

Court File No. CV-24-00721560-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

**EQUITABLE BANK**

Applicant

and

**EQUITYLINE SPV LIMITED PARTNERSHIP**

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED AND SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 1990, C.43, AS AMENDED**

**RESPONDING APPLICATION RECORD**

July 16, 2024

**FRIEDMANS LLP**  
150 Ferrand Drive, Suite 800  
Toronto, ON M3C 3E5

**Judy Hamilton (LSO No. 39475S)**

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*Lawyers for the Applicant*

Court File No. CV-24-00721560-00CL

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**SERVICE LIST**

(current as of July 16, 2024)

<b>TO:</b>	<p><b>AIRD &amp; BERLIS LLP</b>  Brookfield Place  181 Bay Street, Suite  1800 Toronto, ON M5J  2T9</p> <p><b>Robb English</b>  Tel: (416) 865-4748  Email: <a href="mailto:renghish@airdberlis.com">renghish@airdberlis.com</a></p> <p><b>Miranda Spence</b>  Tel: (416) 865-3414  Email: <a href="mailto:mspence@airdberlis.com">mspence@airdberlis.com</a></p> <p><i>Lawyers for the Applicant, Equitable Bank</i></p>
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<b>TO:</b>	<p><b>FRIEDMANS LLP</b> 150 Ferrand Drive, Suite 800 Toronto, ON M3C 3E5</p> <p><b>Judy Hamilton (LSO No. 39475S)</b></p> <p>Tel: (416) 649-4462 Fax: (416) 497-3809 Email: <a href="mailto:jh@friedmans.ca">jh@friedmans.ca</a></p> <p><i>Lawyers for the Respondent</i></p>
<b>AND TO:</b>	<p><b>DLA PIPER (CANADA) LLP</b> 6000-100 King Street West Toronto, ON M5X 1E2</p> <p><b>Bruce Darlington</b> Tel: (416) 365-3529 Email: <a href="mailto:bruce.darlington@dlapiper.com">bruce.darlington@dlapiper.com</a></p> <p><b>Tudor Carsten</b> Tel: (416) 365-3505 Email: <a href="mailto:tudor.carsten@dlapiper.com">tudor.carsten@dlapiper.com</a></p> <p><i>Lawyers for Computershare Trust Company of Canada</i></p>
<b>AND TO:</b>	<p><b>KSV RESTRUCTURING INC.</b> 220 Bay Street, 13th Floor Toronto, ON M5J 2W4</p> <p><b>Mitch Vininsky</b> Tel: (416) 932-6013 Email: <a href="mailto:mvininsky@ksvadvisory.com">mvininsky@ksvadvisory.com</a></p> <p><b>Noah Goldstein</b> Tel: (416) 932-6207 Email: <a href="mailto:ngoldstein@ksvadvisory.com">ngoldstein@ksvadvisory.com</a> <i>Proposed Receiver</i></p>

<b>AND TO:</b>	<b>THORNTON GROUT FINNIGAN LLP</b> Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7
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	<b>Rebecca Kennedy</b> Tel: (416) 304-0603 Email: <a href="mailto:rkennedy@tgf.ca">rkennedy@tgf.ca</a>
--	--

	<i>Lawyer for KSV Restructuring Inc.</i>
--	--

**EMAIL SERVICE LIST**

[renlish@airdberlis.com](mailto:renlish@airdberlis.com); [mspence@airdberlis.com](mailto:mspence@airdberlis.com); [jh@friedmans.ca](mailto:jh@friedmans.ca);

[bruce.darlington@dlapiper.com](mailto:bruce.darlington@dlapiper.com); [tudor.carsten@dlapiper.com](mailto:tudor.carsten@dlapiper.com);

[mvininsky@ksvadvisory.com](mailto:mvininsky@ksvadvisory.com); [ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com); [rkennedy@tgf.ca](mailto:rkennedy@tgf.ca);

Court File No. CV-24-00721560-00CL

**ONTARIO  
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**TAB 1**

Court File No. CV-24-00721560-00CL

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**AFFIDAVIT OF SERGIY SHCHAVYELYEV**

I, Sergiy Shchavyelyev, of the City of Richmond Hill, in the Regional Municipality of York, AFFIRM:

1. I am President and CEO of the Respondent, Equityline SPV Limited Partnership ("**Equityline SPV**"). I am also president and CEO of Equityline Mortgage Investment Corporation ("**Equityline MIC**").
2. I make this affidavit in response to the Applicant's application to appoint KSV Advisory as Receiver over Equityline SPV (the "**Application**").



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3. I have read the affidavit of Brendan Smith sworn May 31, 2024 and respond as follows.

4. I note that as of the date of Mr. Smith's affidavit sworn May 31, 2024, he was well aware that the total amount owed to Equitable was significantly less than \$13,617,097.50. Attached as **Exhibit "A"** to this affidavit is an email from Brendan Smith dated June 6, 2024 confirming that the amounts owing for Principal and Interest under the credit line was \$10,310,037.26 as of that date.

5. The principal and interest amount owing to Equitable under the credit facility had been significantly reduced by Equityline SPV from 2022 when \$25,000,000 was owing on the credit line. At the time, the credit line had been extended to \$55,000,000.

6. Equityline SPV reduced the balance owed on the credit line from \$25,000,000 to \$10,000,000 from the proceeds received when mortgages matured and were repaid and by exercising its enforcement rights under mortgages which had defaulted. I am confident given our enforcement progress to date that if Equityline SPV is permitted to continue its enforcement efforts it will be able to repay the remaining \$10,000,000 within the next 120 days (assuming the consent interim standstill order is lifted for this purpose).

7. Each of the mortgages in the Equityline SPV mortgage portfolio passed the underwriting criterion approved by Equitable and is title insured.

8. Equityline SPV is a bridge lender, lending interest only loans to individual residential homeowners on a short-term basis. The loan term is a maximum of 12 months and interest is at a variable rate. Pursuant to Equityline SPV's credit arrangement with

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Equitable, Equityline SPV pays interest of prime plus 1.5% on monies borrowed from the credit facility. Equityline SPV loans to individual homeowners carry interest at prime plus 4%.

9. Between March 2022 and July 2023, because the Bank of Canada increased interest rates ten times, the monthly burden on the Equityline SPV borrowers increased significantly (along with Equityline SPV's interest burden under the credit facility with Equitable).

10. As such the default rates on the mortgages in the Equityline SPV portfolio rose dramatically, which Equityline SPV did not fully anticipate.

11. In the regular course of Equityline SPV's business, a modest number of defaulting mortgages is to be expected. When the default rate rose sharply because of skyrocketing interest rates, Equityline SPV did not have sufficient capital to redeem all of the mortgages in default. Equityline SPV borrowed sufficient funds from a third party lender to cover the monthly interest payments due to Equitable. To date, loans extended by the third party lender to Equityline SPV total approximately \$2,800,000.

12. By maintaining the payments due under the credit line, and by working directly with homeowners and bringing enforcement proceedings, approximately \$15,000,000 of the credit facility was paid down by Equityline SPV since the beginning of 2023.

13. As Computershare was the legal title holder pursuant to the custodial arrangement, these proceedings were initiated in the name of Computershare although the beneficial

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owner of the mortgages is Equityline SPV. Enforcement counsel for Equityline SPV were Terry Walman (“**Walman**”) and Glen Cohen (“**Cohen**”).

14. On March 6, 2024, Computershare contacted Equityline about an enforcement proceeding Walman had commenced pursuant to a mortgage loan secured against a property municipally known as 22 Lord Roberts Drive in Toronto. Computershare was advised that there was an ongoing police investigation into the previous registrations against title including Notices of Security Interest (“**NOSIs**”) that had been registered on title prior to Equityline SPV’s loan.

15. Equityline SPV was not aware of the NOSIs when it advanced funds under its mortgage to the owners of 22 Lord Roberts Drive. The Equityline SPV loan is an equity loan advanced based on loan to value. Review of previously registered interests on title is not part of our underwriting process. Again, each mortgage is title insured.

16. When Computershare was advised by the mortgagor’s lawyer of the enforcement proceedings, Computershare contacted Equityline SPV and requested that it discontinue or stay the proceedings, which it did. Attached as **Exhibit “B”** is the notice of discontinuance.

17. Following the discontinuance, the mortgage registered against 22 Lord Roberts Drive was transferred by Computershare back to Equityline SPV, on the consent and with the authority of Computershare. Attached as **Exhibit “C”** are the email exchanges between Equityline SPV’s real estate lawyer, Igor Demitchev (“**Demitchev**”) and Computershare’s counsel regarding the allegations raised in proceeding as well as the

-5-

executed authorization to transfer the mortgage back to the beneficial owner, Equityline SPV.

18. Thereafter, Computershare resigned as custodian with respect to both portfolios.

19. Following Computershare's resignation, Equityline's intention and understanding was that, like 22 Roberts Drive, Computershare would transfer all of the registered mortgages in both Equityline portfolios back to Equityline in order to allow it to continue enforcement and pay down its debt to Equitable as soon as possible.

20. In order to complete the transfers back to Equityline SPV and Equityline MIC, Demitchev would forward the acknowledgement and direction to Computershare for review and signature. Attached as **Exhibit "D"** is a copy of an email from Demitchev dated May 10, 2024, providing the requisite acknowledgement and direction to transfer the legal title from Computershare to Equityline MIC on 4 loans, together with the executed acknowledgement and direction provided by Computershare.

21. The transfer process was initially relatively seamless and allowed refinancing or enforcement to continue.

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23. In or about the end of April 2024, KSV Advisory on behalf of Equitable contacted Equityline SPV seeking information regarding the mortgages in the Equityline SPV portfolio. Equityline SPV immediately provided all of the information that was requested and agreed to a stand-still arrangement whereby no further proceedings would continue or mortgages discharged without the prior consent of Computershare and of Equitable with respect to the Equityline SPV mortgages. I confirm that all these proceedings remain at a standstill and are stayed, including any counterclaims against Computershare, by way of consent order.

24. I acknowledge that there was an accounting error when three mortgages in the Equityline SPV were discharged without Equitable having been paid their interest in that mortgage. The total amount due to Equitable arising from the discharge of those mortgages is \$725,280.

25. The misallocation of sale proceeds was due to an error in our accounting department whereby mortgage funds were paid to Equityline MIC instead of Equityline SPV. I acknowledge that this amount is due and owing and that Equitable has priority over the entire portfolio of Equityline SPV until the entire credit facility is paid. Equityline SPV would like to pursue the most efficient, least expensive and expeditious process designed to get Equitable paid out as soon as possible.

26. Computershare would generally have alerted us that the mortgage being paid out was in the Equityline MIC or the Equityline SPV when signing the transfer. Attached as **Exhibit "E"** is an email dated June 7, 2024 from Computershare which alerted us that a

-7-

closing of a mortgage under the MIC was actually an SPV mortgage requiring Equitable's consent.

27. As of June 7, 2024, Equitable would no longer consent to the transfer of the mortgage from Computershare to Equityline SPV so that the mortgages could be realized upon.

28. In order to halt all proceedings, Computershare served notices of change in all Equityline SPV enforcement matters in Computershare's name appointing their current counsel Tudor Carsten ("**Carsten**") as counsel of record in place of Equityline's enforcement counsel Terry Walman ("**Walman**") and Glenn Cohen ("**Cohen**").

29. Thereafter as I am advised by Walman and believe, Carsten refused all requests from enforcement counsel to transfer legal title to Equityline SPV so the enforcement could continue. He advised Walman and Cohen that he would be discontinuing, terminating and setting aside the existing proceedings. This position led to a lot of confusion because many of the matters had already proceeded to judgment and Equityline SPV had obtained writs of possession.

30. Carsten has refused to advise Equityline SPV or Walman and Cohen what the status of the enforcement proceedings currently are, or whether Computershare has communicated with the defaulting borrowers.

31. In typical enforcement proceedings, there is a lot of communication between the defaulting borrowers and enforcement counsel in case of refinancing and redemption of the mortgage during the sale and enforcement process. At the moment, Equityline SPV

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does not know what is happening with the any of the Equityline SPV enforcement proceedings, which is prejudicial to Equityline SPV and its stakeholders.

32. For example, Computershare halted the enforcement proceedings with respect to 1096 William Street, London, Ontario, (the "**William Street Property**") which is an eight bedroom, five bathroom residence of over 5,000 square feet. The mortgagors had two mortgages with Equityline SPV, being a first mortgage for \$1,000,000 and a second in the amount of \$280,000. The property had been appraised on March 17, 2022 for \$1,600,000. Attached as **Exhibit "F"** is a copy of the appraisal of the William Street Property.

33. Cohen, on behalf of Equityline SPV, had obtained a judgment on the first mortgage on consent of the mortgagors and a writ of possession. The mortgagors still felt they could redeem, but if they didn't they also consented to a writ of possession so we could have vacant possession to sell the property. See attached as **Exhibit "G"** the Minutes of Settlement, Judgment and Writ of Possession in relation to the William Street Property.

34. The amount due from the mortgagors exceeds \$1,300,000 on the first and second mortgages.

35. I am advised by Cohen and believe that he offered complete transparency to Computershare of the enforcement process for the William Street Property. Carsten refused to consider moving forward cooperatively, stating reputational prejudice to Computershare despite the fact that allowing the writ to be enforced and the property sold would be to the mutual benefit of all of the parties, and in particular the applicant

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Equitable, who would have first priority to the net proceeds. At the same time, Computershare on behalf of Equitable refused to transfer the mortgage to Equityline SPV.

36. As a result of Computershare's refusal to allow the enforcement process to continue, the mortgagors still retain possession of the William Street Property and have made no further payments under the mortgages or the Judgment.

37. As part of the disclosure requests, a number of enforcement proceedings were sent to Computershare demonstrating that enforcement had already proceeded through to Judgment. Despite this, Computershare refused to allow enforcement to continue.

38. For example, in respect of the property municipally known as 216 Bay Street in Ottawa, Ontario, the statement of claim was issued against the debtors on December 16, 2022, the notice of sale issued on January 19, 2023, default judgment issued on March 13, 2023, and the writ of seizure and sale filed on March 13, 2023. These proceedings are now at a standstill. Attached as **Exhibit "H"** are copies of the enforcement proceedings with respect to 216 Bay Street in Ottawa.

39. Again, Cohen asked Carsten to agree to assign the mortgages to Equityline SPV so that it could continue said enforcement proceedings. Computershare refused to do so. Instead, I am advised and believe that after Computershare's counsel issued a notice of change of solicitor in each proceeding, he advised Cohen and Walman that his intention was to discontinue, terminate and even set aside judgments.

40. The refusal of Computershare to advise of the status of the enforcement proceedings or take any steps to assist in the continuation of them has also prejudiced



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mortgagors who are seeking to refinance. With respect to a property at 411-310 Mill Street South, Brampton, Walman had obtained a default judgment against the mortgagor and had filed a writ. The mortgagor wished to refinance his personal residence at 19 Fahey Drive, which was not the mortgaged property, but could not do so because of the writ. Walman wrote to Carsten to ask for assistance in allowing the refinancing to proceed, which would benefit Equitable, Equityline SPV and the debtor, but again Computershare refused to assist. Attached as **Exhibit "I"** is a copy of an email from Carsten to Walman dated June 12, 2024 with respect to 19 Fahey Drive requesting that Computershare cooperate with the orderly assignment of the judgment and the writ so recovery could be made expeditiously.

41. Attached as **Exhibit "J"** are a few more examples of mortgages where default judgment has already been granted but which Computershare has refused to advance towards collection or assign them to Equityline SPV.

42. I do acknowledge that two or three of the mortgagors have brought counterclaims against Computershare as the named plaintiff alleging fraudulent mortgage practices and/or unconscionability. However, as all of the mortgages carried title insurance, any claim that a mortgage instrument is invalid would be defended by the title insurer. Before Computershare resigned as custodian, the title insurer had begun investigating and defending the counterclaims which alleged that the mortgage instruments were invalid. However, we have no further updates on these matters now that Computershare has taken carriage.

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43. If the current enforcement actions are discontinued it would be disastrous for Equityline SPV as the enforcement procedures will need to start *de novo* and the enforcement fees and expenses incurred to date will be simply thrown away. This is not necessary as enforcement counsel were already well on the way to sufficient recovery of amounts owed to Equitable, and it is very easy to protect Equitable's priority.

44. In the circumstances, appointing a Receiver to repeat the enforcement process that had already been commenced by Equityline SPV's counsel will be duplicative and not practical. These are simple residential mortgages and the enforcement fees of counsel are low.

45. On the other hand, Equitable's legal fees as of June 6, 2024 were already well over \$200,000. The legal fees that will be incurred by Equitable, the Receiver and its counsel, and other costs such as third party agents and property managers, will likely extinguish the possibility of any other stakeholder receiving recovery, and perhaps even reduce Equitable's recovery. A court approval process for each residential mortgage is going to be unwieldy and it is unnecessary.

46. There are simple protections that could be put in place to hold all funds in escrow to the benefit of Equitable without additional and unnecessary expenses for what is a comparably modest amount owing under the credit facility. Equitable could have likely already been paid out by now had it consented to allow Computershare to transfer the mortgages to Equityline SPV (or another mutually agreed upon custodian) to continue enforcement.

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47. I have no issue with addressing the enforcement of defaulted mortgages in the Equityline SPV portfolio by way of a joint retainer of an experienced enforcement counsel who has Equityline’s irrevocable direction to pay Equitable first from the proceeds of each mortgage enforcement until the revolving credit line is completely paid. This would be the least expensive and most expeditious resolution of the issues between Equitable and Equityline.

**AFFIRMED** by Sergiy Shchavyelyev of the City of Richmond Hill, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on July 16, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

Commissioner for Taking Affidavits  
(or as may be)

**JUDY HAMILTON**

DocuSigned by:  
*Sergiy Shchavyelyev*  
398D1B86A5AE4ED...

**SERGIY SHCHAVYELYEV**

RCP-E 4D (February 1, 2021)

This is Exhibit “A” referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

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Commissioner for Taking Affidavits, etc.

Judy Hamilton

**From:** Brendan Smith <[bsmith@eqbank.ca](mailto:bsmith@eqbank.ca)>  
**Date:** June 6, 2024 at 4:14:47 PM EDT  
**To:** Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>  
**Cc:** Mary Moncada <[mary@equitylinemic.com](mailto:mary@equitylinemic.com)>, Timothy Rahardjo <[trahardjo@eqbank.ca](mailto:trahardjo@eqbank.ca)>, Mary Peplinski <[mpeplinski@eqbank.ca](mailto:mpeplinski@eqbank.ca)>  
**Subject:** RE: [EXTERNAL] Equityline balance

Hi Serge,

See below:

1. Total P&I owed as of Monday, June 10<sup>th</sup> = \$10,310,037.26
2. Total per diem interest owed to date = \$2,394.52
3. Total per diem standby fee owed to date = \$81.77
4. Total back-up servicing fees owed to date = \$19,328.36
5. Total legal costs incurred by EQB to date = \$200,000

Please let me know if you have any questions. Are you intending to pay us out by tomorrow/Monday?

Regards,

Brendan Smith | Specialized Finance  
Equitable Bank  
M: 647-505-9524

**From:** Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>  
**Sent:** Wednesday, June 5, 2024 11:05 PM  
**To:** Brendan Smith <[bsmith@eqbank.ca](mailto:bsmith@eqbank.ca)>  
**Cc:** Mary Moncada <[mary@equitylinemic.com](mailto:mary@equitylinemic.com)>; Timothy Rahardjo <[trahardjo@eqbank.ca](mailto:trahardjo@eqbank.ca)>; Mary Peplinski <[mpeplinski@eqbank.ca](mailto:mpeplinski@eqbank.ca)>  
**Subject:** Re: [EXTERNAL] Equityline balance

Thank you

I have received the court documentation for monday.

I need to know the balance, if you can maybe put a daily accrual on the current balance so i know what it will be if not friday than for monday...

Thank you in advance.

Thank You,  
Sergiy Shchavyelyev, CEO  
EquityLine Mortgage Investment Corporation.

[550 HWY 7](#) East, Suite 338  
Richmond Hill, ON, L4B 3Z4  
FSCO Mortgage Broker Licence Number: 12570FSCO Mortgage Admin Licence Number:  
13068Direct: 416-939-6376Office: 416-999-3993Fax: 416-999-3336Toll Free: 1-888-269-  
1988www.EquityLineMic.com

On Jun 5, 2024, at 10:05 PM, Brendan Smith <[bsmith@eqbank.ca](mailto:bsmith@eqbank.ca)> wrote:

Hi Serge,

I will get you the outstanding balance and accrued interest to date l tomorrow morning.

Brendan

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---

**From:** Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>  
**Sent:** Wednesday, June 5, 2024 8:41 PM  
**To:** Brendan Smith <[bsmith@eqbank.ca](mailto:bsmith@eqbank.ca)>  
**Cc:** Mary Moncada <[mary@equitylinemic.com](mailto:mary@equitylinemic.com)>  
**Subject:** [EXTERNAL] Equityline balance

Good evening Brendan

Can i please get a full outstanding balance including interest for this friday please.

Thank You,  
Sergiy Shchavyelyev, CEO  
EquityLine Mortgage Investment Corporation.  
[550 HWY 7](#) East, Suite 338  
Richmond Hill, ON, L4B 3Z4  
FSCO Mortgage Broker Licence Number: 12570FSCO Mortgage Admin Licence Number:  
13068Direct: 416-939-6376Office: 416-999-3993Fax: 416-999-3336Toll Free: 1-888-269-  
1988www.EquityLineMic.com

This is Exhibit “B” referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

---

Commissioner for Taking Affidavits, etc.

Judy Hamilton

COURT FILE NO.: CV-22-00691651-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

**COMPUTERSHARE TRUST COMPANY OF CANADA**

PLAINTIFF

- and -


**AUTON LYLE AND SHEILA WRIGHT**

DEFENDANTS

**NOTICE OF DISCONTINUANCE**

The Plaintiff wholly discontinues this action as against the Defendants, AUTON LYLE AND SHEILA WRIGHT.

April 2, 2024



---

TERRY M. WALMAN  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001  
FAX (416) 961-5329  
Email: [terry@terrywalman.com](mailto:terry@terrywalman.com)  
LSUC NO. 239313

FILE NO.: 22-10051 / ka



**COMPUTERSHARE TRUST COMPANY OF CANADA**

Plaintiff

and

**AUTON LYLE AND SHEILA WRIGHT**

Defendants

Court File No.: CV-22-00691651-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**NOTICE OF DISCONTINUANCE**

**TERRY M. WALMAN, ESQ.**  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001  
FAX (416) 961-5329  
LSUC NO. 23931E

**SOLICITOR FOR THE PLAINTIFF**

File No.: 22-10051 / ka

This is Exhibit “C” referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

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Commissioner for Taking Affidavits, etc.

Judy Hamilton

----- Forwarded Message -----

**Subject:**RE: Closing Mar 18, 2024!!! Transfer of Charge from Computershare back to

Equityline SPV

**Date:**Tue, 19 Mar 2024 13:35:14 +0000

**From:**#CA CS TOR CMBS <[CMBS@computershare.com](mailto:CMBS@computershare.com)>

**To:**Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>, Faheem Patel  
<[Faheem.Patel1@computershare.com](mailto:Faheem.Patel1@computershare.com)>, #CA CS TOR CMBS  
<[CMBS@computershare.com](mailto:CMBS@computershare.com)>

Hi Igor,

Good morning,

Please see attached.

**Thanks and have a nice day!**

**Faheem Patel**

Computershare

Administrator > MBS Operations

**T** 416 263-9638

**F** 416 263-9641

100 University Avenue, 8<sup>th</sup> Floor

Toronto, ON M5J 2Y1

[www.computershare.com](http://www.computershare.com)

| CERTAINTY | INGENUITY | ADVANTAGE |



**From:** Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>  
**Sent:** Monday, March 18, 2024 5:36 PM  
**To:** Faheem Patel <[Faheem.Patel1@computershare.com](mailto:Faheem.Patel1@computershare.com)>; #CA CS TOR CMBS <[CMBS@computershare.com](mailto:CMBS@computershare.com)>  
**Subject:** Closing Mar 18, 2024!!! Transfer of Charge from Computershare back to Equityline SPV

**This Message Is From an External Sender**  
Be cautious with links and attachments – report suspicious emails.

hello,

as you know I act as solicitor for Equityline Mortgage Investment Corp. With respect to the loan, which is secured by the 1st Registered Charge(s)/Transfer of Charge, I attach a signed direction(s) in accordance with the custodial agreement together with erereg acknowledgment and direction for the discharge of charge/ transfer of charge for your execution and return.

Would you please execute all attached (acknowledgment and direction) and return at your earliest convenience.

thx

--

Igor Demitchev, Barrister & Solicitor

Law Office of Igor Demitchev  
Real Estate & Business Law  
1000 Finch Avenue West, Suite 505  
Toronto, ON M3J 2V5

Tel: 416-645-0960  
Fax: 416-645-0961

Principal Sponsor of Football Club Continentals ([www.continentalsfc.com](http://www.continentalsfc.com))

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Please visit the following website to read the Computershare legal notice:

<http://www.computershare.com/disclaimer/americas/en>

Veillez visiter le site Web suivant afin de prendre connaissance de l'avis juridique de

Computershare: <http://www.computershare.com/disclaimer/americas/fr>

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----- Forwarded Message -----

**Subject:**Re: Potential Fraud Case.- Computershare v Lyle/Wright-22 LORD ROBERTS DRIVE, TORONTO,

**Date:**Tue, 19 Mar 2024 13:39:23 -0400

**From:**Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>

**To:**Irene Choe <[Irene.Cho@computershare.com](mailto:Irene.Cho@computershare.com)>, Sergiy Shchavyelyev <[sergiy@equitylinefinancial.com](mailto:sergiy@equitylinefinancial.com)>

morning,

attached is the registered transfer of charge back to [Equityline SPV GP Inc.](#)

as requested, thx

Igor Demitchev, Barrister & Solicitor

Law Office of Igor Demitchev  
Real Estate & Business Law  
1000 Finch Avenue West, Suite 505  
Toronto, ON M3J 2V5

Tel: 416-645-0960  
Fax: 416-645-0961

Principal Sponsor of Football Club Continentals ([www.continentalsfc.com](http://www.continentalsfc.com))

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On 19/03/2024 12:49 p.m., Irene Choe wrote:

Hi Igor,

I understand the document was signed and sent back this morning so please confirm once the title transfer has been completed.

