

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ENLIGHTENED FUNDING CORPORATION

Applicant

- and -

**VELOCITY ASSET AND CREDIT CORPORATION AND
926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES AND LEASING**

Respondents

**IN THE MATTER OF AN 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. C.43, AS AMENDED**

**Supplemental Motion Record of Deloitte Restructuring Inc.
in its Capacity as Court-Appointed Receiver**

April 30, 2024

Thornton Grout Finnigan LLP
100 Wellington St. West
Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)
Email: rkennedy@tgf.ca

Derek Harland (LSO# 79504N)
Email: धारland@tgf.ca

Tel: 416 304-1616

Counsel for the Receiver, Deloitte Restructuring Inc. in its
capacity as Court-appointed Receiver

TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ENLIGHTENED FUNDING CORPORATION

Applicant

- and -

**VELOCITY ASSET AND CREDIT CORPORATION AND
926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES AND LEASING**

Respondents

**IN THE MATTER OF AN 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. C.43, AS AMENDED**

**SERVICE LIST
(as at April 18, 2024)**

TO:	<p>THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Fax: (416) 304-1313</p> <p>Rebecca Kennedy Email: rkennedy@tgf.ca Tel: (416) 304-0558</p> <p>Derek Harland Email: dkharland@tgf.ca Tel: (416) 304-0599</p> <p>Lawyers to Deloitte Restructuring Inc., in its capacity as Court-appointed receiver and manager of Velocity Asset and Credit Corporation and 926749 Ontario Ltd. o/a Clonsilla Auto.</p>
------------	---

AND TO:	<p>DELOITTE RESTRUCTURING INC. 8 Adelaide St W #200 Toronto, ON M5H 0A9</p> <p>Jorden Sleeth Email: jsleeth@deloitte.ca Tel: (416) 819-2312</p> <p>Richard Williams Email: richwilliams@deloitte.ca Tel: (416) 258-8761</p> <p>Court-appointed receiver and manager of Velocity Asset and Credit Corporation and 926749 Ontario Ltd. o/a Clonsilla Auto.</p>
AND TO:	<p>BENNETT JONES LLP 3400 One First Canadian Place, P.O. Box 130 Toronto, ON M5X 1A4</p> <p>Raj Sahni Email: SahniR@bennettjones.com Tel: (416) 777-4804</p> <p>Aiden Nelms Email: NelmsA@bennettjones.com Tel: (416) 777-4642</p> <p>Michael Shakra Email: ShakraM@bennettjones.com Tel: (416) 777-6236</p> <p>Milan Singh Email: singhcheemam@bennettjones.com Tel: (416) 777-5527</p> <p>Lawyers for the Applicant, Enlightened Funding Corporation</p>

AND TO:	<p>GOWLING WLG LLP 100 King St W Suite 1600 Toronto, ON M5X 1G5</p> <p>David Cohen Email: david.cohen@gowlingwlg.com Tel: (416) 369-6667</p> <p>Haddon Murray Email: haddon.murray@gowlingwlg.com Tel: (416) 862-3604</p> <p>Kate Yurkovich Email: kate.yurkovich@gowlingwlg.com Tel: (416) 862-4342</p> <p>Lawyers for Peoples Trust Company of Canada</p>
AND TO:	<p>HALCYON LEGAL 460 W Hunt Club Rd #206 Ottawa, ON K2E 0B8</p> <p>Chadwick Boyd Email: chadwick@halcyonlegal.ca Tel: (613) 763-4543</p>
AND TO:	<p>BMO BANK OF MONTREAL First Canadian Place #2100 Toronto, ON M5X 1A1</p> <p>Miroulla Kypri Email: miroulla.kypri@bmo.com</p>
AND TO:	<p>ENLIGHTENED FUNDING CORPORATION 1100 Burloak Drive, Suite 702 Burlington, ON L7L 6B2</p> <p>Eamonn Glavey <i>Managing Partner</i> Email: eg@enlightenedcapital.net</p>

AND TO:	TORKIN MANES LLP 151 Yonge St #1500 Toronto, ON M5C 2W7 Chaim Sapirman Email: csapirman@torkinmanes.com Tel: (416) 777-5196
AND TO:	CLONSILLA AUTO SALES 809 Clonsilla Ave Peterborough, ON K9J 5Y Hugh Waddell Email: hugh@clonsillaautosales.com
AND TO:	HUGH WADDELL Email: hughwaddell1@gmail.com
AND TO:	KESLASSY FREEDMAN GELFAND LLP 2345 Yonge Street, Suite 300 Toronto, ON M4P 2E5 David Steinberg Email: david@kfglaw.ca Lawyer for Hugh Waddell
AND TO:	BENNETT BANKRUPTCY LAW 25 Adelaide Street East Suite 1320 Toronto, ON M5C 3A1 Frank Bennett: Email: bennett@ican.net Lawyer for Hugh and Nancy Waddell

AND TO:	EWART O'DWYER 311 George Street North, Suite 103 Peterborough, ON K9J 3H3 John Ewart Email: jewart@ewartodwyer.com Lawyer for Auto Connect Sales Inc.
AND TO:	COX AUTOMOTIVE INC East Tower, 2700 Matheson Blvd E Suite 700W Mississauga, ON L4W 4V9 Deborah Snary Email: deborah.snary2@coxautoinc.com Susan Kovacs Email: susan.kovacs@coxautoinc.com
AND TO:	MERCHANT OPPORTUNITIES FUND 200 – 171 Water St. Vancouver, BC V6B 1A7 Email: info@merchantopportunitiesfund.com
AND TO:	CWB NATIONAL LEASING 1525 Buffalo Place Winnipeg, MB R3T 1L9 Email: customerservice@cwbnationalleasing.com

