevney is attached hereto as **Appendix “K”**.

27. The Receiver sent a follow up email to McSevney on November 12, 2021, again requesting information on McSevney and Altmore, and advising McSevney of the duties of a bankrupt as set out in the BIA. McSevney did not respond to this email.

F. Bankruptcy Assignments

28. The Receiver worked with the OR to make the assignments in respect of McSevney and Altmore despite their lack of participation or cooperation, and on November 18, 2021 the assignments were completed. Attached hereto as **Appendices “L”** and **“M”** are copies of the Notices of Bankruptcy and First Meeting of Creditors in respect of McSevney and Altmore, respectively (the “**Bankruptcy Notices**”).

G. First Meeting of Creditors

29. In accordance with the Bankruptcy Notices, the First Meetings of Creditors in respect of McSevney and Altmore (the “**First Meetings**”) were held consecutively on December 7, 2021 and were chaired by the OR. Neither McSevney nor any representative of Altmore attended.

30. Mark Amello, one of the Receivership Applicants, was appointed as an inspector in the estates of both of the Bankrupts.

31. Immediately after the adjournment of the First Meetings, the first meeting of inspectors was held wherein the Trustee was instructed to refer McSevney to the Debtor Compliance Referral Program operated by the OSB. The Trustee promptly notified the OSB of the referral.

V. PRELIMINARY RESULTS OF INVESTIGATION

A. Efforts to Locate Property & Obtain Information

32. As noted above, neither the Receivership Debtors nor their legal counsel have provided any meaningful information, documents or other assistance to the Receiver, in violation of the Receivership Order (as well as their obligations to the Trustee under the BIA). Consequently, the Receiver's efforts to investigate their business and affairs have relied upon bank statements and other documents and information from investors and other third parties as well as publicly-available government records.

33. As set out in the Second Report (attached hereto, without exhibits, as Appendix "H"), at the time of its discharge pursuant to the June 25th Order, the Receiver was not aware of any significant asset under administration other than 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. A copy of the Parcel Register dated January 21, 2022 in respect of the Unit 17 Property is attached as **Appendix "N"**.

34. Pursuant to the June 25th Order, the Receiver has registered a charge against the Unit 17 Property in order to, among other things, secure its unpaid fees and disbursements.

B. Rental of Unit 17 Property

35. On December 12, 2021, a representative of the Trustee attended the Unit 17 Property at 81 Valridge Drive 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.

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

37. On January 18, 2022, the Unit 17 Property tenant advised the Trustee that she had secured new lodgings effective February 2, 2022. As such, the Unit 17 Property will be vacant as of that date. As set out below, the Receiver seeks an Order authorizing it to take possession of the Unit 17 Property effective upon the tenant's departure for the purpose of conducting a sale process and completing a sale.

38. The tenant has also confirmed to the Trustee that she has recently received a text message(s) from McSevney using the last known phone number that the Trustee has on file for McSevney.

C. Unit 9 Property

39. 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.

40. The Trustee conducted a search in respect of the Unit 9 Property and learned that it was owned by 12195585 Canada Inc. (“**12195585**”), a corporation controlled by Elaine McSevney, whom the Trustee understands is Ian McSevney’s sister. Attached hereto as **Appendices “O”** and **“P”**, 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 12195585.

41. The Unit 9 Parcel Register indicates that McSevney acquired the Unit 9 Property on November 1, 2016 and sold it to 12195585 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.

42. The Unit 9 Parcel Register indicates that 12195585 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”**).

D. Examination of Elaine McSevney

43. For various reasons including the fact that McSevney had continued to live in the Unit 9 Property following its sale to 12195585 in August 2020 as well as the sharp increase in value in a little over a year, the Receiver was concerned that McSevney had retained some form of interest in the Unit 9 Property that survived the sale to 12195585 and thus had an interest in the proceeds of the December 2021 Sale.

44. By letter from its counsel dated January 13, 2022 (delivered by email), the Receiver advised Elaine McSevney of its concerns and demanded 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.

45. The Receiver's letter to Elaine McSevney dated January 13, 2022 enclosed a Notice of Examination from the Trustee, requiring that Ms. McSevney attend an examination pursuant to section 163(1) of the BIA on January 20, 2022. Copies of the email, cover letter and Notice of Examination are attached hereto as **Appendix "Q"**.

46. By email dated January 18, 2022, counsel to the Trustee delivered to Ms. McSevney a brief of documents upon which it intended to rely at her examination. A copy of the email from Trustee's counsel to Ms. McSevney and the document brief are attached hereto as **Appendix "R"**.

47. 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 Ms. McSevney failed to attend. A copy of the email chain between Trustee's counsel and Ms. McSevney dated January 18, 2022 is attached hereto as **Appendix "S"**.

48. 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 "T"**. However, on January 20, 2022, Elaine McSevney confirmed that she would attend an examination on Monday January 24, 2020 at 2:00 pm. The Trustee delivered a revised Notice of Examination for that date.

49. On Monday January 24, 2022 the Trustee examined Elaine McSevney pursuant to section 163(1). Ms. McSevney did not produce the documents requested in the Notice of Examination at that time and undertook to do so.

VI. CONTEMPT ORDERS

A. Continuing Disregard for Receivership Order & BIA

50. Ian Ross McSevney and William Alexander “Alex” Kyle are in continuing breach of their obligations under the Receivership Order and the BIA. The Receiver is of the view that it is unlikely that either of these individuals will comply with such obligations without significant further assistance from the Court including the issuance of Contempt Orders against them.

B. William Alexander Kyle

51. As noted above, Kyle is a lawyer and member of the Law Society of Ontario (the “LSO”), and practices under the business name “Kyle & Associates”. Attached hereto as **Appendix “U”** is a copy of Kyle’s listing on the LSO website.

52. Kyle acted as counsel to McSevney, Altmore and their affiliates. Kyle also acted for members of McSevney’s family, including his sister Elaine McSevney.

C. Kyle’s Continuing Breach of the Receivership Order

53. Following the issuance of the Interim Receivership Order, the Receiver identified ten (10) transfers in the aggregate amount of \$343,801.56 from Altmore’s bank account to Kyle & Associates. By letter to Kyle dated June 2, 2021, the Receiver identified the transfers and requested information and documents with respect to same, among other things. A copy of the letter from the Receiver’s counsel dated June 2, 2021 is attached hereto as **Appendix “V”**.

54. By telephone call with Receiver's counsel on June 3, 2021, Kyle advised that the records relevant to the transfers described above had been placed into offsite long term storage. The Receiver requested that Kyle retrieve and forward such records to the Receiver. Kyle agreed to deliver the records and advised that retrieval from storage would take approximately one week.

55. However, Kyle did not deliver the records. On June 16, 2021, the Receiver's counsel sent an email to Kyle reiterating the request. On June 21, 2021, the Receiver's counsel sent a second follow up email to Kyle. Copies of the Receiver's emails to Mr. Kyle dated June 16, 2021 and June 21, 2021 are attached hereto as **Appendices "W"** and **"X"**, respectively.

56. As noted above, the Receiver was discharged pursuant to the June 25th Order. Kyle did not deliver a single document to the Receiver prior to its discharge.

57. Following its re-appointment on November 8, 2021, the Receiver renewed its request to Mr. Kyle for the Records. Counsel for the Receiver sent Kyle a letter by email and registered mail dated November 10, 2021. A copy of this letter is attached hereto as **Appendix "Y"**.

58. Kyle responded to Receiver's counsel by telephone on November 16, 2021 and confirmed that he would provide the documents requested in the November 10th letter and that he would, further, contact McSevney to seek his waiver of solicitor-client privilege.

59. On December 2, 2021, Kyle's legal assistant wrote to Receiver's counsel advising that the requested records were being retrieved from storage, which usually takes five (5) business days. A copy of the email is attached hereto as **Appendix "Z"**. As there was no further communication from Kyle's office in this regard as of December 17, 2021, Receiver's counsel again wrote to Kyle requesting the outstanding information along with records related to Kyle's handling of

McSevney's sale of the Unit 9 Property to 12195585 in August of 2020. A copy of the December 17th letter is attached hereto as **Appendix "AA"**. As of the date of this Third Report Kyle has not responded to the December 17th letter.

60. As of the date of this Third Report, Kyle has failed to deliver a single document to the Receiver and has ceased acknowledging or responding to email correspondence from the Receiver.

61. As noted above, in early January 2022 the Receiver learned that 12195585 (*ie*, Elaine McSevney's company) had recently sold the Unit 9 Property. In addition to his representation of McSevney and Altmore, Kyle acted for 12195585 in both the purchase of the Unit 9 Property from McSevney in August 2020 and its sale in December 2021.

62. As noted at paragraph 43 above, the Trustee was concerned that McSevney had an interest in the proceeds of the December 2021 Sale. By letter from its counsel dated January 13, 2022 (delivered by email), the Receiver advised Kyle of its concerns and demanded that Kyle, among other things: (i) deliver the Records to the Receiver by no later than Monday January 17, 2022 (including, in particular, those related to the Unit 9 Property and sale); and (ii) freeze any proceeds of the sale of the Unit 9 Property in which McSevney has interest.

D. Kyle's Failure to Attend s.163 Examination

63. The Receiver's letter to Kyle dated January 13, 2022 enclosed a Notice of Examination from the Trustee, requiring that Kyle attend an examination pursuant to section 163(1) of the BIA on January 20, 2022. Copies of the email, cover letter and Notice of Examination are attached hereto as **Appendix "BB"**.

64. By email dated January 19, 2022, counsel to the Trustee delivered to Kyle a brief of documents upon which it intended to rely at his examination. A copy of the email from Trustee's counsel to Kyle and the document brief are attached hereto as **Appendix "CC"**.

65. On January 20, 2022, Kyle failed to attend the examination. A copy of the Certificate of Non-Attendance dated January 20, 2022 in respect of Kyle is attached hereto as **Appendix "DD"**.

E. Ian McSevney's Continuing Breach of the Receivership Order

66. Following the issuance of the Interim Receivership Order, the Receiver contacted McSevney in order to obtain information and records, among other things. McSevney was initially responsive and agreed to deliver the requested information and records as soon as possible.

67. However, McSevney quickly became uncooperative and non-responsive, as reported in the First Report and the Second Report.

68. As noted above, the Receiver was discharged pursuant to the June 25th Order. McSevney did not deliver a single document to the Receiver prior to its discharge.

69. Following its re-appointment on November 8, 2021, the Receiver renewed its request to McSevney for the Records. The Receiver also advised McSevney of his obligation to assist the Receiver in connection with the bankruptcy assignments, but McSevney failed to provide any assistance whatsoever in that regard.

70. As of the date of this Third Report, McSevney has failed to deliver a single page of the Records to the Receiver, and in fact has ceased acknowledging or responding to email correspondence or voicemail messages from the Receiver. McSevney is in deliberate, flagrant and

continuing breach of the Receivership Order, to the ongoing and mounting detriment of his creditors.

71. Despite the Receivership Order's express direction that McSevney assist the Trustee in its administration of the estates of the Bankrupts, McSevney has also disregarded his statutory duties under the BIA, including:

- (a) Failing to attend the First Meeting of Creditors in respect of his own bankruptcy as well as that of Almore in his capacity as an officer;
- (b) Failing to advise the Trustee of any of his assets and liabilities, which may include his interest in the Unit 9 Property;
- (c) Failing to disclose and misappropriating rental proceeds from the Unit 17 Property;
and
- (d) Failing to keep the Trustee advised of his current place of residence.

F. Need for Contempt Orders

72. Messrs. McSevney and Kyle are in continuing breach of their obligations under the Receivership Order and the BIA. Among other things, despite multiple written requests, neither McSevney nor Kyle has delivered a single Record to the Receiver, and McSevney has failed to comply with any of his duties as a bankrupt including those under section 158 of the BIA.

73. The Receiver is unable to complete its investigation and mandate under the Receivership Order without the Records and the assistance of McSevney and Kyle. However, it appears highly unlikely that either of them is prepared to comply with such obligations at this time.

74. Consequently, the Receiver seeks, among other things, the issuance of Contempt Orders against McSevney and Kyle in order to enforce the Receivership Orders.

75. In addition to the Contempt Order in respect of Kyle, the Receiver seeks an Order authorizing it to attend at the business premises of Kyle & Associates located at Unit 16-760 Pacific Road, Oakville, Ontario, L6L 6M5 (the “**Kyle Premises**”) and to take such steps as are necessary or advisable for the purpose of locating, identifying and securing the Records, at Kyle’s expense. The Receiver also seeks the costs of the Motion for the Contempt Order against Kyle personally.

VII. SALE OF THE UNIT 17 PROPERTY

A. Request for Sale of Unit 17 Property

76. The Receiver seeks an Order authorizing it to market and sell the Unit 17 Property in accordance with the *Partition Act* or otherwise.

77. As set out in the Parcel Register in respect of the Unit 17 Property (previously attached as Appendix “N”), title to the Unit 17 Property is registered in the name of McSevney and Christie Ward-McSevney, but they do not currently reside there, and the unit will be vacant effective February 2, 2022 following the departure of the current tenant.

78. McSevney’s interest in the Unit 17 Property has vested in the Trustee, subject to the relief that the Receiver is now seeking. As noted at paragraph 34 above, the Receiver has registered a charge against the Unit 17 Property. At this time, McSevney’s interest in the Unit 17 Property appears to be the sole significant asset in the bankruptcy estate.

B. Ms. Ward-McSevney's Interest

79. Ms. Ward-McSevney is neither a bankrupt nor a respondent in the Receivership Proceeding. However, it does appear that the Receiver has a potential claim against Ms. Ward-McSevney. Among other things, 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 Receiver 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.

80. The Trustee proposes to hold 50 percent of the net sale proceeds of the Unit 17 Property in trust pending a determination as to Ms. Ward-McSevney's entitlement.

VIII. OTHER MATTERS

A. Website & Email Account

81. The Receiver maintains a public website at the following URL: <https://www.bdo.ca/en-ca/extranets/altmore-mortgage-investment-corporation/> (the "Website"), where it regularly posts information related to this proceeding including Court Reports, motion materials and Orders issued in these proceedings. The Website is up to date and contains all relevant information related to the status of this proceeding.

IX. CONCLUSION

82. The Receiver has prepared this Third Report in support of the relief sought in its Notice of Motion returnable February 1, 2022, including Orders substantially in the form attached as Schedules "A" and "B" thereto, among other things:

- (a) Approving the activities and conduct of the Receiver (and Trustee) as disclosed in this Third Report;
- (b) Declaring that McSevney and Kyle are in contempt of the Receivership Order;;
- (c) Directing McSevney and Kyle to deliver to the Receiver copies of all Records in either of their possession or control by no later than 5:00 pm EST on February 4, 2022;
- (d) Authorizing the Receiver to attend at the Kyle Premises and to take such steps as are necessary or advisable for the purpose of locating, identifying and securing the Records, at Kyle's expense;
- (e) Directing all Persons to provide assistance to the Receiver in exercising its authority pursuant to subsection (d) above;
- (f) Directing that Kyle and McSevney each attend an examination under oath by (i) the Receiver pursuant to the Receivership Order, and (ii) the Trustee pursuant to section 163(1) of the BIA, by no later than Friday February 11, 2022, and
- (g) Authorizing the Receiver and Trustee to conduct such examinations jointly;
- (h) Authorizing the use of the transcripts of such examinations in both the Receivership Proceeding and the Bankruptcy Proceedings;
- (i) Authorizing the Receiver to market and sell the Unit 17 Property, and directing the Receiver to hold 50 percent of the net proceeds of sale in trust pending further Court Order; and

- (j) Such further direction as the Court considers appropriate.

All of which is respectfully submitted at Toronto, Ontario this 26th day of January, 2022.

BDO Canada Limited
in its capacity as Court-Appointed Receiver of
Altmore Mortgage Investment Corporation and
Ian Ross McSevney and not in its personal or corporate capacity

A handwritten signature in black ink, appearing to read "Clark Lonergan". The signature is written in a cursive, flowing style.

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

TAB A

**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.

Conway J.