Regards,

**Irene Choe**  
Computershare  
General Counsel  
Computershare Trust Company of Canada | Computershare Investor Services Inc.  
Cell: 416-316-7983  
100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario M5J 2Y1  
[www.computershare.com](http://www.computershare.com)

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**From:** Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>

**Sent:** Monday, March 18, 2024 5:54 PM

**To:** Irene Choe <[Irene.Cho@computershare.com](mailto:Irene.Cho@computershare.com)>; Sergiy Shchavyelyev <[sergiy@equitylinefinancial.com](mailto:sergiy@equitylinefinancial.com)>

**Subject:** Re: Potential Fraud Case.- Computershare v Lyle/Wright-22 LORD ROBERTS DRIVE, TORONTO,

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no problem

Igor Demitchev, Barrister & Solicitor

Law Office of Igor Demitchev  
Real Estate & Business Law  
1000 Finch Avenue West, Suite 505  
Toronto, ON M3J 2V5

Tel: 416-645-0960  
Fax: 416-645-0961

Principal Sponsor of Football Club Continentals ([www.continentalsfc.com](http://www.continentalsfc.com))

This communication is confidential and for the exclusive use of the person to whom it is addressed. If you are not the intended recipient, please advise us by e-mail and destroy or return any copies.  
On 18/03/2024 5:53 p.m., Irene Choe wrote:

Thank you for the update.

Irene

---

**From:** Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>

**Sent:** Monday, March 18, 2024 5:45:27 PM

**To:** Irene Choe <[Irene.Choecomputershare.com](mailto:Irene.Choecomputershare.com)>; Sergiy Shchavyelyev <[sergiy@equitylinefinancial.com](mailto:sergiy@equitylinefinancial.com)>

**Subject:** Re: Potential Fraud Case.- Computershare v Lyle/Wright-22 LORD ROBERTS DRIVE, TORONTO,

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Irene,

we are waiting for Computershare's signature to register a transfer of charge back to Equityline

(a Written Request and an Acknowledgement and Direction to Ereg the Transfer were submitted to Computershare for a proper procedure).

thx

Igor Demitchev, Barrister & Solicitor

Law Office of Igor Demitchev  
Real Estate & Business Law  
1000 Finch Avenue West, Suite 505  
Toronto, ON M3J 2V5

Tel: 416-645-0960  
Fax: 416-645-0961

Principal Sponsor of Football Club Continentals ([www.continentalsfc.com](http://www.continentalsfc.com))

This communication is confidential and for the exclusive use of the person to whom it is addressed. If you are not the intended recipient, please advise us by e-mail and destroy or return any copies.

On 18/03/2024 12:57 p.m., Irene Choe wrote:

Sergiy and Igor,

We are writing to confirm that you will be sending us the title change documentation today.

In addition, please confirm the plans and timelines for getting us removed from this legal action. We are assuming there are no other legal actions that have been commenced in Computershare's name but please advise as soon as possible if this is not the case.

Regards,

**Irene Choe**  
Computershare  
General Counsel  
Computershare Trust Company of Canada | Computershare Investor Services Inc.  
Cell: 416-316-7983  
100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario M5J 2Y1  
[www.computershare.com](http://www.computershare.com)

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**From:** Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>

**Sent:** Monday, March 11, 2024 6:36 PM

**To:** Irene Choe <[Irene.Cho@computershare.com](mailto:Irene.Cho@computershare.com)>  
**Cc:** Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>; [glenn@glenncohenlaw.ca](mailto:glenn@glenncohenlaw.ca); [mary@equitylinemic.com](mailto:mary@equitylinemic.com);  
Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>; Fiona Koch  
<[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>; Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>  
**Subject:** Re: Potential Fraud Case.- Computershare v Lyle/Wright-22 LORD ROBERTS DRIVE, TORONTO,

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Good day Irene

We will transfer the loan from computershare to only equityline services corp on march 18.

I have cc Igor Demitchev here to complete the title transfer

Thank You,  
Sergiy Shchavyelyev, CEO  
EquityLine Mortgage Investment Corporation.  
[550 HWY 7](#) East, Suite 338  
Richmond Hill, ON, L4B 3Z4  
FSCO Mortgage Broker Licence Number: 12570FSCO Mortgage Admin Licence Number: 13068Direct:  
416-939-6376Office: 416-999-3993Fax: 416-999-3336Toll Free: 1-888-269-  
1988[www.EquityLineMic.com](http://www.EquityLineMic.com)

On Mar 11, 2024, at 2:46 PM, Irene Choe <[Irene.Cho@computershare.com](mailto:Irene.Cho@computershare.com)> wrote:

Terry and Sergiy,

Further to the voicemail I received from Terry this morning, I understand he is tied up today due to a family matter.

I will leave up to you in terms of who will provide a response to the items set out in email of March 7<sup>th</sup>, but in light of the circumstances, we are willing to wait an additional couple of days. As such, we ask that one of you provide a response by end of business Wed March 13<sup>th</sup>.

Irene

**Irene Choe**  
Computershare  
General Counsel  
Computershare Trust Company of Canada | Computershare Investor Services Inc.  
Cell: 416-316-7983  
100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario M5J 2Y1  
[www.computershare.com](http://www.computershare.com)

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**From:** Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>  
**Sent:** Monday, March 11, 2024 8:36 AM  
**To:** Irene Choe <[Irene.Cho@computershare.com](mailto:Irene.Cho@computershare.com)>  
**Cc:** Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>; [glenn@glenncohenlaw.ca](mailto:glenn@glenncohenlaw.ca);  
[mary@equitylinemic.com](mailto:mary@equitylinemic.com); Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>; Fiona  
Koch <[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>  
**Subject:** Re: Potential Fraud Case.- Computershare v Lyle/Wright-22 LORD ROBERTS DRIVE,  
TORONTO,

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Sent from my iPhone



On Mar 11, 2024, at 8:22 AM, Irene Choe  
<[Irene.Choecomputershare.com](mailto:Irene.Choecomputershare.com)> wrote:

Thank you for your response, Terry.

Notwithstanding the fraud issue, as you were not engaged by Computershare, this action was commenced by Equityline without our knowledge or consent. At this time, we still require a response to each of the items listed in my email of March 7, 2024 by the end of today.

Regards,

**Irene Choe**  
Computershare  
General Counsel  
Computershare Trust Company of Canada | Computershare Investor Services Inc.  
Cell: 416-316-7983  
100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario M5J 2Y1  
[www.computershare.com](http://www.computershare.com)  
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**From:** Terry Walman <[terrywalman.com](mailto:terrywalman.com)>  
**Sent:** Friday, March 8, 2024 2:51 PM  
**To:** Irene Choe <[Irene.Choecomputershare.com](mailto:Irene.Choecomputershare.com)>; Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>; [glenn@glenncohenlaw.ca](mailto:glenn@glenncohenlaw.ca); [mary@equitylinemic.com](mailto:mary@equitylinemic.com)  
**Cc:** Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>; Fiona Koch <[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>  
**Subject:** RE: Potential Fraud Case.- Computershare v Lyle/Wright-22 LORD ROBERTS DRIVE, TORONTO,

**This Message Is From an External Sender**

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Hello,

I have been in direct touch with counsel at the Advocacy Centre, and provided her with confirmation of consent allowing her to set aside the Judgment obtained, and that no further default proceedings will occur, without first notifying her in writing and providing her reasonable time to serve and file a defence. There seems to be many fraudsters operating in Ontario, sucking innocent lenders like Equityline/Sergiy into what may be perfectly legitimate loans, but whose funds are used to pay out what may or may not be fraud/bad existing loans/NOSI's.

I have spoken to various title insurer legal departments over the past year. They are unfortunately very busy with fraud claims, and paying out legitimate lenders like Equityline/Sergiy, though after long drawn out procedures.

Stay tuned,  
Best to you,  
Terry

Terry Walman, LLB,  
1240 Bay Street,  
Suite 202,  
Toronto, Ontario,  
M5R 2A7  
( 1 block north from Bloor St)

---

**From:** Irene Choe [<mailto:Irene.Choecomputershare.com>]  
**Sent:** March 8, 2024 2:26 PM  
**To:** Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>; Terry Walman

<[terry@terrywalman.com](mailto:terry@terrywalman.com)>; [glenn@glenncohenlaw.ca](mailto:glenn@glenncohenlaw.ca); [mary@equitylinemic.com](mailto:mary@equitylinemic.com)  
**Cc:** Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>; Fiona Koch  
<[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>  
**Subject:** RE: Potential Fraud Case.- Computershare v Lyle/Wright-22 LORD  
ROBERTS DRIVE, TORONTO,  
**Importance:** High

Sergiy and team,

We are following up on the below correspondence as we are receiving follow ups from the counsel at Advocacy Centre for the Elderly representing Mr. Auton.

Can you please provide us with a response to the below by no later than end of business Mon March 11, 2024?

In addition, we require your written confirmation as soon as possible that no steps will be taken to enforce the default judgment until the matter has been sorted (including completion of OPP investigation).

Regards,

**Irene Choe**  
Computershare  
General Counsel  
Computershare Trust Company of Canada | Computershare Investor Services Inc.  
Cell: 416-316-7983  
100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario M5J 2Y1  
[www.computershare.com](http://www.computershare.com)

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**From:** Irene Choe  
**Sent:** Thursday, March 7, 2024 1:01 PM  
**To:** Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>; [terry@terrywalman.com](mailto:terry@terrywalman.com);  
[glenn@glenncohenlaw.ca](mailto:glenn@glenncohenlaw.ca); [mary@equitylinemic.com](mailto:mary@equitylinemic.com)  
**Cc:** Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>; Fiona Koch  
<[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>  
**Subject:** Potential Fraud Case.- Computershare v Lyle/Wright-22 LORD ROBERTS  
DRIVE, TORONTO,  
**Importance:** High

Good afternoon, Sergiy and team,

Please be advised that per section 8.6 of the title custodian agreement between Equityline SPV Limited Partnership ("Equityline") and Computershare Trust Company of Canada ("Computershare"), dated August 4, 2021, which is attached for ease of reference, Equityline was required to advise Computershare prior to initiating any action or proceeding. As far as we are aware, no such communication was made.

Had we been made aware of your intention to initiate an action, further to section 8.6, it would have been required that Computershare be removed from title such that Equityline could commence the action in its own name. As such, this legal action has been commenced without our knowledge or authorization in breach of section 8.6 and Mr. Walman was not engaged by Computershare to commence such action.

In addition to the requirements of section 8.6 that have not be met, we are in receipt of the attached from the OPP indicating that Mr. Auton has been the victim of serious fraud. Please be advised that Mr. Auton's lawyer from Advocacy Centre for the Elderly has requested that no enforcement action be taken until the OPP has completed its investigation, and that they will be seeking punitive damages if the plaintiff proceeds with enforcement on the mortgage before the OPP has completed its investigation and laid relevant charges failing. They are also in the process of notifying Mr. Auton's title insurers about his claim, and FCT Insurance will need time to complete its investigation. We understand they are also seeking your consent to set aside the default judgment.

In light of the foregoing, we require the following from you:

- You take immediate steps to withdraw the legal action in Computershare's name.
- You take immediate steps to remove Computershare from title. We will need confirmation in writing that you will comply with #1 and 2 (and your anticipated timeline for doing so).
- Provide us with copies of the pleadings and the motion for default judgment including any supporting affidavits.
- Confirm whether Equityline has initiated any other enforcement proceedings in Computershare's name and if so, provide all relevant details and documentation (including the pleadings) in relation to any such proceedings.
- Provide us with any information you have on the alleged fraud involving Mr. Auton.

Given the urgency of the matter, please advise your availability for a call with us this

week to discuss.

Regards,  
**Irene Choe**  
Computershare  
General Counsel  
Computershare Trust Company of Canada | Computershare Investor Services Inc.  
Cell: 416-316-7983  
100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario M5J 2Y1  
[www.computershare.com](http://www.computershare.com)

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**From:** Sergiy Shchavyelyev [<mailto:sergiy@equitylinemic.com>]  
**Sent:** March 6, 2024 4:44 PM  
**To:** Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>  
**Cc:** Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>; Glenn Cohen <[glenn@glenncohenlaw.ca](mailto:glenn@glenncohenlaw.ca)>; Mary Moncada Eq Bookkeeper <[mary@equitylinemic.com](mailto:mary@equitylinemic.com)>  
**Subject:** Re: Potential Fraud Case.

Thank you for the notice Stephen

Im attaching my two lawyer Terry and Glen to this email, as they will be dealing with this situation.

Thank You,

Sergiy Shchavyelyev, CEO  
EquityLine Mortgage Investment Corporation.  
[550 HWY 7](#) East, Suite 338  
Richmond Hill, ON, L4B 3Z4  
FSCO Mortgage Broker Licence Number: 12570FSCO Mortgage  
Admin Licence Number: 13068Direct: 416-939-6376Office: 416-  
999-3993Fax: 416-999-3336Toll Free: 1-888-269-  
1988[www.EquityLineMic.com](http://www.EquityLineMic.com)

On Mar 6, 2024, at 5:13 PM, Stephen Murphy  
<[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)> wrote:

Hi, Sergiy

Counsel for the Advocacy Centre for the Elderly reached out to Computershare today to make us aware of this potential fraud case.

Counsel mentioned the following in their message to us:

"We are counsel for Lyle Auton. Mr. Auton received the attached letter from Terry Walman today. We advise you that Mr. Auton and his late wife are the victims of serious fraud which culminated in the charge registered in the name of Computershare Trust Company of Canada (Reg No. AT6111518), transfer of charge to Equityline SPV Gp Inc. (Reg No. AT6200024), and transfer of charge back to Computershare (Reg No. AT6200032). Please also see attached letter from the OPP Serious Fraud division."

Is Equityline currently aware of this?

**Stephen Murphy**  
Computershare  
Manager > MBS Operations  
T 647 790 3110  
M 416 316 5175  
100 University Avenue, 8<sup>th</sup> Floor  
Toronto, ON M5J 2Y1  
[www.computershare.com](http://www.computershare.com)

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<image001.jpg>

\*\*\*\*\*  
Please visit the following website to read the  
Computershare legal notice:  
<http://www.computershare.com/disclaimer/americas/en>

Veillez visiter le site Web suivant afin de prendre  
connaissance de l'avis juridique de Computershare:  
<http://www.computershare.com/disclaimer/americas/fr>

\*\*\*\*\*

<Letter from Walman 04MAR24.pdf>  
<Letter from OPP Serious Fraud 16JAN24.pdf>

<SIGNEDDEFAULT\_JUDGMENT-FORM\_19A-PLAINTIFF-  
COMPUTERSHARE\_TRUST\_COMPANY\_OF....pdf>



Virus-free. [www.avast.com](http://www.avast.com)

LRO # 80 **Transfer Of Charge**

Received as AT6533326 on 2024 03 19 at 13:33

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

yyyy mm dd Page 1 of 1

**Properties**

PIN 06348 - 0288 LT  
 Description PARCEL 91-1, SECTION M680 LT 91 PLAN M680 S/T LT592772 SCARBOROUGH , CITY OF TORONTO  
 Address 22 LORD ROBERTS DRIVE SCARBOROUGH

**Source Instruments**

Registration No.	Date	Type of Instrument
AT6200032	2022 10 11	Transfer Of Charge

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

Name COMPUTERSHARE TRUST COMPANY OF CANADA  
 Address for Service C/O EQUITYLINE SPV GP INC.  
 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Transferee(s)** Capacity Share

Name EQUITYLINE SPV GP INC.  
 Address for Service 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

**Statements**

The chargee transfers the selected charge for 2.00  
 This document relates to registration number(s) AT6200032, AT6200024, AT6111518, AT6111523

**Signed By**

Igor Yurievich Demitchev 1000 Finch Ave West, Suite 505 acting for Signed 2024 03 19  
 Toronto Transferor(s)  
 M3J 2V5

Tel 416-645-0960

Fax 416-645-0961

I have the authority to sign and register the document on behalf of all parties to the document.

Igor Yurievich Demitchev 1000 Finch Ave West, Suite 505 acting for Signed 2024 03 19  
 Toronto Transferee(s)  
 M3J 2V5

Tel 416-645-0960

Fax 416-645-0961

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

IGOR DEMITCHEV 1000 Finch Ave West, Suite 505 2024 03 19  
 Toronto  
 M3J 2V5

Tel 416-645-0960

Fax 416-645-0961

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.95
Total Paid	\$69.95

**WRITTEN REQUEST**

**TO: COMPUTERSHARE TRUST COMPANY OF CANADA**, in its capacity as custodian

**ATTN: Manager, Mortgage Backed Securities**

**RE: Discharge/Transfer of mortgage loans related to the Custodial Agreement dated as of August 4, 2021 between EQUITYLINE SPV GP INC., (“EQSPV”) and Computershare Trust Company of Canada (the “Custodian”) as amended from time to time (the “Custodial Agreement”).**

---

In accordance with the Custodian Agreement, the undersigned, on behalf of EQSPV, and not in their personal capacity, without personal liability, hereby instructs the Custodian to execute and deliver the Execution Documents in respect of the Mortgage Loans specified below.

For greater certainty, the undersigned hereby confirms that the Custodian shall not be responsible for the accuracy or contents of the Execution Documents and may rely solely on this written request for its authority to execute the Execution Documents.

All of the enumerated mortgage loans listed below, including mortgage loans listed on subsequent and sequential pages, are hereinafter referred to collectively as “**Mortgage Loans**”. All of the documents provided to the Custodian in connection with the Mortgage Loans are hereinafter referred to as “**Execution Documents**”.

**1. Mortgagor’s Name:** Sheila Wright & Lyle Auton

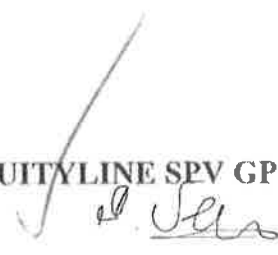
**Address:** 22 Lord Roberts Dr., Toronto, Ontario

**Loan No.:** Existing 1st

**Mortgage Registration No:** AT6200032/ AT6200024/ AT6111518 (&ASSIGNT OF RENTS AT6111523)

**DATED** as of March 18, 2024.


**EQUITYLINE SPV GP INC.:**

By   
Name: Sergiy Shchavyelyev, A.S.O.  
I have authority to bind the  
Corporation

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Igor Yurievich Demitchev  
(Insert lawyer's name)

**AND TO:** IGOR DEMITCHEV  
(Insert firm name)

**RE:**  Transfer of Charge from Computershare Trust Company of Canada c/o EQUITYLINE SPV GP INC. to EQUITYLINE SPV GP INC.; Lyle/Wright-22 LORD ROBERTS Dr., Toronto ("the transaction")  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 19th day of Mar., 2004.


**WITNESS**

(As to all signatures, if required)

 Zhi Min Jian  
Administrator, MBS

COMPUERSHARE TRUST COMPANY OF CANADA

I HAVE THE AUTHORITY TO BIND THE CORPORATION

 Faheem Patel  
Administrator, MBS

 Eric Foronda  
Assistant Manager, MBS

LRO # 80 **Transfer Of Charge**

In preparation on 2024 03 18 at 17:28

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 06348 - 0288 LT  
*Description* PARCEL 91-1, SECTION M680 LT 91 PLAN M680 S/T LT592772 SCARBOROUGH , CITY OF TORONTO  
*Address* 22 LORD ROBERTS DRIVE SCARBOROUGH

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
AT6200032	2022 10 11	Transfer Of Charge

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

*Name* COMPUTERSHARE TRUST COMPANY OF CANADA  
Acting as a company  
*Address for Service* C/O EQUITYLINE SPV GP INC.  
550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Transferee(s)**

<i>Name</i>	<i>Capacity</i>	<i>Share</i>
EQUITYLINE SPV GP INC. Acting as a company		

*Address for Service* 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

**Statements**

The chargee transfers the selected charge for 2.00  
This document relates to registration number(s)AT6200032, AT6200024, AT6111518, AT6111523



This is Exhibit “D” referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

---

Commissioner for Taking Affidavits, etc.

Judy Hamilton

---

----- Forwarded Message -----

**Subject:**RE: Amended Transferee !!! Urgent Closing May 10, 2024; FOUR (4) Transfers of Charge from "Computershare" to "Equityline Services Corp." ALONE;  
**Date:**Mon, 13 May 2024 17:05:48 +0000  
**From:**#CA CS TOR CMBS <[CMBS@computershare.com](mailto:CMBS@computershare.com)>  
**To:**Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>, #CA CS TOR CMBS <[CMBS@computershare.com](mailto:CMBS@computershare.com)>, Irene Choe <[Irene.Cho@computershare.com](mailto:Irene.Cho@computershare.com)>, Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>  
**CC:**Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>, Fiona Koch <[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>

Hi Igor,

Good afternoon,

Please see attached.

**Thanks and have a nice day!**

**Faheem Patel**

Computershare

Administrator > MBS Operations

**T** 416 263-9638

**F** 416 263-9641

100 University Avenue, 8<sup>th</sup> Floor

Toronto, ON M5J 2Y1

[www.computershare.com](http://www.computershare.com)

| CERTAINTY | INGENUITY | ADVANTAGE |



**From:** Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>

**Sent:** Friday, May 10, 2024 6:56 PM

**To:** #CA CS TOR CMBS <[CMBS@computershare.com](mailto:CMBS@computershare.com)>; Irene Choe <[Irene.Cho@computershare.com](mailto:Irene.Cho@computershare.com)>; Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>; Faheem Patel <[Faheem.Patel1@computershare.com](mailto:Faheem.Patel1@computershare.com)>

**Cc:** Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>; Fiona Koch <[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>

**Subject:** Amended Transferee !!! Urgent Closing May 10, 2024; FOUR (4) Transfers of Charge from "Computershare" to "Equityline Services Corp." ALONE;

**This Message Is From an External Sender**

Be cautious with links and attachments – report suspicious emails.

hello (*please accept our apologies for amending the docs*),

as you know I act as solicitor for Equityline Mortgage Investment Corp. With respect to the AMENDED FOUR loans, which is secured by the 1st Registered Charge(s)/Transfer of Charge,

I attach AMENDED FOUR signed direction(s) in accordance with the custodial agreement together with ereg acknowledgment and direction for the discharge of charge/ transfer of charge/ transfer for your execution and return.

Would you please execute all FOUR AMENDED attached (acknowledgment and direction) and return at your earliest convenience.

thx

Igor Demitchev, Barrister & Solicitor

Law Office of Igor Demitchev  
Real Estate & Business Law  
1000 Finch Avenue West, Suite 505  
Toronto, ON M3J 2V5

Tel: 416-645-0960

Fax: 416-645-0961

Principal Sponsor of Football Club Continentals ([www.continentalsfc.com](http://www.continentalsfc.com))

This communication is confidential and for the exclusive use of the person to whom it is addressed. If you are not the intended recipient, please advise us by e-mail and destroy or return any copies.



Virus-free [www.avast.com](http://www.avast.com)

\*\*\*\*\*

Please visit the following website to read the Computershare legal notice:

<http://www.computershare.com/disclaimer/americas/en>

Veuillez visiter le site Web suivant afin de prendre connaissance de l'avis juridique de Computershare:

<http://www.computershare.com/disclaimer/americas/fr>

\*\*\*\*\*

**WRITTEN REQUEST**

**TO: COMPUTERSHARE TRUST COMPANY OF CANADA**, in its capacity as custodian

**ATTN: Manager, Mortgage Backed Securities**

**RE: Discharge/Transfer of mortgage loans related to the Custodial Agreement dated as of August 4, 2021 between EQUITYLINE SPV GP INC., ("EQSPV") and Computershare Trust Company of Canada (the "Custodian") as amended from time to time (the "Custodial Agreement").**

---

In accordance with the Custodian Agreement, the undersigned, on behalf of EQSPV, and not in their personal capacity, without personal liability, hereby instructs the Custodian to execute and deliver the Execution Documents in respect of the Mortgage Loans specified below.

For greater certainty, the undersigned hereby confirms that the Custodian shall not be responsible for the accuracy or contents of the Execution Documents and may rely solely on this written request for its authority to execute the Execution Documents.

All of the enumerated mortgage loans listed below, including mortgage loans listed on subsequent and sequential pages, are hereinafter referred to collectively as "**Mortgage Loans**". All of the documents provided to the Custodian in connection with the Mortgage Loans are hereinafter referred to as "**Execution Documents**".

**1. Mortgagor's Name:** Subramaniam, Vivekananthan

**Address:** 87 Euclid Ave, Toronto, Ontario

**Loan No.:** Existing 1<sup>st</sup>/ Transfer of Charge

**Mortgage Registration No:** AT6200108/ AT6200092/ AT6115841/ AT6115853

**DATED** as of May 9, 2024.

**EQUITYLINE SPV GP INC.:**

By 

Name: Sergiy Shchavyelyev, A.S.O.

I have authority to bind the Corporation

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Igor Yurievich Demitchev  
(Insert lawyer's name)

**AND TO:** IGOR DEMITCHEV  
(Insert firm name)

**RE:** Transfer of Charge; Computershare to EQUITYLINE SERVICES CORP.; 87 ("the transaction")  
Euclid Ave., Toronto  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

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- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

*Transfer of Charge.*

Dated at Toronto, this 13 day of May, 2024.