AND TO:	POLLEY FAITH LLP TD North Tower 77 King Street West, Suite 2110 Toronto, ON M5K 2A1 Jeff Haylock Tel: (416) 365-0404 Email: jhaylock@polleyfaith.com Lawyers for Beacon FSA Inc.
AND TO:	CASSELS BROCK & BLACKWELL LLP 40 Temperance Street, Suite 3200 Bay Adelaide Centre – North Tower Toronto, ON M5H 0B4 Monique Sassi Tel: (416) 860-6886 Email: msassi@cassels.com Lawyers for Nextgear Capital Corporation
AND TO:	AUTOMOTIVE FINANCE CORPORATION 55 Auction Lane Brampton, ON L6T 5P4 Matthew Morgentaler Email: matthew.morgentaler@autofinance.com
AND TO:	VAULT CREDIT CORPORTION 41 Scarsdale Rd Unit 5 North York, ON M3B 2R2 Diana Ortis Email: dortis@vaultcredit.ca

AND TO:	AILERON CAPITAL MANAGEMENT 3401 W Cypress St STE 101 Tampa, FL 33607, United States Edward Furtak Email: efurtak@aileroncapital.com
AND TO:	SID KARMAZYN Email: skca@idirect.com
AND TO:	DEPARTMENT OF JUSTICE (CANADA) Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	MINISTER OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West Oshawa, ON L1H 8H5 Leslie Crawford Tel: (905) 433-5657 Email: leslie.crawford@ontario.ca Insolvency Unit Email: insolvency.unit@ontario.ca
AND TO:	CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6 Pat Confalone Email: pat.confalone@cra-arc.gc.ca Tel: (416) 954-6514 Fax: (416) 964-6411

AND TO:	<p>ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL 65 Overlea Blvd, Suite 300 Toronto ON M4H 1P1</p> <p>Michael Rusek Email: michael.rusek@omvic.on.ca</p> <p>David Dailly Email: david.dailly@omvic.on.ca</p>
AND TO:	<p>SPIZZIRRI LAW PROFESSIONAL CORPORATION Two Morneau Shepell Centre Suite 900 Toronto, ON M3C 1W3</p> <p>Frank Spizzirri Email: frank@spizzirrilaw.ca Tel: (647) 243-5897</p> <p>Lawyers for Jaqstan Consulting Inc. o/a AutoLoans 4 You</p>
AND TO:	<p>WILDEBOER DELLELCE LLP 365 Bay Street, Suite 800 Toronto, ON M5H 2V1</p> <p>Geoffrey Cher Email: gcher@wildlaw.ca Tel: (416) 361-4793</p> <p>Liza Quail Email: lquail@wildlaw.ca Tel: (416) 361-2936</p> <p>Lawyers for Northlake Financial ULC</p>

AND TO:	ROSS NASSERI LLP 123 John Street Toronto, ON M5V 2E2 Sarah Walker Email: swalker@rossnasseri.com Tel: (416) 572-4904 Lawyers for Go To Loans Inc.
AND TO:	KAWARTHA CREDIT UNION 14 Hunter Street Peterborough, ON Kathy Warner Email: kwarnar@kawarthacu.com Tel: (705) 743-9966 x 7328
AND TO:	GARDINER ROBERTS LLP 22 Adelaide Street West Suite 3600 Toronto, ON M5H 4E3 Michael Citak Email: mcitak@grllp.com Tel: (705) 416-865-6706 Lawyers for EquiGenesis Corporation

**EMAIL SERVICE LIST
(as at April 18, 2024)**

rkennedy@tgf.ca; धारलंद@tgf.ca; jsleeth@deloitte.ca; richwilliams@deloitte.ca;
SahniR@bennettjones.com; NelmsA@bennettjones.com; david.cohen@gowlingwlg.com;
haddon.murray@gowlingwlg.com; kate.yurkovich@gowlingwlg.com;
chadwick@halcyonlegal.ca; miroulla.kypri@bmo.com; csapirman@torkinmanes.com; [AGC-
PGC.Toronto-Tax-Fiscal@justice.gc.ca](mailto:AGC-
PGC.Toronto-Tax-Fiscal@justice.gc.ca); leslie.crawford@ontario.ca;
insolvency.unit@ontario.ca; pat.confalone@cra-arc.gc.ca; hugh@clonsillaautosales.com;
deborah.snary2@coxautoinc.com; susan.kovacs@coxautoinc.com;
info@merchantopportunitiesfund.com; pat.confalone@cra-arc.gc.ca;
customerservice@cwbnationalleasing.com; dortis@vaultcredit.ca; ShakraM@bennettjones.com;
efurtak@aileroncapital.com; singhcheemam@bennettjones.com; jewart@ewartodwyer.com;
eg@enlightenedcapital.net; skca@idirect.com; david.dailly@omvic.on.ca;
michael.rusek@omvic.on.ca; msassi@cassels.com; matthew.morgentaler@autofinance.com;
gcher@wildlaw.ca; lquail@wildlaw.ca; frank@spizzirrilaw.ca; kwerner@kawarthacu.com;
hughwaddell1@gmail.com; jhaylock@polleyfaith.com; swalker@rossnasser.com;
david@kfglaw.ca; bennett@ican.net; mcitak@grllp.com;

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

BETWEEN:

ENLIGHTENED FUNDING CORPORATION

Applicant

- and -

**VELOCITY ASSET AND CREDIT CORPORATION AND
926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES AND LEASING**

Respondents

**IN THE MATTER OF AN 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. C.43, AS AMENDED**

INDEX

Tab	Document
1.	Supplement to the Third Report of the Receiver dated April 30, 2024
A.	Appendix A - Correspondence with Creditors of Dealer
B.	Appendix B - Approval of Activities Order dated December 8, 2023
C.	Appendix C - Bank of Nova Scotia Account Statements and Bank Draft
D.	Appendix D - Mutual Release regarding Lease 3242
E.	Appendix E - Email from Canada General Warranty
F.	Appendix F - Lease 3308 Documents
G.	Appendix G - OMVIC's Investigation Findings issued October 17, 2023