**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

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

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 2nd, 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
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
millerthomson.com



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Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

TAB B



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

TAB C



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

Canada

TAB D

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date	
2337195	ALTMORE MORTGAGE INVESTMENT CORPORATION	2012/07/30	
		Jurisdiction	
		ONTARIO	
Corporation Type	Corporation Status	Former Jurisdiction	
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE	
Registered Office Address	Date Amalgamated	Amalgamation Ind.	
3 - 35 STONE CHURCH ROAD WEST	NOT APPLICABLE	NOT APPLICABLE	
Suite # 118 ANCASTER ONTARIO CANADA L9K 1S5	New Amal. Number	Notice Date	
	NOT APPLICABLE	NOT APPLICABLE	
Mailing Address	Letter Date	NOT APPLICABLE	
3 - 35 STONE CHURCH ROAD WEST			
Suite # 118 ANCASTER ONTARIO CANADA L9K 1S5	Revival Date	Continuation Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Transferred Out Date	Cancel/Inactive Date	
	NOT APPLICABLE	NOT APPLICABLE	
	EP Licence Eff.Date	EP Licence Term.Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Number of Directors Minimum Maximum	Date Commenced in Ontario	Date Ceased in Ontario
	00001 00010	NOT APPLICABLE	NOT APPLICABLE
Activity Classification			
NOT AVAILABLE			

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2337195	ALTMORE MORTGAGE INVESTMENT CORPORATION

Corporate Name History	Effective Date
ALTMORE MORTGAGE INVESTMENT CORPORATION	2012/07/30

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
TERRY ROY HEPDITCH	20 TWINING DRIVE FALL RIVER NOVA SCOTIA CANADA B2T 1E5

Date Began	First Director	
2012/07/30	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2337195	ALTMORE MORTGAGE INVESTMENT CORPORATION

Administrator: Name (Individual / Corporation)	Address
TERRY ROY HEPDITCH	20 TWINING DRIVE FALL RIVER NOVA SCOTIA CANADA B2T 1E5

Date Began	First Director	Resident Canadian
2013/02/13	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

Administrator: Name (Individual / Corporation)	Address
IAN ROSS MCSEVNEY	148 BLAIR LANE ANCASTER ONTARIO CANADA L9G 1B7

Date Began	First Director	Resident Canadian
2012/07/30	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2337195	ALTMORE MORTGAGE INVESTMENT CORPORATION

Administrator: Name (Individual / Corporation)	Address
IAN ROSS MCSEVNEY	148 BLAIR LANE ANCASTER ONTARIO CANADA L9G 1B7

Date Began	First Director	Resident Canadian
2013/02/13	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y

Administrator: Name (Individual / Corporation)	Address
DARREN WARREN PLUMB	307 166 OLIVE STREET HOLLAND LANDING ONTARIO CANADA L9N 1M9

Date Began	First Director	Resident Canadian
2012/07/30	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2337195	ALTMORE MORTGAGE INVESTMENT CORPORATION

Administrator: Name (Individual / Corporation)	Address
DARREN WARREN PLUMB	307 166 OLIVE STREET HOLLAND LANDING ONTARIO CANADA L9N 1M9

Date Began	First Director	Resident Canadian
2013/02/13	NOT APPLICABLE	
Designation	Officer Type	
OFFICER	VICE-PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2337195

Corporation Name

ALTMORE MORTGAGE INVESTMENT CORPORATION

Last Document Recorded

Act/Code	Description	Form	Date
BCA	ARTICLES OF AMENDMENT	3	2013/03/04

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

TAB E

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

THE HONOURABLE) TUESDAY, THE 25TH
JUSTICE DUNPHY) DAY OF MAY, 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)*

**INTERIM ORDER
(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 as receiver (in such capacity, the “Receiver”) without security, of all of the assets, undertakings and properties of Altmort Mortgage Investment Corporation (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Monica Matta sworn May 14, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, and Mr. Ian McSevney for the Respondent, 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 the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, including property held by the Debtor in trust for any third party (collectively, the “Property”), for a period of 30 days from the date hereof (the “Initial Appointment Period”) unless further extended by the Court, for the purpose of investigating the Debtor’s business and affairs in accordance with the terms of this Order, and for greater certainty, shall not manage the business of the Debtor. The Receiver shall within the Initial Appointment Period file with the Court a written report on such investigation and findings as well as its recommendations.

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 Debtor, 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 Debtor's 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 Debtor;
- (d) to review and investigate all monies flowing in and out of the Debtor, including but not limited to, all receipts and disbursements, all accounts payable and receivable of the Debtor;

- (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 Debtor) under oath regarding the business and affairs of the Debtor; 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 Debtor, and without interference from any other Person, provided that nothing contained herein shall prevent the Respondent from retaining copies of the Records (as defined below) or proposing a resolution to the Respondent's stakeholders.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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 Debtor, 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 5 or in paragraph 6 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.

NO PROCEEDINGS AGAINST THE RECEIVER

8. 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

9. 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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

10. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor 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

11. 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

12. 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

13. 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

14. 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.

15. 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.

16. 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

17. 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/>>’.

18. 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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.

GENERAL

19. 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.

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

21. 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.

22. 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.

23. THIS COURT ORDERS that the Applicants shall have their costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate *pro rata* with amounts secured by the Receiver's Charge.

24. 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.

25. THIS COURT ORDERS that the parties shall attend before the Court ^{via Zoom} on Friday June 25, 2021 at 10 am EST for the purpose of, among other things, determining any next steps in this proceeding.

A handwritten signature in black ink, appearing to read "A. D. [unclear]", written over a horizontal line. The signature is stylized and includes a long, sweeping underline.

**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

INTERIM ORDER

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Lawyers for the Applicants

TAB F

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 248 (3) OF THE BUSINESS CORPORATIONS ACT (ONTARIO), R.S.O., 1990
c.B-16, AS AMENDED;

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O.
1990 c.C-43, AS AMENDED

B E T W E E N:

MONICA MATTA AND MARK AMELLO

Applicant

- and -

ALTMORE MORTGAGE INVESTMENT CORPORATION

Respondent

FIRST REPORT OF BDO CANADA LIMITED
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
ALTMORE MORTGAGE INVESTMENT CORPORATION

JUNE 7, 2021

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APPENDICES

APPENDIX "A" – Receivership Order dated May 25, 2021

APPENDIX "B" – Endorsement of J. Dunphy dated May 25, 2021

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APPENDIX "E" – Receiver's E-Mail dated May 25, 2021 including initial information request

APPENDIX "F" – Ian McSevney's E-mail dated May 26, 2021

APPENDIX "G" – Receiver's Counsel Letter to Mr. McSevney dated May 28, 2021

APPENDIX "H" – Receiver's Counsel Letter to Mr. Kyle dated June 2, 2021

APPENDIX "I" – Parcel Register for Blair Property

APPENDIX "J" – Corporate Profile Report of 9584285 Canada Inc.

APPENDIX "K" – Parcel Register for Valridge Property

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APPENDIX "P" – Payments to Margaret McSevney

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I. INTRODUCTION

1. Pursuant to an order (the "Receivership Order") of the Honourable Mr. Sean F. Dunphy J. of the Ontario Superior Court of Justice Commercial List (the "Court") dated May 25, 2021 (the "Date of Appointment"), BDO Canada Limited ("BDO") was appointed as Receiver on an interim basis (the "Receiver") of all of the assets, properties and undertakings (collectively, the "Property") of Altmore Mortgage Investment Corporation ("Altmore" or the "Company") for a period of 30 days (the "Initial Appointment Period") pursuant to section 248 (3) of the Business Corporations Act (Ontario), R.S.C. 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"). A copy of the Receivership Order is attached hereto as Appendix "A". A copy of the Endorsement of Justice Dunphy dated May 25, 2021 is attached hereto as Appendix "B".

II. PURPOSE OF REPORT

2. This first report of the Receiver (the "First Report") is filed in support of the Receiver's first motion to the Court returnable June 9, 2021. The purpose of this First Report is to:
 - a) Provide this Court with certain information pertaining to the receivership, including:
 - (i) Altmore's background, current operations and certain facts leading up to the appointment of the Receiver;
 - (ii) Receiver's activities to date;
 - a. Correspondence with Mr. Ian McSevney ("Mr. McSevney");
 - b. Correspondence with Bank of Montreal;
 - c. Correspondence with Kyle & Associates;
 - d. Other activities; and
 - (iii) Summary of findings.
 - b) Recommend that this Court make an Order:
 - (i) Approving this First Report including the actions and activities of the Receiver set out herein;
 - (ii) Directing Mr. McSevney to provide the Receiver a full detailed accounting of receipts and disbursements made in relation to the Property, a comprehensive listing of Altmore's mortgage investments, a comprehensive list of Altmore's investees, as well as any of Altmore's books and records in his possession; and
 - (iii) Directing Bank of Montreal to freeze and provide bank statements for the past seven (7) years for the following bank accounts known to have received funds from Altmore:
 1. 3319 1004-776 (Independent Mortgage Advisors Inc.)

2. 3319 8985-220 (Independent Mortgage Advisors Inc.)
3. 3319 1996-816 (Altmore Capital Inc.)
4. 3319 3992-667 (Ian McSevney)
5. 3319 3989-839 (Ian McSevney)
6. 3319 399-922 (Christie Briyer Ward-McSevney); and
7. 2922 3994-881 (Elaine McSevney).

- (iv) Directing Canaccord Genuity to freeze and provide statements for the TFSA accounts of Ian McSevney (TCN-41P-993V1) and Christie Ward-McSevney (TCN-41R-021V1);
- (v) Expanding the scope of the receivership proceeding to include Ian Ross McSevney, Altmore Capital Inc. and Independent Mortgage Advisors Inc. as additional “Debtors” under the Receivership Order;
- (vi) Authorizing the Receiver to register the Receivership Order (and any other Orders made in this proceeding) against title to the condominium unit owned by Ian McSevney and Christie Ward-McSevney at the property municipally known as 81 Valridge Drive, Ancaster, Ontario (the “Valridge Property”); and
- (vii) Authorizing, but not obligating, the Receiver to assign any of Altmore, Altmore Capital Inc. and Independent Mortgage Advisors Inc. into bankruptcy.

III. QUALIFICATIONS

3. In preparing this First Report, the Receiver has relied upon financial information provided to it by the Bank of Montreal (“BMO”) and certain other parties (the “Information”). The Receiver has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought therein. The Receiver has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (“GAAS”) pursuant to the Canadian Institute of Chartered Accountants Handbook and, as such, the Receiver expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
4. Unless otherwise noted, all monetary amounts contained in this First Report are expressed in Canadian dollars (“CAD”).

IV. BACKGROUND AND EVENTS LEADING TO THE APPOINTMENT OF THE RECEIVER

5. The application for the appointment of a receiver was brought by Ms. Monica Matta and Mr. Mark Amello, who are investors in Altmore. Ms. Matta swore an affidavit dated May 14, 2021 (the “Matta Affidavit”) in support of that

application which sets out events that led to the need for the Receiver. A copy of the Matta Affidavit (without exhibits) is attached hereto as Appendix "C".

6. For a more detailed explanation of the Company's background and events leading to the appointment of the Receiver, readers are directed to the full motion record, including the entire Matta Affidavit with exhibits, which can be found at [http://www. https://www.bdo.ca/en-ca/extranets/altmore-mortgage-investment-corporation](http://www.https://www.bdo.ca/en-ca/extranets/altmore-mortgage-investment-corporation) (the "Receiver's Website").
7. This First Report and all other court materials and orders issued and filed in these receivership proceedings are available on the Receiver's Website and will remain available for a period of six (6) months following the Receiver's discharge.

Company Overview & Corporate Structure

8. It is the Receiver's understanding that Altmore is a privately-owned Ontario corporation which had its offices in a shared office environment operated by I.Q. Offices at 200-250 University Avenue, Toronto, Ontario.
9. It is the Receiver's understanding that Altmore sought investment capital from investors that would in-turn be invested in a portfolio of mortgages. Investors expected to earn rate of return in excess of 10% either through monthly dividend payments from Altmore or through a dividend re-investment program. Attached as Appendix "D" is an advertisement found at <https://www.equitynet.com/c/altmore-mortgage-investment-corporation> which sets out Altmore's mandate, targeted towards U.S. investors in this case.
10. The Receiver is aware that Altmore Capital Inc. and Independent Mortgage Advisors Inc. are corporate entities that have or had an affiliation with Altmore, as more particularly described in the Matta Affidavit.

Events Leading to Appointment of a Receiver

11. The Receiver understands that Ms. Matta and other family members had invested substantial sums of money in Altmore between 2015 and 2018 and had been receiving their monthly dividend payments until May of 2019. Thereafter, Ms. Matta's numerous requests to Mr. McSevney for explanations regarding the discontinuance of dividends and reports on the status of her investments largely went unanswered.
12. An additional investor in Altmore, Ms. Luz Elena Jiminez of Mississauga, Ontario, filed a supplementary motion record containing her sworn affidavit dated May 20, 2021 wherein she outlines a similar experience to that of Ms. Matta concerning her communications with Altmore and Mr. McSevney in respect of her investment in Altmore.
13. As a result of the above, Ms. Matta and Mr. Amello applied to the Court for an Order appointing a receiver over Altmore on an interim basis.

V. ACTIVITIES OF THE RECEIVER

Communications with Mr. McSevney

14. Immediately upon the conclusion of the Court hearing wherein the Receiver was appointed, it was agreed between the Receiver and Mr. McSevney that a conference call would be held at 8:30 AM on Wednesday, May 26, 2021 (the "Initial Call") to review the Receiver's mandate and initial information request with Mr. McSevney.
15. The Receiver followed up that discussion with an email to Mr. McSevney to confirm the call for May 26th and attached thereto a list of initial information requirements (subsequently updated, the "Initial Request") for Mr. McSevney to assemble. A copy of the Initial Request is attached hereto as Appendix "E".
16. At 8:22 AM on May 26, 2021, Mr. McSevney sent the Receiver an email, attached hereto as Appendix "F", wherein he indicated that the Initial Call would have to be deferred until likely Friday as he needed more time to assemble the requested information in the Initial Request and that he was going to enlist the assistance of an accountant and counsel. He did however confirm the banking information for Altmore's bank account at BMO. This is the last communication the Receiver has had from Mr. McSevney, despite the Receiver sending two follow-up emails and attempting to reach Mr. McSevney by telephone.
17. The Receiver notified Mr. McSevney by email that the Initial Call could be rescheduled to 9:00 AM on Friday, May 28, 2021 and sent Mr. McSevney a revised calendar appointment. Mr. McSevney did not accept the calendar appointment or attend the rescheduled call.
18. Thus, on May 28, 2021, the Receiver's counsel sent Mr. McSevney a letter (the "Legal Letter") by email to compel cooperation and a response to the Initial Request. A copy of the Legal Letter is attached hereto as Appendix "G". As at the date of this First Report, Mr. McSevney has not responded to the Legal Letter.

Correspondence with Bank of Montreal

19. On May 25, 2021, the Receiver emailed a letter to the BMO branch in Ancaster, Ontario at which Altmore held its bank account, namely 3319-1998643 (the "Altmore Account") to notify BMO of the receivership and request, inter alia, all historical bank statements and that the account be frozen.
20. BMO has complied with the Receiver's request and provided seven years (May 2014 – May 2021) of bank statements for the Altmore Account.
21. BMO confirmed that the Altmore Account is the sole account held by Altmore at BMO.
22. The Receiver has conducted an initial review of the transactions in the Altmore Account and a summary of its findings is outlined below.

Correspondence with Kyle & Associates

23. In the course of its review of the Altmore Account statements, the Receiver identified transfers to 5 different law firms totaling \$528,000. Such transfers include 10 transfers in an aggregate amount of \$343,801.56 made between August 23, 2016 and August 31, 2018 to Kyle & Associates, which the Receiver understands acted as legal counsel to Altmore and Mr. McSevney.
24. On June 2, 2021, the Receiver sent a letter to Mr. Alex Kyle of Kyle & Associates advising of the receivership and requesting certain information and documents. A copy of the letter dated June 2, 2021 to Mr. Kyle is attached hereto as Appendix "H".
25. On June 3, 2021, Mr. Kyle contacted the Receiver's counsel by telephone. In the course of the call, Mr. Kyle advised that, of the amounts referenced in the letter dated June 2, 2021:
- a) An amount of \$125,000 was paid to Mr. McSevney;
 - b) One or two of the transfers may have been used for mortgage investments; and
 - c) The balance of the transferred amounts were used to either settle pending litigation or satisfy outstanding judgments against Altmore and/or Mr. McSevney.
26. Mr. Kyle advised that the records relevant to the payments described above have been placed into offsite long-term storage. The Receiver has requested that Mr. Kyle retrieve and forward such records to the Receiver. Mr. Kyle has advised that such retrieval will take approximately one week.

Blair Property

27. As more particularly described in the Matta Affidavit, the Corporate Profile Reports for Altmore and its affiliates refer to Mr. McSevney's home address as 148 Blair Lane in Ancaster, Ontario (the "Blair Property"). A copy of the Parcel Register dated May 19, 2021 in respect of the Blair Property is attached hereto as Appendix "I".
28. The Blair Parcel Register indicates an unusual transaction history in respect of the Blair Property:
- a) The Blair Property was acquired by Mr. McSevney and Christie Ward-McSevney on April 24, 2003;
 - b) On June 2, 2006, Mr. McSevney and Christie Ward-McSevney transferred the Blair Property to Elaine Karen McSevney;
 - c) On January 7, 2011, Elaine Karen McSevney transferred the Blair Property to John Urquhart;
 - d) On August 31, 2016, John Urquhart transferred the Blair Property to Mr. McSevney;

- e) On August 31, 2016, Mr. McSevney transferred the Blair Property to 9584285 Canada Inc. ("958"), a corporation that was controlled by Mr. McSevney; and¹
- f) On December 16, 2019, 958 transferred the Blair Property to Sandro Cioci, with whom the Receiver is not familiar.