**WITNESS**

(As to all signatures, if required)

Zhi Min Jian  
**Zhi Min Jian**  
**Administrator, MBS**

COMPUTERSHARE TRUST COMPANY OF CANADA

Daniel Lee  
**Daniel Lee**  
**Professional, MBS**

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Faheem Patel  
**Faheem Patel**  
**Administrator, MBS**

LRO # 80 Transfer Of Charge

In preparation on 2024 05 10 at 18:37

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 06204 - 0008 LT  
*Description* PT LT 45 PL 2129 SCARBOROUGH; PT LT 46 PL 2129 SCARBOROUGH AS IN SC328422; TORONTO , CITY OF TORONTO  
*Address* 87 EUCLID AVENUE  
TORONTO

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
AT6200108	2022 10 11	Transfer Of Charge

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

*Name* COMPUTERSHARE TRUST COMPANY OF CANADA  
Acting as a company  
*Address for Service* C/O EQUITYLINE SPV GP INC.  
550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

**Transferee(s)** *Capacity* *Share*

*Name* EQUITYLINE SERVICES CORP.  
Acting as a company  
*Address for Service* 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

**Statements**

The chargee transfers the selected charge for 2.00

This document relates to registration number(s) AT6200108, AT6200092, AT6115841, AT6115853

**WRITTEN REQUEST**

**TO: COMPUTERSHARE TRUST COMPANY OF CANADA**, in its capacity as custodian

**ATTN:** Manager, Mortgage Backed Securities

**RE: Discharge/Transfer of mortgage loans related to the Custodial Agreement dated as of August 4, 2021 between EQUITYLINE SPV GP INC., ("EQSPV") and Computershare Trust Company of Canada (the "Custodian") as amended from time to time (the "Custodial Agreement").**

---

In accordance with the Custodian Agreement, the undersigned, on behalf of EQSPV, and not in their personal capacity, without personal liability, hereby instructs the Custodian to execute and deliver the Execution Documents in respect of the Mortgage Loans specified below.

For greater certainty, the undersigned hereby confirms that the Custodian shall not be responsible for the accuracy or contents of the Execution Documents and may rely solely on this written request for its authority to execute the Execution Documents.

All of the enumerated mortgage loans listed below, including mortgage loans listed on subsequent and sequential pages, are hereinafter referred to collectively as "**Mortgage Loans**". All of the documents provided to the Custodian in connection with the Mortgage Loans are hereinafter referred to as "**Execution Documents**".

**1. Mortgagor's Name:** Dipchand, Zesila and Dipchand, Vedanand

**Address:** 22 Havelock Gate, Markham, Ontario

**Loan No.:** Existing 1<sup>st</sup>/ Transfer of Charge

**Mortgage Registration No:** YR3485745/ YR3485744 /YR3439871/ YR3439878

**DATED** as of May 9, 2024.

**EQUITYLINE SPV GP INC.:**

By 

Name: Sergiy Shchavyelyev, A.S.O.

I have authority to bind the  
Corporation



**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Igor Yurievich Demitchev  
(Insert lawyer's name)

**AND TO:** IGOR DEMITCHEV  
(Insert firm name)

**RE:** Transfer of Charge; Computershare to EQUITYLINE SERVICES CORP.; 22 ("the transaction")  
Havelock Gate, Markham, ON  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

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- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 13 day of May, 2024.

*Transfer of Charge.*

**WITNESS**

(As to all signatures, if required)

Zhi Min Jian  
**Zhi Min Jian**  
**Administrator, MBS**

COMPUERSHARE TRUST COMPANY OF CANADA  
Daniel Lee  
**D Lee** Professional, MBS

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Faheem Patel  
**Faheem Patel**  
**Administrator, MBS**

LRO # 65 **Transfer Of Charge**

In preparation on 2024 05 10 at 18:33

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 02937 - 0169 LT  
*Description* PCL 9-1 SEC 65M3038; LT 9 PL 65M3038 ; MARKHAM. S/T RT IN FAVOUR RIOCAL INVESTMENTS LIMITED TO ENTER FOR 5 YRS FROM 97/10/10 OR UNTIL THE SAID PL 65M3038 HAS BEEN ASSUMED BY THE TOWN OF MARKHAM, AS IN LT1218611  
*Address* 22 HAVELOCK GATE  
 MARKHAM

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
YR3485745	2022 10 11	Transfer Of Charge

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

*Name* COMPUTERSHARE TRUST COMPANY OF CANADA  
 Acting as a company  
*Address for Service* C/O EQUITYLINE SPV GP INC.  
 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Transferee(s)</b>	<i>Capacity</i>	<i>Share</i>
----------------------	-----------------	--------------

<i>Name</i> EQUITYLINE SERVICES CORP. Acting as a company <i>Address for Service</i> 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4		
---	--	--

**Statements**

The chargee transfers the selected charge for 2.00  
 This document relates to registration number(s) YR3485745, YR3485744, YR3439871, YR3439878

**WRITTEN REQUEST**

**TO: COMPUTERSHARE TRUST COMPANY OF CANADA**, in its capacity as custodian

**ATTN: Manager, Mortgage Backed Securities**

**RE: Discharge/Transfer of mortgage loans related to the Custodial Agreement dated as of August 4, 2021 between EQUITYLINE SPV GP INC., ("EQSPV") and Computershare Trust Company of Canada (the "Custodian") as amended from time to time (the "Custodial Agreement").**

---

In accordance with the Custodian Agreement, the undersigned, on behalf of EQSPV, and not in their personal capacity, without personal liability, hereby instructs the Custodian to execute and deliver the Execution Documents in respect of the Mortgage Loans specified below.

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All of the enumerated mortgage loans listed below, including mortgage loans listed on subsequent and sequential pages, are hereinafter referred to collectively as "**Mortgage Loans**". All of the documents provided to the Custodian in connection with the Mortgage Loans are hereinafter referred to as "**Execution Documents**".

**1. Mortgagor's Name:** Livingston Developer Inc.

**Address:** 17 Macduff Cres, Toronto, Ontario

**Loan No.:** Existing 1<sup>st</sup>/ Transfer of Charge

**Mortgage Registration No:** AT6161021/ AT6161009/ AT6010828/ AT6010846

**DATED** as of May 9, 2024.

**EQUITYLINE SPV GP INC.:**

By 

Name: Sergiy Shchavyelyev, A.S.O.

I have authority to bind the  
Corporation

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Igor Yurievich Demitchev  
(Insert lawyer's name)

**AND TO:** IGOR DEMITCHEV  
(Insert firm name)

**RE:** Transfer of Charge; Computershare to EQUITYLINE SERVICES CORP.; 17 ("the transaction")  
Macduff Cres., Toronto  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

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- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 13 day of May, 2021.

*Transfer of Charge.*

**WITNESS**

(As to all signatures, if required)

Zhi Min Jian  
Zhi Min Jian  
Administrator, MBS

COMPUTERSHARE TRUST COMPANY OF CANADA

D Lee  
Daniel Lee  
Professional, MBS

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Faheem Patel  
Faheem Patel  
Administrator, MBS

LRO # 80 **Transfer Of Charge**

In preparation on 2024 05 10 at 18:45

*This document has not been submitted and may be incomplete.*

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 06419 - 0008 LT  
*Description* PCL 2-3, SEC M420 ; PCL 3-2, SEC M420 ; PT LT 2, PL M420 , PART 4 , 66R3921 ; PT LT 3, PL M420 , PART 2 , 66R333 ; SCARBOROUGH , CITY OF TORONTO  
*Address* 17 MACDUFF CRESCENT  
TORONTO

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
AT6161021	2022 08 17	Transfer Of Charge

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

*Name* COMPUTERSHARE TRUST COMPANY OF CANADA  
Acting as a company  
*Address for Service* C/O EQUITYLINE SPV GP INC.  
550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

<b>Transferee(s)</b>	<b>Capacity</b>	<b>Share</b>
----------------------	-----------------	--------------

<i>Name</i> EQUITYLINE SERVICES CORP. Acting as a company <i>Address for Service</i> 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4		
---	--	--

**Statements**

The chargee transfers the selected charge for 2.00

This document relates to registration number(s) AT6161021, AT6161009, AT6010828, AT6010846

**WRITTEN REQUEST**

**TO: COMPUTERSHARE TRUST COMPANY OF CANADA**, in its capacity as custodian

**ATTN: Manager, Mortgage Backed Securities**

**RE: Discharge/Transfer of mortgage loans related to the Custodial Agreement dated as of August 4, 2021 between EQUITYLINE SPV GP INC., ("EQSPV") and Computershare Trust Company of Canada (the "Custodian") as amended from time to time (the "Custodial Agreement").**

---

In accordance with the Custodian Agreement, the undersigned, on behalf of EQSPV, and not in their personal capacity, without personal liability, hereby instructs the Custodian to execute and deliver the Execution Documents in respect of the Mortgage Loans specified below.

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**1. Mortgagor's Name:** Sodhi, Raminder

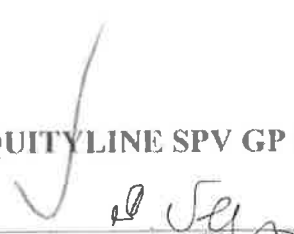
**Address:** 15 Lower Jarvis Street, suite 1812, Toronto, Ontario

**Loan No.:** Existing 1<sup>st</sup>/ Transfer of Charge

**Mortgage Registration No:** AT6199437/ AT6199426/ AT6084271/ AT6084285

**DATED** as of May 9, 2024.

**EQUITYLINE SPV GP INC.:**

By   
Name: Sergiy Shchavyelyev, A.S.O.  
I have authority to bind the  
Corporation

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Igor Yurievich Demitchev  
(Insert lawyer's name)

**AND TO:** IGOR DEMITCHEV  
(Insert firm name)

**RE:** Transfer of Charge; Computershare to EQUITYLINE SERVICES CORP.; 15 ("the transaction")  
Lower Jarvis St., Suite 1812, Toronto  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
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- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

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- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

*Transfer of Charge.*

Dated at Toronto, this 13 day of May, 2024.

**WITNESS**

(As to all signatures, if required)

*Zhi Min Jian* **Zhi Min Jian**  
**Administrator, MBS**

COMPUTERSHARE TRUST COMPANY OF CANADA  
*Daniel Lee* Daniel Lee  
**Professional, MBS**

I HAVE THE AUTHORITY TO BIND THE CORPORATION  
*Faheem Patel* Faheem Patel  
**Administrator, MBS**

LRO # 80 **Transfer Of Charge**

In preparation on 2024 05 10 at 18:41

*This document has not been submitted and may be incomplete.*

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 76794 - 0367 LT  
*Description* UNIT 12, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2794 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5482591; CITY OF TORONTO  
*Address* 1812 SUITE  
 15 LOWER JARVIS STREET  
 TORONTO

*PIN* 76794 - 1232 LT  
*Description* UNIT 145, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2794 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5482591; CITY OF TORONTO  
*Address* TORONTO

*PIN* 76794 - 1399 LT  
*Description* UNIT 312, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2794 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5482591; CITY OF TORONTO  
*Address* TORONTO

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
AT6199437	2022 10 07	Transfer Of Charge

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

*Name* COMPUTERSHARE TRUST COMPANY OF CANADA  
 Acting as a company  
*Address for Service* C/O EQUITYLINE SPV GP INC.  
 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Transferee(s)</b>	<i>Capacity</i>	<i>Share</i>
----------------------	-----------------	--------------

<i>Name</i> EQUITYLINE SERVICES CORP. Acting as a company <i>Address for Service</i> 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4		
---	--	--

**Statements**

The chargee transfers the selected charge for  
 This document relates to registration number(s) AT6199437, AT6199426, AT6084271, AT6084285



This is Exhibit “E” referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

---

Commissioner for Taking Affidavits, etc.

Judy Hamilton

**Subject:**RE: 2ndRequest; Urgent, Closing Today!!! Transfer of Charge from Computershare to Equityline Services Corp.; 135 Ben Sinclair

**Date:**Fri, 7 Jun 2024 13:00:18 +0000

**From:**Fiona Koch <[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>

**To:**Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>, Faheem Patel <[Faheem.Patel1@computershare.com](mailto:Faheem.Patel1@computershare.com)>, #CA CS TOR CMBS <[CMBS@computershare.com](mailto:CMBS@computershare.com)>, Irene Choe <[Irene.Choe@computershare.com](mailto:Irene.Choe@computershare.com)>, Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>, Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>, Mary Moncada <[mary@equitylinemic.com](mailto:mary@equitylinemic.com)>

Good morning, Igor,

While this request is presented by Equityline MIC, this property appears on the register of mortgages held under the Equityline SPV/EQB warehouse. As such, we are unable to complete this request without the consent of EQB, which has not been provided.

Thank you,

**Fiona Koch**

Computershare  
Manager > Corporate Trust, Canada  
**T** +1 416 263 9688  
**M** +1 437 350 4400

**From:** Igor Demitchev <[igor@igordemitchevlaw.com](mailto:igor@igordemitchevlaw.com)>

**Sent:** Friday, June 7, 2024 7:58 AM

**To:** Faheem Patel <[Faheem.Patel1@computershare.com](mailto:Faheem.Patel1@computershare.com)>; #CA CS TOR CMBS <[CMBS@computershare.com](mailto:CMBS@computershare.com)>; Irene Choe <[Irene.Choe@computershare.com](mailto:Irene.Choe@computershare.com)>; Fiona Koch <[Fiona.Koch1@computershare.com](mailto:Fiona.Koch1@computershare.com)>; Stephen Murphy <[Stephen.Murphy@computershare.com](mailto:Stephen.Murphy@computershare.com)>; Sergiy Shchavyelyev <[sergiy@equitylinemic.com](mailto:sergiy@equitylinemic.com)>; Mary Moncada <[mary@equitylinemic.com](mailto:mary@equitylinemic.com)>

**Subject:** 2ndRequest; Urgent, Closing Today!!! Transfer of Charge from Computershare to Equityline Services Corp.; 135 Ben Sinclair

**This Message Is From an External Sender**

Be cautious with links and attachments – report suspicious emails.

hello,

as you know I act as solicitor for Equityline Mortgage Investment Corp. With respect to the loan, which is secured by the 2nd Registered Charge(s)/Transfer of Charge,

I attach a signed direction(s) in accordance with the custodial agreement together with ereg acknowledgment and direction for the discharge of charge/ transfer of charge for your execution and return.

Would you please execute all attached (acknowledgment and direction) and return at your earliest convenience.

thx

Igor Demitchev, Barrister & Solicitor

Law Office of Igor Demitchev  
Real Estate & Business Law  
1000 Finch Avenue West, Suite 505  
Toronto, ON M3J 2V5

Tel: 416-645-0960

Fax: 416-645-0961

Principal Sponsor of Football Club Continentals ([www.continentalsfc.com](http://www.continentalsfc.com))

This communication is confidential and for the exclusive use of the person to whom it is addressed. If you are not the intended recipient, please advise us by e-mail and destroy or return any copies.

On 06/06/2024 10:10 a.m., Igor Demitchev wrote:

hello,

as you know I act as solicitor for Equityline Mortgage Investment Corp. With respect to the loan, which is secured by the 2nd Registered Charge(s)/Transfer of Charge,

I attach a signed direction(s) in accordance with the custodial agreement together with ereg acknowledgment and direction for the discharge of charge/ transfer of charge for your execution and return.

Would you please execute all attached (acknowledgment and direction) and return at your earliest convenience.

thx

This is Exhibit “F” referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

---

Commissioner for Taking Affidavits, etc.

Judy Hamilton



**Tri County Appraisal**



**LOCATED AT:**

1096 William Street  
London, ON N5Y 2T5

**FOR:**

Value Connect - Draft Report  
n/a  
n/a

**BORROWER:**

THOMAS LEFEBVRE

**AS OF:**

March 15, 2022

**BY:**

Tracey Davies, CRA, P.App  
Tri County Appraisal

Client Reference No.: 22TC0247

File No.: 7455

Tri County Appraisal  
Middlesex, Elgin, Oxford, Norfolk, Brant  
Aylmer N5H 2R5  
admin@tricityappraisal.ca

Mar 17, 2022

Value Connect - Draft Report

n/a

n/a

Address of Property: 1096 William Street  
London, ON N5Y 2T5

Market Value: \$ 1,600,000

In accordance with the letter of engagement dated March 14, 2022, we have appraised the above referenced property and provide an estimate of current market value, with an effective date as of March 15, 2022 and a site visit date of March 15, 2022.

The purpose of the report is to develop an estimate of market value of the subject property, as improved, in unencumbered fee simple ownership for the intended use of first mortgage financing. The estimate of value is as of the effective date and is subject to the authorized intended use, assumptions and limiting conditions included in the report to which the reader's attention is specifically directed. The report is enclosed and must be read in its entirety.

Please note that the name on the appraisal order, and indicated to be the owner is THOMAS LEFEBVRE and that does not coincide with the registered owner, being 2627298 ONTARIO INC

No person or party other than the authorized intended user specifically identified herein can rely on this report without first obtaining written authorization from the author(s) of this report. Such authorization is at the discretion of the author(s), and may only be issued with permission from the client of this report. The report is prepared in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP).


Tracey Davies, CRA, P.App  
Tri County Appraisal

# RESIDENTIAL APPRAISAL REPORT

REFERENCE: **22TC0247**

Tri County Appraisal

FILE NO.: **7455**

<b>CLIENT</b>	<b>CLIENT:</b> <u>Value Connect - Draft Report</u>	<b>APPRAISER</b>	<b>AIC MEMBER:</b> <u>Tracey Davies, CRA, P.App</u>	 <b>Appraisal Institute of Canada</b>
	<b>ATTENTION:</b> <u>n/a</u>		<b>COMPANY:</b> <u>Tri County Appraisal</u>	
	<b>ADDRESS:</b> <u>n/a</u>		<b>ADDRESS:</b> <u>Serving Elgin, Oxford, Norfolk, Middlesex, Brant</u>	
	<b>E-MAIL:</b> <u>n/a</u>		<b>E-MAIL:</b> <u>admin@tricityappraisal.ca</u>	
	<b>PHONE:</b> <u>n/a</u> <b>OTHER:</b> _____		<b>PHONE:</b> <u>226-236-1100</u> <b>OTHER:</b> _____	

<b>SUBJECT</b>	<b>PROPERTY ADDRESS:</b> <u>1096 William Street</u> <b>city:</b> <u>London</u> <b>PROVINCE:</b> <u>ON</u> <b>POSTAL CODE:</b> <u>N5Y 2T5</u>
	<b>LEGAL DESCRIPTION:</b> <u>See Attached Addendum</u>
	<b>MUNICIPALITY AND DISTRICT:</b> <u>City of London</u> <b>Source:</b> <u>Geowarehouse</u>
<b>ASSESSMENT:</b> Land \$ _____    Imps \$ _____    Total \$ <u>534,000</u> Assessment Date: <u>Jan 1, 2016</u> Taxes \$ <u>7,413</u> Year <u>2021</u>	
<b>EXISTING USE:</b> <u>Residential Single Family</u> <b>OCCUPIED BY:</b> <u>Owner</u>	

<b>ASSIGNMENT</b>	<b>NAME:</b> <u>THOMAS LEFEBVRE (see legal ownership name later in the report)</u> <b>Name Type:</b> <u>borrower</u>
	<b>PURPOSE:</b> <input checked="" type="checkbox"/> To estimate market value <input type="checkbox"/> To estimate market rent <input type="checkbox"/> _____
	<b>INTENDED USE:</b> <input checked="" type="checkbox"/> First mortgage financing only <input type="checkbox"/> Second mortgage financing only <input type="checkbox"/> Conventional <input type="checkbox"/> _____
	<b>INTENDED USERS (by name):</b> <u>Value Connect - Draft Report</u>
	<b>REQUESTED BY:</b> <input type="checkbox"/> Client above <input checked="" type="checkbox"/> Other <u>Value Connect</u>
	<b>VALUE:</b> <input checked="" type="checkbox"/> Current <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
	<input type="checkbox"/> Update of original report completed on _____ with an effective date of _____ <b>File No.</b> _____
	<b>PROPERTY RIGHTS APPRAISED:</b> <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Condominium/Strata <input type="checkbox"/> _____
	<b>MAINTENANCE FEE (if applicable):</b> \$ <u>n/a</u>
	<b>CONDO/STRATA COMPLEX NAME (if applicable):</b> <u>n/a</u>
<b>IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, see comments) _____	
<b>APPROACHES USED:</b> <input checked="" type="checkbox"/> DIRECT COMPARISON APPROACH <input checked="" type="checkbox"/> COST APPROACH <input type="checkbox"/> INCOME APPROACH	
<b>EXTRAORDINARY ASSUMPTIONS &amp; LIMITING CONDITIONS</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (see attached addendum)	
<b>HYPOTHETICAL CONDITIONS</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (see attached addendum. A hypothetical condition requires an extraordinary assumption)	
<b>JURISDICTIONAL EXCEPTION</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (see attached addendum)	

<b>NEIGHBOURHOOD</b>	<b>NATURE OF DISTRICT:</b> <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> _____		<b>From</b>	<b>To</b>	
	<b>TYPE OF DISTRICT:</b> <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Recreational <input type="checkbox"/> _____	<b>AGE RANGE OF PROPERTIES (years):</b> <u>50</u> <u>100</u>			
	<b>TREND OF DISTRICT:</b> <input type="checkbox"/> Improving <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating <input type="checkbox"/> _____	<b>PRICE RANGE OF PROPERTIES:</b> \$ <u>650,000</u> \$ <u>1,700,000</u>			
	<b>BUILT-UP:</b> <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25 - 75% <input type="checkbox"/> Under 25% <input type="checkbox"/> Rural	<b>MARKET OVERVIEW:</b> Supply: <input type="checkbox"/> High <input type="checkbox"/> Average <input checked="" type="checkbox"/> Low			
	<b>CONFORMITY Age:</b> <input type="checkbox"/> Newer <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Older <input type="checkbox"/> _____	Demand: <input checked="" type="checkbox"/> High <input type="checkbox"/> Average <input type="checkbox"/> Low			
	<b>Condition:</b> <input checked="" type="checkbox"/> Superior <input type="checkbox"/> Similar <input type="checkbox"/> Inferior <input type="checkbox"/> _____	<b>PRICE TRENDS:</b> <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining			
	<b>Size:</b> <input checked="" type="checkbox"/> Larger <input type="checkbox"/> Similar <input type="checkbox"/> Smaller <input type="checkbox"/> _____				
	<b>COMMENTS:</b> <input type="checkbox"/> Detrimental Conditions Observed				
	<u>City of London is in South Western Ontario along the Highway #401 corridor between Toronto and Windsor. The city has a population of approximately 515,000 and has the amenities typical of a larger city including secondary education, hospitals, employment, entertainment and an international airport. The immediate neighbourhood is "Old North" and is between the downtown and the university and follows along the Thames River. It is known for historic homes, large lots, and mature trees. There are many parks and pathways in this area of the City.</u>				

<b>SITE</b>	<b>SITE DIMENSIONS:</b> <u>105.25' x 75'</u>	<b>UTILITIES:</b> <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Sanitary Sewer <input type="checkbox"/> Septic
	<b>LOT SIZE:</b> <u>8008</u> Unit of Measurement <b>Sq.FT</b>	<b>WATER SUPPLY:</b> <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Private Well <input type="checkbox"/> _____
	<b>Source:</b> <u>Geowarehouse - rated low accuracy</u>	<b>FEATURES:</b> <input type="checkbox"/> Gravel Road <input checked="" type="checkbox"/> Paved Road <input type="checkbox"/> Lane <input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Curbs
	<b>TOPOGRAPHY:</b> <u>level</u>	<b>ELECTRICAL:</b> <input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground <input type="checkbox"/> _____
	<b>CONFIGURATION:</b> <u>corner</u>	<b>DRIVEWAY:</b> <input checked="" type="checkbox"/> Private <input type="checkbox"/> Mutual <input type="checkbox"/> None <input type="checkbox"/> Single <input checked="" type="checkbox"/> Double
	<b>ZONING:</b> <u>R1-6</u> <b>Source:</b> <u>zoning map</u>	<b>Surface:</b> <u>paving stones</u>
	<b>OTHER LAND USE CONTROLS (see comments):</b> <u>n/a</u>	<b>PARKING:</b> <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Carport <input checked="" type="checkbox"/> Driveway <input type="checkbox"/> Street
	<b>USE CONFORMS:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (see comments) _____	<b>LANDSCAPING:</b> <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor
	<b>ASSEMBLAGE:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (see comments) _____	<b>CURB APPEAL:</b> <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor
	<b>TITLE SEARCHED:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (see comments and limiting conditions) <u>geowarehouse</u>	

<b>COMMENTS:</b>	<input type="checkbox"/> Detrimental Conditions Observed
<u>The property is in a single family neighbourhood and zoned for single family use. The site is typical in size for the neighbourhood and this neighbourhood has large lots. The driveway has two accessed and it has newer paving stones. The trees are mature and the property is well cared for. The rear yard has a brick courtyard that is showing its age but remains in average condition. There is a patio space, garden shed, and landscaped yard. The owners intend to install an inground pool in 2022. The planned pool has not yet started and was not included in the value estimate.</u>	