TAB 1

Court File No.: CV-23-00707330-00CL

ONTARIO SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

ENLIGHTENED FUNDING CORPORATION

Applicant

- and -

**VELOCITY ASSET AND CREDIT CORPORATION AND 926749
ONTARIO LTD. O/A CLONSILLA AUTO SALES AND LEASING**

Respondents

**SUPPLEMENT TO THE THIRD REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER
DATED APRIL 30, 2024**

TABLE OF CONTENTS

INTRODUCTION AND PURPOSE OF THIS REPORT 3

TERMS OF REFERENCE 3

INSOLVENCY OF THE DEBTORS 3

RESPONSES TO THE WADDELL AFFIDAVIT 4

 The Receiver’s Dealership Experience 5

 The Lease Notices 5

 Dealer’s Cooperation with the Receiver 6

 Customer harm 7

 Issues raised in the Third Report..... 8

APPENDICES

APPENDIX "A"	Correspondence with Creditors of Dealer
APPENDIX "B"	Approval of Activities Order dated December 8, 2023
APPENDIX "C"	Bank of Nova Scotia Account Statements and Bank Draft
APPENDIX "D"	Mutual Release regarding Lease 3242
APPENDIX "E"	Email from Canada General Warranty
APPENDIX "F"	Lease 3308 Documents
APPENDIX "G"	OMVIC's Investigation Findings issued October 17, 2023

INTRODUCTION AND PURPOSE OF THIS REPORT

1. On April 25, 2023, the Receiver issued its Third Report of the Receiver in this matter (the “**Third Report**”). The purpose of this supplemental to the third report of the Receiver (the “**Supplemental Report**”) is to provide the Court with the Receiver’s responses to certain allegations made in the affidavit of Hugh Waddell sworn April 19, 2024 (the “**Waddell Affidavit**”), where such issues and evidence are not already addressed in the previous reports of the Receiver.
2. Capitalized terms not otherwise defined herein shall have the meaning set out in the Third Report.

TERMS OF REFERENCE

3. This Supplemental Report has been prepared in conjunction with the Third Report. The Terms of Reference from the Third Report are hereby incorporated into this Supplemental Report.

INSOLVENCY OF THE DEBTORS

4. At the hearing on April 23, 2024, the Debtors submitted that there was no evidence they were insolvent. This is incorrect.
5. As outlined in the original motion record of Enlightened Funding Corporation dated October 6, 2023, the Debtors did not repay amounts owing to Enlightened on demand.
6. Further, the Receiver notes that the Dealer had ceased paying its obligations as they came due at the time of the Initial Order and thereafter. Attached hereto as **Appendix “A”** are

copies of correspondence from the following parties noting ongoing, significant payment defaults by the Dealer both before the Initial Order and thereafter:

- a) Unik Credit Management on behalf of MNP LLP;
- b) 2M7 Financial Solutions;
- c) Sheaves Financial; and
- d) Automotive Finance Canada Inc.

RESPONSES TO THE WADDELL AFFIDAVIT

- 7. Many of the issues raised in the Waddell Affidavit relate to the Receiver's activities detailed in the First Report. By order of this Court dated December 8, 2023 (the "**Approval Order**"), the First Report and the activities described therein were approved. A copy of the Approval Order is attached hereto as **Appendix "B"**.
- 8. The allegations against the Receiver in the Waddell Affidavit are irrelevant to the relief sought by the Receiver and will be dealt with at the appropriate time. However, the Receiver is concerned that the allegations, which it denies have any validity, should be left unchallenged on the record. Accordingly, the Receiver has prepared responses to the following:
 - a) the Receiver's experience with respect to the administration of insolvency proceedings involving auto dealerships and leasing companies;
 - b) the lease notices;
 - c) the cooperation provided by the Dealer and its staff;

- d) harm suffered by customers; and
- e) issues raised with respect to the Third Report.

The Receiver's Dealership Experience

9. Deloitte and the senior members of the Receiver's delivery team have extensive experience in administering insolvency proceedings in respect of auto dealerships and leasing enterprises. Recent select examples of the Receiver's experience in this regard include:
- a) Court-appointed receiver of Dean Myers Chevrolet Limited (2020);
 - b) Court-appointed receiver of Port Whitby Village Inc. o/a Richmond Hill Chrysler (2020); and
 - c) Trustee in bankruptcy of Splend Ltd. (2020).

The Lease Notices

10. With respect to the lessees that the Receiver contacted as part of this administration, the Receiver relied on the Velocity database as an information source because the Dealer was unable to provide a schedule of active leases. The Receiver took the following steps to limit its notices to those records where there were reasonable grounds that an active, current lease existed.
- a) The Receiver obtained the Velocity database, which contained 1,215 records, including leases that had been deleted, not delivered, or not otherwise completed.
 - b) The Receiver filtered the Velocity database records to remove:
 - i. Leases registered to dealers other than Clonsilla;

- ii. Leases with a status of 'deleted', 'draft' and 'hold';
 - iii. Leases with no remaining payments;
 - iv. Leases with a 'batch close date' after the date on which Enlightened stopped funding the Dealer;
 - v. Leases without an application ID number; and
 - vi. Leases that listed Beacon as a funder.
- c) As a result, the Receiver sent notices to 750 potential lessees of the Dealer.

Dealer's Cooperation with the Receiver

11. In paragraph 15 of the Waddell Affidavit, Waddell asserts that he gave the Receiver access to what he alleges was the Dealer's sole bank account at Royal Bank of Canada ("**RBC**").
12. The Receiver notes that Waddell failed to advise the Receiver that he opened another bank account in the name of the Dealer at the Bank of Nova Scotia (the "**BNS Account**").
13. The Receiver only discovered the BNS Account after the issuance of the A&R Receivership Order. In reviewing account statements, the Receiver also discovered that Waddell had issued a bank draft to Ms. Sara Waddell in the amount of \$20,000, on December 9, 2024, the day after the issuance of the A&R Receivership Order. A copy of the BNS Account statements and a copy of the draft are attached hereto as **Appendix "C"**.
14. The Receiver also notes that Waddell continued to attempt to deal with the Dealer Property following the issuance of the Initial Order, to the detriment of the Receiver's collections. By way of example, after a certain lessee received a notice of non-payment of her lease from the Receiver and a direction to pay the Receiver, she advised that she and Waddell had

entered into a mutual release that purported to extinguish the amounts owing under lease 3242, despite the fact that lease 3242 was funded by Enlightened and was therefore Dealer Property (and subject to the Receivership at the time of the signing of the Mutual Release). A copy of the mutual release is attached hereto as **Appendix “D”**.