29. In light of the numerous related-party transactions described above as well as the timing thereof, the Receiver intends to seek additional information in respect of same.

Valridge Property

30. The Receiver understands that Mr. McSevney currently resides at the Valridge Property. A copy of the Parcel Register dated May 19, 2021 in respect of the Valridge Property is attached hereto as Appendix "K". The Parcel Register indicates that Mr. McSevney and Christie Ward-McSevney purchased the Valridge Property on March 29, 2018.

31. In light of the numerous payments made by Altmore to (or for the personal benefit of) Mr. McSevney and/or Christie Ward-McSevney, the Receiver requests and recommends that it be authorized to register the Receivership Order (or any other Orders made in this proceeding) against the Valridge Property, in order to temporarily preserve any value for the benefit of Altmore's investors and other creditors.

Communications from Investors

32. On June 5, 2021, the Applicant in this proceeding, Ms. Monica Matta, received a communication from another investor in Altmore, and provided a copy of same to the Receiver's counsel. In such communication, the investor advised that he, as well as 6 to 7 others, have funds invested in Altmore and have also not received any payments on their investments in 2 years.

33. The Receiver intends to contact to this particular investor, as well as obtain the contact details for the 6-7 other investors referenced in his communication, in order to keep the investors apprised of the developments in this receivership proceeding.

Other Activities

34. Other activities performed by the Receiver upon its appointment include:

- a) Contacting I.Q. offices to enquire on Altmore's current status with the office sharing service. The Receiver was awaiting a response from I.Q. at the time of writing this First Report;
- b) Contacting Chaitons LLP regarding fund transfers made from Altmore;

¹ A copy of a corporate profile report dated June 6, 2021 in respect of 958 is attached hereto as Appendix "J". The report indicates that 958 was dissolved for non-compliance on November 17, 2018.

- c) On-going communication with Receiver's counsel in connection with various aspects of the Receivership proceedings;
- d) Performing searches of publicly available information in respect of Mr. McSevney, Altmore and other parties related to them;
- e) Engaged Miller Thomson LLP as its counsel;² and
- f) Preparing this First Report.

VI. SUMMARY OF FINDINGS

35. The Receiver received the transaction details from BMO for the Altmore Account in both pdf statement and Excel form for the period May 1, 2014 to May 31, 2021 (the "Period"). Analyzing the Excel format, the Receiver has prepared a preliminary summary of transactions, attached hereto as Appendix "L".

36. Key findings of the Receiver are:

- a) A total of approximately \$7.2 million has been transacted through the Altmore Account over the Period;
- b) Gross investments from investors appears to be \$4.53 million. However, this amount could be as high as \$6.26 million, depending on the actual source of unidentified deposits;
- c) Payments of \$3.3 million have been made to investors. The true amount may be higher, depending on the nature of the unknown payments that total \$587,000. The Receiver is not able to discern between interest payments and return of capital at this time;
- d) Mr. McSevney has thus far failed to cooperate with the Receiver. In particular, Mr. McSevney has failed to provide any documentation or other verifiable information with respect to any mortgage investments made by Altmore;
- e) Net funds totaling \$240,000 were transferred to Independent Mortgage Advisors Inc. and Altmore Capital Inc., related entities;
- f) The Receiver has not been able to identify specific payments made to acquire mortgage investments. However, as noted above, payments to five (5) different law firms totaling \$528,000 were identified and the Receiver is investigating these payments;
- g) Mr. McSevney transferred a net sum of \$1.4 million to bank accounts held in his personal name;

² Miller Thomson LLP had previously acted as counsel to the Applicants in seeking the appointment of a receiver. In order to minimize costs, upon the appointment of the Receiver, Miller Thomson LLP resigned as counsel to the Applicants and has since acted solely for the Receiver.

- h) Expenses of a personal nature in the aggregate amount of \$164,000 were funded through the Altmore Account, including:
- (i) Two payments of \$50,000 each to TFSA accounts of Ian and Christie McSevney. Copies of the relevant bank drafts are attached hereto as Appendix "M";
 - (ii) Payments to auto dealers in the aggregate amount of \$40,133. Copies of the relevant bank drafts are attached hereto as Appendix "N";
 - (iii) Payment in the amount of \$2,856.42 to Royal Bank of Canada in respect of a loan in the name of Ian McSevney. A copy of the bank draft for this loan payment is attached hereto as Appendix "O"; and
 - (iv) Miscellaneous purchases of a personal nature such as fast-food restaurants, movies, personal grooming and shopping totaling \$21,093.
- i) Payments were made from the Altmore Account to Margaret McSevney totaling \$4,621.14. These payments were made in three money orders, for \$1,621.14, \$2,500 and \$500, and each money order referenced "I.McSevney" as the purchaser. Copies of these money orders are attached hereto as Appendix "P".
- j) A payment of \$631 was made to Linda McSevney by money order on September 23, 2015. A copy of the money order is attached hereto as Appendix "Q". The Receiver does not yet know the relationship between Mr. McSevney and each of Linda and Margaret McSevney.

XIV. RECOMMENDATIONS

37. Based on the foregoing, the Receiver respectfully recommends and requests that the Court issue an order(s) providing the following relief:
- a) Approving this First Report including the actions and activities of the Receiver set out herein;
 - b) Directing Mr. McSevney to immediately provide the Receiver a full detailed accounting of receipts and disbursements made in relation to the Property, a comprehensive listing of Altmore's mortgage investments, a comprehensive list of Altmore's investees, as well as any of Altmore's books and records in his possession;
 - c) Directing Bank of Montreal to freeze and provide bank statements for the previous seven (7) years for the following bank accounts known to have received funds from Altmore:
 - 1. 3319 1004-776 (Independent Mortgage Advisors Inc.)
 - 2. 3319 8985-220 (Independent Mortgage Advisors Inc.)
 - 3. 3319 1996-816 (Altmore Capital Inc.)

4. 3319 3992-667 (Ian McSevney)
 5. 3319 3989-839 (Ian McSevney)
 6. 3319 399-922 (Christie Briyer Ward-McSevney); and
 7. 2922 3994-881 (Elaine McSevney).
- d) Directing Canaccord Genuity to freeze the TFSA accounts of Ian McSevney (TCN-41P-993V1) and Christie Ward-McSevney (TCN-41R-021V1);
 - e) Expanding the scope of the receivership proceeding to include Ian Ross McSevney, Altmore Capital Inc. and Independent Mortgage Advisors Inc. as additional "Debtors" under the Receivership Order;
 - f) Authorizing, but not obligating, the Receiver to register the Receivership Order (and/or any other Order made in this proceeding) against title to the Valridge Property; and
 - g) Authorizing, but not obligating, the Receiver to assign any of Altmore, Altmore Capital Inc. and Independent Mortgage Advisors Inc. into bankruptcy.

All of which is respectfully submitted on the 7th day of June, 2021.

BDO Canada Limited
in its capacity as Court-Appointed Receiver of
Altmore Mortgage Investment Corporation
and not in its personal or corporate capacity



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

TAB G

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

THE HONOURABLE) WEDNESDAY, THE 9TH
)
JUSTICE DUNPHY) DAY OF JUNE, 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

THIS MOTION made by BDO Canada Limited, in its capacity as Court-appointed Receiver on an interim basis (in such capacity, the “**Receiver**”) of all of the assets, properties and undertakings (collectively, the “**Property**”) of Altmore Mortgage Investment Corporation (“**Altmore**”), appointed pursuant to the Order of the Honourable Mr. Dunphy of the Ontario Superior Court of Justice (Commercial List) dated May 25, 2021 (the “**Receivership Order**”) 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**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver dated June 7, 2021 and the Appendices thereto (the “**First Report**”) and on hearing the submissions of counsel for the Receiver, no one appearing for Altmore or any other person on the Service List, although duly served as appears from the affidavit of service of Shallon Garaffa sworn June 7, 2021, 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.

EXPANSION OF 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 Ian Ross McSevney, Altmore Capital Inc. and Independent Mortgage Advisors Inc. (collectively, the “**Related Parties**”), and the Receivership Order is hereby amended such that each of the Related Parties is deemed to be a “Debtor” thereunder (in addition to Altmore).

DIRECTION REGARDING DISCLOSURE

3. THIS COURT ORDERS that Ian Ross McSevney (“**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 (as defined in the Receivership Order) 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 and amounts invested; and
- (d) Any books and records of Altmore or any other Debtor in McSevney's possession or control.

BANKING INFORMATION & FREEZING OF ACCOUNTS

4. THIS COURT ORDERS AND DIRECTS that the following accounts (collectively, the "**Related Party Accounts**") at Bank of Montreal ("**BMO**") shall immediately be frozen:

- (a) Account Nos. 3319 1004-776 and 3319 8985-220 in the name of Independent Mortgage Advisors Inc.;
- (b) Account No. 3319 1996-816 in the name of Altmore Capital Inc.;
- (c) Account Nos. 3319 3992-667 and 3319 3989-839 in the name of Ian McSevney,

and BMO is hereby authorized and directed to provide to the Receiver copies of account statements and other records in respect of the Related Party Accounts.

5. THIS COURT ORDERS AND DIRECTS that the following accounts (together, the "**TFSA Accounts**") at Cannacord Genuity shall immediately be frozen:

- (a) Account No. TCN-41P-993V1 in the name of Ian McSevney; and
- (b) Account No. TCN-41R-021V1 in the name of Christie Ward-McSevny,

and Cannacord Genuity is hereby authorized and directed to provide to the Receiver copies of account statements and other records in respect of the TFSA Accounts.

REGISTRATION OF ORDERS ON VALRIDGE PRPERTY

6. THIS COURT ORDERS that the Receiver be and it is hereby authorized, but not obliged, to register the Receivership Order, this Order and any other Order made in this proceeding against title to the property known municipally as Unit 7, Level 1, 81 Valridge Drive, Ancaster, Ontario and described as:

UNIT 7, 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.

BANKRUPTCY ASSIGNMENTS

7. THIS COURT ORDERS that the Receiver be and it is hereby authorized, but not obliged to make bankruptcy assignments in respect to Altmore or any of the other Debtors.

GENERAL

8. 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.

9. 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.

10. 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 black ink, appearing to read "S.F. Dunphy", written over a horizontal line.

S.F. Dunphy

**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

ORDER

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Lawyers for the Receiver, BDO Canada Limited

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

RE: 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)

BEFORE: S.F. Dunphy J.

COUNSEL: *Greg Azeff*, for the Applicants

Ian McSevney, on behalf of Respondent

HEARD at Toronto: May 25, 2021

ENDORSEMENT


[1] Mr. McSevney indicated that he was looking to retain counsel to respond to this motion and possibly apply for Legal Aid. Among the issues he felt needed responding to was a disagreement as to the amount of debt owing to the applicants. He sought an adjournment of 60-90 days. Mr. McSevney confirmed that the respondent's business is not active. It has a portfolio of mortgages from which revenue is received and he has been trying for almost two years to find a way to wind up the company and pay investors out. Mr. McSevney has no concrete plans to retain counsel beyond applying for Legal Aid. I have no reason to believe that a short adjournment would accomplish anything and I am satisfied on the evidence before me that further delay in securing the books and records and what revenue there is would be detrimental to the interest of the applicants and other investors.

[2] The record indicates that Mr. McSevney has been fending off investor inquiries for almost two years and it has been almost that long since any payments were made on the outstanding investments. There is considerable uncertainty on the record as to the nature of the investments made: are they shares or debt? If shares, what class and when issued?

[3] What is clear to me is that (i) the business, such as it is, is a passive one at this stage consisting primarily of collecting funds on whatever mortgage portfolio exists; (ii) the operations of the respondent company are effectively wound down in that it has abandoned its shared-space office downtown and its records are either in storage or in Mr. McSevney's personal possession in Ancaster; (iii) there is considerable uncertainty as to the status of the investors including the applicants and whether any shares were ever properly issued remains unknown; and (iv) funds are coming in regularly but none have gone out to investors in some time.

[4] In the circumstances, I am satisfied that the prerequisites for my making an Interim receivership order are in place. The operations of this largely inactive company have been tightly controlled by Mr. McSevney and no reporting of material financial or corporate information has been made for two plus years. The registered head office of the corporation has not been kept up. No shares have been issued to the applicants. The situation cries out for the books and records to be secured and examined and for what funds and assets there are to be brought under court control until further order.

[5] I am making an interim receivership order largely in the form sought by the applicants. The form of order will be amended to include particulars of service but I am satisfied from my discussion with Mr. McSevney that service was made notwithstanding the abandonment of the registered head office. The order will be on an interim basis – until June 25, 2021 – when the matter shall come back for consideration as to whether it ought to be confirmed. In the interim, Mr. McSevney will co-operate with the receiver in securing the books and records and the bank accounts. He shall be entitled to receive copies of what records he needs whether it be to retain and instruct counsel in relation to this motion or to further his goal of making a comprehensive proposal to investors to pay them out.



S.F. Dunphy J.

Date: May 25, 2021

TAB H

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 248 (3) OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO), R.S.O., 1990
c.B-16, AS AMENDED;**

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990 c.C-43, AS AMENDED**

BETWEEN:

MONICA MATTA AND MARK AMELLO

Applicant

- and -

ALTMORE MORTGAGE INVESTMENT CORPORATION

Respondent

**SECOND REPORT OF BDO CANADA LIMITED
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
ALTMORE MORTGAGE INVESTMENT CORPORATION, ALTMORE CAPITAL INC., INDEPENDENT
MORTGAGE ADVISORS INC. AND IAN ROSS MCSEVNEY**

JUNE 23, 2021

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APPENDICES

APPENDIX "A" – Receivership Order dated May 25, 2021

APPENDIX "B" – Endorsement of J. Dunphy dated May 25, 2021

APPENDIX "C" – First Report of Interim Receiver June 7, 2021

APPENDIX "D" – Receivership Order dated June 9, 2021

APPENDIX "E" – Endorsement of J. Dunphy dated June 9, 2021

APPENDIX "F" – Fee Affidavit of Clark Lonergan dated June 23, 2021

APPENDIX "G" - Fee Affidavit of Gregory Azeff dated June 23, 2021

I. INTRODUCTION

1. Pursuant to an order (the “**Receivership Order**”) of the Honourable Mr. Justice Dunphy of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 25, 2021 (the “**Date of Appointment**”), BDO Canada Limited (“**BDO**”) was appointed as Receiver on an interim basis (the “**Receiver**”) of all of the assets, properties and undertakings (collectively, the “**Property**”) of Altmore Mortgage Investment Corporation (“**Altmore**” or the “**Company**”) for a period of 30 days (the “**Initial Appointment Period**”) pursuant to section 248 (3) of the *Business Corporations Act*, RSO 1990, c. B-16, as amended (the “**OBCA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c. C.43 as amended (the “**CJA**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**. A copy of the Endorsement of Justice Dunphy dated May 25, 2021 is attached hereto as **Appendix “B”**.
2. The Receiver submitted its first report to the Court on June 7, 2021 (the “**First Report**”) to provide the Court with an update on the Receiver’s investigation thus far including a summary of banking transactions involving Altmore’s sole bank account and the conduct of Altmore’s guiding mind, Ian Ross McSevney (“**McSevney**”).
3. On June 9, 2021, Justice Dunphy issued his endorsement and a further Order (the “**June 9th Order**”) expanding the role of the Receiver to include the assets, properties and undertakings of Altmore Capital Inc. (“**ACI**”), Independent Mortgage Advisors Inc. (“**IMAI**”) and McSevney. Copies of the June 9th Order and accompanying endorsement are attached hereto as **Appendices “D”** and “**E**”, respectively.

II. PURPOSE OF REPORT

4. This second report of the Receiver (the “**Second Report**”) is filed in support of the Receiver’s motion to the Court returnable June 25, 2021. The purpose of this Second Report is to:
 - a) Provide this Court with certain information pertaining to the receivership, including:
 - (i) The Receiver’s activities since the issuance of the First Report;
 - (ii) Summary of findings.
 - b) Recommend that this Court make an Order:
 - (i) Approving this Second Report including the actions and activities of the Receiver and its legal counsel, Miller Thomson LLP (“**Miller**”), as set out herein;
 - (ii) Approving the professional fees and disbursements of the Receiver and its legal counsel;
 - (iii) Authorizing the Receiver to register a charge against the Valridge Property (as defined below) in the amount of its unpaid fees and disbursements;
 - (iv) Discharging the Receiver; and

- (v) Such further relief as the Court deems appropriate.