# RESIDENTIAL APPRAISAL REPORT

REFERENCE: **22TC0247**

Tri County Appraisal

FILE NO.: **7455**

YEAR BUILT (estimated): <b>1960</b> YEAR OF ADDITIONS: <b>n/a</b> EFFECTIVE AGE: <b>5</b> years REM. ECONOMIC LIFE: <b>55</b> years	PROPERTY TYPE: <b>Single Family Dwelling</b> DESIGN/STYLE: <b>2 Storey</b> CONSTRUCTION: <b>Wood</b> WINDOWS: <b>mostly vinyl</b> BASEMENT: <b>part basement</b> ESTIMATED BASEMENT AREA: <b>1,600</b> <input checked="" type="checkbox"/> Sq. Ft. <input type="checkbox"/> Sq. M. ESTIMATED BASEMENT FINISH: <b>90</b> % FOUNDATION WALLS: <b>concrete block</b>	ROOFING: <b>asphalt shingles</b> Condition: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor <b>2008</b> EXTERIOR FINISH: <b>brick</b> Condition: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor																																																																														
COMMENTS: <b>recently renovated</b>																																																																																
BEDROOMS(#): <b>5</b> Large <b>2</b> Average <b>1</b> Small <b>1</b> BATHROOMS(#): <b>4</b> 2-piece <b>1</b> 3-piece <b>1</b> 4-piece <b>1</b> 5-piece INTERIOR FINISH: <b>Good</b> Drywall <input checked="" type="checkbox"/> <b>Average</b> Plaster <input checked="" type="checkbox"/> <b>Fair</b> Paneling <input type="checkbox"/> Walls: <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Ceilings: <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	CLOSET: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor/None INSULATION: <input checked="" type="checkbox"/> Ceiling <input checked="" type="checkbox"/> Walls <input checked="" type="checkbox"/> Basement <input type="checkbox"/> Crawl Space Info Source: <b>assumption based on age of house</b> PLUMBING LINES: <b>copper abs</b> Info Source: <b>visual</b> FLOOR PLAN: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor BUILT-IN/EXTRA: <input checked="" type="checkbox"/> Stove <input checked="" type="checkbox"/> Oven <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Garburator <input type="checkbox"/> Vacuum <input type="checkbox"/> Security System <input checked="" type="checkbox"/> Fireplace <input type="checkbox"/> Skylight <input type="checkbox"/> Solarium <input type="checkbox"/> HR Ventilator <input checked="" type="checkbox"/> Central Air <input type="checkbox"/> Air Cleaner <input type="checkbox"/> Sauna <input type="checkbox"/> Jetted Tub <input checked="" type="checkbox"/> Garage Opener <input type="checkbox"/> Swimming Pool <input type="checkbox"/>	OVERALL INT. COND: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor																																																																														
FLOORING: <b>ceramic, luxury vinyl,</b> ELECTRICAL: <input type="checkbox"/> Fuses <input checked="" type="checkbox"/> Breakers <b>two panels were visible</b> ESTIMATED RATED CAPACITY OF MAIN PANEL: <b>100</b> amps HEATING SYSTEM: <b>forced air</b> Fuel type: <b>gas</b> WATER HEATER: Type: <b>gas</b>																																																																																
<b>ROOM ALLOCATION</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>LEVEL:</th> <th>ENTRANCE</th> <th>LIVING</th> <th>DINING</th> <th>KITCHEN</th> <th>FAMILY</th> <th>BEDROOMS</th> <th>DEN</th> <th>FULL BATH</th> <th>PART BATH</th> <th>LAUNDRY</th> <th>ROOM TOTAL</th> <th>AREA</th> </tr> </thead> <tbody> <tr> <td>MAIN</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td></td> <td>1</td> <td>1</td> <td></td> <td>2</td> <td></td> <td>5</td> <td>2,100</td> </tr> <tr> <td>SECOND</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>4</td> <td></td> <td>2</td> <td></td> <td></td> <td>4</td> <td>1,200</td> </tr> <tr> <td>THIRD</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ABOVE GRADE TOTALS</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>9</td> <td></td> <td></td> <td></td> <td></td> <td>9</td> <td>3,300</td> </tr> <tr> <td>BASEMENT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td></td> <td>1</td> <td></td> <td>1</td> <td>1</td> <td>1,000</td> </tr> </tbody> </table>			LEVEL:	ENTRANCE	LIVING	DINING	KITCHEN	FAMILY	BEDROOMS	DEN	FULL BATH	PART BATH	LAUNDRY	ROOM TOTAL	AREA	MAIN	1	1	1	1		1	1		2		5	2,100	SECOND						4		2			4	1,200	THIRD													ABOVE GRADE TOTALS						9					9	3,300	BASEMENT						1		1		1	1	1,000
LEVEL:	ENTRANCE	LIVING	DINING	KITCHEN	FAMILY	BEDROOMS	DEN	FULL BATH	PART BATH	LAUNDRY	ROOM TOTAL	AREA																																																																				
MAIN	1	1	1	1		1	1		2		5	2,100																																																																				
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BASEMENT						1		1		1	1	1,000																																																																				
UNIT OF MEASUREMENT: <input checked="" type="checkbox"/> Sq. Ft. <input type="checkbox"/> Sq. M. SOURCE OF MEASUREMENT: <b>Measured/MPAC</b>																																																																																
BASEMENT FINISH: <b>The two storey portion has a full basement with some ceilings lower where the sunken living room is located. The back entry way between the garage and the house is partly on crawl space. The basement square footage is estimated. The basement has a fully finished family room, bedroom, bathroom, and laundry room. The landing and hall way is having new floors installed and is not finished.</b>																																																																																
GARAGES/CARPORT/PARKING FACILITIES: <b>two car attached and paver stone driveway with two accesses from the street</b>																																																																																
SITE IMPROVEMENTS (INCLUDING DECKS, PATIOS, OUTBUILDINGS, LANDSCAPING, etc): <b>court yard, patio, mature trees</b>																																																																																
COMMENTS: <input type="checkbox"/> Detrimental Conditions Observed <input type="checkbox"/> Incomplete Construction (see comments) <b>A high quality and large house in a prestige neighbourhood of homes primarily built in the 1950's to 1970's. The house has no evidence of physical deterioration and has been extensively renovated with modern and high quality materials. There are some original elements remaining for architectural interest purposes</b>  <b>The foyer has 20' ceilings +/- and open staircase above with mezzanine walkway. The main floor has a home office off the foyer and a 2pc washroom, well suited to home occupation use. The main living area has a new and large kitchen with high quality cabinets, quartz counters, built in appliances, island, butlers side bar counter and open to the dining room. The sunken living room has a wood burning fireplace that is double sided to the guest bedroom on the other side.</b>  <b>The 2nd floor has 3 large bedrooms and 1 average sized bedroom. The primary bedroom has a large and newly renovated ensuite bath with separate shower and double sinks. The family bathroom is also newly renovated and has a combination tub/shower.</b>																																																																																

IMPROVEMENTS



RESIDENTIAL APPRAISAL REPORT

REFERENCE: 22TC0247

Tri County Appraisal

FILE NO.: 7455

LAND VALUE AS IF VACANT:  N/A \$ 600,000 SOURCE OF DATA: MLS Comment: very few lots are sold on the open market. The value estimate is based on the sales that are available but none were in this neighbourhood

EXISTING USE: Residential Single Family

HIGHEST AND BEST USE OF THE LAND AS IF VACANT:  Residential  Other

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED:  Existing Residential Use  Other

ANALYSES AND COMMENTS: There are 4 criteria to be considered when estimating the highest and best use of a property; legal permissibility, physical possibility, financial feasibility, and maximum profitability. The subject is a single family residential property, zoning permits single family residential use and there is a demand for residential in the area and is the most profitable use of the site. Therefore, the subject's highest and best use as improved and as if vacant is single family residential

SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Description	\$ Adjustment	Description	\$ Adjustment	Description	\$ Adjustment
1096 William Street London, ON N5Y 2T5	32 Mayfair London, ON N6A 2M6		89 Bloomfield Drive London, ON N6P 1P4		2138 Wallingford Ave London, ON N6G 0E6	
DATA SOURCE	MLS	MLS	MLS		MLS	
DATE OF SALE	Apr 30, 2018	Mar 3, 2022	Feb 11, 2022	20,000	Feb 19, 2022	20,000
SALE PRICE	\$ 665,000	\$ 1,735,000	\$ 1,575,000		\$ 1,675,000	
DAYS ON MARKET	n/a	24	19		8	
List Price (\$)	n/a	\$1,789,900	\$1,599,000		\$1,525,000	
Distance (km)	n/a					
LOCATION	Old North	Broughdale	Sherwood	-50,000	Sunningdale	-75,000
SITE DIMENSIONS/LOT SIZE	8008 Sq.FT	12373 sq.ft. -100,000	11086 sq.ft. -100,000		9000 sq.ft.	
BUILDING TYPE	Detached	Detached	Detached		Detached	
DESIGN/STYLE	2 Storey	2 storey	2 storey		2 storey	
AGE/CONDITION	62 good	82 good	64 good		2022 good	-100,000
LIVABLE FLOOR AREA	3300 Sq.Ft.	3000 Sq.Ft.	2200 Sq.Ft. 100,000		3070 sq.ft.	
ROOM COUNT	Total Rooms 9 Bdrms 5	Total Rooms 9 Bdrms 4	Total Rooms 7 Bdrms 3		Total Rooms 8 Bdrms 4	
BATHROOMS	2F 2H	2F 1H	2F 1H		3F 1H	
BASEMENT	fam/bed/3pc	gym 25,000	kit/bed/4pc -15,000		full / unfinished 40,000	
PARKING FACILITIES	2 car attached	2 car detached	2 car attached		2 car attached	
exterior features	patio/balcony	patio/balcony	veranda/patio		deck 15,000	
Measure Source	measure/MPAC	MLS	MLS		MLS	
Price per SqFt	n/a	\$578/sq.ft.	\$716/sq.ft.		\$545/sq.ft.	
ADJUSTMENTS (Gross%, Net%, Dollar)		7.2 % -4.3 % \$ 75,000	18.1 % -2.9 % \$ 45,000		14.9 % -6.0 % \$ 100,000	
ADJUSTED VALUES		\$ 1,660,000	\$ 1,530,000		\$ 1,575,000	

ANALYSES AND COMMENTS:

The subject is a 62 year old house that is renovated and in good condition. MLS market data from the previous 60 days was used for the direct comparison analysis. The market is experiencing inflation and only the most recent transactions are included in this analysis as estimating the time adjustments would result in high dollar adjustments. Comparable properties sold both above and below asking price with a market exposure between 8 and 24 days which suggests a seller's market. MLS statistical analysis supports an inflationary market, therefore a time/inflation adjustment is warranted for less recent sales.

The subject is in a high priced neighbourhood of older houses and there were no other recent sales in the immediate neighbourhood. Sales 2 & 3 are in similar aged neighbourhoods. Statistical analysis indicates the Old North, Broughdale, and Sherwood neighbourhoods have similar market appeal and therefore no location adjustment was warranted. Sale #3 is in Sunningdale and is in a new and fast growing neighbourhood of high value homes with Golf Course influence. A locational adjustment is warranted for sale #3.

Sale #1 is the most similar sale. Upward adjustment was warranted because the subject has more finished space in the basement. Downward adjustment was warranted because the subject lot is smaller. The curb appeal, square footage, and renovation condition are similar between the two properties.

Sale #2 is a renovated house of similar age and quality but is on a larger lot and backs onto green space.

Sale #3 is a new house, warranting an age adjustment and this property is in a higher priced area that backs onto golf course.

ESTIMATED VALUE BY THE DIRECT COMPARISON APPROACH (rounded): \$ 1,600,000

# RESIDENTIAL APPRAISAL REPORT

REFERENCE: **22TC0247** Tri County Appraisal FILE NO.: **7455**

<b>SALES HISTORY</b>	SUBJECT SOLD WITHIN 3 YEARS OF EFFECTIVE DATE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	ANALYSES OF SALE TRANSFER HISTORY: (minimum of three years) <b>NOTE: The applicant name on the order sheet is not the same as the registered owner</b> <b>Apr 30, 2018 \$665,000 Transfer Under Power of Sale (Grant) 2627298 ONTARIO INC.;</b> <b>Oct 15, 2010 \$565,000 Transfer BOWLER, WILLIAM BLAKE;</b>
<b>EXPOSURE TIME</b>	SUBJECT LISTED WITHIN 1 YEAR OF EFFECTIVE DATE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <span style="float: right;">SUBJECT CURRENTLY LISTED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</span>
	ANALYSES OF AGREEMENTS FOR SALE, OPTIONS, LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year) <b>MLS #40063376 in Feb 2021 and on the market for 86 days at \$1,199,000</b> <b>MLS #270303 in Sept, 2020 and on the market for 90 days with a list price of \$1,290,000 and a starting list price of \$1,470,000</b>
<b>RECONCILIATION AND FINAL VALUE</b>	ANALYSES OF REASONABLE EXPOSURE TIME: <b>The definition of exposure time: The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date of the appraisal. The real estate market in the area and region has been experiencing a time of low inventory and high demand. MLS statistics for days-on-market in this region are consistently 10 to 15 days. The comparable sales researched for this report were on the market for 8 days to 24 days and support the MLS statistics. The appraisal assumes the subject property was on the market for 14 days prior to the effective date, was marketed on the MLS system with appropriate marketing and had a competitive list price.</b>
	RECONCILIATION AND FINAL ESTIMATE OF VALUE: <b>The value estimate employed the direct sales comparison approach and the cost approach. The cost approach is a less reliable method of valuation due to the difficulty in estimating replacement costs and land values as building lots are rarely sold on the open market. Nevertheless, the cost approach does support the sales comparison method. The subject is a residential property and the income approach is not an appropriate valuation method. The comparable sales used in this report are the most recent and most appropriate for comparison.</b>
<b>DEFINITIONS</b>	<b>UPON REVIEWING AND RECONCILING THE DATA, ANALYSES AND CONCLUSIONS OF EACH VALUATION APPROACH, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY</b> <b>AS AT <u>Mar 15, 2022</u> (Effective Date of the Appraisal) IS ESTIMATED AT \$ <u>1,600,000</u> COMPLETED ON <u>Mar 17, 2022</u> (Date of Report)</b> <b>AS SET OUT ELSEWHERE IN THIS REPORT, THIS REPORT IS SUBJECT TO ASSUMPTIONS AND LIMITING CONDITIONS, THE VERIFICATION OF WHICH IS OUTSIDE THE SCOPE OF THIS REPORT.</b>
	<b>DEFINITION OF MARKET VALUE:</b> The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. (Appraisal of Real Estate, Third Canadian Edition, 2010) Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.  <b>DEFINITION OF MARKET RENT</b> (if applicable): The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (International Valuation Standards 2017)  <b>DEFINITION OF HIGHEST AND BEST USE:</b> The reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, maximally productive and that results in the highest value. (CUSPAP 2018) N/A
<b>SCOPE</b>	The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analyses to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analyses, describe relevant procedures and reasoning details supporting the analyses, and provide the reason for the exclusion of any usual valuation procedures.  The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a "form" report.  The specific tasks and items necessary to complete this assignment include a summary of the following:
	<ol style="list-style-type: none"> <li>1. assembly and analyses of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal;</li> <li>2. a site visit and observation of the subject property and the surrounding area;</li> <li>3. assembly and analyses of pertinent economic and market data;</li> <li>4. an analyses of land use controls pertaining to the subject property;</li> <li>5. an analyses of Highest and Best Use, or most probable use;</li> <li>6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value;</li> <li>7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and</li> <li>8. reconciliation of the collected data into an estimate of the market value or the market value range as at the effective date of the appraisal.</li> </ol> All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format.  Other: <b>See Attached Addendum</b>

RESIDENTIAL APPRAISAL REPORT

REFERENCE: 22TC0247

Tri County Appraisal

FILE NO.: 7455

The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") and the following conditions:
1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein.
2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s).
3. The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it.
4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser.
5. No survey of the property has been made.
6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand.
7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.)
8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either.
9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable.
10. The term "inspection" refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection.
11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner.
12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body.
13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report.
14. This report, its content and all attachments/addendums and their content are the property of the author.
15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file.
16. This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing.
17. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law.

I certify that, to the best of my knowledge and belief that:
1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
3. I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict of with respect to the parties involved with this assignment;
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
5. My engagement in and compensation is not contingent upon developing or reporting predetermined results, the amount of value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
6. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
7. I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
8. [X] No one has provided professional assistance to the members(s) signing this report;
9. As of the date of this report the undersigned has fulfilled the requirements of the Appraisal Institute of Canada (AIC)'s Continuing Professional Development Program;
10. The undersigned is a member/are all members in good standing of the Appraisal Institute of Canada. Where applicable this report is co-signed in compliance with CUSPAP. Where a report bears two signatures, both the signing appraiser and co-signing appraiser assume full responsibility for this report.

PROPERTY IDENTIFICATION
ADDRESS: 1096 William Street CITY: London PROVINCE: ON POSTAL CODE: N5Y 2T5
LEGAL DESCRIPTION: See Attached Addendum

BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTY DESCRIBED,
AS AT Mar 15, 2022 (Effective date of the appraisal) IS ESTIMATED AT \$ 1,600,000 [X] As Is [ ] As If Complete
AS SET OUT ELSEWHERE IN THIS REPORT, THIS REPORT IS SUBJECT TO CERTAIN ASSUMPTIONS AND LIMITING CONDITIONS, THE VERIFICATION OF WHICH IS OUTSIDE THE SCOPE OF THIS REPORT


APPRAISER: Tracey Davies, CRA, P.App
CO-SIGNING AIC APPRAISER (If applicable)
SIGNATURE:
NAME:
AIC DESIGNATION/STATUS: [ ] Candidate Member [X] CRA, P.App [ ] AACI, P.App Membership # 263700
DATE OF REPORT/DATE SIGNED: Mar 17, 2022
PERSONALLY INSPECTED THE SUBJECT PROPERTY: [X] YES [ ] NO
DATE OF INSPECTION: Mar 15, 2022
LICENSE INFO: (where applicable)
NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.
SOURCE OF DIGITAL SIGNATURE SECURITY: Tri County Appraisal
ATTACHMENTS AND ADDENDA: [ ] ADDITIONAL SALES [ ] EXTRAORDINARY ASSUMPTIONS/LIMITING CONDITIONS [ ] NARRATIVE [X] PHOTOGRAPHS [ ] BUILDING SKETCH [ ] PROGRESS INSPECTION
[X] MAPS [X] COST APPROACH [ ] INCOME APPROACH [ ] MARKET RENT [X] SCOPE OF WORK [ ] LIMITED USES/LIMITED DETRIMENTAL CONDITIONS [ ]

**COST APPROACH ADDENDUM**

REFERENCE: **22TC0247**

Tri County Appraisal

FILE NO.: **7455**

<b>CLIENT</b>	<b>CLIENT:</b> Value Connect - Draft Report	<b>APPRAISER</b>	<b>AIC MEMBER:</b> Tracey Davies, CRA, P.App	 Appraisal Institute of Canada
	<b>ATTENTION:</b> n/a		<b>COMPANY:</b> Tri County Appraisal	
	<b>ADDRESS:</b> n/a		<b>ADDRESS:</b> Serving Elgin, Oxford, Norfolk, Middlesex, Brant www.tricountyappraisal.ca	
	<b>E-MAIL:</b> n/a		<b>E-MAIL:</b> admin@tricountyappraisal.ca	
	<b>PHONE:</b> n/a		<b>PHONE:</b> 226-236-1100	
	<b>OTHER:</b>		<b>OTHER:</b>	

**PROPERTY ADDRESS:** 1096 William Street

**LAND VALUE** \_\_\_\_\_ **SOURCE OF DATA** MLS \$ 600,000

SOURCE OF COST DATA:  MANUAL  CONTRACTOR  \_\_\_\_\_

BUILDING COST:  Sq. Ft.  Sq. M.

		@ \$	\$	ESTIMATED COST NEW	\$	DEPRECIATED COST	\$
Livable floor Area (above grade)	3,300		\$ 315.00	\$ 1,039,500			
Basement	1,600		\$ 45.00	\$ 72,000			
Garages/Carports	750		\$ 45.00	\$ 33,750			
OTHER EXTRAS INCLUDING SITE IMPROVEMENTS, LANDSCAPING, ETC							
<b>Driveway</b>				\$ 12,000			
<b>Patio/Balcony/Courtyard</b>				\$ 30,000			
<b>TOTAL REPLACEMENT COST</b>				\$ 1,187,250			
<b>ACCRUED DEPRECIATION:</b>							
			8.0 %	\$ 94,980		\$ 1,092,270	
<b>DEPRECIATED VALUE OF THE IMPROVEMENTS</b>						\$ 1,092,270	
						\$ 1,692,270	
<b>ESTIMATED VALUE BY THE COST APPROACH</b> (rounded)						\$ 1,692,000	

**COST APPROACH**

NOTE: Unless otherwise noted the construction cost estimates contained herein were not prepared for insurance purposes and are invalid for that use. The Cost Approach is not applicable when appraising individual strata/condominium type dwelling units

ANALYSES/COMMENTS: **The cost approach is a less reliable method of valuation due to lack of sales data for land values, difficulty in estimating replacement costs and difficulty in estimating depreciation from all causes; physical, functional and economic.**


**The cost approach is used as support for the sales comparison method. The effective age, remaining economic life and estimated accrued depreciation reflect the markets reaction to the age, floor plan, style, functional deficiencies, super adequacies, and condition of the home. The effective age is rarely synonymous with the actual age.**

## INCOME APPROACH ADDENDUM

REFERENCE: 22TC0247

Tri County Appraisal

FILE NO.: 7455

<b>CLIENT</b>	<b>CLIENT:</b> Value Connect - Draft Report	<b>AIC MEMBER:</b> Tracey Davies, CRA, P.App	 Appraisal Institute of Canada
	<b>ATTENTION:</b> n/a	<b>COMPANY:</b> Tri County Appraisal	
	<b>ADDRESS:</b> n/a	<b>ADDRESS:</b> Serving Elgin, Oxford, Norfolk, Middlesex, Brant	
	<b>E-MAIL:</b> n/a	<b>E-MAIL:</b> admin@tricityappraisal.ca	
	<b>PHONE:</b> n/a	<b>PHONE:</b> 226-236-1100	
	<b>OTHER:</b>	<b>OTHER:</b>	

**PROPERTY ADDRESS:** 1096 William Street

**SERVICES AND AMENITIES INCLUDED IN THE RENT:**

<input type="checkbox"/> ELECTRICITY	<input type="checkbox"/> GARBAGE COLLECTION	<input type="checkbox"/> PARKING	<input type="checkbox"/> WATER LEVIES	<input type="checkbox"/> REFRIGERATOR	<input type="checkbox"/> STOVE
<input type="checkbox"/> HOT WATER	<input type="checkbox"/> CABLE TV / SATELLITE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**INCOME:** LEASES VERIFIED  YES  NO  SQ. FT.  SQ. M.

FLOOR	NO. OF UNITS	NO. OF BDRMS	NET FLOOR AREA	MONTHLY RENT—PER UNIT		ANNUAL SQ.M. OR FT.	TOTAL MONTHLY	TOTAL ANNUALLY
				ACTUAL	ECONOMIC			
				\$	\$			

LAUNDRY _____ UNITS X \$ _____ X 12 MONTHS = _____	TOTAL	\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

EXPENSES:	ANNUALIZED AMOUNTS			% OF GROSS INCOME
	TOTAL	PER UNIT	SQ.FT. OR SQ.M.	
TAXES: MUNICIPAL				
SCHOOL				
OTHER				
INSURANCE				
HEATING				
WATER				
ELECTRICITY				
GAS OR FUEL OIL				
JANITORIAL				
REPAIRS AND MAINTENANCE				
PAINTING AND DECORATING				
RESERVE				
ELEVATOR MAINTENANCE				
PROPERTY MANAGEMENT				
GARBAGE COLLECTION				

**TOTAL EXPENSES**

**NET INCOME**

**CAPITALIZATION**      NET INCOME \$ \_\_\_\_\_ ÷ CAPITALIZATION RATE \_\_\_\_\_ % =  
ESTIMATED VALUE BY THE INCOME APPROACH (rounded) \$

**ANALYSES/COMMENTS:** N/A

**ADDENDUM**

Borrower: THOMAS LEFEBVRE	File No.: 7455	70
Property Address: 1096 William Street	Case No.: 22TC0247	
City: London	Province: ON	Postal Code: N5Y 2T5
Lender: Value Connect - Draft Report		

**Legal Description**

PART LOTS 26 & 27 PLAN 276(E) AS IN LC127876, LC116474; AND AS IN LC92652 EXCEPT LC96136; SUBJECT TO LC92653, LC84026, LC116474; "DESCRIPTION IN LC92652 MAY NOT BE ACCEPTABLE IN FUTURE" LONDON

**Additional Scope of Appraisal Items**

Building permits were not investigated. The registry records were not researched.

Contents of the workfile are available upon request.

The appraiser obtains information and measurements from a variety of sources including, but not limited to; MLS records, GeoWarehouse records, surveys, on site measurements, aerial photography, online data, and Tri County Appraisal data. Building permits were not investigated. The registry records were not researched. Contents of the workfile are available upon request.

Inspection: We inspected the exterior of the property on March 15, 2022, accompanied by the owner. Our identification of the property also involved a review of mapping prepared by the local municipality. The photographs appended were taken by the appraiser on the day of the site visit and permission for photos was granted by the home owner

Type of Analysis: The approaches as applied to our report were investigated as to their relevance to this assignment, including a review of market data necessary to properly apply these approaches. In this regard the Direct Comparison and Cost Approach have been applied and later reconciled to a final estimate of value.

Data Research: We received our instructions from Value Connect, who provided information on the property. No specific instructions for any individual lender were provided as the lender is not yet decided upon. Publications produced by the City of London provided information on applicable land use controls. The market evidence relied upon was sourced from the Ontario Collection MLS through the LSTAR Real Estate Board. There could be properties marketed on the Toronto Real Estate Board that are not shared with the Regional MLS system. The Geowarehouse service provided information on the state of title.

**Audits and Technical Investigations:**

We did not complete technical investigations such as:

- Detailed inspections or engineering review of the structure, roof or mechanical systems;
- An environmental review of the property;
- A site or building survey;
- Investigations into the bearing qualities of the soils

Verification of Third Party Information: The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we believed to be correct. The mandate for the appraisal did not require a report prepared to the standard appropriate for court purposes or for arbitration, so we did not fully document or confirm all information herein.