Customer harm

15. At paragraph 13, Waddell alleges that (i) he had made arrangements with Canada General Warranty (“CGW”), (ii) all vehicles were properly insured, and (iii) that no customer was affected.
16. However, the Receiver wrote to CGW on April 26, 2024, to confirm Waddell’s statement. CGW advised that CGW and Waddell entered into a payment plan in August 2022 to address what were then significant arrears. While Waddell had an arrangement, the Dealer defaulted on that payment plan in August 2023 and failed to make monthly payments to CGW from May 1, 2023, to September, 2023, putting the “arrangement” into default. A copy of CGW’s email is attached hereto as **Appendix “E”**.
17. In addition, the Receiver notes that Waddell fails to provide any explanation with respect to potentially fraudulent leases, including the case of Lessee 3270 (as referred to in the First Report).
18. Further, the Receiver has been advised by nine additional alleged lessees that lease documents in their name were forged. One such lessee is Lessee 3308 (“**Lessee 3308**”). Lessee 3308 advised the Receiver that he did not sign lease 3308, the supporting pre-authorized payment approval is not for his account, and the Insurance Broker and Insurance Company have indicated that there is no such policy with respect to Lessee 3308 or the

described vehicle. Attached as **Appendix “F”** are the redacted documents with respect to lease 3308. The Receiver notes that Waddell signed lease 3308 on behalf of the Dealer.

Issues raised in the Third Report

19. At paragraph 5 of the Waddell Affidavit, in reference to the Dealer’s failure to repay the lien on a customer’s trade-in, Waddell alleges that “OMVIC Inspectors reviewed the agreement and found it to be unusual but not illegal.”
20. Attached hereto as **Appendix “G”** is a report of OMVIC’s investigation findings (the “**Findings**”) issued on October 17, 2023. The Findings indicate that the Dealer is required to pay any outstanding loan on all vehicles traded in as its failure to do so is a violation of the OMVIC Code of Ethics. While the Receiver has redacted the Findings to omit the names of lessees, Lessee 3270 is specifically named in the Findings, along with five other lessees.
21. At paragraph 6 of the Waddell Affidavit, Waddell states that the Personal Vehicles (as defined in the Third Report) were ‘family vehicles’ and that he had a system of payments in place. Waddell fails to note that the Personal Vehicles were Dealer Property, subject to the Applicant’s security interest, and that he had no authority to dispose of them.

CONCLUSION

22. As set out herein, the Receiver maintains that the Waddell Affidavit contains material misstatements. The Receiver expressly denies Waddell’s assertions that the Receiver provided misleading information to the Court.

All of which is respectfully submitted at Toronto, Ontario this 30th day of April, 2024.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-Appointed
Receiver of Velocity Asset and Credit
Corporation and 926749 Ontario Ltd.
and without personal or corporate liability

Per:



Jorden Sleeth, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix A

Williams, Richard

From: Roch Pierre <rpierre@unikcm.com>
Sent: Wednesday, November 29, 2023 10:24 AM
To: hugh@clonsillaautosales.com
Cc: rasto@clonsillaautosales.com
Subject: FW: MNP reference DB201267

Hugh,

Let me know by noon if we are to serve my client's claim to your legal representative , else they will be served to the address the corporation is registered with the Ministry pursuant to the rules

Roch Pierre
613-446-5131 ext 104 | 1-800-463-9692 | Fax: 613-446-6916
Email: rpierre@unikcm.com
Website: www.unikcm.com



Your Credit Management Specialists Since 1975.

From: Roch Pierre <rpierre@unikcm.com>
Sent: Tuesday, November 28, 2023 10:27 AM
To: hugh@clonsillaautosales.com
Cc: rasto@clonsillaautosales.com
Subject: FW: MNP reference DB201267

Hugh,

This is my 3rd and final email concerning last week's payment.

Unless it's received by end of day, I confirm we have received instructions to report this against Clonsilla's corporate credit file and proceed with small claims action.

Roch Pierre
613-446-5131 ext 104 | 1-800-463-9692 | Fax: 613-446-6916
Email: rpierre@unikcm.com
Website: www.unikcm.com



Your Credit Management Specialists Since 1975.

From: Roch Pierre <rpierre@unikcm.com>
Sent: Monday, November 27, 2023 1:22 PM
To: hugh@clonsillaautosales.com
Subject: FW: MNP reference DB201267

Hugh

As you are aware, payment was due last Friday.

Ensure it's sent today.

Roch Pierre
613-446-5131 ext 104 | 1-800-463-9692 | Fax: 613-446-6916
Email: rpierre@unikcm.com
Website: www.unikcm.com



Your Credit Management Specialists Since 1975.

From: Roch Pierre <rpierre@unikcm.com>
Sent: Friday, November 24, 2023 11:49 AM
To: hugh@clonsillaautosales.com
Subject: FW: MNP reference DB201267

Reminder for today's payment

Roch Pierre
613-446-5131 ext 104 | 1-800-463-9692 | Fax: 613-446-6916
Email: rpierre@unikcm.com
Website: www.unikcm.com



Your Credit Management Specialists Since 1975.

From: Roch Pierre <rpierre@unikcm.com>
Sent: Thursday, November 16, 2023 4:50 PM
To: Hugh Waddell <hugh@clonsillaautosales.com>
Subject: Re: MNP reference DB201267

See my previous emails

Roch Pierre

On Nov 16, 2023, at 4:04 PM, Hugh Waddell <hugh@clonsillaautosales.com> wrote:

I sent the payment can you please send me the address for the payment again

It obviously did not go through

But it's out of my account

Thanks Hugh

On Wed, Nov 15, 2023 at 1:25 PM Roch Pierre <rpierre@unikcm.com> wrote:

Hi Hugh

Your first payment was due November 10th but still not received .

Please send me confirmation of payment today

Roch Pierre

613-446-5131 ext 104 | 1-800-463-9692 | Fax: 613-446-6916

Email: rpierre@unikcm.com

Website: www.unikcm.com

<image001.png>

*Your Credit Management Specialists **Since 1975.***

From: Roch Pierre <rpierre@unikcm.com>

Sent: Friday, November 3, 2023 2:31 PM

To: rasto@clonsillaautosales.com

Subject: MNP reference DB201267

Hugh,

I'm sending the information to this email. As you can see below, your email , for whatever reason is now being returned as non-existent. Perhaps something with your server.