III. QUALIFICATIONS

5. In preparing this Second Report, the Receiver has relied upon financial information provided to it by the Bank of Montreal (“**BMO**”) and certain other parties (the “**Information**”). The Receiver has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought therein. The Receiver has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the Canadian Institute of Chartered Accountants Handbook and, as such, the Receiver expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
6. Unless otherwise noted, all monetary amounts contained in this Second Report are expressed in Canadian dollars (“**CAD**”).

IV. ACTIVITIES OF THE RECEIVER

Correspondence with Bank of Montreal

7. On June 9, 2021, immediately upon the issuance of the June 9th Order, the Receiver emailed a letter to the BMO branch in Ancaster, Ontario to notify BMO of the expanded receivership and request, *inter alia*, all historical bank statements for each of ACI (1 account), IMAI (2 accounts) and McSevney (2 accounts) and that the corresponding accounts be frozen.
8. BMO has promptly complied with the Receiver's request and provided seven years (May 2014 – May 2021) of banking transactions in Excel for each of the accounts.
9. The Receiver identified substantial amounts being transferred from McSevney's personal bank account to another BMO account which BMO advised was McSevney's BMO InvestorLine account (the “**InvestorLine Account**”). The Receiver requested and was provided with account statements for the InvestorLine Account as well.
10. The Receiver has conducted an initial review of the transactions in each of the ACI, IMAI and McSevney accounts and a summary of its findings is outlined below.
11. BMO has also provided further details to the Receiver in respect of Altmore transactions that did not have sufficient details in the Excel file or pdf bank statements which the Receiver has reviewed.

Correspondence with CanAccord Genuity

12. As reported in the First Report, the Receiver identified two payments that were made in March of 2018 for \$50,000 each from Altmore's bank account to the TFSA accounts of McSevney and his wife at CanAccord Genuity. In

accordance with the June 9th Order the Receiver wrote to CanAccord Genuity to freeze the TFSA accounts and provide statement accounts to the Receiver.

13. CanAccord Genuity promptly complied with the Receiver's requests. A review of the account statements indicates that each account now has a \$Nil balance and the all available funds had been withdrawn to personal bank accounts by January 31, 2019. The peak market value of these TFSA accounts were \$135,668.99 at December 31, 2018 for McSevney and \$108,876.95 at January 21, 2019 for his spouse, Christie Ward-McSevney.

Correspondence with Capital Growth Financial Corporation ("CGFC")

14. The Receiver had identified two payments totaling \$57,089.90 that were made from Altmore's bank account to CGFC in 2015. The Receiver wrote to CGFC on June 4, 2021 to request details of these transactions. CGFC advised in an email that it provided commission advances to mortgage brokers of IMAI and believed that it was at all times only dealing with IMAI.
15. Subsequent to the issuance of the June 9th Order, the Receiver identified four (4) additional payments to CGFC totaling \$49,291.35 which were made from IMAI's bank account at BMO. The Receiver has since written to CGFC to request the details of all transactions with IMAI including amounts and names of beneficiaries of the payments from CGFC that Altmore and IMAI were repaying.
16. CGFC has verbally advised the Receiver that payments to CGFC were repayments for advances on commissions. While CGFC has confirmed that it will forward the requested documentation, the Receiver has not received same as of the date hereof.

Correspondence with Community Trust ("CT")

17. The Receiver had identified two payments totaling \$73,420.00 that were made from Altmore's bank account to CT in 2018. The Receiver wrote to CT on June 4, 2021 and again on June 16, 2021 to request details of these transactions. CT has not responded to this request at the time of writing this Second Report.

Communications with Kyle & Associates

18. As noted in the First Report, in the course of its review of the Altmore Account statements, the Receiver identified 10 transfers in an aggregate amount of \$343,801.56 made between August 23, 2016 and August 31, 2018 to Kyle & Associates, which the Receiver understands acted as legal counsel to Altmore and Mr. McSevney.
19. On June 3, 2021, Mr. Alex Kyle of Kyle & Associates advised that the records relevant to the payments described above have been placed into offsite long-term storage. The Receiver requested that Mr. Kyle retrieve and forward such records to the Receiver. Mr. Kyle agreed and advised that such retrieval would take approximately one week.
20. On June 16, 2021, the Receiver's counsel sent an email to Mr. Kyle reiterating the request. On June 21, 2021, the Receiver's counsel sent a second follow up email to Mr. Kyle.

21. As of the date hereof, Mr. Kyle has not responded to either of the emails and has not provided the requested documentation.

Communications with Mr. McSevney

22. In accordance with the June 9th Order, McSevney was ordered by the Court to cooperate with the Receiver and to provide information. McSevney was served a copy of the June 9th Order by the Court on June 9, 2021. McSevney has not provided any of the requisite information to the Receiver. The Receiver has not had any communications with Mr. McSevney since May 26, 2021, as reported in the First Report.

Communications from Investors

23. On June 13, 2021, the Receiver received an email from another party claiming to be an investor in Altmore who had made an investment in Altmore in 2018, had received two payments of income in June and August of 2018 and then experienced a series of frustrated communications with McSevney wherein McSevney gave excuses as to why income payments had ceased and their principal could not be returned. This individual is a member of the six (6) person investment group that were referred to in the First Report.

V. SUMMARY OF FINDINGS

24. The Receiver received the transaction details from BMO for the accounts of ACI, IMAI and McSevney for the period May 1, 2014 to May 31, 2021 (the “**Period**”), along with the additional information obtained from BMO in respect of Altmore transactions.

25. Key findings of the Receiver are:

a) ACI Bank Accounts:

- (i) Paid the amount of \$55,500 to McMillans on Nov 9, 2017. The Receiver has written to McMillans to obtain details and is seeking further details of these payments from BMO to allow McMillans to more easily identify the transactions;
- (ii) Paid the amount of \$19,170.55 to James Deep Professional Corp (lawyer) on Mar 28, 2018;
- (iii) Paid McSevney the amount of \$35,411; and
- (iv) Paid Oanda the amount of \$52,000. Oanda is an online foreign currency exchange. The Receiver has written to Oanda requesting details and awaits their reply at the time of writing this Second Report.

b) IMAI Bank Accounts:

- (i) Paid CGFC the amount of \$49,291.35. As mentioned above, CGFC had also received the amount of \$57,089.90 from Altmore. The Receiver awaits further details from CGFC; and
 - (ii) Paid McSevney the amount of \$150,362.61.
- c) McSevney Bank Accounts:
- (i) As previously reported, McSevney received the amount of approx. \$1.4 million from Altmore.
 - (ii) McSevney sent wires totaling the amount of \$390,500 to the following:
 - 1. two payments in the amount of \$12,500 were wired to an investor;
 - 2. the amount of \$49,500 to McMillans LLP in Vancouver from account 3992-667 on Sep 28, 2017;
 - 3. the amount of \$316,000 to Oanda in 8 wires over 2017/2018; generally, funds would be transferred into his account from Altmore prior to sending these wires to Oanda; and
 - (iii) McSevney received the net amount of \$72,900 from Oanda
- d) InvestorLine Account: Per the InvestorLine Account summary, McSevney invested a gross amount of \$1,434,511 in this account; withdrew \$801,731; and appears to have lost the difference of \$632,779 in market value. The withdrawals went primarily to McSevney's personal bank accounts and a Mastercard account. It appears from a cursory review of these statements that McSevney was day trading using a margin account to increase the size of his trades.

26. Additional information obtained from BMO in respect of Altmore transactions indicate that the majority of the previously unknown receipts and disbursements were between Altmore and its investors.

VI. PROFESSIONAL FEES OF THE RECEIVER AND ITS LEGAL COUNSEL

27. As set out in the affidavit of Clark Lonergan of BDO sworn June 23, 2021 and attached hereto as **Appendix "F"**, professional fees of the Receiver incurred from May 25, 2021 to June 22, 2021 amount to 76.40 total hours, fees of \$27,277.00 (at an average hourly rate of \$357.03) and disbursements of \$3,120.00 (before H.S.T.)
28. As set out in the affidavit of Gregory Azeff of Miller sworn June 23, 2021 and attached hereto as **Appendix "G"**, professional fees of the Receiver's counsel incurred from May 25, 2021 to June 22, 2021 amount to 29.2 total hours, fees of \$18,446.50 (at an average hourly rate of \$631.73) and disbursements of \$137.47 (before H.S.T.).

VII. VALRIDGE PROPERTY

29. It does not appear that there is any liquidity in the estate to fund further investigation or administration of the receivership proceeding. The sole significant asset under administration is McSevney's personal residence, located at 81 Valridge Drive, Ancaster, Ontario (the "**Valridge Property**"), as more particularly described in the First Report.

30. Pursuant to the June 9th Order, the Receiver was granted a charge against the Valridge Property as security for its fees and disbursements and those of its counsel. The Receiver was also authorized to register the Interim Receivership Order (and/or any other Orders made in this proceeding) against the Valridge Property.
31. The Receiver seeks authority to register a charge against the Valridge Property in order to secure its fees and disbursements and those of its legal counsel.

VIII. CONCLUSION AND RECOMMENDATIONS

32. Based on the analysis performed by the Receiver to-date on the bank accounts of Altmore, AIC, IMAI and McSevney, it does not appear that investor funds were being invested in mortgages. The Receiver has not seen any direct investments being made, nor has it seen any proof of an income stream coming from a portfolio of mortgages.
33. The integration of investor monies into McSevney's personal day-to-day banking is of concern.
34. McSevney's lack of cooperation is also of concern.
35. Based on the foregoing, the Receiver respectfully recommends and requests that the Court issue an order(s) providing the following relief:
 - a) Approving this Second Report including the actions and activities of the Receiver and Miller as set out herein;
 - b) Approving the professional fees of the Receiver and its legal counsel as detailed in the affidavits of Clark Lonergan and Gregory Azeff;
 - c) Authorizing the Receiver to register a charge against the Valridge Property in the amount of its unpaid fees and disbursements;
 - d) Discharging the Receiver; and
 - e) Such further relief as the Court deems appropriate.

All of which is respectfully submitted on the 23rd day of June, 2021.

BDO Canada Limited
in its capacity as Court-Appointed Receiver of
Altmore Mortgage Investment Corporation
and not in its personal or corporate capacity

A handwritten signature in black ink, appearing to read "Clark Lonergan". The signature is written in a cursive, flowing style.

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

TAB I

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

THE HONOURABLE)	FRIDAY, THE 25TH
)	
JUSTICE CONWAY)	DAY OF JUNE, 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

THIS MOTION made by BDO Canada Limited, in its capacity as Court-appointed Receiver on an interim basis (in such capacity, the “**Receiver**”) of all of the assets, properties and undertakings (collectively, the “**Property**”) of Altmore Mortgage Investment Corporation (“**Altmore**”), Altmore Capital Inc., Independent Mortgage Advisors Inc. and Ian McSevney appointed pursuant to the Orders of the Honourable Mr. Dunphy of the Ontario Superior Court of Justice (Commercial List) dated May 25, 2021 and June 9, 2021 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**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver dated June 23, 2021 and the Appendices thereto (the “**Second Report**”) and on hearing the submissions of counsel for the Receiver, no one appearing for Altmore or any other person on the Service List, although duly served as appears from the affidavit of service of Shallon Garrafa sworn June 24, 2021, 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.

ACTIVITIES & CONDUCT

2. THIS COURT ORDERS that the Second Report of the Receiver dated June 23, 2021 (the “**Second Report**”) including the actions and activities of the Receiver and its legal counsel, Miller Thomson LLP, as set out therein, be and it is hereby approved.

PROFESSIONAL FEES

3. THIS COURT ORDERS that the professional fees and disbursements of the Receiver and its legal counsel as detailed in the affidavits of Clark Lonergan and Gregory Azeff, each sworn June 23, 2021 and appended to the Second Report (the “**Professional Fees**”), be and they are hereby approved.

REGISTRATION OF CHARGE

4. THIS COURT ORDERS that the Receiver be and it is hereby authorized to register a charge in the amount of the Professional Fees against title to the property (the “**Valridge Property**”) described as:

UNIT 7, 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.

5. THIS COURT ORDERS that the Receiver be and it is hereby authorized (but for greater certainty, not obligated) to discharge the registration of any Orders made in this proceeding against title to the Valridge Property.

DISCHARGE

6. THIS COURT ORDERS that the Receiver be and it is hereby discharged as Receiver, provided that notwithstanding its discharge as Receiver, BDO Canada Limited (“**BDO**”) shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all authorizations, approvals, protections and stays of proceedings in favour of BDO in its capacity as receiver.

RELEASE

7. THIS COURT ORDERS AND DECLARES that BDO is hereby released and discharged from any and all liability that BDO now has or may have by reason of, or in any way arising out

of, the acts and omissions of BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part.

A handwritten signature in blue ink, appearing to read "Conway J.", is positioned above a horizontal line. The signature is written in a cursive style with a prominent initial 'C' and a final flourish.

**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

ORDER

MILLER THOMSON LLP

Scotia Plaza
40 King Street West
Suite 5800
Toronto Ontario
M5H 3S1, Canada

Gregory Azeff LSO#: 45324C

Email: gazeff@millerthomson.com

Tel: 416.595.2660 / Fax: 416.595.8695

Stephanie De Caria LSO#: 68055L

Email: sdecaria@millerthomson.com

Tel: 416.595.2652 / Fax: 416.595.8695

Lawyers for the Receiver, BDO Canada Limited

TAB J

Garrafa, Shallon

From: Crawley, Peter <pcrawley@bdo.ca>
Sent: Monday, November 8, 2021 4:37 PM
To: Ian McSevney
Cc: Lonergan, Clark; Azeff, Gregory; Faheim, Monica
Subject: **[**EXT**]** Altmore Mortgage Investment Corporation
Attachments: Order of J Conway Re-Appointment of BDO Nov 8, 2021 .pdf; Information Request Checklist - I McSevney.pdf; Altmore Group-updated initial info request vNov 8 2021.pdf

Importance: High

Mr. McSevney,

Today the Court issued the attached Order re-appointing BDO Canada Limited as investigative receiver over Altmore Mortgage Investment Corporation ("AMIC"), Altmore Capital Inc. ("ACI"), Independent Mortgage Advisors Inc. ("IMAI") and you personally.

We draw your attention to paragraphs 20 and 21 wherein BDO has the ability to assign any of the companies and yourself into bankruptcy and the Court is ordering your cooperation to assist with same.

Accordingly, attached find our information requests in respect of AMIC, ACI, IMAI and you personally. We request that you provide the requested information by no later than 5pm Thursday, November 11, 2021. Failure to comply with this request will result in the Receiver attending Court to seek the Court's assistance with compelling compliance. We reserve all of our rights in that regard.

Peter Crawley, MBA, CA, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: 289.678.0243
[BDO Canada Limited](#)
805-25 Main Street West
Hamilton, ON L8P 1H1

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BDO is a proud sponsor of Hockey Canada
BDO est fier de commanditer Hockey Canada



From one dream to a century of excellence
D'un rêve à un siècle d'excellence



In response to the COVID-19 pandemic, we have temporarily closed our offices. BDO partners and employees are working from home and continue to deliver the highest level of service to our clients. To update your commercial electronic message preferences, please go to our [online subscription centre](#).

En réponse à la pandémie de COVID-19, nous avons fermé nos bureaux temporairement. Les associés et les employés de BDO travaillent de la maison et offrent la plus haute qualité de service à nos clients. Pour mettre à jour vos préférences en matière de messages électroniques, veuillez vous rendre au [centre d'inscription en ligne](#).

The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

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Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

TAB K

Garrafa, Shallon

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Ian McSevney <ian@mcsevney.com>

Sent: Friday, November 12, 2021, 8:49 a.m.

To: Crawley, Peter

Subject: [EXT] RE: Altmore

Mr. Crawley,

I am going to be replying and sending you some information regarding the transactions you have indicated. However, I am unable to access the banking records since control of the accounts was taken away. So I need to request information. You can likely see that the

amount that did flow to my spouses TFSA is less than what flowed back to her account then from her accounts to myself then to the Altmore account. I was power of attorney which I am also sure is verifiable. She had no participation what so ever in any transactions. Those transactions were to generate capital fo drive capital into Altmore. The Funds flowing back far exceed what went into her account and its is the same case with my TFSA. Transactions that occurred between my self and my sister are personal small transactions and while with recored I am not positive but most would have flowed form mortgage advisors which is was my own business which also had revenue of its own through brokering activities and every cent that ever flowed to her was also return. I from time to time helped her when she had the need as family does and she immediately returned funds. Again I am sure you can see incoming transactions from her meet the outgoing and even exceed them as my sister has helped me where she can over the last couple of years and through covid etc.. I will comment further to give as accurate a description as I can. I am still working on resolving this matter in its entirety whether parties are inclined to believe that or not. In the audit process I do also wonder if it is being picked up on and disclosed about referral payments made to the Plaintiff that it is clear now she has not disclosed to the other parties that she referred. These payments are significant and I have been inquiring what legal actions I may be also be available to me to request that she return those monies to be distribute back a pro-rated basis or directly to the related party. As I said I still hope to resolve this matter fully and hope to do that in the first quarter of 2022 and close this matter once and for all. In terms of the assignment into bankruptcy I am not sure how that would affect the personal guaranty aspect of my agreements with the parties involved and as far as Mortgage Advisors goes it does not have assets or debts it was transactional in nature and I am not sure how that would apply. I will endeavour to collect records and comment further on the transactions you have noted.