Appraiser: \_\_\_\_\_ Supervisory Appraiser: \_\_\_\_\_  
 Name: Tracey Davies, CRA, P.App \_\_\_\_\_ Name: \_\_\_\_\_

Borrower: THOMAS LEFEBVRE	File No.: 7455	71
Property Address: 1096 William Street	Case No.: 22TC0247	
City: London	Prov.: ON	P.C.: N5Y 2T5
Lender: Value Connect - Draft Report		



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: March 15, 2022  
Appraised Value: \$ 1,600,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

Borrower: THOMAS LEFEBVRE	File No.: 7455	72
Property Address: 1096 William Street	Case No.: 22TC0247	
City: London	Prov.: ON	P.C.: N5Y 2T5
Lender: Value Connect - Draft Report		



**Kitchen**

Comment:



**Living Area**

Description:

Comment:



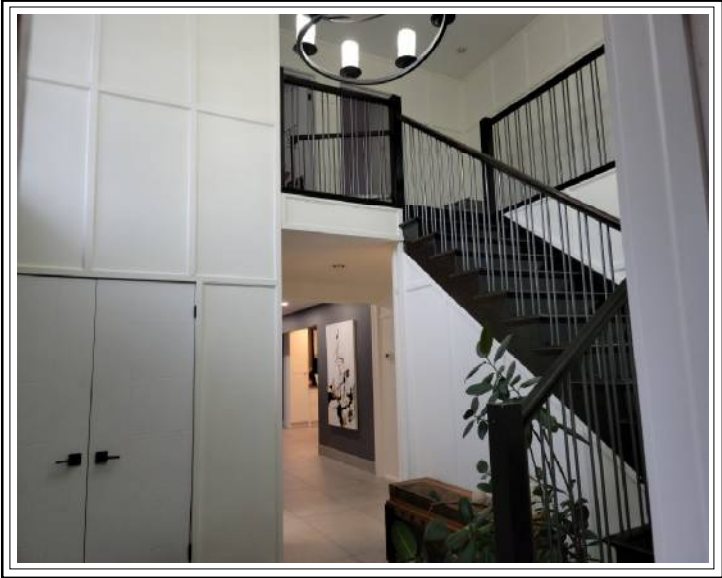
**Bathroom**

Description:

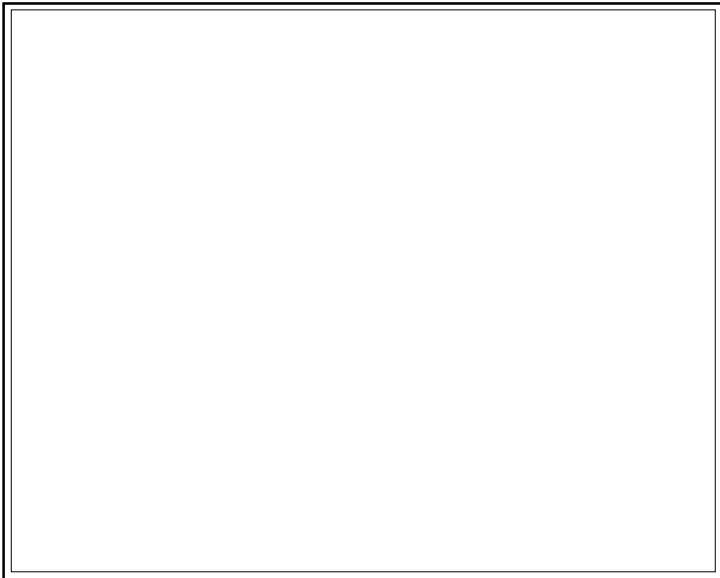
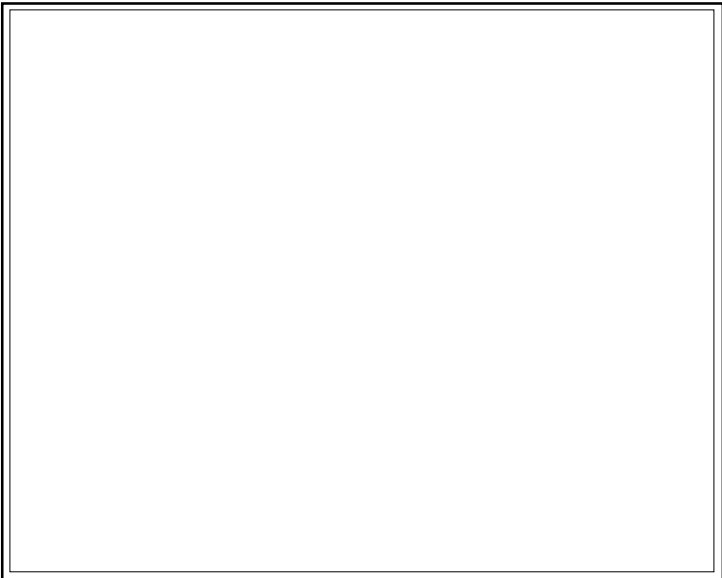
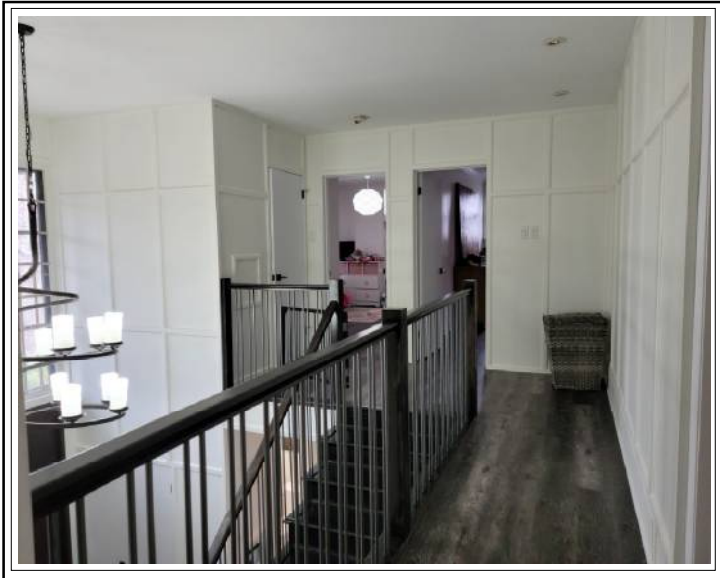
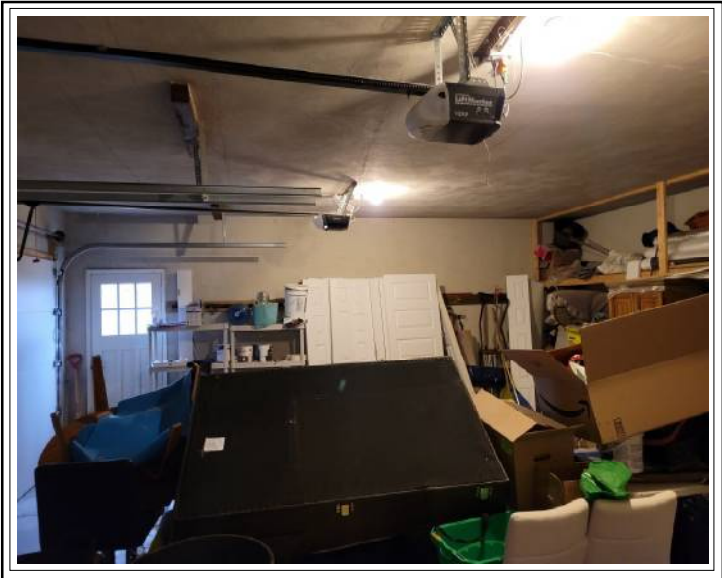
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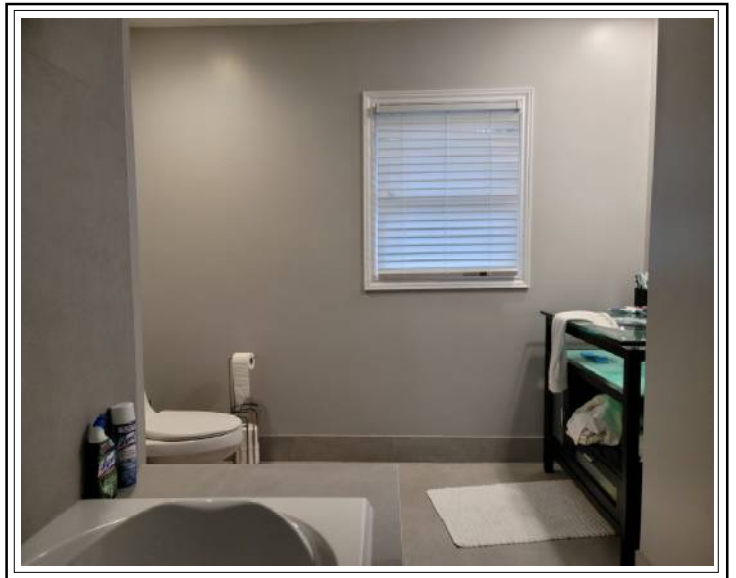
Borrower: THOMAS LEFEBVRE	File No.: 7455	73
Property Address: 1096 William Street	Case No.: 22TC0247	
City: London	Prov.: ON	P.C.: N5Y 2T5
Lender: Value Connect - Draft Report		



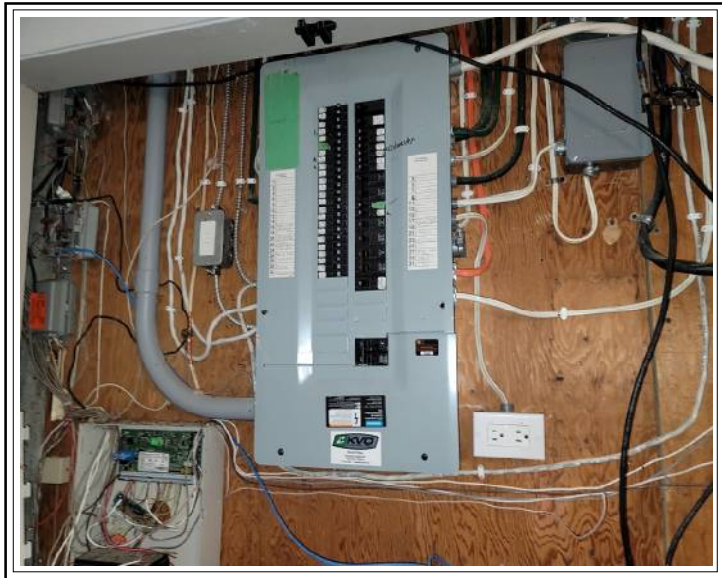
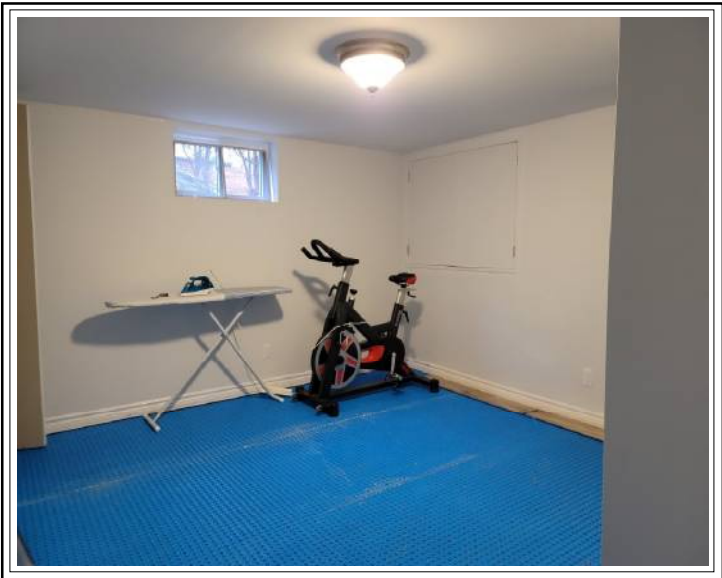
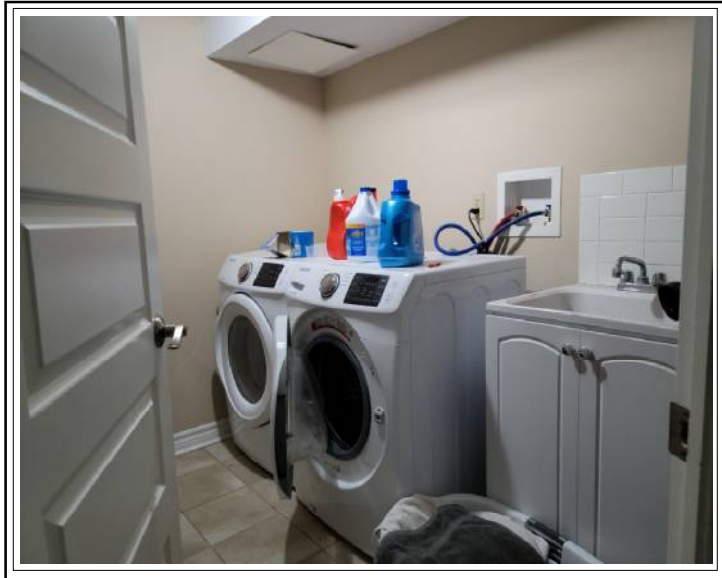
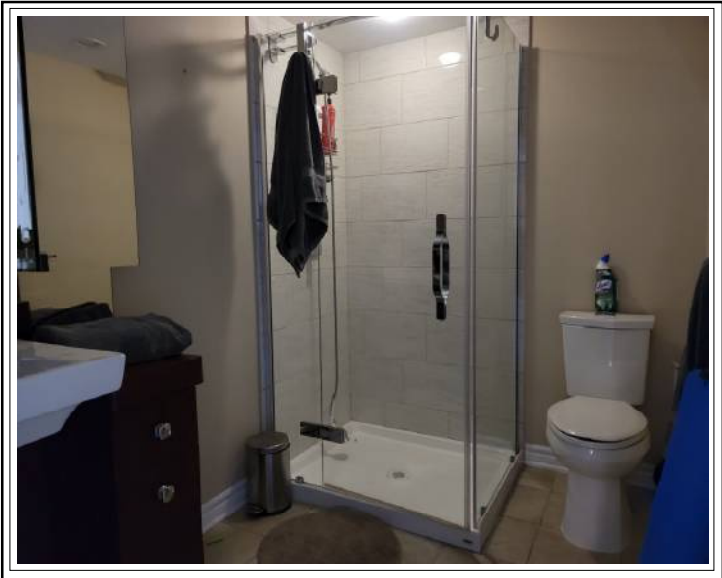
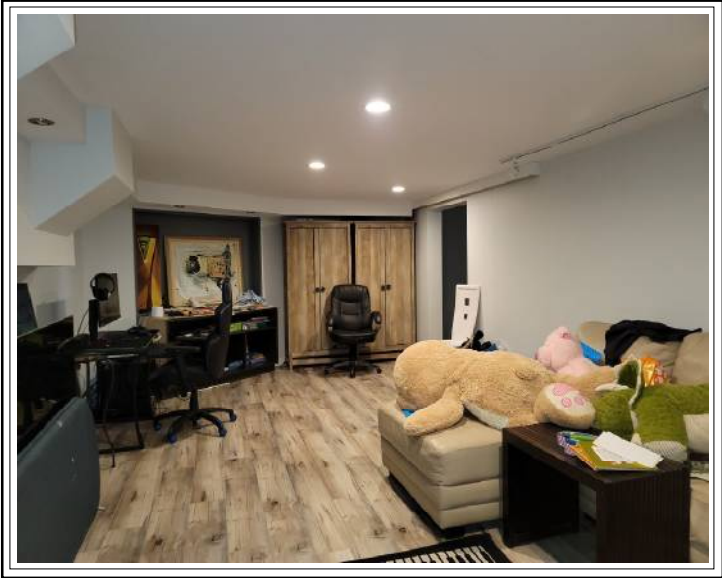
Borrower: THOMAS LEFEBVRE	File No.: 7455	74
Property Address: 1096 William Street	Case No.: 22TC0247	
City: London	Prov.: ON	P.C.: N5Y 2T5
Lender: Value Connect - Draft Report		



Borrower: THOMAS LEFEBVRE	File No.: 7455	75
Property Address: 1096 William Street	Case No.: 22TC0247	
City: London	Prov.: ON	P.C.: N5Y 2T5
Lender: Value Connect - Draft Report		



Borrower: THOMAS LEFEBVRE	File No.: 7455	76
Property Address: 1096 William Street	Case No.: 22TC0247	
City: London	Prov.: ON	P.C.: N5Y 2T5
Lender: Value Connect - Draft Report		



Borrower: THOMAS LEFEBVRE	File No.: 7455	77
Property Address: 1096 William Street	Case No.: 22TC0247	
City: London	Prov.: ON	P.C.: N5Y 2T5
Lender: Value Connect - Draft Report		



**COMPARABLE SALE #1**

32 Mayfair  
 London, ON N6A 2M6  
 Sale Date: Mar 3, 2022  
 Sale Price: \$ 1,735,000



**COMPARABLE SALE #2**

89 Bloomfield Drive  
 London, ON N6P 1P4  
 Sale Date: Feb 11, 2022  
 Sale Price: \$ 1,575,000



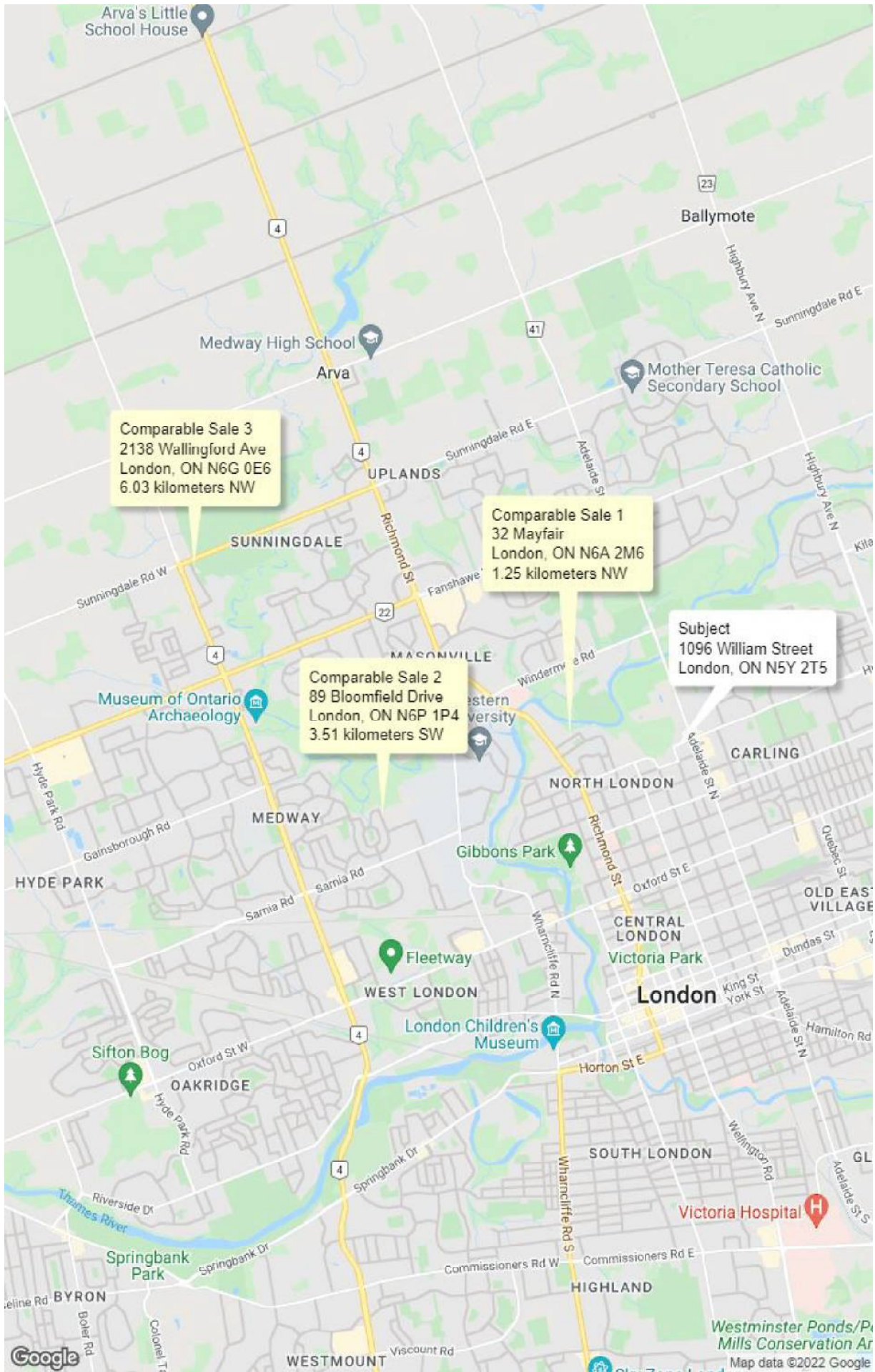
**COMPARABLE SALE #3**

2138 Wallingford Ave  
 London, ON N6G 0E6  
 Sale Date: Feb 19, 2022  
 Sale Price: \$ \$1,675,000



LOCATION MAP

Borrower: THOMAS LEFEBVRE	File No.: 7455
Property Address: 1096 William Street	Case No.: 22TC0247
City: London	Prov.: ON
Lender: Value Connect - Draft Report	P.C.: N5Y 2T5



Tri County Appraisal

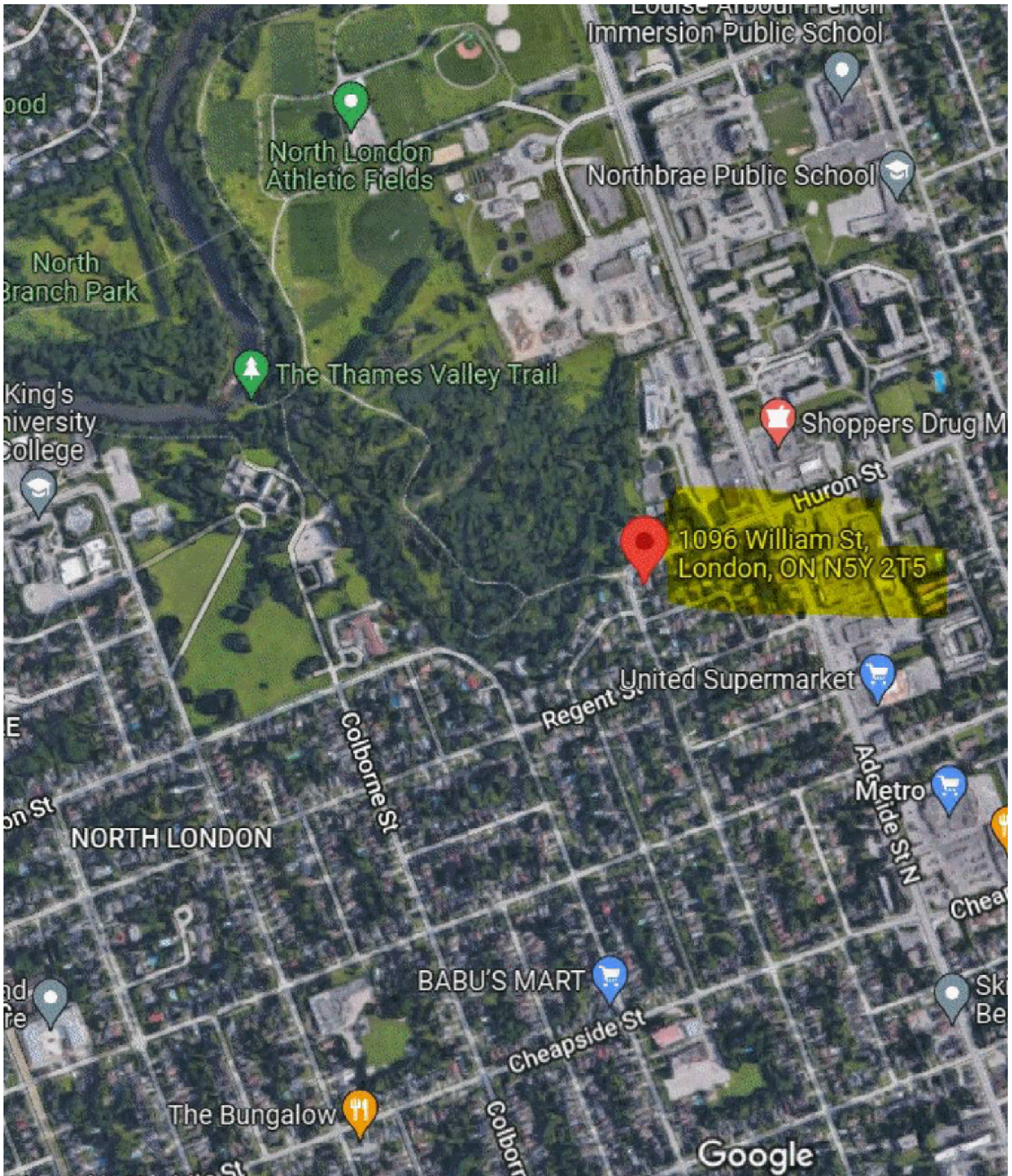
PLOT MAP

Borrower: THOMAS LEFEBVRE	File No.: 7455
Property Address: 1096 William Street	Case No.: 22TC0247
City: London	Prov.: ON
Lender: Value Connect - Draft Report	P.C.: N5Y 2T5



AERIAL MAP

Borrower: THOMAS LEFEBVRE	File No.: 7455
Property Address: 1096 William Street	Case No.: 22TC0247
City: London	Prov.: ON
Lender: Value Connect - Draft Report	P.C.: N5Y 2T5





Zoning Map

Borrower: THOMAS LEFEBVRE	File No.: 7455
Property Address: 1096 William Street	Case No.: 22TC0247
City: London	Prov.: ON
Lender: Value Connect - Draft Report	P.C.: N5Y 2T5



This is Exhibit "G" referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

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Commissioner for Taking Affidavits, etc.

Judy Hamilton

COURT FILE NO. CV-22-00001763-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Between:

**COMPUTERSHARE TRUST COMPANY OF  
CANADA**

Plaintiff

- and-

**2627298 ONTARIO INC. and THOMAS LEFEBVRE**

Defendants

**MINUTES OF SETTLEMENT**


The Plaintiff **COMPUTERSHARE TRUST COMPANY OF CANADA**, the Defendants **2627298 ONTARIO INC.** and **THOMAS LEFEBVRE**, and the Occupant of 1096 William St. London, **LOREDANA ONESAN**,

**DO HEREBY AGREE TO SETTLE THIS ACTION ON THE FOLLOWIING TERMS:**

1. Loredana Onesan agrees to guarantee of the debt owed to Computershare/Equityline on both the first and second mortgages on 1096 William St. London. She will sign a guarantee in the same/similar form as currently exists for Lefebvre. It shall be supported by ILA from a lawyer of her choice. This shall be provided to plaintiff's counsel by Friday of this week (the guarantee document to be provided later today/early tomorrow).
2. Judgment to issue on the motion, in this action, for \$1065974.18 as of August 1, 2023, post judgment interest at 6.99% per annum, possession of 1096 William St. and leave to issue a writ of possession. Costs of \$53000.
3. As this is on consent, there shall be and can be no appeal.