Further to our conversation, bi-weekly payments of \$250.00 starting November 10th 2023 until account is paid in full.

Payments to be made via your bank by adding Unik Credit Management as a payee and using reference DB201267

Alternatively, you can send e-transfer to rpierre@unikcm.com and use password DB201267

Roch Pierre

613-446-5131 ext 104 | 1-800-463-9692 | Fax: 613-446-6916

Email: rpierre@unikcm.com

Website: www.unikcm.com

<image001.png>

*Your Credit Management Specialists **Since 1975.***

From: Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Sent: Friday, November 3, 2023 2:22 PM

To: rpierre@unikcm.com

Subject: Delivery Status Notification (Failure)

<icon.png>

Address not found

Your message wasn't delivered to hugh@clonsillaautosales.com because the address couldn't be found, or is unable to receive mail.

[LEARN MORE](#)

The response was:

```
550 5.1.1 The email account that you tried to reach does not exist. Please try double-
checking the recipient's email address for typos or unnecessary spaces. Learn more at
https://support.google.com/mail/?p=NoSuchUser f4-
20020ac86ec4000000b00417de3709ffsor938334qtv.2 - gsmtip
```

----- Message truncated -----

--

Hugh Waddell

Clonsilla Auto Sales

(P) 705-742-6500

(F) 705-742-6407

www.clonsillaautosales.com

"There are no secrets to success, it is the result of preparation, hard work and learning from failure"

- General Colin Powell

Williams, Richard

From: Mitch Levy <mitch.l@2m7.ca>
Sent: Tuesday, October 31, 2023 9:35 AM
To: hugh@clonsillaautosales.com
Subject: Legal Commcement-2M7

Hugh Waddell

I am contacting you as Director of Legal Affairs for 2M7 in an attempt to explain legal events being undertaken in the coming days and weeks. This is due to the contractual breach you have initiated and conversely, our intent to enforce our contract under law. As it stands now, I am currently in the process of coordinating these events with legal counsel for our office Mr Hudi Krauss.

Please note the below

Due to the refusal to satisfy your obligation to our office, and the refusal to adhere to the terms and conditions clearly stipulated within our executed agreement, we will be taking immediate action to file and enforce our PPSA lien currently held against the assets of your business. In conjunction with the enforcement of our lien, litigation shall be commencing without delay. Suit shall be initiated against your business and yourself as personal guarantor. Our lien is currently registered against all business assets including: Inventory, Equipment, Vehicles, Chattels, Undertakings, Bank Accounts, and Revenues.

As a secured creditor (pursuant to rights granted under PPSA) we have the right to intercept your receivables and business income. In communicating with your business revenue sources, they will be notified that you have breached upon a secured creditor and issued legal notice to withhold remitting your business income. They will be legally required to divert all funds destined to your office, to ours instead. The PPSA requires that any restraining notice sent is adhered to. All customers, suppliers, vendors, processors, investors, partners, officers, or any further learned revenue stream of your business shall be issued a restraining notice by way of registered mail and any restraint placed shall not be removed until you have paid the balance in full, and by consequence have fully satisfied the lien.

I must emphasise that sending restraining notices and our rights to intercept and seize your business income is available to us now and shall take place without the need to secure judgment. These events are occurring immediately, not weeks or months from now. Should any secured creditors with an senior position exist, they will be notified of our intent to enforce and a 10 day waiting period shall be in effect until we may proceed. Upon the 10 day time period expiring, we intend to enforce without delay.

There will be no further notice, simply the enforcement process beginning.

There will likely be some difficulty in running your day to day operations due to the required adherence.

Restraining notices shall be sent within the next 48 hour period. In the case a senior lien position exists, a 10 day period.. Further, the below link is for your edification on this process.

[Personal Property Security Act \(Canada\) - Wikipedia](#)

en.wikipedia.org

The Personal Property Security Act ("PPSA") is the name given to each of the statutes passed by all common law provinces, as well as the territories, of [Canada](#). They regulate the creation and registration of security interests in all personal property within their respective jurisdictions.. It is similar in structure to Article 9 of the Uniform Commercial Code in the United States, but there ...

As expressed above and separate to the enforcement of our rights as secured creditor, litigation is commencing against you both corporately and personally

As personal guarantor, you shall be legally pursued to the fullest extent possible under law and with the intent to enforce judgment against all applicable personal: assets, income, accounts, and properties as permitted under your Provincial law, and for the duration of the judgment's term.

Failure to immediately correct your current decisions forces this into immediate legal action and I urge you to consider this prospect thoroughly. I am openly offering you a chance to avoid this because I have no interest in adding difficulty to your life but to continue as you are doing will only force this into reality. I will do what I must to protect my office and I urge you to recognize this.

Under the terms and conditions of our contract we have both agreed to abide by the laws and jurisdiction of the Province of Ontario. Should you wish to file a defense you will be required to retain counsel licensed within Ontario and arrive here for trial. Should you decline to do so, a default judgment will be ordered and ruled against you. A judgment is valid for a minimum of 7 years and in most cases can be renewed for an equal amount of time. We will ensure any awarded judgment is enforced, whether presently or in the future, and I must stress that I am prepared to spend the required costs on counsel to see this take place.

If no reply is forthcoming from your or your legal representation within the next 24 business hours, I will order legal counsel to proceed as expressed above.

Please govern yourself accordingly.

Regards

Mitchell Levy
Director-Legal Affairs

2M7 Financial Solutions

Phone: 1-514-806-0055

Email: mitch.l@2m7.ca



The information contained in this email and in any attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. The recipient should check this email and any attachments for the presence of viruses. Sender accepts no liability for any damages caused by any virus transmitted by this email. If you have received this email in error, please notify us immediately by replying to the message and delete the email from your computer. This e-mail is and any response to it will be unencrypted and, therefore, potentially unsecured. Thank you.