Regards,
Ian McSevney

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[EXTERNAL EMAIL / COURRIEL EXTERNE]

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Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

TAB L

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2783327
Estate No. 32-2783327

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)
and Impending Automatic Discharge of Bankrupt
(Paragraph 168.1(4) and section 168.2 of the Act)
in the Matter of the Bankruptcy of
Ian Ross McSevney
of the City of Ancaster, in the Province of Ontario

Original Amended

Take notice that:

1. Ian Ross McSevney filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against Ian Ross McSevney) on the 18th day of November 2021 and the undersigned, BDO Canada Limited / BDO Canada Limitée, was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 7th day of December 2021 at 10:30 AM at Conference call / Virtual, MS Teams, Hamilton, ON or +1 437-703-5279, Phone Conference ID: 189 257 098#, (833) 215-3238, Phone Conference ID: 189 257 098#, see above local and toll free dial in details.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.
6. Included pursuant to subsection 102(3) of the Act is information concerning the financial situation of the bankrupt and the obligation of the bankrupt to make payments to the estate of the bankrupt, as required under section 68 of the Act.
7. Pursuant to section 168.1 of the Act, the bankrupt will be given an automatic discharge on the 19th day of August 2022, unless the Superintendent of Bankruptcy, the trustee of the estate of the bankrupt or a creditor of the bankrupt gives notice of intended opposition to the discharge of the bankrupt before that date.

In the case of an individual who has never before been bankrupt:

- on the expiry of 9 months after the date of bankruptcy;
- on the expiry of 21 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the Act to the estate.

In the case of an individual who has been a bankrupt one time before:

- on the expiry of 24 months after the date of bankruptcy;
- on the expiry of 36 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the Act to the estate.

8. Any creditor who intends to oppose the discharge of the bankrupt shall state in writing the grounds for his/her opposition and send a notice to this effect to the division office of the OSB, the trustee of the estate of the bankrupt and the bankrupt at any time before the 19th day of August 2022.
9. If any creditor opposes the discharge of the bankrupt, a court fee applies.
10. If the discharge of the bankrupt is opposed, the trustee will apply to the Court without delay for an appointment for the hearing of the opposition in the manner prescribed by the Act unless it is a matter to be dealt with by mediation pursuant to section 170.1 of the Act.

Dated at the City of Hamilton in the Province of Ontario, this 16th day of November 2021.

BDO Canada Limited / BDO Canada Limitée - Licensed
Insolvency Trustee

BDO CANADA LIMITED
20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

TAB M

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2783328
Estate No. 32-2783328

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

Original Amended

In the Matter of the Bankruptcy of
Altmore Mortgage Investment Corporation
of the City of Ancaster, in the Province of Ontario

Take notice that:

1. Altmore Mortgage Investment Corporation filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against Altmore Mortgage Investment Corporation) on the 18th day of November 2021 and the undersigned, BDO Canada Limited / BDO Canada Limitée, was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 7th day of December 2021 at 10:00 AM at Conference call / Virtual, MS Teams, Hamilton, ON or +1 437-703-5279, Phone Conference ID: 481 375 605#, (833) 215-3238, Phone Conference ID: 481 375 605#, see above local and toll free dial in details.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at the City of Toronto in the Province of Ontario, this 22nd day of November 2021.

BDO Canada Limited / BDO Canada Limitée - Licensed
Insolvency Trustee

BDO CANADA LIMITED

20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

TAB N

LAND
REGISTRY
OFFICE #62

18323-0007 (LT)

PAGE 1 OF 4
PREPARED FOR Rebecca01
ON 2022/01/21 AT 09:15:25

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

PROPERTY DESCRIPTION: UNIT 7, 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
MCSEVNEY, IAN
WARD-MCSEVNEY, CHRISTIE

CAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2001/07/10 **						
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 REMARKS: PART 1 ON 62R-13618		JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
LT420921	1996/09/25	TRANSFER EASEMENT REMARKS: PART 1 ON 62R-13618		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 REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93,94. SECONDLY LANDS/ DELETED BY WE592334 (ON 2013/12/02 CH)		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	
LT557187	1999/06/22	NO SUB AGREEMENT REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93 AND 94. SECONDLY LANDS		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
LT559677	1999/07/05	TRANSFER REMARKS: PLANNING ACT STATEMENT		*** 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
WE50901	2001/08/15	TRANSFER		*** COMPLETELY DELETED *** STARWARD HOMES LIMITED	SMIBERT, BARBARA	
WE50958	2001/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** FRACARSAN CORPORATION GLENRIO FINANCING LIMITED		
		REMARKS: RE: LT559678				

LAND
REGISTRY
OFFICE #62

18323-0007 (LT)

PREPARED FOR Rebecca01
ON 2022/01/21 AT 09:15:25

* 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
WE50963	2001/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: RE: LT579153					
WE99654	2002/06/13	CHARGE		*** COMPLETELY DELETED *** SMIBERT, BARBARA	CANADIAN IMPERIAL BANK OF COMMERCE	
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
WE347690	2005/10/27	CHARGE		*** COMPLETELY DELETED *** SMIBERT, BARBARA	CANADIAN IMPERIAL BANK OF COMMERCE	
WE347691	2005/10/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: RE: WE99654					
WE380168	2006/03/27	CHARGE		*** COMPLETELY DELETED *** SMIBERT, BARBARA	THE TORONTO-DOMINION BANK	
WE381571	2006/03/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: RE: WE347690					
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					
WE1176623	2017/01/04	NOTICE	\$2	WENTWORTH STANDARD CONDOMINIUM CORPORATION NO. 339		C
WE1208937	2017/05/30	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
WE1276178	2018/03/29	TRANSFER	\$429,900	SMIBERT, BARBARA	MCSEVNEY, IAN	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
WE1276179	2018/03/29	CHARGE	\$429,900	MCSEVNEY, IAN WARD-MCSEVNEY, CHRISTIE	WARD-MCSEVNEY, CHRISTIE TANGERINE BANK	C
WE1282679	2018/05/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: WE380168.				
WE1282762	2018/05/07	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
		REMARKS: WE1208937.				
WE1397808	2019/11/27	CONDO LIEN/98		*** COMPLETELY DELETED *** WENTWORTH CONDOMINIUM CORPORATION NO. 323		
WE1444125	2020/07/27	DIS CONDO LIEN		*** COMPLETELY DELETED *** WENTWORTH CONDOMINIUM CORPORATION NO. 323		
		REMARKS: WE1397808.				
WE1519911	2021/06/11	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
		REMARKS: APPOINTING A RECEIVER				
WE1524300	2021/06/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
WE1540279	2021/08/24	CERTIFICATE		*** COMPLETELY DELETED *** CITY OF HAMILTON		
		REMARKS: TAX ARREARS				
WE1547947	2021/09/22	APL (GENERAL)		*** COMPLETELY DELETED *** CITY OF HAMILTON		
		REMARKS: WE1540279				

TAB O

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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
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2001/07/10 **						
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 REMARKS: PART 1 ON 62R-13618		JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
LT420921	1996/09/25	TRANSFER EASEMENT REMARKS: PART 1 ON 62R-13618		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 REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93,94. SECONDLY LANDS/ DELETED BY WE592334 (ON 2013/12/02 CH)		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	
LT557187	1999/06/22	NO SUB AGREEMENT REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93 AND 94. SECONDLY LANDS		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
LT559677	1999/07/05	TRANSFER REMARKS: PLANNING ACT STATEMENT		*** 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

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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 ***		

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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	

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REGISTRY
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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
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

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18323-0015 (LT)

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

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

TAB P



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2021-12-10 3:21 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
---	--------------------	---

CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS	
Corporate name	Dénomination	
	12195585 Canada Inc.	
Corporation number	1219558-5	Numéro de société ou d'organisation
Business number	724308077RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2020-07-14 Loi canadienne sur les sociétés par actions (LCSA) - 2020-07-14	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	51 Stanlow Crescent Hamilton ON L9C 4T8 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	07-14	(MM-JJ) Date anniversaire
Filing period (MM-DD)	07-14 to/au 09-12	(MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels	
	Overdue 2021 En retard	
Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type	
	Not available Pas disponible	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Elaine McSevney		51 Stanlow Crescent, Hamilton ON L9C 4T8, Canada

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2020-07-14 to present / à maintenant	12195585 Canada Inc.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2020-07-14 Certificat de constitution en société	
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

<p>The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.</p>	<p>Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.</p>
--	---

TAB Q

Garrafa, Shallon

From: Stoica, Alina
Sent: Thursday, January 13, 2022 2:12 PM
To: ekmcsevney@gmail.com
Cc: wakyle@wakylelaw.com; Azeff, Gregory; Faheim, Monica; Garrafa, Shallon
Subject: Bankruptcy of Ian McSevney & Altmore Mortgage Corporation [MTDMS-Legal.FID7105120]
Attachments: 59498299_1_Letter to E. McSevney (2022-01-13) .PDF

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

millerthomson.com



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[Our COVID-19 preparedness and support commitment](#)



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

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 read 'Gregory Azeff', with a long, sweeping tail extending downwards and to the right.

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

Canada



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.

Conway J.

**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

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

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+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 Altmore Mortgage Investment Corporation (“**Altmore**”) 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
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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

TAB R

Garrafa, Shallon

From: Faheim, Monica
Sent: Tuesday, January 18, 2022 8:01 PM
To: ekmcsevney@gmail.com
Cc: Azeff, Gregory; Garrafa, Shallon; 'Crawley, Peter'
Subject: RE: Bankruptcy of Ian McSevney & Altmore 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

From: Stoica, Alina <astoica@millerthomson.com>
Sent: Thursday, January 13, 2022 2:12 PM
To: ekmcsevney@gmail.com
Cc: wakyle@wakylelaw.com; Azeff, Gregory <gazeff@millerthomson.com>; Faheim, Monica <mfaheim@millerthomson.com>; Garrafa, Shallon <sgarrafa@millerthomson.com>
Subject: Bankruptcy of Ian McSevney & Altmore 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
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Email: astoica@millerthomson.com
millerthomson.com



Please consider the environment before printing this email.

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
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Tel: 416.595.2660

Monica Faheim LSO#: 82213R
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Tel: 416.597.6087

Lawyers for BDO Canada LLP

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

Real Estate Searches	
R	Parcel Register for 9-81 Valridge Dr., Ancaster (PIN 18323-0015)
S	Parcel Register for 51 Stanlow Crescent, Hamilton (PIN 16948-0083)
T	Parcel Register for 148 Blair Lane, Ancaster (PIN 17422-0177)
Corporate Searches	
U	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
CA78qTnF	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 10:42:18 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
CANGIBBU	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 (\$)
Business Account # 3319 1998-643				(continued)
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
CAJeUGK9	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
CApT6x6	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
CAg4hzvH	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
CAVcSnKC	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 (\$)
Business Account # 3319 1998-643				
	Business name: ALTMORE MORTGAGE INVESTMENT CORPORATION			
May 01	Opening balance			179.88
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 (\$)
Business Account # 3319 1998-643				(continued)
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
Feb 28	Closing totals	127,554.25	263,500.00	

Number of items processed 19..... 4

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

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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 (\$)
Business Account # 3319 1998-643				(continued)
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 (\$)
Business Account # 3319 1004-776				(continued)
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 (\$)
Business Account # 3319 1004-776				(continued)
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 (\$)
Business Account # 3319 1004-776				
	 Business name: INDEPENDENT MORTGAGE ADVISORS INC.			
Apr 01	Opening balance			454.80
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 (\$)
Business Account # 3319 1004-776				(continued)
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 (\$)
Business Account # 3319 1004-776				(continued)
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 (\$)
Business Account # 3319 1004-776				(continued)
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 LTOUM8IP 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

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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 (\$)
Business Account # 3319 1004-776				
	Business name: INDEPENDENT MORTGAGE ADVISORS INC.			
Feb 27	Opening balance			2,552.90
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 (\$)
Business Account # 3319 1004-776				(continued)
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 (\$)
Business Account # 3319 1004-776				
	Business name: INDEPENDENT MORTGAGE ADVISORS INC.			
Apr 01	Opening balance			62,808.10
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 (\$)
Primary Chequing Account # 3319 3992-667				(continued)
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 (\$)
Primary Chequing Account # 3319 3992-667				(continued)
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 amounts deducted (\$)	Total amounts 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.

Here's what happened in your account

Date	Description	Amounts deducted from your account (\$)	Amounts added to your account (\$)	Balance (\$)
Primary Chequing Account # 3319 3992-667				
	 Owner: MR IAN R MCSEVNEY			
Dec 05	Opening balance			1.75
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 and visit bmo.com/security.

Here's what happened in your account

Date	Description	Amounts deducted from your account (\$)	Amounts added to your account (\$)	Balance (\$)
Primary Chequing Account # 3319 3992-667				
	 Owner: MR IAN R MCSEVNEY			
Feb 06	Opening balance			0.39
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
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2001/07/10 **						
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 REMARKS: PART 1 ON 62R-13618		JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
LT420921	1996/09/25	TRANSFER EASEMENT REMARKS: PART 1 ON 62R-13618		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 REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93,94. SECONDLY LANDS/ DELETED BY WE592334 (ON 2013/12/02 CH)		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	
LT557187	1999/06/22	NO SUB AGREEMENT REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93 AND 94. SECONDLY LANDS		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
LT559677	1999/07/05	TRANSFER REMARKS: PLANNING ACT STATEMENT		*** 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 ***		

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

TAB S

LAND
REGISTRY
OFFICE #62

16948-0083 (LT)

PREPARED FOR Rebecca01
ON 2022/01/12 AT 14:41:45

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

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>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/01/23 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/01/23**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/01/20 **</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, MATHEW	

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>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/03/25 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/03/25**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/03/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** 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.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1996/03/25 **</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 ***		

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
					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 & 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>					

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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	MCSEVNEY, ELAINE KAREN	
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						
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	ELLE MORTGAGE CORPORATION	
REMARKS: WE737231.						
WE1366965	2019/07/12	CHARGE		*** COMPLETELY DELETED *** 9584285 CANADA INC.	URQUHART, JOHN LUKOVSKIS, INDRA	

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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	
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.					

TAB S

Garrafa, Shallon

From: Faheim, Monica
Sent: Tuesday, January 18, 2022 9:21 PM
To: 'Elaine McSevney'
Cc: Azeff, Gregory; 'Crawley, Peter'; Garrafa, Shallon
Subject: RE: Bankruptcy of Ian McSevney & Altmore Mortgage Corporation [MTDMS-Legal.FID7105120]

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.

From: Elaine McSevney <ekmcsevney@gmail.com>
Sent: Tuesday, January 18, 2022 8:42 PM
To: Faheim, Monica <mfaheim@millertomson.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@millertomson.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. 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

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

millertomson.com

TAB T

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



TAB U

Mailing Name

W Alex Kyle

Law Society Number

23109B

Class of Licence

Lawyer (L1)

Real Estate Insured †

Yes

Status

In Private Practice

Business Name

Kyle & Associates

Business Address

Unit 16 760 Pacific Road Oakville, Ontario L6L

6M5

Phone

1 905 845 5000

Email Address

wakyle@wakylelaw.com

Fax

1 905 845 5800

Trusteeships

None

Current Practice Restrictions

None

Current Regulatory Proceedings

None

Regulatory History

Yes

[See Regulatory History Details](#)

- [REGULATORY HISTORY](#)

o Conduct Proceeding September 17, 2019

William Alexander Kyle (the Respondent) was found to have committed professional misconduct on the following established allegations

(1) Contrary to Rule 2.01(1) and 2.01(2) of the Rules of Professional Conduct, as they stood prior to October 1, 2014, and Rules 3.1 2 and 3.2 1 thereafter, the Respondent failed to serve his client, AW, in a real estate transaction and subsequent postponements of a vendor take back mortgage in the years 2014 2016

(2) Contrary to Rule 2.04(6) and 2.04(8) of the Rules of Professional Conduct, as they stood prior to October 1, 2014, and Rules 3.4 5 and 3.4 7 thereafter, the Respondent was in a conflict of interest by failing to adhere to the requirements for joint retainers when representing AW and KM in a real estate transaction and subsequent postponements of a vendor take back mortgage in the years 2014 2015.