4. Onesan/262/Lefebvre to pay \$25,000 to **Equityline Services Corp.** to be applied on account of the first mortgage debt, by Friday of this week. The funds should be sent directly to it.
5. Onesan/262/Lefebvre to pay \$8500 per month to Equityline Services Corp. to be applied on account of the first mortgage debt on September 1, October 1, November 1, to be paid on their behalf by Refcio and Associates in trust, by cheques or wire transfers to Equityline Services Corp. There is a 48 hour forgiveness/forbearance for default on these, but Equityline must be notified prior to any default.
6. Writ of possession to issue. It may be filed with the London sheriff at any time, but Plaintiff/Equityline will not direct enforcement until there is default in any of the payments above, or non-delivery of the guarantee. In the event of default, writ of possession shall be exercised/enforced. No further indulgence is to be given.
7. The first and second mortgages remain open for redemption, and both must be redeemed/paid out. Statements will be provided at the time on request. These statements will include further legal fees including those of Terry Walman for the second mortgage, and for a Notice of Sale, etc. Also further legal fees as incurred in connection with this matter. Also the Equityline standard discharge fees for both mortgages will be payable.
8. If both mortgages are not paid out in full and discharged within 90 days of this date, the writ of possession shall be exercised. To be clear, the writ of possession will be exercised no later than November 15, 2023 (subject to the sheriff's schedule) if the mortgages are not paid out in full.

Executed on behalf of the Defendants and Loredana Onesan at London, Ontario  
this 14th day of August, 2023 by their lawyers Refcio & Associates per:




---

Will Chapman/Rod Refcio

Executed on behalf of Computershare Trust Company of Canada and Equityline  
MIC at Toronto, Ontario this 14th day of August , 2023 by their lawyers Glenn E.

Cohen PC per:



---

Glenn Cohen

COURT FILE NO. CV-22-00001763-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

COMPUTERSHARE TRUST COMPANY OF CANADA

PLAINTIFF

- and -

2627298 ONTARIO INC. and THOMAS LEFEBVRE

DEFENDANTS



JUDGMENT

On reading the Statement of Claim in this action and the proof of service of the Statement of Claim on the Defendants, **2627298 ONTARIO INC. and THOMAS LEFEBVRE** filed, and the Defendants, **2627298 ONTARIO INC. and THOMAS LEFEBVRE**, having been noted in default,

1. **IT IS ORDERED AND ADJUDGED** that the Defendants, **2627298 ONTARIO INC. and THOMAS LEFEBVRE**, pay to the Plaintiff the sum of **\$1,037,643.27**.
2. **IT IS ORDERED AND ADJUDGED** that the Defendants, **2627298 ONTARIO INC. and THOMAS LEFEBVRE**, deliver to the Plaintiff possession of the lands described in Schedule "A" attached.

This Judgment bears interest at the rate of 6.99% percent per year from its date.

DATE: March 17, , 2023.

---

Local Registrar  
Address of Court Office:  
Middlesex County, West Region  
80 Dundas Street  
London, Ontario, N6A 6B3

- 2 -

**SCHEDULE "A"**

**PIN NO.: 12458 - 0064 (LT)**

PART LOTS 26 & 27 PLAN 276(E) AS IN LC127876, LC116474; AND AS IN LC92652 EXCEPT LC96136; SUBJECT TO LC92653, LC84026, LC116474; "DESCRIPTION IN LC92652 MAY NOT BE ACCEPTABLE IN FUTURE" LONDON

Municipally known as: **1096 WILLIAM STREET, LONDON, ONTARIO, N5Y 2T5**

COURT FILE NO. CV-22-00001763-0000

**COMPUTERSHARE TRUST COMPANY OF CANADA** - and - **2627298 ONTARIO INC. and THOMAS LEFEBVRE**  
PLAINTIFF DEFENDANTS

**ONTARIO SUPERIOR COURT OF JUSTICE**

Proceedings commenced at  
**LONDON**

**JUDGMENT**

**TERRY M. WALMAN, ESQ.**  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario M5R 2A7  
TEL (416) 961-0001 Ext. 101  
FAX (416) 961-5329  
EMAIL: [terrywalman.com](mailto:terrywalman.com)  
FILE NO.: 22-10026/mw

Solicitor for the Plaintiff  
LSUC NO. 23931E



COURT FILE NO. CV-22-00001761-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

**COMPUTERSHARE TRUST COMPANY OF CANADA**

**PLAINTIFF**

- and -

**2627298 ONTARIO INC. and THOMAS LEFEBVRE**

**DEFENDANTS**



**JUDGMENT**

On reading the Statement of Claim in this action and the proof of service of the Statement of Claim on the Defendants, **2627298 ONTARIO INC. and THOMAS LEFEBVRE** filed, and the Defendants, **2627298 ONTARIO INC. and THOMAS LEFEBVRE**, having been noted in default,

1. **IT IS ORDERED AND ADJUDGED** that the Defendants, **2627298 ONTARIO INC. and THOMAS LEFEBVRE**, pay to the Plaintiff the sum of **\$296,661.80**.
2. **IT IS ORDERED AND ADJUDGED** that the Defendants, **2627298 ONTARIO INC. and THOMAS LEFEBVRE**, deliver to the Plaintiff possession of the lands described in Schedule "A" attached.

This Judgment bears interest at the rate of 11.00% percent per year from its date.

DATE: March 17 , 2023.

---

Local Registrar  
Address of Court Office:  
Middlesex County, West Region  
80 Dundas Street  
London, Ontario, N6A 6B3

- 2 -

**SCHEDULE "A"**

**PIN NO.: 12458 - 0064 (LT)**

**PART LOTS 26 & 27 PLAN 276(E) AS IN LC127876, LC116474; AND AS IN LC92652 EXCEPT LC96136; SUBJECT TO LC92653, LC84026, LC116474; "DESCRIPTION IN LC92652 MAY NOT BE ACCEPTABLE IN FUTURE" LONDON**

**Municipally known as: 1096 WILLIAM STREET, LONDON, ONTARIO, N5Y 2T5**

COURT FILE NO. CV-22-00001761-0000

COMPUTERSHARE TRUST COMPANY OF CANADA - and -  
PLAINTIFF

2627298 ONTARIO INC. and THOMAS LEFEBVRE  
DEFENDANTS

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at  
LONDON

JUDGMENT

TERRY M. WALMAN, ESQ.  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario M5R 2A7  
TEL (416) 961-0001 Ext. 101  
FAX (416) 961-5329  
EMAIL: terry@terrywalman.com  
FILE NO.: 22-10027/mw

Solicitor for the Plaintiff  
LSUC NO. 23931E

Court File No. CV-22-00001763-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

Plaintiff



- and -

**2627298 ONTARIO INC. and THOMAS LEFEBVRE**

Defendants

**WRIT OF POSSESSION**

**TO: THE SHERIFF OF THE COUNTY OF MIDDLESEX**

**UNDER A JUDGMENT** of this Court made on August 14, 2023, in favour of the Plaintiff, Computershare Trust Company of Canada (“**Computershare**”), **YOU ARE DIRECTED** to enter and take possession of the following land and premises in your county or district:

**Description:** PART LOTS 26 & 27, PLAN 276 (E) City of London

**PIN:** 08232-0082 (LT)

**Municipally Known as:** 1096 William St., London, Ontario N5Y 2T5

**AND YOU ARE DIRECTED** to give possession of the above land and premises without delay to the Plaintiff, Computershare.

Date 29 August 2023

Issued by \_\_\_\_\_  
Local Registrar

Address of court office: 80 Dundas Street  
London, ON N6A 6A3

Renewed by order made on \_\_\_\_\_  
Local Registrar

Court File No. CV-22-00001763-0000

**COMPUTERSHARE TRUST COMPANY OF CANADA**

**2627298 ONTARIO INC. et al.**

-and-

Plaintiff

Defendants

---

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
**LONDON**

---

**WRIT OF POSSESSION**

---

**GLENN E. COHEN PROFESSIONAL  
CORPORATION**

141 Adelaide St. W. Suite 400  
Toronto, Ontario  
M5H 3L5

**Glenn E. Cohen** LSO # 19469R

[glenn@glenncohenlaw.ca](mailto:glenn@glenncohenlaw.ca)

Tel: 647 404 2791

Lawyers for the Plaintiff

This is Exhibit “H” referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

---

Commissioner for Taking Affidavits, etc.

Judy Hamilton



COURT FILE NO.:  
ONTARIO  
SUPERIOR COURT OF JUSTICE

B E T W E E N:

COMPUTERSHARE TRUST COMPANY OF CANADA

PLAINTIFF

- and -

DAVID LIANG and HWA CHENG LIANG

DEFENDANTS

**STATEMENT OF CLAIM (GENERAL)**

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages:

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s)' lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY (20) DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or the United States of America, the period for serving and filing your Statement of Defence is FORTY (40) DAYS. If you are served outside Canada and the United States of America, the period is SIXTY (60) DAYS.

2

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten (10) more days within which to serve and file your Statement of Defence.

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

IF YOU PAY THE PLAINTIFF(S)' CLAIM, and \$1,000.00. for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff(s)' claim and \$400.00 for costs and have the costs assessed by the Court.

TAKE NOTICE THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: \_\_\_\_\_, 2022 Issued by \_\_\_\_\_

Local Registrar  
Superior Court of Justice  
161 Elgin Street, 2<sup>nd</sup> Floor  
Ottawa, ON K2P 2K1



To: *DAVID LIANG*  
*216 BAY ST.*  
*OTTAWA ON, K1R 5Y9*

To: *HWA CHENG LIANG*  
*216 BAY ST.*  
*OTTAWA ON, K1R 5Y9*

### CLAIM

1. The Plaintiff's claim is against the Defendants, DAVID LIANG and HWA CHENG LIANG, for:
  - (a) payment of the amount of \$609,438.40 due under covenants contained in a mortgage Instrument No. OC2490154;
  - (b) possession of the mortgaged premises;
  - (c) simple interest at the rate of 7.49% per annum or Equitable Bank's Prime Commercial Lending Rate plus 4.29%, whichever is higher, not in advance, on the sum of \$609,438.40 from December 15, 2022 to the date of judgment;

- (d) post-judgment simple interest at the rate of 7.49% per annum or Equitable Bank's Prime Commercial Lending Rate plus 4.29%, whichever is higher, not in advance, until payment in full is received;
  - (e) the cost of this action on a solicitor and client basis.
2. The Plaintiff(s)' claim is on a mortgage made between the said DAVID LIANG and HWA CHENG LIANG as mortgagor and COMPUTERSHARE TRUST COMPANY OF CANADA as mortgagee and registered on, 2007 as Instrument No. OC2490154 in the Land Registry Office for the Land Titles Division of OTTAWA-CARLETON (LRO NO. 4) under which mortgage the said mortgagors mortgaged the lands herein described for a period of one (1) year commencing June 1, 2022, securing the sum of \$592,000.00, and simple interest thereon at the rate of 7.49% per annum or Equitable Bank's Prime Commercial Lending Rate plus 4.29%, whichever is higher, not in advance, as well after as before maturity and both before and after default.
3. The said mortgage provides for payment by monthly instalments each on the 1st day of each and every month in each and every year from and including July 7, 2022 to and including June 1, 2023, and the balance, if any, of the said principal sum and interest shall become due and payable on June 1, 2023.

4. The said mortgage was transferred to EQUITYLINE SPV GP INC. and registered on October 7, 2022 as Instrument No. OC2543844 in the Land Registry Office for the Land Titles Division of OTTAWA-CARLETON (LRO NO. 4), and transferred from EQUITYLINE SPV GP INC. to COMPUTERSHARE TRUST COMPANY OF CANADA and registered on October 10, 2022, as Instrument No. OC2543852 in the Land Registry Office for the Land Titles Division of OTTAWA-CARLETON (LRO NO. 4).
5. The said mortgage provides that the aforesaid monthly instalments when received are applied first to interest calculated as aforesaid on the principal unpaid from time to time, and the balance, if any, of the said monthly instalments are applied on account of and in reduction of the principal.
6. The said mortgage provides that default under any terms or covenants contained in the mortgage or under any terms or covenants contained in any encumbrance in priority or subsequent to the mortgage, or in payment of the realty taxes for the said property, shall constitute default under the herein mortgage.
7. The said mortgage provides that the Mortgagee may pay all premiums of insurance and all taxes and rates which shall from time to time fall due and be unpaid in respect of the mortgaged premises, and that such payments together with all costs, charges and expenses which may be incurred in taking, recovering and keeping possession of the

said lands, legal fees on solicitor and client basis, and generally in any other proceedings taken in connection with or to realize this security shall be with interest at the rate aforesaid, a charge upon the said lands and any such amounts paid by the mortgagee shall be added to the debt hereby secured and shall be payable forthwith.

8. The said mortgage provides that upon default of payment of monies hereby secured or payable, the balance of the principal and interest shall immediately become due and payable at the option of the Mortgagee.

9. The said mortgage provides that "on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances."

10. Default in the payment of the monthly payments under the mortgage occurred on October 1, 2022, and still continues, and the Plaintiff(s) claim payment by the Defendants, DAVID LIANG and HWA CHENG LIANG of the amount due under the mortgage as follows:

Principal balance as at September 1, 2022	\$592,000.00
Interest as at December 15, 2022 (105 days @ 10.24%/ \$166.08 per diem)	<u>\$ 17,438.40</u> \$609,438.40
Balance due and owing as at December 15, 2022	<u>\$609,438.40</u>

11. The following is a description of the mortgaged premises:  
PIN NO. 04113-0010

PT LT 11, PL 3922, N/S LAURIER AV, AS IN N657506 ; S/T & T/W N657506 ;  
OTTAWA/NEPEAN

Municipally known as:

216 BAY ST., OTTAWA ONTARIO K1R 5Y9

The Plaintiff proposes that this action be tried at Ottawa, Ontario, Canada.

Date: , 2022

TERRY M. WALMAN, ESQ.  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001  
FAX (416) 961-5329  
EMAIL: [terry@terrywalman.com](mailto:terry@terrywalman.com)  
LSUC #23931E  
FILE NO.: 22-10033 / SW

COMPUTERSHARE TRUST COMPANY OF CANADA

and

DAVID LIANG and HWA CHENG LIANG

Plaintiff

Defendants

COURT FILE NO.:

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Ottawa

**STATEMENT OF CLAIM**

**TERRY M. WALMAN, ESQ.**  
**Barrister and Solicitor**  
**1240 Bay Street, Suite 202**  
**Toronto, Ontario, M5R 2A7**  
**TEL (416) 961-0001 / FAX (416) 961-5329**  
**Email : [terry@terrywalman.com](mailto:terry@terrywalman.com)**  
**SOLICITOR FOR THE PLAINTIFF(S)**  
LSUC #23931E  
File No.: 22-10033 / SW

**NOTICE OF SALE UNDER CHARGE**

TO: SEE SCHEDULE "A" ATTACHED

TAKE NOTICE that default has been made in payment of moneys due under a certain mortgage made between

**DAVID LIANG and HWA CHENG LIANG**

as Mortgagors

and

**COMPUTERSHARE TRUST COMPANY OF CANADA**

as Mortgagee

WHICH CHARGE/MORTGAGE was registered on the 13<sup>TH</sup> day of May, 2022, in the Land Registry Office for the Land Titles Division of OTTAWA-CARLETON (No.: 4), as Instrument No.: OC2490154;

WHICH CHARGE/MORTGAGE was transferred to EQUITYLINE SPV GP INC., by Transfer of Charge, registered on the 7<sup>th</sup> day of October, 2022, as Instrument No.: OC2543844, and subsequently transferred to COMPUTERSHARE TRUST COMPANY OF CANADA, by Transfer of Charge, registered on the 7<sup>th</sup> day of October, 2022, as Instrument No.: OC2543852, in the Land Registry Office for the Land Titles Division of OTTAWA-CARLETON (No.: 4);

on the property more particularly described as follows:

Pin: 04113-0010 (LT)

PT LT 11, PL 3922, N/S LAURIER AV, AS IN N657506; S/T & T/W N657506; OTTAWA/NEPEAN

**Municipally known as: 216 BAY STREET, OTTAWA ONTARIO K1R 5Y9**

AND I hereby give you notice that the amount now due on the above noted mortgage for principal money, interest, taxes, insurance premiums, administration fees, costs and charges respectively, are as follows:

Principal balance as at December 15, 2022 (As per Statement of Claim issued on December 16, 2022)	\$609,438.40
Accrued interest to January 19, 2023 (35 days at 10.24% /\$170.98 per day)	<u>\$ 5,984.30</u> \$615,422.70
Default Administration Charge s.17(1) Mortgages Act	\$ 15,754.83
Missed payment and bank charges fees	\$ 1,200.00
Demand Fee	\$ 200.00
Enforcement of Legal proceedings	\$ 5,000.00
Legal costs – demand letter	\$ 1,250.00
Legal costs – Statement of Claim	\$ 2,500.00
Legal costs – Notice of Sale	<u>\$ 2,500.00</u>
<b>Balance Outstanding as of January 19, 2023</b>	<b>\$643,827.53</b>

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of 10.24%, per annum, on the principal and interest hereinbefore mentioned, from January 19, 2023 to the date of payment.

AND unless the said sums are paid on or before **February 28, 2023**, I shall sell the property covered by the said mortgage under the provisions contained in it.

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

DATED the 19<sup>th</sup> day of January, 2023

**COMPUTERSHARE TRUST COMPANY OF CANADA**  
By its solicitor, Terry M. Walman

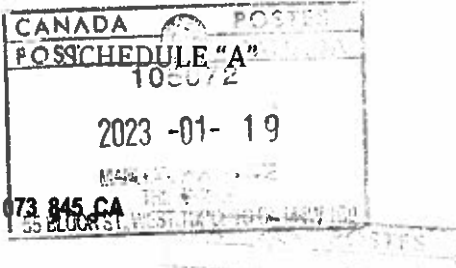
Per:   
Terry M. Walman

1240 Bay Street, Suite 202, Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001, FAX (416) 961-5329  
EMAIL: terry@terrywalman.com  
File No.: 22-10033 / ka

To: DAVID LIANG  
216 BAY ST.  
OTTAWA ON, K1R 5Y9



RN 524 073 845 CA



(mortgagor)

To: Spouse of DAVID LIANG  
216 BAY ST.  
OTTAWA ON, K1R 5Y9



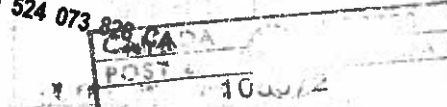
RN 524 073 831 CA



To: HWA CHENG LIANG  
216 BAY ST.  
OTTAWA ON, K1R 5Y9



RN 524 073 828 CA

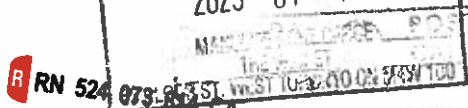


(mortgagor)

To: Spouse of HWA CHENG LIANG  
216 BAY ST.  
OTTAWA ON, K1R 5Y9



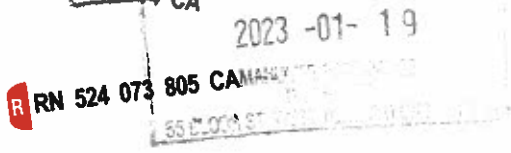
RN 524 073 817 CA



To: KIN CHUEN CHIN  
c/o 402-300 John Street  
Thornhill, Ontario L3T 5W4



RN 524 073 805 CA

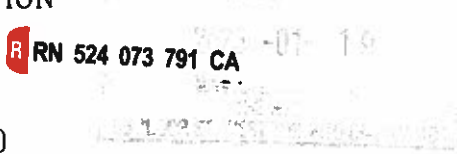


(2<sup>nd</sup> Charge/Mortgage Instrument #OC2492002)

To: EASTERN STAR MORTGAGE CORPORATION  
878 Boyd Avenue  
Ottawa, Ontario K2A 2E3



RN 524 073 791 CA



(3<sup>rd</sup> Charge/Mortgage Instrument #OC2498460)

To: CHEROKEE FINANCIAL INC.  
C/O ROBERT DI STEFANO  
AGUECI AND CALABRETTA  
5700 YONGE STREET SUITE 1110  
TORONTO, ON, M2M 4K2



RN 524 073 788 CA



(Execution #23-0000068 and Execution #23-0000069)



COURT FILE NO.: CV-22-00090923-0000  
ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:



**COMPUTERSHARE TRUST COMPANY OF CANADA**

PLAINTIFF

- and -

**DAVID LIANG and HWA CHENG LIANG**

DEFENDANTS

Electronically issued: 13 March, 2023  
Délivré par voie électronique  
Ottawa

**JUDGMENT**

On reading the Statement of Claim in this action and the proof of service of the Statement of Claim on the Defendants, DAVID LIANG and HWA CHENG LIANG, filed, and the Defendants, DAVID LIANG and HWA CHENG LIANG, having been noted in default,

1. **IT IS ORDERED AND ADJUDGED** that the Defendants, DAVID LIANG and HWA CHENG LIANG, pay to the Plaintiffs the sum of **\$623,629.74**.
2. **IT IS ORDERED AND ADJUDGED** that the Defendants, DAVID LIANG and HWA CHENG LIANG, deliver to the Plaintiff possession of the lands described in Schedule "A" attached.

This Judgment bears interest at the rate of 10.24% per year from its date.

DATE: 13 March,2023.

Local Registrar "M. Ryndzak."

Address of Court Office:  
Superior Court of Justice  
161 Elgin St.  
Ottawa, Ontario K2P2K1

- 2 -

**SCHEDULE "A"**

**Legal Description:**

PIN NO. 04113-0010

PT LT 11, PL 3922, N/S LAURIER AV, AS IN N657506; S/T & T/W N657506; OTTAWA/NEPEAN

**Municipal Address:**

**216 BAY ST., OTTAWA ONTARIO K1R 5Y9**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

- and -

**DAVID LIANG and HWA CHENG LIANG**

Plaintiff

Defendants

COURT FILE NO.: CV-22-00090923-0000

---

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Ottawa

---

**J U D G M E N T**

---

TERRY M. WALMAN, ESQ.  
Barrister and Solicitor  
1240 Bay Street  
Suite 202  
Toronto, Ontario  
M5R 2A7  
TEL (416) 961-0001  
FAX (416) 961-5329  
Email: [terry@terrywalman.com](mailto:terry@terrywalman.com)  
FILE NO.: 22-10033 / ka  
Solicitor for the Plaintiffs  
LSUC NO. 23931E



## Issue and file a writ Délivrer et déposer un bref

### Writ details

#### Writ details

Reference ID	22-10033 LIANG
Writ file number(s)	23-0000599
Enforcement office location	OTTAWA (CITY OF OTTAWA) (7722)
What type of writ are you filing?	WRIT OF SEIZURE AND SALE (FORM 60A)
Court type	SUPERIOR COURT OF JUSTICE - CIVIL
Court file number or order identifier	CV-22-00090923-0000
Where did you obtain your judgment/order?	OTTAWA
Judgment/order date	2023-03-13
Issuance date	2023-05-24
Expiry date	2029-05-23

## Debtor(s)

## Debtor 1

Debtor name	DAVID LIANG
Given name(s)	DAVID
Surname	LIANG
Add contact details for this debtor?	No
Address	

## Debtor 2

Debtor name	HWA CHENG LIANG
Given name(s)	HWA CHENG
Surname	LIANG
Add contact details for this debtor?	No
Address	

## Creditor(s)

## Creditor 1

Full name of company	COMPUTERSHARE TRUST COMPANY OF CANADA
Address	C/O EQUITYLINE SERVICES CORP. 550 HWY 7 AVE. E, SUITE 338 RICHMOND HILL ON L4B 3Z4 CANADA

## Representative

Who is the representative for the creditor(s)?	My organization is the representative
Firm name	WALMAN CATRE WISE AND STONE
Address	202-1240 BAY STREET, TORONTO, ON, M5R 2A7, CANADA
Email address	TERRY@TERRYWALMAN.COM
Phone	416-961-0001
Fax	416-961-5329
All correspondence to be addressed to the representative	Yes

## Judgments

### Judgment 1

Judgment/order amount	\$623,629.74
Currency	Canadian Dollar (CDN)
Is post judgment interest payable on the judgment/order amount entered?	Yes
Was simple, annualized post-judgment interest awarded?	Yes
Interest rate	10.2400
Interest start date	2023-03-13
Identify which debtor(s) this judgment/order applies to	All debtors

#### Post judgment enforcement costs

Are you claiming the \$50 preparation fee in accordance to rule 60.19(2)(a)?	No
Have you incurred any costs since the judgment/order was issued?	No
Is this writ either being issued/filed to collect money owing to the Province of Ontario or under a Criminal Code of Canada order?	Neither



[www.writfiling.ca](http://www.writfiling.ca)

123 Front Street West, Suite 700 123 rue Front Ouest, Bureau 700  
Toronto, ON M5J 2M2 Toronto, ON M5J 2M2

This is Exhibit "I" referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CB85AFFBEBE4EE...

---

Commissioner for Taking Affidavits, etc.

Judy Hamilton

**From:** Katarina Piruze Angelovska  
**Sent:** June-13-24 2:43 PM  
**To:** Koblinsky, Cody <[cody.koblinsky@dlapiper.com](mailto:cody.koblinsky@dlapiper.com)>  
**Cc:** Carsten, Tudor <[tudor.carsten@dlapiper.com](mailto:tudor.carsten@dlapiper.com)>; Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>  
**Subject:** RE: [EXTERNAL] Computershare/Equityline-Sodhi- 19 Fahey Drive

Yes, this is correct.

Writ #23-0001849 (Court File No. CV-23-1405) relates to the property with municipal address 411-310 Mill St S, Brampton, and there is no action relating to the property with municipal address 19 Fahey Drive.

Best,  
Katarina

**From:** Koblinsky, Cody <[cody.koblinsky@dlapiper.com](mailto:cody.koblinsky@dlapiper.com)>  
**Sent:** Thursday, June 13, 2024 2:08 PM  
**To:** Katarina Piruze Angelovska <[Katarina@terrywalman.com](mailto:Katarina@terrywalman.com)>; Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>  
**Cc:** Carsten, Tudor <[tudor.carsten@dlapiper.com](mailto:tudor.carsten@dlapiper.com)>  
**Subject:** RE: [EXTERNAL] Computershare/Equityline-Sodhi- 19 Fahey Drive

Good afternoon Katarina,

The action being referred to in your email is COMPUTERSHARE v. RAMINA INC. et al., Court File No. CV-23-00001405-0000.