Williams, Richard

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: Tuesday, October 24, 2023 10:01 AM
To: Sholom Meyer
Subject: Re: here is the problem outlined in detail

Hi Shalom

This is not about me

My primary funder quit funding. I now have a term sheet to take out the original funder and we will resume our business activities .

In the meantime I have raised money against my HST receivable which is 1,400,000.00 and will recapitalize my operation with those funds .

It is imperative that the ship stays afloat here so that everyone gets paid .

Clonsilla has been around for 28 years, paid all of its debts and will continue to do so if we all work together .

Why don't you loan me 900 k against the HST receivable . We will then pay off your unsecured loan and assign you the HST receivable as security . If that is too much for you then why don't you get a group of you to do it and turn it into an opportunity .

Sincerely Hugh

On Tue, Oct 24, 2023 at 12:01 AM Sholom Meyer <Sholom@mhbfinancial.ca> wrote:

I understand man, some form of payment needs to be met. Impossible to keep going like this.

Clearly Sheaves isn't a priority for you... this isn't right. I expect a payment to be made this week regardless of your financing.

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: Monday, October 23, 2023 4:28 PM
To: Sholom Meyer <Sholom@mhbfinancial.ca>
Subject: Re: here is the problem outlined in detail

Shalom

I am short of funds because of what happened I am just trying to get appropriate financing in place to become sufficiently

capitalized so that things and cash flow returns to normal .

I hope we close the deal this week it needs to happen to make life fun again .

I do not think you should wait forever I just need you to understand how much of a mess this is and what I am doing about it

Thanks Hugh

On Mon, Oct 23, 2023 at 4:22 PM Sholom Meyer <Sholom@mhbfinancial.ca> wrote:

Im sorry this happened to you man, cra can be brutal.

What happens if no financing this week and you miss again?

Is Sheaves just suppose to accept that you aren't willing to make any payments? Is that right? Is that how you are going to keep the relationship?

From: Hugh Waddell <hugh@clonsillaautosales.com>

Sent: Sunday, October 22, 2023 10:05 PM

To: Sholom Meyer <Sholom@mhbfinancial.ca>

Subject: here is the problem outlined in detail

Hi

As promised here is a few details explaining the problem we have

I have arranged financing to replenish the capital I have lost during the last two years

Hope to have the financing in place within the next week

best Hugh

--

Hugh Waddell

Clonsilla Auto Sales

(P) 705-742-6500

(F) 705-742-6407

www.clonsillaautosales.com

"There are no secrets to success, it is the result of preparation, hard work and learning from failure"

- General Colin Powell

--

Hugh Waddell

Clonsilla Auto Sales

(P) 705-742-6500

(F) 705-742-6407

www.clonsillaautosales.com

"There are no secrets to success, it is the result of preparation, hard work and learning from failure"

- General Colin Powell

--

Hugh Waddell

Clonsilla Auto Sales
(P) 705-742-6500
(F) 705-742-6407
www.clonsillaautosales.com

"There are no secrets to success, it is the result of preparation, hard work and learning from failure"
- General Colin Powell

Williams, Richard

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: Monday, October 23, 2023 10:23 AM
To: Morgentaler, Matthew
Subject: Re: [EXTERNAL]payments to update A|FC payouts

Matthew the best result for everyone is to pay these units out please allow me to pay them out as discussed

If you are not paid out with loan advance I will deliver all of them to the auction myself at our expense

Again thanks Hugh

On Mon, Oct 23, 2023 at 10:01 AM Morgentaler, Matthew <matthew.morgentaler@autofinance.com> wrote:
No the transport is coming. Units are delinquent since July. We are tired of waiting and pushing the end date.

You're consistently moving the goal posts and not paying and selling units. This is unacceptable to continue to follow your terms.

On Mon, Oct 23, 2023 at 9:44 AM Hugh Waddell <hugh@clonsillaautosales.com> wrote:
Hi Matthew

Please dont we have finalized 3 separate loans which will bring in enough to square things up .

As always it takes longer to formalize things than we expect but we are moving ahead .

Give me the week and you will be paid .

Give me a call if you wish to discuss further

Thanks Hugh

On Mon, Oct 23, 2023 at 9:36 AM Morgentaler, Matthew <matthew.morgentaler@autofinance.com> wrote:
Time is up on the 10 days. We have not received payment. Scheduling transport today for the remaining units Hugh.

Thank you,

Matthew

On Tue, Oct 10, 2023 at 5:15 PM Hugh Waddell <hugh@clonsillaautosales.com> wrote:

Hi Matthew

Enclosed is a term sheet for a loan against our HST receivables from CRA
We will use about 85,000 of these funds to reduce our debt to you . we have 26100 in your reserve account so we will be close to paying you out

I expect these funds to be advanced in the next 7 to 10 days

Please call me if you have any questions or concerns .

thanks for your continued support

Hugh Waddell

Clonsilla Auto Sales

--

Hugh Waddell

Clonsilla Auto Sales

(P) 705-742-6500

(F) 705-742-6407

www.clonsillaautosales.com

"There are no secrets to success, it is the result of preparation, hard work and learning from failure"
- General Colin Powell

--

Matthew Morgentaler

Relationship Manager/Directeur des Relations aux Marchands | Automotive Finance Canada Inc.

AFC Montreal

300 Boulevard Albert Mondou | St-Eustache, QC, J7R 7A7

o: +1 450-491-3434 | m: +1 514-515-7754



We fuel the entrepreneurial dream in our community.

Learn more at autofinance.com.