(3) Contrary to Rules 3 4 1 and 3 4 2 of the Rules of Professional Conduct the Respondent was in a conflict of interest by representing the borrower/mortgagor, FJ, and the sellers/original first mortgagees, AW and KM, in the postponement of a vendor take back mortgage in the year 2015.

On September 17 2019 the Law Society Tribunal Hearing Division ordered that

(1) The Respondent 's licence is suspended for a period of one month commencing October 11, 2019.

(2) While his licence is suspended the Respondent shall fully comply with the terms of the Law Society' s Guidelines for Lawyers Who Are Suspended or Who Have Given an Undertaking Not to Practise.

(3) By no later than December 31 2020 the Respondent shall provide confirmation that he has completed the Law Society 's Continuing

Professional Development course titled Independent Legal Advice and Independent Legal Representation for Real Estate Lawyers held on March 24, 2020, or a similar course in the area of independent legal advice and/or conflicts of interest for real estate lawyers to the satisfaction of the Regulatory Compliance Department of the Law Society of Ontario.

(4) The Respondent shall participate in a Practice Review in accordance with section 42 of the Law Society Act at his own expense up to an amount of \$2,500, plus travel and disbursements to a maximum amount of \$500, and plus a fee of \$500 for each cancellation within two weeks of the attendance once scheduled, and:

a. the Respondent shall obtain a date for a practice reviewer to attend at his place of business and ensure that the attendance takes place within 12 months of resuming the practice of law after the suspension pursuant to paragraph one (1) of this Order, above;

b. the Respondent shall cooperate with the practice reviewer and implement forthwith all mandatory recommendations made as a result of the Practice Review; and

c. if the Practice Review Report from the first Practice Review indicates that a follow up Practice Review is required, then the Respondent shall also participate in a follow up Practice Review Audit approximately six (6) months after the date of the first Practice Review, as described above at his own expense up to an amount of \$2,500, plus travel and disbursements to a maximum amount of \$500, and plus a fee of \$500 for each cancellation within two weeks of the attendance once scheduled. The purpose of the follow up Practice Review will be, largely but not exclusively, to assess the degree to which the respondent implemented the recommendations from the first Practice Review.

(5) The Respondent shall pay costs to the Law Society in the amount of \$6,000 on or before the deadline of September 17, 2020. Starting the day following the deadline for the payment of costs, interest shall accrue on any unpaid part of those costs at a rate of 3% per year.

The information in this directory was prepared *Tuesday January 25, 2022 at 10:06 AM*.

†A "**Yes**" in the Real Estate insured field indicates that lawyer has the required insurance to provide Real Estate Services to the public.

The directory includes regulatory history information from February 27, 1986 onward. Discipline and other regulatory hearings that resulted in the ordering of a "Reprimand in Committee" or an "Admonition", while public, are not publishable and, therefore, are not included in this directory. It takes time for the directory to be updated with certain regulatory information. Contact the Law Society to ensure you have complete, up to date information. Your use of this directory is governed by and subject to the Legal Notice. You should check the [Legal Notice](#) from time to time to keep informed of any changes or additions.

TAB V



June 2, 2021

DELIVERED VIA EMAIL AND MAIL

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

Kyle & Associates
760 Pacific Rd., Unit 16
Oakville, Ontario
Canada L6L 6M5

Attention: Mr. Alex Kyle

RE: Altmore Mortgage Investment Corporation

We are the lawyers for BDO Canada Limited, in its capacity as Court-appointed Receiver (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of Altmore Mortgage Investment Corporation (“**Altmore**”), appointed pursuant to the Interim Order of the Honourable Mr. Justice Dumphy of the Ontario Superior Court of Justice (Commercial List) dated May 25, 2021 (the “**Interim Order**”). Copies of the Interim Order and related Endorsement are attached for your reference.

In reviewing Altmore’s bank records, the Receiver has identified the following transfers by Altmore to your firm (collectively, the “**Transfers**”):

DATE OF TRANSFER	AMOUNT
August 31, 2018	\$31,000.00
May 15, 2018	\$14,500.00
October 11, 2017	\$25,001.00
October 10, 2017	\$99,999.00
August 9, 2017	\$12,000.00
December 15, 2016	\$40,000.00
November 1, 2016	\$20,676.56
August 25, 2016	\$90,000.00
August 24, 2016	\$7,066.45
August 23, 2016	<u>\$3,558.55</u>
TOTAL:	\$343,801.56

Pursuant to paragraphs 5 and 6 of the Interim Order, all Persons (as defined therein) shall, among other things, forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, and of all Records (as defined therein) in that Person’s possession or control, and shall grant the Receiver access to the Property and/or Records.

Pursuant to paragraphs 5 and 6 of the Interim Order, the Receiver hereby requests that you provide the following information with respect to each of the Transfers at your earliest convenience:

- Reason for the Transfers
- Nature of any related transaction
- Ultimate beneficiary of the transferred funds to which the Transfers related
- Copies of any related agreements or other documents in respect of the Transfers

In accordance with the Interim Order, the Receiver is in the course of identifying and securing Altmore's Property. In this regard, please provide copies of: (i) Altmore's books and records, (ii) agreements or other documents related to any mortgages in which Altmore may have invested, and (iii) any documents related to any other assets of Altmore.

In addition, please advise as to whether you are holding funds or other property in trust for Altmore.

Thank you for your attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in black ink, appearing to read 'Gregory Azeff', with a stylized flourish at the end.

Gregory Azeff
Partner



TAB W

Garrafa, Shallon

Subject: FW: [**EXT**] RE: Altmore Mortgage Investment Corporation

From: "Azeff, Gregory" <gazeff@millertomson.com>

Date: June 16, 2021 at 12:43:25 PM EDT

To: Alex Kyle <wakyle@wakylelaw.com>

Cc: "De Caria, Stephanie" <sdecaria@millertomson.com>

Subject: Re: [**EXT**] RE: Altmore Mortgage Investment Corporation

Mr. Kyle: We are still awaiting information and documentation from you related to the transfers from Altmore to your firm. In particular, we require information related to any mortgages in which Altmore invested, as well as any judgments or claims that may have been satisfied. Please note that we will be reporting to the court next week in this regard, so please provide at your earliest convenience.

Thanks,
Greg

Sent from my iPhone

GREGORY AZEFF

Partner

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.2660

Fax: +1 416.595.8695

Email: gazeff@millertomson.com

millertomson.com



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[Our COVID-19 preparedness and support commitment](#)

On Jun 3, 2021, at 10:25 AM, Alex Kyle <wakyle@wakylelaw.com> wrote:

The letter references an Interim Order and endorsement as being attached. The enclosures were not attached to the e-mail; kindly forward copies of the same.

W. Alex Kyle
Kyle & Associates
16-760 Pacific Road
Oakville, ON L6L 6M5

tel: 905-845-5000
fax: 905-845-5800
wakyle@wakylelaw.com

To help protect everyone, we have shifted to providing services remotely for all non-essential meetings. The health and safety of our staff and clients is our top priority. We are available by email, fax and phone. **Clients will be seen by appointment ONLY. Appointments are limited. No walk-ins.**

We kindly ask that you do not attend our office if you are experiencing flu-like symptoms, you have travelled outside of Canada in the last 14 days or you know or you suspect that you have been in close contact with someone who has been diagnosed with COVID-19 or who has travelled outside of Canada.

We apologize for any inconvenience this may cause and we thank you for your understanding and cooperation.

From: Stoica, Alina <astoica@millერთhompson.com>
Sent: June 2, 2021 4:47 PM
To: Alex Kyle <wakyle@wakylelaw.com>
Cc: Azeff, Gregory <gazeff@millერთhompson.com>; De Caria, Stephanie <sdecaria@millერთhompson.com>
Subject: Altmore Mortgage Investment Corporation

Good afternoon,

Enclosed please find correspondence from Mr. Azeff.

Regards,
Alina

ALINA STOICA
Paraprofessional

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@millერთhompson.com
millერთhompson.com

<image001.png>

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TAB X

Garrafa, Shallon

Subject: FW: [**EXT**] RE: Altmore Mortgage Investment Corporation

From: "Azeff, Gregory" <gazeff@millerthomson.com>

Date: June 21, 2021 at 5:42:24 PM EDT

To: Alex Kyle <wakyle@wakylelaw.com>

Cc: "De Caria, Stephanie" <sdecaria@millerthomson.com>, "Peter K. Crawley MBA CA (pcrawley@bdo.ca)" <pcrawley@bdo.ca>, "Clark Lonergan (clonergan@bdo.ca)" <clonergan@bdo.ca>

Subject: Re: [**EXT**] RE: Altmore Mortgage Investment Corporation

Mr. Kyle: It is imperative that we hear from you immediately as we are preparing our report to the court. Thank you.

GREGORY AZEFF

Partner

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.2660

Fax: +1 416.595.8695

Email: gazeff@millerthomson.com
millerthomson.com



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[Our COVID-19 preparedness and support commitment](#)

From: Azeff, Gregory <gazeff@millerthomson.com>

Sent: Wednesday, June 16, 2021 12:43 PM

To: Alex Kyle

Cc: De Caria, Stephanie

Subject: Re: [**EXT**] RE: Altmore Mortgage Investment Corporation

Mr. Kyle: We are still awaiting information and documentation from you related to the transfers from Altmore to your firm. In particular, we require information related to any mortgages in which Altmore invested, as well as any judgments or claims that may have been satisfied. Please note that we will be reporting to the court next week in this regard, so please provide at your earliest convenience.

Thanks,
Greg

Sent from my iPhone

GREGORY AZEFF
Partner

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1
Direct Line: +1 416.595.2660
Fax: +1 416.595.8695
Email: gazeff@millerthomson.com
millerthomson.com



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On Jun 3, 2021, at 10:25 AM, Alex Kyle <wakyle@wakylelaw.com> wrote:

The letter references an Interim Order and endorsement as being attached. The enclosures were not attached to the e-mail; kindly forward copies of the same.

W. Alex Kyle
Kyle & Associates
16-760 Pacific Road
Oakville, ON L6L 6M5

tel: 905-845-5000
fax: 905-845-5800
wakyle@wakylelaw.com

To help protect everyone, we have shifted to providing services remotely for all non-essential meetings. The health and safety of our staff and clients is our top priority. We are available by email, fax and phone. **Clients will be seen by appointment ONLY. Appointments are limited. No walk-ins.**

We kindly ask that you do not attend our office if you are experiencing flu-like symptoms, you have travelled outside of Canada in the last 14 days or you know or you suspect that you have been in close contact with someone who has been diagnosed with COVID-19 or who has travelled outside of Canada.

We apologize for any inconvenience this may cause and we thank you for your understanding and cooperation.

From: Stoica, Alina <astoica@millerthomson.com>
Sent: June 2, 2021 4:47 PM
To: Alex Kyle <wakyle@wakylelaw.com>
Cc: Azeff, Gregory <gazeff@millerthomson.com>; De Caria, Stephanie <sdecaria@millerthomson.com>
Subject: Altmore Mortgage Investment Corporation

Good afternoon,

Enclosed please find correspondence from Mr. Azeff.

Regards,
Alina

ALINA STOICA
Paraprofessional

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

millerthomson.com

<image001.png>

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TAB Y



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AVOCATS | LAWYERS

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40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

November 10, 2021

Sent Via Email - wakyle@wakylelaw.com

Sent Via Regular Mail

Monica Faheim

Direct Line: 416.597.6087

Direct Fax: 416.595.8695

mfaheim@millerthomson.com

Kyle & Associates

760 Pacific Rd. Unit 16,

Oakville, ON

L6L 6M4

Attention: **William Alexander Kyle**

Private and Confidential

Dear Mr. Kyle,

Re: Receivership of Altmore Mortgage Investment Corporation

We are counsel to BDO Canada Limited (“**BDO**”) in its capacity as the court-appointed receiver (the “**Receiver**”) in the above-noted matter.

Pursuant to the order of Justice Conway dated November 8, 2021 (the “**Receivership Order**”), BDO was re-appointed as Receiver over all of the assets, undertakings and properties (the “**Property**”) of Altmore Mortgage Investment Corporation (“**AMIC**”), Altmore Capital Inc. (“**ACI**”), Independent Mortgage Advisors Inc. (“**IMAI**”), and Mr. Ian McSevney (“**McSevney**”, and together with AMIC, ACI, IMAI and McSevney, the “**Debtors**”). A copy of the Receivership Order is enclosed for your reference.

Pursuant to paragraphs 5 and 6 of the Receivership Order, all Persons (as defined therein) shall, among other things, forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, and of all Records (as defined therein) in that Person’s possession or control, and shall grant the Receiver access to the Property and/or Records.

We write to you further to our e-mails to you on June 3, 2021 and June 16, 2021. As you are aware, the Receiver has previously identified 10 transfers in the aggregate amount of \$343,801.56 made between August 23, 2016 and August 31, 2018 to Kyle and Associates.

The Receiver requires you to retrieve and immediately provide to the Receiver all records relevant to the payments described above, as well as all non-privileged documents related to the Debtors, including McSevney. Failure to comply with this request will result in the Receiver attending Court to seek the Court’s assistance with compelling compliance.

We trust that the foregoing is satisfactory. Thank you for your attention to this matter.

Yours truly,

A handwritten signature in black ink, consisting of the lowercase letters 'm' and 'f' written in a cursive, connected style.

Monica Faheim
Associate
/

Encl.



**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

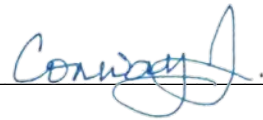
22. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

TAB Z

Garrafa, Shallon

From: Valerie Lloyd <vlloyd@wakylelaw.com>
Sent: Thursday, December 2, 2021 3:56 PM
To: Faheim, Monica
Subject: **[**EXT**]** Receivership of Altmore Mortgage Investment Corporation

Hi,

I am Alex Kyle's legal assistant.

I currently working on retrieving the 6 closed files from storage that relate to Altmore's transfers to our firm mentioned in your letter of November 10, 2021.

I have made the request of our storage facility to pull the files which usually takes up to 5 business days.

We will touch base with you next week once we have closed files in our possession.

Regards,

Valerie Lloyd
Kyle & Associates
Barristers & Solicitors
Unit 16
760 Pacific Road
Oakville, Ontario, L6L 6M5
(905)845-5000 ext 1002 tel
(905)845-5800 fax

*****WE HAVE MOVED PLEASE NOTE OUR NEW ADDRESS ABOVE*****

To help protect everyone, we have shifted to providing services remotely for all non-essential meetings. The health and safety of our staff and clients is our top priority. We are available by email, fax and phone. **Clients will be seen by appointment ONLY. Appointments are limited. No walk-ins.**

We kindly ask that you do not attend our office if you are experiencing flu-like symptoms, you have travelled outside of Canada in the last 14 days or you know or you suspect that you have been in close contact with someone who has been diagnosed with COVID-19 or who has travelled outside of Canada.

We apologize for any inconvenience this may cause and we thank you for your understanding and cooperation.

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TAB AA



MILLER THOMSON
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T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

December 17, 2021

Sent Via Email - wakyle@wakylelaw.com

Monica Faheim

Direct Line: 416.597.6087

Direct Fax: 416.595.8695

mfaheim@millerthomson.com

Kyle & Associates

760 Pacific Rd. Unit 16,
Oakville, ON
L6L 6M4

Private and Confidential

Attention: **William Alexander Kyle**

Dear Mr. Kyle,

Re: Bankruptcy of Altmore Mortgage Investment Corporation

As you are aware, we are counsel to BDO Canada Limited (“**BDO**”) in its capacity as the trustee in bankruptcy (the “**Trustee**”) in the above-noted matter.

We write this letter further to our letter dated November 10, 2021 (and further to our e-mails to you on June 3, 2021 and June 16, 2021), in which we have repeatedly advised that:

1. BDO has identified 10 transfers in the aggregate amount of \$343,801.56 made between August 23, 2016 and August 31, 2018 to Kyle and Associates.
2. BDO requires you to retrieve and immediately provide all records relevant to the payments described above, as well as all non-privileged documents related to Altmore and Ian McSevney, and
3. that failure to comply with this request will result in BDO attending Court to seek the Court’s assistance with compelling compliance.