That action relates to the property with municipal address **411-310 Mill St S, Brampton, Ontario L6Y 3B1**. The loan for this property is an SPV loan account with EQ Bank.

The property Mr. Walman referred to, 19 Fahey Drive, is the service address of the defendants Ramina Inc. and Raminder Sodhi. There is no action relating to that property as far as we know.

Regards,

**Cody Koblinsky**  
Associate

T [+1 416.941.5404](tel:+14169415404)  
E [cody.koblinsky@dlapiper.com](mailto:cody.koblinsky@dlapiper.com)

**From:** Katarina Piruze Angelovska <[Katarina@terrywalman.com](mailto:Katarina@terrywalman.com)>  
**Sent:** Thursday, June 13, 2024 12:55 PM  
**To:** Carsten, Tudor <[tudor.carsten@ca.dlapiper.com](mailto:tudor.carsten@ca.dlapiper.com)>  
**Cc:** Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>  
**Subject:** RE: [EXTERNAL] Computershare/Equityline-Sodhi- 19 Fahey Drive

Good afternoon Mr. Carsten,



I would like to send you a friendly reminder that the pleadings were provided to you on April 5, 2024. Kindly see attached email.

Thank you,  
Katarina

**From:** Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>  
**Sent:** Thursday, June 13, 2024 10:35 AM  
**To:** Katarina Piruze Angelovska <[Katarina@terrywalman.com](mailto:Katarina@terrywalman.com)>  
**Subject:** Fwd: [EXTERNAL] Computershare/Equityline-Sodhi- 19 Fahey Drive

Sent from my iPhone

Begin forwarded message:

**From:** "Carsten, Tudor" <[tudor.carsten@dlapiper.com](mailto:tudor.carsten@dlapiper.com)>  
**Date:** June 13, 2024 at 10:23:59 AM EDT  
**To:** Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>  
**Subject:** RE: [EXTERNAL] Computershare/Equityline-Sodhi- 19 Fahey Drive

Mr. Walman,

Can you please provide me with the pleadings of the action related to this property?

--Tudor

**Tudor Carsten**  
Partner  
T 416.365.3505  
M 416.561.4614  
E [tudor.carsten@dlapiper.com](mailto:tudor.carsten@dlapiper.com)

<image005.gif>

**From:** Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>  
**Sent:** Wednesday, June 12, 2024 5:59 PM  
**To:** Carsten, Tudor <[tudor.carsten@ca.dlapiper.com](mailto:tudor.carsten@ca.dlapiper.com)>  
**Subject:** [EXTERNAL] Computershare/Equityline-Sodhi- 19 Fahey Drive

**DLA Piper (Canada) LLP ALERT:** This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Hi Tudor,  
Kindly advise what, if anything you and Computershare might have done with this particular matter. The debt has not been paid, Judgment and writ obtained, and not sure whether this loan is an SPV loan account with Equitable Bank or merely belongs to Equityline, but regardless it would be nice to see the

Judgment and writ assigned/transmitted to the rightful lender, so that lender could deal with the matter, for earlier recovery rather than forcing the lender to re-commence proceedings from the beginning.

Kindly advise,

Respectfully,

Terry

Terry Walman, LLB,

1240 Bay Street, Suite 202

(Bay St., 1 block North of Bloor St.),

Toronto, Ontario, M5R 2A7

**From:** Farukh Bhatti [<mailto:farukh@fablaw.ca>]

**Sent:** May-28-24 7:17 PM

**To:** Terry Walman <[terry@terrywalman.com](mailto:terry@terrywalman.com)>

**Subject:** RE: 19 Fahey Drive

Hi Terry,

Please find attached.

Please advise.

Thank you.

**Best Regards,**

<image006.jpg>

**Farukh A. Bhatti**

*Managing Lawyer*

**Office :** (289) 818-2774

**Mobile :** (416) 457-6454

**Fax :** (416) 981-7646

**Email :** [farukh@fablaw.ca](mailto:farukh@fablaw.ca)

**9131 Keele Street, Unit A4**

**Vaughan, ON L4K 0G7**

**3-11 Progress Avenue**

**Scarborough, ON M1P 4S7**

This is Exhibit “J” referred to in  
the Affidavit of Sergiy Shchavyelyev,  
sworn this 16th day of July, 2024.

DocuSigned by:  
*Judy Hamilton*  
9CBB5AFFBEBE4EE...

---

Commissioner for Taking Affidavits, etc.

Judy Hamilton



COURT FILE NO.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**ELLE MORTGAGE CORPORATION  
and  
COMPUTERSHARE TRUST COMPANY OF CANADA**

**PLAINTIFFS**

**- and -**

**ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI**

**DEFENDANTS**

**STATEMENT OF CLAIM (GENERAL)**

**TO THE DEFENDANTS**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages:

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s)' lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY (20) DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or the United States of America, the period for serving and filing your Statement of Defence is FORTY (40) DAYS. If you are served outside Canada and the United States of America, the period is SIXTY (60) DAYS.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten (10) more days within which to serve and file your Statement of Defence.

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

IF YOU PAY THE PLAINTIFF(S)' CLAIM, and \$1,000.00. for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff(s)' claim and \$400.00 for costs and have the costs assessed by the Court.

TAKE NOTICE THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: \_\_\_\_\_, 2023 Issued by \_\_\_\_\_

Local Registrar  
Superior Court of Justice  
491 Steeles Avenue East  
Milton, Ontario, L9T 1Y7

To: ASHLAR HOLDINGS CORPORATION  
(Registered Head Office)  
5 Jonagold Court  
Richmond Hill, Ontario, L4S 1Y4  
Attn: Slavica Stamatoski, A.S.O.  
(Mortgagor)

And To: ASHLAR HOLDINGS CORPORATION  
638450 Prince of Wales Road  
Mulmur, Ontario, L9V 0C6  
Attn: Slavica Stamatoski, A.S.O.  
(Mortgagor)

And To: SLAVICA STAMATOSKI  
5 Jonagold Court  
Richmond Hill, Ontario, L4S 1Y4  
(Guarantor)

And To: SLAVICA STAMATOSKI  
638450 Prince of Wales Road  
Mulmur, Ontario, L9V 0C6  
(Guarantor)

4

**CLAIM**

1. The Plaintiff's claim is against the Defendants, ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI, for:
  - (a) payment of the amount of \$999,142.78 due under covenants contained in a mortgage Instrument No. DC239387;
  - (b) possession of the mortgaged premises;
  - (c) interest at the rate of 13.49% per annum, calculated monthly, not in advance, on the sum of \$999,142.78 from November 7, 2023 to the date of judgment;
  - (d) post-judgment interest at the rate of 13.49% per annum, calculated monthly, not in advance, until payment in full is received;
  - (e) the cost of this action on a solicitor and client basis.

2. The Plaintiff's claim is on a mortgage made between the said, ASHLAR HOLDINGS CORPORATION, as mortgagor, and SLAVICA STAMATOSKI, as guarantor, and COMPUTERSHARE TRUST COMPANY OF CANADA, as mortgagee, and registered on January 28, 2022, as Instrument No. DC239387, in the Land Registry Office for the Land Titles Division of Dufferin County (LRQ #7), under which mortgage the said mortgagor mortgaged the lands herein described.
3. The said mortgage was transferred to ELLE MORTGAGE CORPORATION and COMPUTERSHARE TRUST COMPANY OF CANADA by Transfer of Charge registered on February 2, 2022, as Instrument No. DC239563.
4. The said mortgage provides for payment by monthly instalments of \$8,116.88 each on the 1<sup>st</sup> day of each and every month, in each and every year, from and including March 1, 2022, to and including February 1, 2023, and the balance, if any, of the said principal sum and interest shall become due and payable on February 1, 2023.
5. The said mortgage was renewed by renewal letter effective March 1, 2023, for a further period of Six (6) months.



6

6. The said mortgage was last renewed by letter effective September 1, 2023, at the rate of 13.49% per annum, calculated and payable interest only monthly, for a further period of six months.
  
7. The said mortgage provides that the aforesaid monthly instalments when received are applied first to interest calculated as aforesaid on the principal unpaid from time to time, and the balance, if any, of the said monthly instalments are applied on account of and in reduction of the principal.
  
8. The said mortgage provides that default under any terms or covenants contained in the mortgage or under any terms or covenants contained in any encumbrance in priority or subsequent to the mortgage, or in payment of the realty taxes for the said property, shall constitute default under the herein mortgage.
  
9. The said mortgage provides that the Mortgagee may pay all premiums of insurance and all taxes and rates which shall from time to time fall due and be unpaid in respect of the mortgaged premises, and that such payments together with all costs, charges and expenses which may be incurred in taking, recovering and keeping possession of the said lands, legal fees on solicitor and client basis, and generally in any other proceedings taken in connection with or to realize this security shall be with interest at the rate

aforesaid, a charge upon the said lands and any such amounts paid by the mortgagee shall be added to the debt hereby secured and shall be payable forthwith.

10. The said mortgage provides that upon default of payment of monies hereby secured or payable, the balance of the principal and interest shall immediately become due and payable at the option of the Mortgagee.

11. The said mortgage provides that "on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances."

12. Default in the payment of the monthly payments under the mortgage occurred on October 1, 2023, and default still continues, and the Plaintiff claims payment by the Defendants, ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI, of the amount due under the mortgage as follows:

Principal balance as at September 1, 2023	\$ 975,000.00
Interest to November 7, 2023 (67 days at 13.49% / \$360.34 per day)	<u>\$ 24,142.78</u>
<b>Balance due and owing as at November 7, 2023</b>	<b><u>\$ 999,142.78</u></b>

6. The following is a description of the mortgaged premises:

PIN No.: 34124 – 0022 (LT)

PT LT 19, CON 1 WHS, PT 1, 7R1503 ; S/T MUL14244 MULMUR

Municipally known as: 637519 Prince of Wales Road, Mulmur, Ontario, L0B 1B8

The Plaintiff proposes that this action be tried at Milton, Ontario, Canada.

Date: November 7, 2023

TERRY M. WALMAN, ESQ.  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001 /FAX (416) 961-5329  
Email: [terry@terrywalman.com](mailto:terry@terrywalman.com)  
LSUC #23931E  
FILE NO.: 23-10295/mw

COURT FILE NO.:

**ELLE MORTGAGE CORPORATION  
and COMPUTERSHARE TRUST COMPANY OF CANADA**  
and  
Plaintiffs

**ASHLAR HOLDINGS CORPORATION  
and SLAVICA STAMATOSKI**  
Defendants

**ONTARIO SUPERIOR COURT OF JUSTICE**

Proceeding commenced at **MILTON**

**STATEMENT OF CLAIM**

**TERRY M. WALMAN, ESQ.**  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001 / FAX (416) 961-5329  
Email: [terrywalman.com](mailto:terrywalman.com)

**SOLICITOR FOR THE PLAINTIFFS**  
LSUC #23931E  
File No.: 23-10295/mw

**NOTICE OF SALE UNDER CHARGE**

TO: SEE SCHEDULE "A" ATTACHED

TAKE NOTICE that default has been made in payment of moneys due under a certain mortgage made between

**ASHLAR HOLDINGS CORPORATION** as Mortgagor

- and -

**COMPUTERSHARE TRUST COMPANY OF CANADA** as Mortgagee

- and -

**SLAVICA STAMATOSKI** as Guarantor

WHICH CHARGE/MORTGAGE was registered on the 28<sup>th</sup> day of January, 2022, in the Land Registry Office for the Land Titles Division of Dufferin County (LRO No. 7) as Instrument No. DC239387, which said mortgage was assigned to **ELLE MORTGAGE CORPORATION and COMPUTERSHARE TRUST COMPANY OF CANADA** by way of TRANSFER OF CHARGE registered as Instrument No. DC239563 on the 2<sup>nd</sup> day of February, 2022 on the property more particularly described as follows:

PIN No.: 34124 – 0022 (LT)

PT LT 19, CON 1 WHS, PT 1, 7R1503 ; S/T MUL14244 MULMUR

Municipally known as: 637519 PRINCE OF WALES ROAD, MULMUR, ONTARIO, L0B 1B8

AND I hereby give you notice that the amount now due on the above-noted mortgage for principal money, interest, taxes, insurance premiums, administration fees, costs and charges respectively, are as follows:

Principal balance as at November 7, 2023 (per Statement of Claim issued November 8, 2023)	\$ 999,142.78
Interest to January 8, 2024 (62 days @ 13.49% @ \$368.26 per day)	\$ 22,832.12 \$1,021,974.90
Default administration charge – per mortgage terms and as per s.17(1) Mortgages Act	\$ 34,466.10
Legal costs – Statement of Claim	\$ 2,500.00
Legal costs – Notice of Sale	\$ 2,500.00
<b>Balance Outstanding as of January 8, 2024</b>	<b>\$1,061,441.00</b> =====

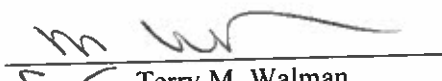
(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of 13.49% per cent, per annum, on the principal and interest hereinbefore mentioned, from **January 8, 2024** to the date of payment.

AND unless the said sums are paid on or before **February 22, 2024**, I shall sell the property covered by the said mortgage under the provisions contained in it.

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

DATED the 8<sup>th</sup> day of January, 2024.

**ELLE MORTGAGE CORPORATION**  
by its solicitor, Terry M. Walman

Per:   
Terry M. Walman  
1240 Bay Street, Suite 202, Toronto, ON M5R 2A7  
TEL:(416)961-0001 FAX:(416)961-5329  
Email: [terry@terrywalmart.com](mailto:terry@terrywalmart.com) / FILE: 23-10295/mw

**SCHEDULE "A"**

To: ASHLAR HOLDINGS CORPORATION  
 (Registered Head Office)  
 5 Jonagold Court  
 Richmond Hill, Ontario, L4S 1Y4  
 Attn: Slavica Stamatovski, A.S.O.  
 (Mortgagor) **RN 783 228 415 CA**

And To: ASHLAR HOLDINGS CORPORATION  
 638450 Prince of Wales Road  
 Mulmur, Ontario, L9V 0C6  
 Attn: Slavica Stamatovski, A.S.O.  
 (Mortgagor) **RN 783 228 475 CA**

And To: SLAVICA STAMATOSKI  
 5 Jonagold Court  
 Richmond Hill, Ontario, L4S 1Y4  
 (Guarantor) **RN 783 228 367 CA**

And To: SLAVICA STAMATOSKI  
 638450 Prince of Wales Road  
 Mulmur, Ontario, L9V 0C6  
 (Guarantor) **RN 783 228 424 CA**

And To: SLAVICA STAMATOSKI  
 1 King Street West, Suite 618  
 Toronto, Ontario, M5H 1A1  
 (Guarantor) **RN 783 228 384 CA**

And To: HIEN BOI GIANG  
 c/o Siu Law Professional Corporation  
 Barristers & Solicitors  
 10376 Yonge Street, Suite 305  
 Richmond Hill, Ontario, L4C 3B8  
 (2<sup>nd</sup> mortgagee – Instrument No. DC251243)  
 (Writ of Execution No. 23-0000213) **RN 783 228 340 CA**

And To: FORTUNE'S CHILD INC.  
 28 Olive Avenue, Suite 707  
 Toronto, Ontario, M2N 7E6  
 (3<sup>rd</sup> mortgagee – Instrument No. DC255566) **RN 783 228 322 CA**

And To: MATEEN POURGOL  
 POURGOL LAW PROFESSIONAL CORPORATION  
 PETER ABDELMALIK  
 c/o Milosevic & Associates  
 Barristers & Solicitors  
 116 Simcoe Street, Suite 301  
 Toronto, Ontario, M5H 4E2 **RN 783 228 336 CA**

COURT FILE NO. CV-23-00003390-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

B E T W E E N:

**ELLE MORTGAGE CORPORATION**  
and  
**COMPUTERSHARE TRUST COMPANY OF CANADA**

PLAINTIFFS

- and -

**ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI**

DEFENDANTS

**JUDGMENT**

On reading the Statement of Claim in this action and the proof of service of the Statement of Claim on the Defendants, ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI filed, and the Defendants, ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI having been noted in default,

1. **IT IS ORDERED AND ADJUDGED** that the Defendants, ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI pay to the Plaintiff the sum of \$1,043,702.24.
2. **IT IS ORDERED AND ADJUDGED** that the Defendants, ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI, deliver to the Plaintiff possession of the lands described in Schedule "A" attached.

This Judgment bears interest at the rate of 13.49% percent per year from its date.

DATE: March 7th , 2024.

Rajkanwal K Dhaliwal

Digitally signed by Rajkanwal K  
Dhaliwal  
Date: 2024.03.12 09:19:57 -04'00'

Local Registrar  
Address of Court Office:  
491 Steeles Avenue East  
Milton, Ontario L9T 1Y7

- 2 -

**SCHEDULE "A"**

PIN No.: 34124 – 0022 (LT)

PT LT 19, CON 1 WHS, PT 1, 7R1503 ; S/T MUL14244 MULMUR

Municipally known as: **637519 Prince of Wales Road, Mulmur, Ontario, L0B 1B8**



COURT FILE NO. CV-23-00003390-0000

**ELLE MORTGAGE CORPORATION**  
- and -  
**and COMPUTERSHARE TRUST COMPANY OF CANADA**  
PLAINTIFFS

**ASHLAR HOLDINGS CORPORATION and SLAVICA STAMATOSKI**  
DEFENDANTS

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at  
**MILTON**

**JUDGMENT**

TERRY M. WALMAN, ESQ.  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario M5R 2A7  
TEL (416) 961-0001 Ext. 101  
FAX (416) 961-5329  
EMAIL: terry@terrywalman.com  
FILE NO.: 23-10295/mw

Solicitor for the Plaintiffs  
LSUC NO. 23931E



## Issue and file a writ Délivrer et déposer un bref

### Writ details

#### Writ details

Reference ID	23-10295
Writ file number(s)	24-0000316
Enforcement office location	MILTON (REGIONAL MUNICIPALITY OF HALTON) (7326)
What type of writ are you filing?	WRIT OF SEIZURE AND SALE (FORM 60A)
Court type	SUPERIOR COURT OF JUSTICE - CIVIL
Court file number or order identifier	CV-23-00003390-0000
Where did you obtain your judgment/order?	MILTON
Judgment/order date	2024-03-07
Issuance date	2024-03-19
Expiry date	2030-03-18

## Debtor(s)

## Debtor 1

Debtor name	ASHLAR HOLDINGS CORPORATION
Debtor company name	ASHLAR HOLDINGS CORPORATION
Add contact details for this debtor?	No
Address	

## Debtor 2

Debtor name	SLAVICA STAMATOSKI
Given name(s)	SLAVICA
Surname	STAMATOSKI
Add contact details for this debtor?	No
Address	

## Creditor(s)

## Creditor 1

Full name of company	ELLE MORTGAGE CORPORATION
Address	#202-1240 BAY STREET TORONTO ON M5R 2A7 CA

## Creditor 2

Full name of company	COMPUTERSHARE TRUST COMPANY OF CANADA
Address	C/O EQUITYLINE SERVICES CORP., 550 HWY 7 EAST SUITE 338 RICHMOND HILL ON L4B 3Z4 CANADA

## Representative

Who is the representative for the creditor(s)?	My organization is the representative
Firm name	WALMAN CATRE WISE AND STONE
Address	202-1240 BAY STREET, TORONTO, ON, M5R 2A7, CANADA
Email address	TERRY@TERRYWALMAN.COM
Phone	416-961-0001
Fax	416-961-5329
All correspondence to be addressed to the representative	Yes

## Judgments

## Judgment 1

Judgment/order amount	\$1,043,702.24
Currency	Canadian Dollar (CDN)
Is post judgment interest payable on the judgment/order amount entered?	Yes
Was simple, annualized post-judgment interest awarded?	Yes
Interest rate	13.4900
Interest start date	2024-03-07
Identify which debtor(s) this judgment/order applies to	All debtors

## Post judgment enforcement costs

Are you claiming the \$50 preparation fee in accordance to rule 60.19(2)(a)?	No
Have you incurred any costs since the judgment/order was issued?	No
Is this writ either being issued/ filed to collect money owing to the Province of Ontario or under a Criminal Code of Canada order?	Neither



[www.writfiling.ca](http://www.writfiling.ca)

123 Front Street West, Suite 700 123 rue Front Ouest, Bureau 700  
Toronto, ON M5J 2M2 Toronto, ON M5J 2M2



COURT FILE NO.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

**PLAINTIFF**

**- and -**

**BORIS SHVARTS**

**DEFENDANT**

**STATEMENT OF CLAIM**

**TO THE DEFENDANT**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages:

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s)' lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY (20) DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or the United States of America, the period for serving and filing your Statement of Defence is FORTY (40) DAYS. If you are served outside Canada and the United States of America, the period is SIXTY (60) DAYS.

– 2 –

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten (10) more days within which to serve and file your Statement of Defence.

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

IF YOU PAY THE PLAINTIFF(S)' CLAIM, and \$1,000.00. for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff(s)' claim and \$400.00 for costs and have the costs assessed by the Court.

TAKE NOTICE THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: \_\_\_\_\_, 2023

Issued by \_\_\_\_\_  
Local Registrar  
Superior Court of Justice  
330 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario M5G 1R7

– 3 –

**TO:           BORIS SHVARTS**  
**62 Inwood Avenue**  
**Toronto, Ontario, M4J 3Y5**  
**(Mortgagor)**

**TO:           BORIS SHVARTS**  
**37 Drewry Avenue**  
**Unit 18**  
**Toronto, Ontario, M2M 0B4**  
**(Mortgagor)**

**CLAIM**

- 1.     The Plaintiff's claim is against the Defendant, BORIS SHVARTS for:**
  - (a)    payment of the amount of \$47,648.00 plus applicable legal costs due under covenants contained in a mortgage Instrument No. AT5552723;**
  - (b)    possession of the mortgaged premises;**
  - (c)    interest at the rate of 10.99% per annum, calculated monthly, not in advance, on the sum of \$47,648.00 plus applicable legal costs from September 21, 2023, to the date of judgment;**
  - (d)    post-judgment interest at the rate of 10.99% per annum, calculated monthly, not in advance, until payment in full is received;**
  - (e)    the cost of this action on a solicitor and client basis.**

- 4 -

2. The Plaintiff's claim is on a mortgage made between the said BORIS SHVARTS, as mortgagor, and COMPUTERSHARE TRUST COMPANY OF CANADA, as mortgagee and registered on October 22, 2020, as Instrument No. AT5552723 in the Land Registry Office for the Land Titles Division of Toronto (LRO No. 80), under which mortgage the said mortgagor mortgaged the lands herein described for a period of one (1) year commencing November 1, 2020, securing the sum of \$46,500.00, with interest thereon at the rate of 10.99% per annum.
3. The said mortgage provides for payment by monthly instalments of \$425.86 each on the 1<sup>st</sup> day of each and every month in each and every year, from and including December 1, 2020 to and including November 1, 2021, and the balance, if any, of the said principal sum and interest shall become due and payable on November 1, 2021.
4. The said mortgage was renewed from time to time, and last renewed by letter, effective November 1, 2022, at the rate of 10.99% per annum, calculated and payable interest only monthly, for a further period of one (1) year.
5. The said mortgage is subject to Standard Charge Terms No. 200033.



– 5 –

6. The said mortgage provides that the aforesaid monthly instalments when received are applied first to interest calculated as aforesaid on the principal unpaid from time to time, and the balance, if any, of the said monthly instalments are applied on account of and in reduction of the principal.
7. The said mortgage provides that default under any terms or covenants contained in the mortgage or under any terms or covenants contained in any encumbrance in priority or subsequent to the mortgage, or in payment of the realty taxes for the said property, shall constitute default under the herein mortgage.
8. The said mortgage provides that upon default of payment of monies hereby secured or payable, the balance of the principal and interest shall immediately become due and payable at the option of the Mortgagee.
9. The said mortgage provides that "on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances".
10. Default in the payment of the monthly payments under the mortgage occurred on August 1, 2023, and default further occurred under the terms of the mortgage by the registration and service of a Restriction Order issued by Justice J. Durno on April 15, 2023, from Ontario Superior Court of Justice to Attorney General of Canada, registered as Instrument No. AT6316919 on April 21, 2023, and default still continues, and the Plaintiff claims payment by the Defendant, BORIS SHVARTS of the amount due under the mortgage as follows:

- 6 -

<b>Principal balance as at July 1, 2023</b>	<b>\$ 46,500.00</b>
<b>Interest from July 1, 2023 to September 21, 2023</b> <b>(82 days @ 10.99% / \$14.00 per day)</b>	<b>\$ <u>1,148.00</u></b>
<b>Balance due and owing as at</b> <b>September 21, 2023</b>	<b>\$ 47,648.00</b> <b>=====</b>

11. The following is a description of the mortgaged premises:

PIN NO.: 10410 - 0380 (LT)

LT 4 PL 3310 EAST YORK S/T & T/W EY186911; TORONTO (E YORK), CITY OF TORONTO

Municipally known as: 62 INWOOD AVENUE, TORONTO, ONTARIO, M4J 3Y5

12. The Plaintiff proposes that this action be tried at Toronto, Ontario, Canada.

Date: September 21, 2023

TERRY M. WALMAN, ESQ.  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001 / FAX (416) 961-5329  
EMAIL: terry@terrywalman.com  
LSUC NO. 23931E  
FILE #23-10156/mw

COURT FILE NO.:

**COMPUTERSHARE TRUST COMPANY OF CANADA**

- and -

**BORIS SHVARTS**

Plaintiff

Defendant

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at  
**TORONTO**

**STATEMENT OF CLAIM**

**TERRY M. WALMAN, ESQ.**  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001 / FAX (416) 961-5329  
EMAIL: [terrywalman.com](mailto:terrywalman.com)

**SOLICITOR FOR THE PLAINTIFF**  
**LSUC NO. 23931E**  
File No. 23-10156/mw

**NOTICE OF SALE UNDER CHARGE**

140

TO: SEE SCHEDULE "A" ATTACHED

TAKE NOTICE that default has been made in payment of moneys due under a certain mortgage made between

**BORIS SHVARTS**

as Mortgagor

- and -

**COMPUTERSHARE TRUST COMPANY OF CANADA**

as Mortgagee

WHICH CHARGE/MORTGAGE was registered on the 22<sup>nd</sup> day of October, 2020, in the Land Registry Office for the Land Titles Division of Toronto (LRO No. 80) as Instrument No. AT5552723, on the property more particularly described as follows:**PIN NO.: 10410 - 0380 (LT)****LT 4 PL 3310 EAST YORK S/T & T/W EY186911; TORONTO (E YORK), CITY OF TORONTO**Municipally known as: **62 INWOOD AVENUE, TORONTO, ONTARIO, M4J 3Y5**

AND I hereby give you notice that the amount now due on the above-noted mortgage for principal money, interest, taxes, insurance premiums, administration fees, costs and charges respectively, are as follows:

Principal balance as at October 3, 2023 (per Discharge Statement dated September 29, 2023)	\$ 68,114.64
Interest to November 6, 2023 (34 days @ 10.99% @ \$20.51 per day)	\$ <u>697.34</u> \$ 68,811.98
Legal costs – Notice of Sale	\$ <u>2,500.00</u>
<b>Balance Outstanding as of November 6, 2023</b>	<b>\$ <u><u>71,311.98</u></u></b>

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of 10.99% per cent, per annum, on the principal and interest hereinbefore mentioned, from **November 6, 2023** to the date of payment.AND unless the said sums are paid on or before **December 21, 2023**, I shall sell the property covered by the said mortgage under the provisions contained in it.