If you no longer wish to receive our communications, click here to [Unsubscribe](#)

Si vous ne souhaitez plus recevoir nos communications, cliquez ici pour vous [Désinscrire](#)

--

Hugh Waddell

Clonsilla Auto Sales

(P) 705-742-6500

(F) 705-742-6407

www.clonsillaautosales.com

"There are no secrets to success, it is the result of preparation, hard work and learning from failure"
- General Colin Powell

Appendix B

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

THE HONOURABLE) FRIDAY, THE 8th
)
JUSTICE CONWAY) DAY OF DECEMBER, 2023

ENLIGHTENED FUNDING CORPORATION

Applicant

- and -

**VELOCITY ASSET AND CREDIT CORPORATION AND 926749
ONTARIO LTD. O/A CLONSILLA AUTO SALES AND LEASING**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 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***

ORDER

THIS MOTION made by Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as receiver (in such capacity, the "**Receiver**") without security, of all of the present and future assets, undertakings and real and personal property of Velocity Asset and Credit Corporation ("**Velocity**") and of 926749 Ontario Ltd. (the "**Dealer**" and together with Velocity, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated December 4, 2023 and the First Report of the Receiver dated December 4, 2023 (the "**First Report**"), filed, and on hearing the submissions of counsel for the Receiver and such other parties listed on the Participant Information Form, no

one appearing for any other party although duly served as appears from the affidavit of service sworn and filed,

SERVICE

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

APPROVAL OF ACTIVITIES

2. **THIS COURT ORDERS** that the First Report and the Receiver's activities set out therein be and are hereby approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

3. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. Toronto Time on the date of this Order and is enforceable without the need for entry and filing.

Conway J.

IN THE MATTER OF AN APPLICATION UNDER SECTION 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

ENLIGHTENED FUNDING CORPORATION and **VELOCITY ASSET AND CREDIT CORPORATION AND 926749 ONTARIO LTD.**

Applicant

Respondents

Court File No.: CV-23-00707330-00CL

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

Proceedings commenced in Toronto

**ORDER
(Approval of Activities)**

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)
Email: rkennedy@tgf.ca

Derek Harland (LSO# 79504N)
Email: dharland@tgf.ca

Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for the Receiver

Appendix C

Cheque Item Image

User: Joseph Blewett

Request #:	-1	Request Desc:	
Transit - FI #:	38562-002	Account #:	000004304812
Locator #:	7223153924	Amount:	\$20,000.00 CAD
Date:	12/11/2023		

CANADIAN DOLLAR DRAFT 217708

Scotiabank.
SUMMIT PLAZA, PETERBOROUGH, ONTARIO
780 CLONSILLA AVENUE
PETERBOROUGH ONTARIO K9J 5Y3

DATE 2023 12 09
Y Y Y Y M M D D

PAY TO ORDER OF SARA WADDELL \$ 20,000.00

SUM OF EXACTLY 20,000 DOLLARS ***** 00/100

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

CANADIAN FUNDS

AUTH NO.	THE BANK OF NOVA SCOTIA
17681	<i>Catherine Lawley</i>
AUTH NO.	AUTHORIZED OFFICER
K1769	<i>Ramnet Kaur</i>
	AUTHORIZED OFFICER

Purchaser's Name: *926749 ONTARIO LTD.

⑈ 217708 ⑈ ⑆ 38562 002 ⑆ 00000 43 04812 ⑈

BACK/VERSO

65052-002 BNS
CIDC Toronto ON
11-Dec-2023
7223153924

Virtual Endorsement
DSPACC:
DSPTR:
CSID: 823345504146803802
TXNID: 1
SCANSSES: 199,756,167
ITMSEQ: 1
CHAND: 003
APPCD: S900
TRANSIT: 03802
DSPCUR:
TEFDT: 11/12/23
OPID: 324652072

Endorsement - Signature or Stamp

Hold to light to verify water mark

This watermark is printed in the paper and is not altered with the watermark

Printer ID # 1017

Print Close



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
SERVICE CHARGE

FROM
NOV 14 2023

TO
NOV 30 2023

PAGE
5

DESCRIPTION		WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE	BALANCE
ITEM		VOLUME	RATE	M D	CHARGE
SBAP MONTHLY FEE - FULL		70			40.00
TOTAL SERVICE CHARGES					40.00
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE

SDDDA40000_1846040_002.0021097 HRI - 00 - 03 - 01 - 25 - 007821



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

SBDDA40000_2425069_002 E D 04812 04279
926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 30 2023

TO
DEC 29 2023

PAGE
1

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE	
BALANCE FORWARD			1130	342.41	
INCOMING WIRE TRANSFER JAQSTAN CONSULTING INC. WIRE PAYMENT		67749.92			
DEPOSIT		1508.93			
DEP. FROM ANOTHER PARTY FRM 926749 ONT LTD		20500.00			
DEBIT MEMO 88649048 FREE INTERAC E-TRANSFER	1141.00				
DEBIT MEMO 88718916 FREE INTERAC E-TRANSFER	200.00				
DEBIT MEMO 88905736 FREE INTERAC E-TRANSFER	400.00				
DEBIT MEMO 90319989 FREE INTERAC E-TRANSFER	3437.50				
DEBIT MEMO 90398157 FREE INTERAC E-TRANSFER	500.00				
DEBIT MEMO 90404584 FREE INTERAC E-TRANSFER	200.00				
DEBIT MEMO to next gear OTHER	20500.00		1201	63722.76	
CREDIT MEMO TPD OTHER		38288.92			
DEPOSIT		23134.85			
POINT OF SALE PURCHASE CHEMONG HM HWR BLDG CT SELWYN ONCA	124.83				
POINT OF SALE PURCHASE CHEMONG HM HWR BLDG CT SELWYN ONCA	23.72				
POINT OF SALE PURCHASE PART SOURCE #780 PETERBOROUGH ONCA	2706.59		1204	122291.39	
NO. OF DEBITS	TOTAL AMOUNT DEBITS	NO. OF CREDITS	TOTAL AMOUNT CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
10	29,233.64	5	151,182.62		2

018243
SBDDA40000_2425069_002 0024290 HRI-00-03-03-30--



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

SBDDA40000_2425069_002 E D 04812 04279
926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 30 2023