We have received e-mail correspondence from Valerie Lloyd, indicating that she is a legal assistant with Kyle & Associates and advising that your office is currently “working on retrieving the 6 closed files from storage” relating to the foregoing transfers. We were advised that the request was made of the storage facility to pull the files, and ordinarily require a period of 5 business days to retrieve. **Over one month has passed since we received your e-mail advising that a request has been made to retrieve the relevant files from storage. Please advise as to the status of our request immediately.**

In addition, the Trustee is requesting the following additional information (“**Additional Information**”):

- 1) all information and records relevant to the funds sent by Altmore Mortgage Investment Corporation (“**AMIC**”) and received by Kyle and Associates on November 1, 2016 in the amount of \$20, 676.00,

- 2) all information and records relevant to the funds sent by Kyle and Associates to Independent Mortgage Advisors Inc. ("IMAI") on August 5, 2020 in the amount of \$40, 714, and
- 3) all information and records relevant to the transfer of the property municipally known as **unit 9-81 Valridge Drive, Ancaster, ON** from Ian McSevney to 12195585 Canada Inc. on August 4, 2020.

Failure to comply with our previous request and the requested Additional Information by **December 22, 2021** will result in the Trustee attending Court to seek the Court's assistance with compelling compliance.

We trust that the foregoing is satisfactory. Thank you for your attention to this matter.

Yours truly,



Monica Faheim
Associate
/

Encl.



TAB BB

Garrafa, Shallon

From: Stoica, Alina
Sent: Thursday, January 13, 2022 2:10 PM
To: wakyle@wakylelaw.com
Cc: Azeff, Gregory; Faheim, Monica; Garrafa, Shallon
Subject: Bankruptcy of Ian McSevney & Altmore Mortgage Corporation [MTDMS-Legal.FID7105120]
Attachments: 59498150_1_Letter to W. Kyle (2022-01-13) .PDF

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

millerthomson.com



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)



January 13, 2022

Delivered via Email

William Alexander Kyle
Unit 16-760 Pacific Road
Oakville, L6L 6M5

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

File No: 0261073.0001

Dear Sir:

**RE: Bankruptcy and Receivership of Ian Ross McSevney and Altmore Mortgage Investment Corporation /
Sale of 81 Valridge Drive, Unit 9 /
Examination of William Alexander Kyle on Thursday January 20, 2022**

As you are aware, 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**”) purports to have 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, and that you acted for the Company on both transactions.

In accordance with the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), all of the Bankrupts’ property has vested in the Trustee. In addition, pursuant to paragraphs 5 and 6 of the Receivership Order, you are required to advise the Receiver of any of the Bankrupts’ property and any records or information thereon in your possession or control, and deliver it to the Receiver on request.

We have on multiple occasions demanded that you immediately notify us of, and deliver to us, any property of the Bankrupts and any information thereon in your possession or control. To date you have refused to comply with your obligations under the BIA or the Receivership Order.

We reiterate our demand that you immediately deliver any documents or records in your possession or control relating to the business or affairs of the Bankrupts (collectively, the “**Records**”), including, in particular, with respect to (i) the Company’s purchase of the Property, and (ii) the Company’s recent sale of the Property. In particular, please provide copies of the relevant agreements of purchase and sale as

well as proof of payment and any ancillary documents such as trust agreements and directions regarding funds.

We require that you deliver the Records by no later than Monday January 17, 2022, failing which we will seek urgent assistance from the Court to compel your cooperation and remedy your flagrant and continuing disregard for your legal obligations.

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.

Finally, pursuant to Section 163(1) of the BIA, we enclose herein a Notice of Examination. The examination will be conducted commencing at 10:00 am on Thursday January 20, 2022 *via* zoom (web link to follow). We will pursue all of our rights and remedies against you 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', written over a light blue circular stamp.

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

Canada



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

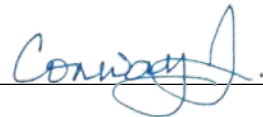
22. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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: WILLIAM ALEXANDER KYLE

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

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+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 Thursday, January 20, 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 the Articles of Incorporation, Minute Book, share registry, share certificates and shareholders agreement of Altmort Mortgage Investment Corporation (“**Altmort**”) and its affiliates and subsidiaries;
 - (b) Copies of any agreements between Altmort and/or Ian Ross McSevney (“**McSevney**”) (together, the “**Bankrupts**”) and any third parties;

- (c) Copies of all investment agreements and other documents related to third-party investments in Altmore;
- (d) Copies of any agreements and other documents related to any mortgages, syndicated mortgages, loans or other credit facilities in which Altmore held an interest;
- (e) Copies of any statements of claim, application records, motion records, judgments, orders or other court documents in respect of any proceeding in which one or both of the Bankrupts is a party;
- (f) Copies of any minutes of settlement, settlement agreements, releases or similar documents to which one or both of the Bankrupts is a party;
- (g) Copies of all loan agreements, guarantees, mortgages and security agreements to which one or both of the Bankrupts is a party;
- (h) 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 “**1219**”) of the Property from Ian McSevney on August 4, 2020;
 - (ii) the sale by 1219 to Nathan and Vera Andrews for a purchase price of \$700,000 on December 20, 2021;
 - (iii) any lease or rental agreements between 1219 and Mr. McSevney; and
 - (iv) all loan agreements, mortgages and security agreements related to the Property including the charges granted by 1219 in favour of Barbalat Medicine Professional Corporation and Vitaly Medvedovsky.
- (i) Copies of all communications, agreements, directions and other documents related to any funds received from either of the Bankrupts;

- (j) Copies of all letters, emails, and other communications related to the business or affairs of either of the Bankrupts between you and any third party.

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: **WILLIAM ALEXANDER KYLE**
Unit 16-760 Pacific Road
Oakville
L6L 6M5

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

TAB CC

Garrafa, Shallon

From: Faheim, Monica
Sent: Wednesday, January 19, 2022 7:58 PM
To: wakyle@wakylelaw.com
Cc: Azeff, Gregory; Garrafa, Shallon; 'Crawley, Peter'
Subject: RE: Bankruptcy of Ian McSevney & Altmore Mortgage Corporation [MTDMS-Legal.FID7105120]
Attachments: 59626736v3 - Brief of Documents - William Alex Kyle - (REDACTED).PDF

Mr. Kyle,

Further to the e-mail below (which enclosed the Notice of Examination) and in connection with your examination pursuant to section 163 of the *Bankruptcy and Insolvency Act* in the above-noted matter: please see attached Brief of Documents, which will be used at your examination. As a reminder, and as set out in the Notice of Examination, your examination is scheduled for tomorrow via Zoom videoconference at 10:00AM EST.

Please be advised that the Zoom invitation was sent to this e-mail address: wakyle@wakylelaw.com.

Please let me know if you are unable to access the Zoom invitation and I will provide it promptly via email.

Thank you,
Monica

From: Stoica, Alina <astoica@millerthomson.com>
Sent: Thursday, January 13, 2022 2:10 PM
To: wakyle@wakylelaw.com
Cc: Azeff, Gregory <gazeff@millerthomson.com>; Faheim, Monica <mfaheim@millerthomson.com>; Garrafa, Shallon <sgarrafa@millerthomson.com>
Subject: Bankruptcy of Ian McSevney & Altmore 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

Court File No.: 32-2783327
Estate File No.: 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 WILLIAM ALEXANDER KYLE 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
Transactions of Altmore MIC	
A	Outgoing Wire Payments to Kyle & Associates: <ol style="list-style-type: none"> 1. \$3,558.55 dated August 23, 2016 2. \$7,066.45 dated August 24, 2016 3. \$90,000 dated August 25, 2016
B	Outgoing Wire Payment to Kyle & Associates: \$20,676.56 dated November 1, 2016
C	Outgoing Wire Payment to Kyle & Associates: \$40,000 dated December 15, 2016
D	Outgoing Wire Payment to Kyle & Associates: \$12,000 dated August 9, 2017
E	Outgoing Wire Payments to Kyle & Associates: <ol style="list-style-type: none"> 1. \$99,999.00 dated October 10, 2017 2. \$25,001.00 dated October 11, 2017
F	Deposit – Cheque from Kyle & Associates of \$125,000 on October 17, 2017
G	Outgoing Wire Payment to Kyle & Associates: \$14,500 dated May 15, 2018
H	Outgoing Wire Payment to Kyle & Associates: \$31,000 dated August 31, 2018
Transactions of Independent Mortgage Advisors Inc.	
I	Incoming Wire Payment from Kyle & Associates: \$40, 714.17 dated August 5, 2020
Real Estate Searches	
J	Parcel Register for 9-81 Valridge Dr., Ancaster (PIN 18323-0015)
K	Parcel Register for 148 Blair Lane, Ancaster (PIN 17422-0177)
L	Parcel Register for 17-81 Valridge Dr., Ancaster (PIN 183230007)

Corporate Searches	
M	Corporate Profile Report for 9584285 Canada Inc.
N	Federal Corporate Profile Report for 12195585 Canada Inc.

TAB A

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Value Plan Deposit Account # 3319 1998-643				(continued)
Aug 19	Outgoing Wire Payment, CA, [REDACTED]	9,100.50		31,151.51
Aug 22	INTERAC e-Transfer Received		3,000.00	34,151.51
Aug 23	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	3,558.55		30,592.96
Aug 24	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	7,066.45		23,526.51
Aug 24	INTERAC e-Transfer Received		3,000.00	26,526.51
Aug 25	Transfer, 3319-3992-667		70,000.00	96,526.51
Aug 25	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	90,000.00		6,526.51
Aug 30	Transfer, 3319-3992-667 3587	5,520.00		1,006.51
Aug 31	Plan Fee	9.50		997.01
Aug 31	Closing totals	158,906.99	140,900.00	

Number of items processed 14..... 6

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Registration numbers

GST - R100390095 QST - 1000042494

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

TAB B

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 November 30, 2016

Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Nov 30, 2016
Business Account # 3319 1998-643	295.19	79,204.95	83,071.56	4,161.80

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3319 1998-643				
	 Business name: ALTMORE MORTGAGE INVESTMENT CORPORATION			
Nov 01	Opening balance			295.19
Nov 01	Pre-Authorized Payment, BC LEASE PMT MSP/DIV	273.18		22.01
Nov 01	Transfer, 3319-3989-839 3587		2,500.00	2,522.01
Nov 01	Outgoing Wire Payment, [REDACTED]	1,864.76		657.25
Nov 01	Outgoing Wire Payment, [REDACTED]	384.45		272.80
Nov 01	Transfer, 3319-3992-667 2919		20,676.56	20,949.36
Nov 01	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	20,676.56		272.80
Nov 21	Incoming Wire Payment, CA, [REDACTED]		49,920.00	50,192.80
Nov 22	Incoming Wire Payment, CA, [REDACTED]		9,975.00	60,167.80
Nov 25	Outgoing Wire Payment, CA, [REDACTED]	7,000.00		53,167.80
Nov 28	Outgoing Wire Payment, CA, [REDACTED]	5,000.00		48,167.80
Nov 28	INTERAC e-Transfer Sent	4,000.00		44,167.80

continued



TAB C

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 December 30, 2016

Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Dec 30, 2016
Business Account # 3319 1998-643	4,161.80	104,373.94	1,804,919.65	1,704,707.51

Don't become a target this holiday season. Only shop on secure websites, keep tab of your purchases using your mobile banking app and download Trusteer's Rapport software onto your computer. For more security tips, visit bmo.com/security.

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3319 1998-643				
	Business name: ALTMORE MORTGAGE INVESTMENT CORPORATION			
Dec 01	Opening balance			4,161.80
Dec 01	Pre-Authorized Payment, BC LEASE PMT MSP/DIV	273.18		3,888.62
Dec 01	Outgoing Wire Payment, CA, [REDACTED]	1,802.67		2,085.95
Dec 01	Outgoing Wire Payment, CA, [REDACTED]	372.53		1,713.42
Dec 05	Incoming Wire Payment, CA, [REDACTED]		9,975.00	11,688.42
Dec 05	Outgoing Wire Payment, CA, [REDACTED]	402.60		11,285.82
Dec 05	Outgoing Wire Payment, CA, [REDACTED]	9,042.00		2,243.82
Dec 05	Incoming Wire Payment, CA, [REDACTED]		499,894.00	502,137.82
Dec 06	INTERAC e-Transfer Sent	2,000.00		500,137.82
Dec 09	Incoming Wire Payment, CA, [REDACTED]		949,894.00	1,450,031.82
Dec 14	Transfer, 3319-3992-667 3587	3,000.00		1,447,031.82
Dec 15	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	40,000.00		1,407,031.82

continued



TAB D

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3319 1998-643				(continued)
Aug 04	Transfer, 3319-8983-428 3587	500.00		167.55
Aug 04	Transfer, 3319-3989-839 3587		3,320.80	3,488.35
Aug 08	INTERAC e-Transfer Sent	3,320.80		167.55
Aug 08	Transfer, 3319-3992-667 3587		10,000.00	10,167.55
Aug 08	INTERAC e-Transfer Received		2,000.00	12,167.55
Aug 09	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	12,000.00		167.55
Aug 14	Transfer, 3319-3992-667		50,000.00	50,167.55
Aug 14	Outgoing Wire Payment, CA, [REDACTED]	50,015.00		152.55
Aug 31	Plan Fee	6.00		146.55
Aug 31	Closing totals	108,771.01	105,320.80	

Number of items processed 12..... 7

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Registration numbers

GST - R100390095 QST - 1000042494

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

TAB E

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3319 1998-643				(continued)
Oct 10	Transfer, 3319-8985-220 3587		2,700.00	125,044.54
Oct 10	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	99,999.00		25,045.54
Oct 11	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	25,001.00		44.54
Oct 16	Transfer, 3319-8985-220 3587		100.00	144.54
Oct 16	INTERAC e-Transfer Sent	100.00		44.54
Oct 17	Deposit		125,000.00	125,044.54
Oct 17	Outgoing Wire Payment, CA, [REDACTED]	30,000.00		95,044.54
Oct 25	Incoming Wire Payment, CA, [REDACTED]		25,000.00	120,044.54
Oct 30	Transfer, 3319-8983-428 3587	3,000.00		117,044.54
Oct 31	Deposit Contents fee, CHQ 1 @ \$0.20	0.20		117,044.34
Oct 31	Plan Fee	6.00		117,038.34
Oct 31	Closing totals	243,261.47	203,300.00	

Number of items processed 15..... 6

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Registration numbers

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

TAB F

Cheque Item Image

User: Miroulla Kypr

Request #: -1
 Transit - FI #: 30742-002
 Sequence #: 1313587405
 Date: 10/17/2017

Request Desc:
 Account #: 0114715
 Amount: \$125,000.00 CAD

SCOTIA BANK
 SACCHETTI
 OCT 16 2017

**KYLE & ASSOCIATES
 BARRISTERS & SOLICITORS**
 3RD FLOOR
 416 NORTH SERVICE RD E
 OAKVILLE, ONTARIO, L6H5R2

000765

DATE 2017-10-16
 Y Y Y Y M M D D

PAY TO THE ORDER OF Altmore Investment Corporation \$125,000.00

Twenty Five Thousand DOLLARS

THE BANK OF NOVA SCOTIA
 www.scotiabank.com 1-800-4-SCOTIA
 207 LAKESHORE ROAD E. AT GEORGE
 OAKVILLE, ONTARIO L6J 1H7

30742

**CERTIFIED CHEQUE
 DO NOT DESTROY**

Trust Account
 Barristers & Solicitors

PER [Signature]

RE _____

⑈000765⑈ ⑆30742⑈002⑆ 01147⑈15⑈

17OCT2017
 001 33192
 703145260170
 33192-19986

Printer ID# 1021

Endorsement - Signature or Stamp

**CERTIFIED CHEQUE
 DO NOT DESTROY**

**CERTIFIED CHEQUE
 DO NOT DESTROY**

BACKVERSO

**CERTIFIED CHEQUE
 DO NOT DESTROY**

- BOFD
 Account: 33192-001
 Date: 2017-10-17
 ISN: 1313587405
- Direct Clearer
 Transit: 00720-001
 Date: 2017-10-17
 ISN: 1313587405

Print

Close

TAB G

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3319 1998-643				(continued)
May 07	Outgoing Wire Payment, CA, GAVIN MCFARLAND	1,000.00		31.31
May 08	Transfer, 3319-3992-667 3587		5,260.27	5,291.58
May 08	Outgoing Wire Payment, CA, ██████████	5,270.27		21.31
May 08	Incoming Wire Payment, CA, ██████████		69,920.00	69,941.31
May 08	Outgoing Wire Payment, CA, ██████████ MATTA	22,155.92		47,785.39
May 08	Outgoing Wire Payment, CA, ██████████	1,667.41		46,117.98
May 08	INTERAC e-Transfer Sent	8,000.00		38,117.98
May 08	Transfer, 3319-3992-667 3587	5,260.27		32,857.71
May 14	Outgoing Wire Payment, CA, ██████████	3,072.80		29,784.91
May 15	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	14,500.00		15,284.91
May 22	INTERAC e-Transfer Received		100.00	15,384.91
May 23	Incoming Wire Payment, CA, ██████████		12,537.28	27,922.19
May 23	Deposit at, BR. 2496		15,000.00	42,922.19
May 23	Incoming Wire Payment, CA, ██████████		27,536.96	70,459.15
May 28	Outgoing Wire Payment, CA, ██████████	8,000.00		62,459.15
May 31	Deposit Contents fee, CHQ 1 @ \$0.20	0.20		62,458.95
May 31	Plan Fee	6.00		62,452.95
May 31	Closing totals	83,050.87	130,954.51	