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

**DATED the 6<sup>th</sup> day of November, 2023.****COMPUTERSHARE TRUST COMPANY OF CANADA**  
by its/their solicitor, Terry M. Walman

Per: \_\_\_\_\_

Terry M. Walman

1240 Bay Street, Suite 202, Toronto, ON M5R 2A7

TEL:(416)961-0001 FAX:(416)961-5329

Email: [terry@terrywalman.com](mailto:terry@terrywalman.com)/ File #23-10156/mw

**SCHEDULE "A"**

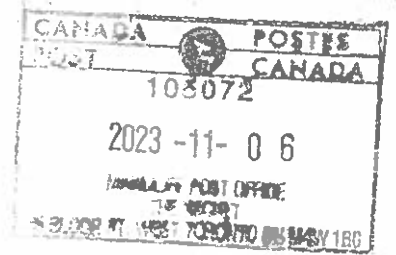
**TO: BORIS SHVARTS**  
62 Inwood Avenue  
Toronto, Ontario, M4J 3Y5  
(Mortgagor)

**R** RN 695 980 770 CA



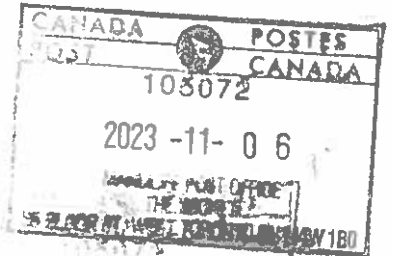
**AND TO: SPOUSE OF BORIS SHVARTS**  
62 Inwood Avenue  
Toronto, Ontario, M4J 3Y5

**R** RN 695 980 854 CA



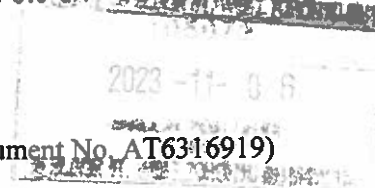
**AND TO: COMPUTERSHARE TRUST COMPANY OF CANADA**  
c/o Home Trust Company  
145 King Street West  
Suite 2399  
Toronto, Ontario, M5J 1J8  
(1<sup>st</sup> mortgagee – Instrument No. AT5552722)

**R** RN 695 980 752 CA



**AND TO: ATTORNEY GENERAL OF CANADA**  
Public Prosecution Service of Canada  
Integrated Proceeds of Crime Unit  
465 Richmond Street  
Unit 201  
London, Ontario, N6A 5P4  
Attn: Michael S. McEachren, Counsel  
(Application for Restrictions Based on Court Order – Instrument No. AT6316919)

**R** RN 695 980 810 CA



**AND TO: ROYAL BANK OF CANADA**  
c/o Mark R. Youngman  
Youngman Law Professional Corporation  
Barristers & Solicitors  
90 Eglinton Avenue East  
Suite 980  
Toronto, Ontario, M4P 2Y3  
(Writ of Execution No. 22-0002755)

**R** RN 695 980 735 CA





COURT FILE NO. CV-23-00706630-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

**COMPUTERSHARE TRUST COMPANY OF CANADA**

**PLAINTIFF**

- and -

**BORIS SHVARTS**

**DEFENDANT**

**JUDGMENT**

On reading the Statement of Claim in this action and the proof of service of the Statement of Claim on the Defendant, BORIS SHVARTS filed, and the Defendant, BORIS SHVARTS, having been noted in default,

1. **IT IS ORDERED AND ADJUDGED** that the Defendant, BORIS SHVARTS, pay to the Plaintiff the sum of \$49,264.08.
2. **IT IS ORDERED AND ADJUDGED** that the Defendant, BORIS SHVARTS, deliver to the Plaintiff possession of the lands described in Schedule "A" attached.

This Judgment bears interest at the rate of 10.99% percent per year from its date.

DATE: February 9, 2024.

Daniel F  
Austin-Boyd

Digitally signed by Daniel F  
Austin-Boyd  
Date: 2024.03.01 11:02:09  
-05'00'

---

Local Registrar  
Address of Court Office:  
330 University Avenue, 8<sup>th</sup> Floor  
Toronto, ON M5G 1R7

- 2 -

**SCHEDULE "A"**

**PIN NO.: 10410 - 0380 (LT)**

**LT 4 PL 3310 EAST YORK S/T & T/W EY186911; TORONTO (E YORK), CITY OF TORONTO**

**Municipally known as: 62 INWOOD AVENUE, TORONTO, ONTARIO, M4J 3Y5**

COURT FILE NO. CV-23-00706630-0000

COMPUTERSHARE TRUST COMPANY OF CANADA - and - BORIS SHVARTS  
PLAINTIFF DEFENDANT

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at  
TORONTO

JUDGMENT

TERRY M. WALMAN, ESQ.  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario M5R 2A7  
TEL (416) 961-0001 Ext. 102  
FAX (416) 961-5329  
EMAIL: terry@terrywalman.com  
FILE NO.: 23-10156/mw

Solicitor for the Plaintiff  
LSUC NO. 23931E





## Issue and file a writ Délivrer et déposer un bref

### Writ details

#### Writ details

Reference ID	23-10156 - SHVARTS
Writ file number(s)	24-0001860
Enforcement office location	TORONTO (CITY OF TORONTO) (8312)
What type of writ are you filing?	WRIT OF SEIZURE AND SALE (FORM 60A)
Court type	SUPERIOR COURT OF JUSTICE - CIVIL
Court file number or order identifier	CV-23-00706630-0000
Where did you obtain your judgment/order?	TORONTO
Judgment/order date	2024-02-09
Issuance date	2024-03-19
Expiry date	2030-03-18

#### Debtor(s)

##### Debtor 1

Debtor name	BORIS SHVARTS
Given name(s)	BORIS
Surname	SHVARTS
Add contact details for this debtor?	No
Address	

## Creditor(s)

## Creditor 1

Full name of company	COMPUTERSHARE TRUST COMPANY OF CANADA
Address	C/O EQUITYLINE SERVICES CORP., 550 HWY 7 EAST SUITE 338 RICHMOND HILL ON L4B 3Z4 CANADA

## Representative

Who is the representative for the creditor(s)?	My organization is the representative
Firm name	WALMAN CATRE WISE AND STONE
Address	202-1240 BAY STREET, TORONTO, ON, M5R 2A7, CANADA
Email address	TERRY@TERRYWALMAN.COM
Phone	416-961-0001
Fax	416-961-5329
All correspondence to be addressed to the representative	Yes

## Judgments

## Judgment 1

Judgment/order amount	\$49,264.08
Currency	Canadian Dollar (CDN)
Is post judgment interest payable on the judgment/order amount entered?	Yes
Was simple, annualized post-judgment interest awarded?	Yes
Interest rate	10.9900
Interest start date	2024-02-09
Identify which debtor(s) this judgment/order applies to	All debtors

Post judgment enforcement costs

Are you claiming the \$50 preparation fee in accordance to rule 60.19(2)(a)? No

Have you incurred any costs since the judgment/order was issued? No

Is this writ either being issued/filed to collect money owing to the Province of Ontario or under a Criminal Code of Canada order? Neither



[www.writfiling.ca](http://www.writfiling.ca)

123 Front Street West, Suite 700 123 rue Front Ouest, Bureau 700  
Toronto, ON M5J 2M2 Toronto, ON M5J 2M2



COURT FILE NO.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

**PLAINTIFF**

**- and -**

**DANROY ROACH and NATASHA LEE ROACH**

**DEFENDANTS**

**STATEMENT OF CLAIM**

**TO THE DEFENDANTS**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages:

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s)' lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY (20) DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or the United States of America, the period for serving and filing your Statement of Defence is FORTY (40) DAYS. If you are served outside Canada and the United States of America, the period is SIXTY (60) DAYS.

- 2 -

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten (10) more days within which to serve and file your Statement of Defence.

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

IF YOU PAY THE PLAINTIFF(S)' CLAIM, and \$1,000.00. for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff(s)' claim and \$400.00 for costs and have the costs assessed by the Court.

TAKE NOTICE THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: \_\_\_\_\_, 2023

Issued by \_\_\_\_\_

Local Registrar  
Superior Court of Justice  
150 Bond Street East  
Oshawa, Ontario, L1G 0A2

– 3 –

**TO: DANROY ROACH**  
2055 Blue Ridge Crescent  
Pickering, Ontario, L1X 2N5  
(Mortgagor)

**TO: NATASHA LEE ROACH**  
2055 Blue Ridge Crescent  
Pickering, Ontario, L1X 2N5  
(Mortgagor)

**CLAIM**

- 1. The Plaintiff's claim is against the Defendants, DANROY ROACH and NATASHA LEE ROACH for:**
  - (a) payment of the amount of \$254,587.02 plus applicable legal costs due under covenants contained in a mortgage Instrument No. DR2134572;**
  - (b) possession of the mortgaged premises;**
  - (c) interest at the rate of 14.50% per annum, calculated monthly, not in advance, on the sum of \$254,587.02 plus applicable legal costs from August 1, 2023, to the date of judgment;**
  - (d) post-judgment interest at the rate of 14.50% per annum, calculated monthly, not in advance, until payment in full is received;**
  - (e) the cost of this action on a solicitor and client basis.**

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2. The Plaintiff's claim is on a mortgage made between the said DANROY ROACH and NATASHA LEE ROACH, as mortgagor, and COMPUTERSHARE TRUST COMPANY OF CANADA, as mortgagee and registered on May 19, 2022, as Instrument No. DR2134572 in the Land Registry Office for the Land Titles Division of Durham Region (LRO No. 40), under which mortgage the said mortgagor mortgaged the lands herein described.
3. The said Charge/Mortgage was subsequently assigned to EQUITYLINE SPV GP INC. by Transfer of Charge registered August 19, 2022, as Instrument No. DR2164788, and said Charge/Mortgage was further assigned to COMPUTERSHARE TRUST COMPANY OF CANADA by Transfer of Charge registered on August 19, 2022, as Instrument No. DR2164793.
4. The said mortgage provides for payment by monthly instalments of \$2,200.00 each on the 1<sup>st</sup> day of each and every month in each and every year, from and including July 1, 2022 to and including December 1, 2022, and the balance, if any, of the said principal sum and interest shall become due and payable on December 1, 2022.
5. The said mortgage is subject to Standard Charge Terms No. 200033.
6. The said mortgage provides that the aforesaid monthly instalments when received are applied first to interest calculated as aforesaid on the principal unpaid from time to time, and the balance, if any, of the said monthly instalments are applied on account of and in reduction of the principal.

7. The said mortgage provides that default under any terms or covenants contained in the mortgage or under any terms or covenants contained in any encumbrance in priority or subsequent to the mortgage, or in payment of the realty taxes for the said property, shall constitute default under the herein mortgage.
  
8. The said mortgage provides that upon default of payment of monies hereby secured or payable, the balance of the principal and interest shall immediately become due and payable at the option of the Mortgagee.
  
9. The said mortgage provides that "on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances".
  
10. Default in the payment of the monthly payments under the mortgage occurred on December 1, 2022, being the maturity date of the herein Charge at which time the principal balance became due and payable and was not paid by the Chargor/Mortgagor, and default still continues, and the Plaintiff claims payment by the Defendants, DANROY ROACH and NATASHA LEE ROACH of the amount due under the mortgage as follows:

Principal balance as at December 1, 2022	\$240,000.00
Interest from December 1, 2022 to August 1, 2023 (243 days @ 14.50% / \$95.34 per diem)	<u>\$ 23,167.62</u> \$263,167.62
Less payments received since December 1, 2022	<u>(\$ 8,580.60)</u>
<b>Balance due and owing as at August 1, 2023</b>	<b><u>\$254,587.02</u></b>



– 6 –

11. The following is a description of the mortgaged premises:

PIN NO.: 26382 - 0482 (LT)

PCL 28-8, SEC 40M1535, PT BLK 28, PL 40M1535 (PICKERING), PTS 2, 3 & 4, 40R12175; S/T LT402723; S/T PT 3, 40R12175 IN FAVOUR OF PT 1, 40R12175 AS IN LT462248; S/T PT 4, 40R12175 IN FAVOUR OF PTS 5 & 6, 40R12175 AS IN LT462343; T/W PT BLK 28, PL 40M1535, PT 6, 40R12175 AS IN LT462343 ; PICKERING

Municipally known as: 2055 BLUE RIDGE CRESCENT, PICKERING, ONTARIO, L1X 2N5

12. The Plaintiff proposes that this action be tried at Oshawa, Ontario, Canada.

Date: August 16, 2023

TERRY M. WALMAN, ESQ.  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001 / FAX (416) 961-5329  
EMAIL: terry@terrywalman.com  
LSUC NO. 23931E  
FILE #23-10093/mw

COURT FILE NO.:

**COMPUTERSHARE TRUST COMPANY OF CANADA**  
Plaintiff

- and -  
**DANROY ROACH and NATASHA LEE ROACH**  
Defendants

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at  
**OSHAWA**

**STATEMENT OF CLAIM**

**TERRY M. WALMAN, ESQ.**  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario, M5R 2A7  
TEL (416) 961-0001 / FAX (416) 961-5329  
EMAIL: [terry@terrywalman.com](mailto:terry@terrywalman.com)

**SOLICITOR FOR THE PLAINTIFF**  
**LSUC NO. 23931E**  
File No. 23-10093/mw

**NOTICE OF SALE UNDER CHARGE**

TO: SEE SCHEDULE "A" ATTACHED

TAKE NOTICE that default has been made in payment of moneys due under a certain mortgage made between  
**DANROY ROACH and NATASHA LEE ROACH** as Mortgagor

- and -

**COMPUTERSHARE TRUST COMPANY OF CANADA** as Mortgagee

WHICH CHARGE/MORTGAGE was registered on the 19<sup>th</sup> day of May, 2022, in the Land Registry Office for the Land Titles Division of Durham Region (LRO No. 40) as Instrument No. DR2134572, which said mortgage was assigned to EQUITYLINE SPV GP INC. by way of TRANSFER OF CHARGE registered as Instrument No. DR2164788 on the 19<sup>th</sup> day of August, 2022, and which said mortgage was further assigned to COMPUTERSHARE TRUST COMPANY OF CANADA by way of TRANSFER OF CHARGE registered as Instrument No. DR2164793 on the 19<sup>th</sup> day of August, 2022 on the property more particularly described as follows:

**PIN NO.: 26382 - 0482 (LT)**

PCL 28-8, SEC 40M1535, PT BLK 28, PL 40M1535 (PICKERING), PTS 2, 3 & 4, 40R12175; S/T LT402723; S/T PT 3, 40R12175 IN FAVOUR OF PT 1, 40R12175 AS IN LT462248; S/T PT 4, 40R12175 IN FAVOUR OF PTS 5 & 6, 40R12175 AS IN LT462343; T/W PT BLK 28, PL 40M1535, PT 6, 40R12175 AS IN LT462343 ; PICKERING

Municipally known as: **2055 BLUE RIDGE CRESCENT, PICKERING, ONTARIO, L1X 2N5**

AND I hereby give you notice that the amount now due on the above-noted mortgage for principal money, interest, taxes, insurance premiums, administration fees, costs and charges respectively, are as follows:

Principal balance as at August 1, 2023 (per Statement of Claim issued August 16, 2023)	\$254,587.02
Interest to August 22, 2023 (21 days @ 14.50% @ \$101.14 per day) Less payment received on April 1, 2023	\$ 2,123.94 \$256,710.96 <u>(\$ 2,900.00)</u> \$253,810.96
Default administration charge – per mortgage terms and as per s.17(1) Mortgages Act	\$ 9,200.64
Demand Letter Fee (\$500.00 x 2) Notice of Intention to Enforce Security	\$ 1,000.00 \$ 5,650.00
Legal costs – Statement of Claim Legal costs – Notice of Sale	\$ 2,500.00 <u>\$ 2,500.00</u>
<b>Balance Outstanding as of August 22, 2023</b>	<b><u><u>\$274,661.60</u></u></b>

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of 14.50% per cent, per annum, on the principal and interest hereinbefore mentioned, from August 22, 2023 to the date of payment.

AND unless the said sums are paid on or before **October 5, 2023**, I shall sell the property covered by the said mortgage under the provisions contained in it.

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

**DATED the 22<sup>nd</sup> day of August, 2023.**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

by its/their solicitor, Terry M. Walman

Per:  Terry M. Walman

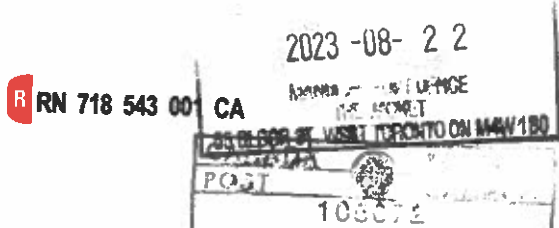
1240 Bay Street, Suite 202, Toronto, ON M5R 2A7

TEL:(416)961-0001 FAX:(416)961-5329

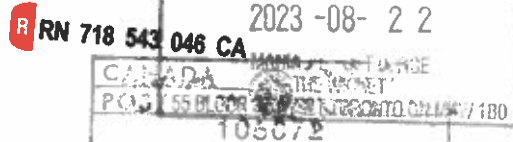
Email: [terry@terrywalm.com](mailto:terry@terrywalm.com)/ File #23-10093/mw

**SCHEDULE "A"**

**TO:** DANROY ROACH  
2055 Blue Ridge Crescent  
Pickering, Ontario, L1X 2N5  
(Mortgagor)



**AND TO:** SPOUSE OF DANROY ROACH  
2055 Blue Ridge Crescent  
Pickering, Ontario, L1X 2N5



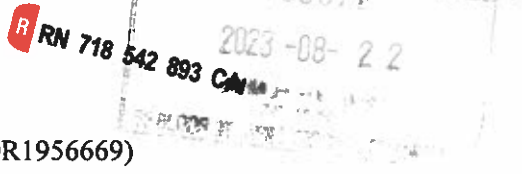
**AND TO:** NATASHA LEE ROACH  
2055 Blue Ridge Crescent  
Pickering, Ontario, L1X 2N5  
(Mortgagor)



**AND TO:** SPOUSE OF NATASHA LEE ROACH  
2055 Blue Ridge Crescent  
Pickering, Ontario, L1X 2N5



**AND TO:** SNAP HOME FINANCE CORP.  
1 Toronto Street  
Suite 1010  
Toronto, Ontario, M5C 2V6  
(Notice of Security Interest – Instrument No. DR1956669)



COURT FILE NO. CV-23-00001527-0000

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

**PLAINTIFF**

**- and -**

**DANROY ROACH and NATASHA LEE ROACH**

**DEFENDANTS**

**JUDGMENT**

On reading the Statement of Claim in this action and the proof of service of the Statement of Claim on the Defendants, DANROY ROACH and NATASHA LEE ROACH filed, and the Defendants, DANROY ROACH and NATASHA LEE ROACH, having been noted in default,

- 1. IT IS ORDERED AND ADJUDGED** that the Defendants, DANROY ROACH and NATASHA LEE ROACH pay to the Plaintiff the sum of \$261,969.51.
- 2. IT IS ORDERED AND ADJUDGED** that the Defendants, DANROY ROACH and NATASHA LEE ROACH and deliver to the Plaintiff possession of the lands described in Schedule "A" attached.

This Judgment bears interest at the rate of 14.50% percent per year from its date.

**DATE:** December 5, , 2023.

**Jessica R Roy** Digitally signed by Jessica R Roy  
Date: 2023.12.05 08:08:32 -05'00'

**Local Registrar**  
**Address of Court Office:**  
**150 Bond Street East**  
**Oshawa, Ontario L1G 0A2**

- 2 -

**SCHEDULE "A"**

**PIN NO.: 26382 - 0482 (LT)**

**PCL 28-8, SEC 40M1535, PT BLK 28, PL 40M1535 (PICKERING), PTS 2, 3 & 4, 40R12175; S/T LT402723; S/T PT 3, 40R12175 IN FAVOUR OF PT 1, 40R12175 AS IN LT462248; S/T PT 4, 40R12175 IN FAVOUR OF PTS 5 & 6, 40R12175 AS IN LT462343; T/W PT BLK 28, PL 40M1535, PT 6, 40R12175 AS IN LT462343 ; PICKERING**

**Municipally known as: 2055 BLUE RIDGE CRESCENT, PICKERING, ONTARIO, L1X 2N5**

COURT FILE NO. CV-23-00001527-0000

**COMPUTERSHARE TRUST COMPANY OF CANADA**  
PLAINTIFF

**DANROY ROACH and NATASHA LEE ROACH**  
DEFENDANTS

- and -

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at  
**OSHAWA**

**JUDGMENT**

**TERRY M. WALMAN, ESQ.**  
Barrister and Solicitor  
1240 Bay Street, Suite 202  
Toronto, Ontario M5R 2A7  
TEL (416) 961-0001 Ext. 101  
FAX (416) 961-5329  
EMAIL: [terry@terrywalmman.com](mailto:terry@terrywalmman.com)  
FILE NO.: 23-10093/mw

Solicitor for the Plaintiff  
LSUC NO. 23931E



## Issue and file a writ Délivrer et déposer un bref

### Writ details

#### Writ details

Reference ID	23-10093 - ROACH
Writ file number(s)	23-0001635
Enforcement office location	OSHAWA (REGIONAL MUNICIPALITY OF DURHAM) (7357)
What type of writ are you filing?	WRIT OF SEIZURE AND SALE (FORM 60A)
Court type	SUPERIOR COURT OF JUSTICE - CIVIL
Court file number or order identifier	CV-23-00001527-0000
Where did you obtain your judgment/order?	OSHAWA
Judgment/order date	2023-12-05
Issuance date	2023-12-07
Expiry date	2029-12-06



## Debtor(s)

## Debtor 1

Debtor name	DANROY ROACH
Given name(s)	DANROY
Surname	ROACH
Add contact details for this debtor?	No
Address	

## Debtor 2

Debtor name	NATASHA LEE ROACH
Given name(s)	NATASHA LEE
Surname	ROACH
Add contact details for this debtor?	No
Address	

## Creditor(s)

## Creditor 1

Full name of company	COMPUTERSHARE TRUST COMPANY OF CANADA
Address	C/O EQUITYLINE SPV GP INC., 550 HWY 7 AVENUE EAST, SUITE 338 RICHMOND HILL ONTARIO L4B 3Z4 CANADA

## Representative

Who is the representative for the creditor(s)?	My organization is the representative
Firm name	WALMAN CATRE WISE AND STONE
Address	202-1240 BAY STREET, TORONTO, ON, M5R 2A7, CANADA
Email address	TERRY@TERRYWALMAN.COM
Phone	416-961-0001
Fax	416-961-5329
All correspondence to be addressed to the representative	Yes

## Judgments

## Judgment 1

Judgment/order amount	\$261,969.51
Currency	Canadian Dollar (CDN)
Is post judgment interest payable on the judgment/order amount entered?	Yes
Was simple, annualized post-judgment interest awarded?	Yes
Interest rate	14.5000
Interest start date	2023-12-05
Identify which debtor(s) this judgment/order applies to	All debtors

## Post judgment enforcement costs

Are you claiming the \$50 preparation fee in accordance to rule 60.19(2)(a)?	No
Have you incurred any costs since the judgment/order was issued?	No
Is this writ either being issued/filed to collect money owing to the Province of Ontario or under a Criminal Code of Canada order?	Neither



[www.writfiling.ca](http://www.writfiling.ca)

123 Front Street West, Suite 700 123 rue Front Ouest, Bureau 700  
Toronto, ON M5J 2M2 Toronto, ON M5J 2M2

**EQUITABLE BANK**  
Applicant

-and-

**EQUITYLINE SPV LIMITED PARTNERSHIP**  
Respondent  
Court File No. CV-24-00721560-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF SERGIY SHCHAVYELYEV  
AFFIRMED JULY 16, 2024**

**FRIEDMANS LLP**

Barristers and Solicitors  
150 Ferrand Drive, Suite 800  
Toronto, ON M3C 3E5

**Judy Hamilton (LSO No. 39475S)**

Tel: (416) 649-4462  
Fax: (416) 497-3809  
Email: [jh@friedmans.ca](mailto:jh@friedmans.ca)

*Lawyers for the Respondent*

RCP-F 4C (September 1, 2020)

**EQUITABLE BANK**  
Applicant

-and-

**EQUITYLINE SPV LIMITED PARTNERSHIP**  
Respondent  
Court File No. CV-24-00721560-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

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**RESPONDING APPLICATION RECORD**

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**FRIEDMANS LLP**  
Barristers and Solicitors  
150 Ferrand Drive, Suite 800  
Toronto, ON M3C 3E5

**Judy Hamilton (LSO No. 39475S)**  
Tel: (416) 649-4462  
Fax: (416) 497-3809  
Email: [jh@friedmans.ca](mailto:jh@friedmans.ca)

*Lawyers for the Respondent*

RCP-F 4C (September 1, 2020)