Number of items processed 18..... 8

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Registration numbers

GST - R100390095 QST - 1000042494

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

TAB H

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3319 1998-643				(continued)
Aug 02	Transfer, 3319-3992-667	22,000.00		16,362.09
Aug 03	Transfer, 3319-3992-667 3587	10,000.00		6,362.09
Aug 07	INTERAC e-Transfer Sent	1,000.00		5,362.09
Aug 08	INTERAC e-Transfer Sent	1,950.00		3,412.09
Aug 14	INTERAC e-Transfer Received		100.00	3,512.09
Aug 15	Outgoing Wire Payment, CA, [REDACTED]	2,103.60		1,408.49
Aug 16	Transfer, 3319-1004-776 3587	280.00		1,128.49
Aug 16	Transfer, 3319-3992-667 3587		2,600.00	3,728.49
Aug 16	Transfer, 3319-1996-816 3587		100.00	3,828.49
Aug 16	INTERAC e-Transfer Sent	3,818.40		10.09
Aug 29	Transfer, 3319-3992-667 3587		4,725.00	4,735.09
Aug 29	Outgoing Wire Payment, CA, [REDACTED]	4,724.00		11.09
Aug 30	Deposit		30,000.00	30,011.09
Aug 30	Transfer, 3319-3989-839 3587		1,000.00	31,011.09
Aug 31	Outgoing Wire Payment, CA, KYLE AND ASSOCIATES	31,000.00		11.09
Aug 31	Deposit Contents fee, CHQ 2 @ \$0.20	0.40		10.69
Aug 31	Plan Fee	6.00		4.69
Aug 31	Closing totals	122,503.28	58,525.00	

Number of items processed 19..... 7

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Registration numbers

GST - R100390095 QST - 1000042494

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

TAB I

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3319 1004-776				(continued)
Aug 04	Debit Card Purchase, TIM HORTONS #76	3.86		6,447.29
Aug 04	Debit Card Purchase, MCDONALD'S #722	5.19		6,442.10
Aug 04	Mobile Cheque Deposit		2,000.00	8,442.10
Aug 04	Error Correction, MOBILE CHEQUE DEPOSIT	2,000.00		6,442.10
Aug 04	Debit Card Purchase, FAST EDDIE'S	9.57		6,432.53
Aug 04	Debit Card Purchase, WAL-MART #3127	11.42		6,421.11
Aug 04	Debit Card Purchase, WAL-MART #3127	8.99		6,412.12
Aug 04	Debit Card Purchase, TIM HORTONS #76	3.92		6,408.20
Aug 04	INTERAC e-Transfer Sent	455.00		5,953.20
Aug 04	Debit Card Purchase, MIKELS COFFEE	3.12		5,950.08
Aug 04	INTERAC e-Transfer Sent	100.00		5,850.08
Aug 04	Debit Card Purchase, FORTINOS (MAIN	124.16		5,725.92
Aug 04	Debit Card Purchase, FORTINOS (MAIN	20.87		5,705.05
Aug 04	Debit Card Purchase, WAL-MART #3127	31.50		5,673.55
Aug 04	Transfer, 3319-1998-643 3587	1,546.25		4,127.30
Aug 04	Debit Card Purchase, MARY BROWNS 631	4.19		4,123.11
Aug 04	Debit Card Purchase, WAL-MART #3127	24.83		4,098.28
Aug 04	Debit Card Purchase, MCDONALD'S #405	2.25		4,096.03
Aug 04	Debit Card Purchase, TIM HORTONS #76	3.86		4,092.17
Aug 04	Online Bill Payment, START.CA	62.15		4,030.02
Aug 04	INTERAC e-Transfer Sent	25.00		4,005.02
Aug 04	Debit Card Purchase, LONGO'S ANCASTE	11.29		3,993.73
Aug 04	Debit Card Purchase, MCDONALD'S #405	10.50		3,983.23
Aug 04	Debit Card Purchase, DOLLAR TREE CAN	7.40		3,975.83
Aug 05	Debit Card Purchase, MCDONALD'S #405	2.25		3,973.58
Aug 05	Debit Card Purchase, TIM HORTONS #76	3.86		3,969.72
Aug 05	Debit Card Purchase, STARBUCKS #4901	5.03		3,964.69
Aug 05	Incoming Wire Payment, CA, KYLE ASSOCIATES		40,714.17	44,678.86
Aug 05	Outgoing Wire Payment, CA, MR. VICTOR WARD	30,878.01		13,800.85
Aug 05	Debit Card Purchase, WENDY'S	3.03		13,797.82
Aug 05	Debit Card Purchase, SHOPPERS DRUG M	5.05		13,792.77
Aug 06	Direct Deposit, RMA-COMMISSION PAY/PAY		2,525.00	16,317.77
Aug 06	Debit Card Purchase, TIM HORTONS #76	5.90		16,311.87
Aug 06	Debit Card Purchase, STARBUCKS #1572	5.03		16,306.84
Aug 06	Debit Card Purchase, DELIRIOUS BURGE	15.54		16,291.30
Aug 06	Debit Card Purchase, ESSO CIRCLE K	48.27		16,243.03
Aug 06	Debit Card Purchase, M&M FOOD MARKET	35.85		16,207.18
Aug 07	Debit Card Purchase, TIM HORTONS #76	3.86		16,203.32
Aug 07	Debit Card Purchase, LONGO'S ANCASTE	11.29		16,192.03
Aug 07	Debit Card Purchase, TIM HORTONS #00	2.30		16,189.73
Aug 07	Debit Card Purchase, WAL-MART #3127	98.25		16,091.48

continued

TAB J

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
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2001/07/10 **						
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 REMARKS: PART 1 ON 62R-13618		JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
LT420921	1996/09/25	TRANSFER EASEMENT REMARKS: PART 1 ON 62R-13618		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 REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93,94. SECONDLY LANDS/ DELETED BY WE592334 (ON 2013/12/02 CH)		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	
LT557187	1999/06/22	NO SUB AGREEMENT REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93 AND 94. SECONDLY LANDS		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
LT559677	1999/07/05	TRANSFER REMARKS: PLANNING ACT STATEMENT		*** 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.

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

TAB K

LAND
REGISTRY
OFFICE #62

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 *

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>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/03/25 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/03/25**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/03/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1996/03/25 **</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 ***		

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
					TJENG, INDRAWATI TJENG, GIAM	
		REMARKS: VM84227				
WE57884	2001/09/27	CERT TAX ARREARS		*** COMPLETELY DELETED *** CITY OF HAMILTON		
WE63116	2001/10/30	DECLARATION		*** COMPLETELY DELETED *** CITY OF HAMILTON		
		REMARKS: WE57884				
WE98716	2002/06/06	APL OF SURV-CHRG		*** COMPLETELY DELETED *** TJENG, GIAM - DECEASED	TJENG, INDRAWATI	
		REMARKS: VM84227				
WE119308	2002/09/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATE KATZ HOLDINGS LTD.		
		REMARKS: RE: VM84226				
WE119309	2002/09/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** TJENG, INDRAWATI		
		REMARKS: RE: VM84227				
WE119310	2002/09/13	APL (GENERAL)		*** COMPLETELY DELETED *** CATLIN, KATHRYN SUZANNE		
		REMARKS: DELETING S/T EXECUTIONS 91-02923 & 92-00843 IF ENFORCEABLE				
WE126064	2002/10/23	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	CITY OF HAMILTON	
		REMARKS: RE: WE57884				
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		
		REMARKS: RE: WE156978				

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	MCSEVNEY, ELAINE KAREN	
				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		
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	ELLE MORTGAGE CORPORATION	
				REMARKS: WE737231.		
WE1366965	2019/07/12	CHARGE		*** COMPLETELY DELETED *** 9584285 CANADA INC.	URQUHART, JOHN LUKOVSKIS, INDRA	

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
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.				

TAB L

LAND
REGISTRY
OFFICE #62

18323-0007 (LT)

PAGE 1 OF 4
PREPARED FOR PATRICIA01
ON 2021/05/19 AT 16:12:01

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

PROPERTY DESCRIPTION: UNIT 7, 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
MCSEVNEY, IAN
WARD-MCSEVNEY, CHRISTIE

CAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2001/07/10 **						
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 REMARKS: PART 1 ON 62R-13618		JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
LT420921	1996/09/25	TRANSFER EASEMENT REMARKS: PART 1 ON 62R-13618		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 REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93,94. SECONDLY LANDS/ DELETED BY WE592334 (ON 2013/12/02 CH)		*** DELETED AGAINST THIS PROPERTY *** JERSEYVILLE FARMS LIMITED	THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	
LT557187	1999/06/22	NO SUB AGREEMENT REMARKS: RE: LOTS 1 TO 86: BLOCKS 87,88,89,93 AND 94. SECONDLY LANDS		JERSEYVILLE FARMS LIMITED	THE CORPORATION OF THE TOWN OF ANCASTER	C
LT559677	1999/07/05	TRANSFER REMARKS: PLANNING ACT STATEMENT		*** 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
WE50901	2001/08/15	TRANSFER		*** COMPLETELY DELETED *** STARWARD HOMES LIMITED	SMIBERT, BARBARA	
WE50958	2001/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** FRACARSAN CORPORATION GLENRIO FINANCING LIMITED		
		REMARKS: RE: LT559678				

LAND
REGISTRY
OFFICE #62

18323-0007 (LT)

PREPARED FOR PATRICIA01
ON 2021/05/19 AT 16:12:01

* 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
WE50963	2001/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: RE: LT579153					
WE99654	2002/06/13	CHARGE		*** COMPLETELY DELETED *** SMIBERT, BARBARA	CANADIAN IMPERIAL BANK OF COMMERCE	
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
WE347690	2005/10/27	CHARGE		*** COMPLETELY DELETED *** SMIBERT, BARBARA	CANADIAN IMPERIAL BANK OF COMMERCE	
WE347691	2005/10/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: RE: WE99654					
WE380168	2006/03/27	CHARGE		*** COMPLETELY DELETED *** SMIBERT, BARBARA	THE TORONTO-DOMINION BANK	
WE381571	2006/03/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: RE: WE347690					
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					
WE1176623	2017/01/04	NOTICE	\$2	WENTWORTH STANDARD CONDOMINIUM CORPORATION NO. 339		C
WE1208937	2017/05/30	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
WE1276178	2018/03/29	TRANSFER	\$429,900	SMIBERT, BARBARA	MCSEVNEY, IAN	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.

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REGISTRY
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18323-0007 (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
WE1276179	2018/03/29	CHARGE	\$429,900	MCSEVNEY, IAN WARD-MCSEVNEY, CHRISTIE	WARD-MCSEVNEY, CHRISTIE TANGERINE BANK	C
WE1282679	2018/05/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: WE380168.				
WE1282762	2018/05/07	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
		REMARKS: WE1208937.				
WE1397808	2019/11/27	CONDO LIEN/98		*** COMPLETELY DELETED *** WENTWORTH CONDOMINIUM CORPORATION NO. 323		
WE1444125	2020/07/27	DIS CONDO LIEN		*** COMPLETELY DELETED *** WENTWORTH CONDOMINIUM CORPORATION NO. 323		
		REMARKS: WE1397808.				

TAB M



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→ [Search for a Federal Corporation](#)

Federal Corporation Information - 958428-5

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

i 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

958428-5

Business Number (BN)

788761526RC0001

Corporate Name

9584285 CANADA INC.

Status

Dissolved for non-compliance (s. 212) on 2018-11-17

Governing Legislation

Canada Business Corporations Act - 2016-01-14

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

[PDF Readers](#)

Registered Office Address

148 Blair Lane
Ancster ON L9G 1B7

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

Ian McSevney
148 Blair Lane
Ancaster ON L9G 1B7
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)

01-14

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

01-14 to 03-14

Type of Corporation

Not available

Status of Annual Filings

2018 - Overdue

2017 - Overdue

Corporate History**Corporate Name History**

2016-01-14 to Present

9584285 CANADA INC.

Certificates and Filings**Certificate of Incorporation**

2016-01-14

Certificate of Dissolution

2018-11-17

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

2022-01-18

TAB N




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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](#)).

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Corporation Number

1219558-5

Business Number (BN)

724308077RC0001

Corporate Name

12195585 Canada Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2020-07-14

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[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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceeding commenced at TORONTO

**BRIEF OF DOCUMENTS OF THE TRUSTEE IN
BANKRUPTCY**

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Lawyers for BDO Canada LLP

TAB DD

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 20th 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 William Alexander Kyle.

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 William Alexander Kyle did not appear, nor did anyone on their behalf.

Dated at Toronto this the 20th day of January, 2022.



Robyn Arndt
Examiner

MONICA MATTA et al.
Applicants and

**ALTMORE MORTGAGE INVESTMENT
CORPORATION**
Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST
Proceeding commenced at TORONTO

ORDER

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Lawyers for the Receiver, BDO Canada Limited

TAB 3

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

THE HONOURABLE

)

TUESDAY THE 1ST

)

JUSTICE CONWAY

)

DAY OF FEBRUARY 2022

B E T W E E N :

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

THIS MOTION, made by BDO Canada Limited in its capacity as receiver (in such capacity, the “**Receiver**”) of Altmort Mortgage Investment Corporation, Altmort Capital Inc., Independent Mortgage Advisors Inc. and Ian Ross McSevney for an Order pursuant to section 248(3) of the *Business Corporations Act (Ontario)*, R.S.O 1990, c. B.16, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended, was heard this day by Zoom video conference.

ON READING third report of the Receiver dated January 26, 2022 (the “**Third Report**”) and on hearing the submissions of the lawyer(s) for the Receiver, no one in attendance for any other person on the service list, although properly served as appears from the affidavit of service of Shallon Garrafa sworn January 26, 2022.

SERVICE

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

MCSEVNEY AND KYLE

2. THIS COURT ORDERS that Ian Ross McSevney (“**McSevney**”) and William Alexander Kyle (“**Kyle**”) are each declared to be in breach of the Receivership Order and are in contempt of this Court.

3. THIS COURT ORDERS that McSevney and Kyle are directed to deliver to the Receiver copies of all Records (as defined in the Receivership Order) in their possession or control by no later than 5:00 pm EST on February 4, 2022.

4. THIS COURT ORDERS that the Receiver is hereby authorized to attend at and enter the business premises of Kyle & Associates located at Unit 16-760 Pacific Road, Oakville, Ontario, and to take such steps as are necessary or advisable for the purpose of locating, identifying and securing the Records, at Kyle’s expense.

5. THIS COURT ORDERS that all Persons (as defined in the Receivership Order) are hereby directed to provide assistance to the Receiver in exercising its authority pursuant to section 4 above.

EXAMINATIONS

6. THIS COURT ORDERS that McSevney and Kyle are hereby directed to attend an examination by the Receiver pursuant to the Receivership Order by no later than Friday February 11, 2022.

7. THIS COURT ORDERS that the Receiver is hereby authorized to conduct such examinations jointly with any examinations conducted by the Trustee pursuant to section 163(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), and the transcripts may be used and admitted in both the Receivership Proceeding and the Bankruptcy Proceedings (as defined in the Third Report).

UNIT 17 PROPERTY

8. THIS COURT ORDERS that the Receiver is entitled to vacant possession of Unit 17 – 81 Valdridge Drive, Ancaster, Ontario (the “**Unit 17 Property**”) effective February 2, 2022, and the Receiver is authorized to change the locks on the Unit 17 Property and take such other steps as are necessary or advisable to secure the Unit 17 Property.

9. THIS COURT ORDERS that the Receiver is hereby authorized to market and sell the Unit 17 Property, and the Receiver shall hold the net proceeds of sale in trust pending further Order of the Court.

COSTS OF MOTION

10. THIS COURT ORDERS that the Receiver shall have its costs of this motion as against McSevney and Kyle.

MONICA MATTA et al.
Applicants and

**ALTMORE MORTGAGE INVESTMENT
CORPORATION**
Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST
Proceeding commenced at TORONTO

ORDER

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Lawyers for the Receiver, BDO Canada Limited

**MONICA MATTA and MARK
AMELLO**
Applicants

and

**ALTMORE MORTGAGE INVESTMENT
CORP**
Respondent

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

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

Proceedings commenced at Toronto

MOTION RECORD

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