TO
DEC 29 2023

PAGE
1

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M. D.	BALANCE	
BALANCE FORWARD			1130	342.41	
INCOMING WIRE TRANSFER JAQSTAN CONSULTING INC. WIRE PAYMENT		67749.92			
DEPOSIT		1508.93			
DEP. FROM ANOTHER PARTY FRM 926749 ONT LTD		20500.00			
DEBIT MEMO 88649048 FREE INTERAC E-TRANSFER	1141.00				
DEBIT MEMO 88718916 FREE INTERAC E-TRANSFER	200.00				
DEBIT MEMO 88905736 FREE INTERAC E-TRANSFER	400.00				
DEBIT MEMO 90319989 FREE INTERAC E-TRANSFER	3437.50				
DEBIT MEMO 90398157 FREE INTERAC E-TRANSFER	500.00				
DEBIT MEMO 90404584 FREE INTERAC E-TRANSFER	200.00				
DEBIT MEMO to next gear OTHER	20500.00		1201	63722.76	
CREDIT MEMO TPD OTHER		38288.92			
DEPOSIT		23134.85			
POINT OF SALE PURCHASE CHEMONG HM HWR BLDG CT SELWYN ONCA	124.83				
POINT OF SALE PURCHASE CHEMONG HM HWR BLDG CT SELWYN ONCA	23.72				
POINT OF SALE PURCHASE PART SOURCE #780 PETERBOROUGH ONCA	2706.59		1204	122291.39	
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
10	29,233.64	5	151,182.62		2

SBDDA40000_2425069_002 0024280 HRI - 00 - 03 - 30 - . . 018243



Scotiabank

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 30 2023

TO
DEC 29 2023

PAGE
2

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE	
BALANCE FORWARD			1204	122291.39	
POINT OF SALE PURCHASE HOLIDAY FORD LINCOLN L PETERBOROUGH ON CA	1630.16				
POINT OF SALE PURCHASE SOBEYS #6713 PETERBOROUGH ON CA	316.10				
DEBIT MEMO 01654550 FREE INTERAC E-TRANSFER	1492.00				
DEBIT MEMO 01655426 FREE INTERAC E-TRANSFER	1500.00				
DEBIT MEMO 95815739 FREE INTERAC E-TRANSFER	304.00				
DEBIT MEMO 95845682 FREE INTERAC E-TRANSFER	2041.00				
DEBIT MEMO 95849572 FREE INTERAC E-TRANSFER	2333.33				
DEBIT MEMO bus wd OTHER	3000.00				
DEBIT MEMO tpd OTHER	38288.92				
DEBIT MEMO DRAFT PURCHASE	10000.00				
SERVICE CHARGE DEBIT MEMO	9.50				
93581386 FREE INTERAC E-TRANSFER	3000.00				
DEBIT MEMO 94285799 FREE INTERAC E-TRANSFER	1000.00				
DEBIT MEMO 94287292 FREE INTERAC E-TRANSFER	800.00				
NO. OF DEBITS	TOTAL AMOUNT DEBITS	NO. OF CREDITS	TOTAL AMOUNT CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
24	94,948.65	5	151,182.62		3

018244
SBDDA4000_2425069_002 0024280



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 30 2023

TO
DEC 29 2023

PAGE
3

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M. D.	BALANCE	
BALANCE FORWARD			1204	56576.38	
DEBIT MEMO 94291382 FREE INTERAC E-TRANSFER	1000.00		1204	55576.38	
DEBIT MEMO 03515076 FREE INTERAC E-TRANSFER	50.00				
DEBIT MEMO 03552251 FREE INTERAC E-TRANSFER	2286.00				
DEBIT MEMO 03568604 FREE INTERAC E-TRANSFER	1000.00		1205	52240.38	
CREDIT MEMO 06659834 INTERAC E-TRANSFER RTN		50.00			
CREDIT MEMO 07749754 INTERAC E-TRANSFER RTN		2286.00			
POINT OF SALE PURCHASE ULTRAMAR #32712 PETERBOROUGH ONCA	70.33				
DEBIT MEMO 06668049 FREE INTERAC E-TRANSFER	50.00				
DEBIT MEMO 07755450 FREE INTERAC E-TRANSFER	2486.00				
DEBIT MEMO 07774055 INTERAC E-TRANSFER	750.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00		1206	51219.05	
TRANSFER TO 04812 01225 80	25000.00				
DEBIT MEMO 11516278 INTERAC E-TRANSFER	300.00				
DEBIT MEMO 11608915 INTERAC E-TRANSFER	1255.00		1207	24664.05	
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
36	129,196.98	7	153,518.62		4

018245

SEDDA-40000_2425089_002 0024280 HRI - 00 - 03 - 02 - 28 -



Scotiabank

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 30 2023

TO
DEC 29 2023

PAGE
4

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE	
BALANCE FORWARD			1207	24664.05	
DEBIT MEMO 11611430 INTERAC E-TRANSFER	1000.00				
DEBIT MEMO 11625180 INTERAC E-TRANSFER	750.00				
DEBIT MEMO 11631373 INTERAC E-TRANSFER	2000.00				
DEBIT MEMO 11655059 INTERAC E-TRANSFER	500.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00		1207	20408.05	
POINT OF SALE PURCHASE NORTH YORK ESSO NORTH YORK ONCA	119.94				
POINT OF SALE PURCHASE TIM HORTONS #8486 BROOKLIN ONCA	24.51				
POINT OF SALE PURCHASE FPOS BEST BUY #621 PETERBOROUGH ONCA	28.22				
DEBIT MEMO DRAFT PURCHASE	20000.00				
SERVICE CHARGE	9.50		1211	225.88	
SERVICE CHARGE	73.00		1229	152.88	
NO. OF DEBITS	TOTAL AMOUNT DEBITS	NO. OF CREDITS	TOTAL AMOUNT CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
52	153,708.15	7	153,518.62		5

018246
SBDDA40000_2425069_002 0024290



Scotiabank

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
SERVICE CHARGE

FROM
NOV 30 2023

TO
DEC 29 2023

PAGE
6

DESCRIPTION		WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE
ITEM	VOLUME		RATE		CHARGE
SBAP MONTHLY FEE - FULL	70				40:00
ADDITIONAL STATEMENTS	1		10.00		10:00
CUST. TRANSFER REQUESTS	1		5.00		5:00
INCOMING TEL. TRANSFERS	1		18.00		18:00
TOTAL SERVICE CHARGES					73:00
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE

018248

SBDDA40000_2425089_002 0024280



780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

SBDDA40000_1846040_002 E D 04812 01096
926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 14 2023

TO
NOV 30 2023

PAGE
1

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE	
BALANCE FORWARD			11 14	00	
DEP. FROM ANOTHER PARTY		16950.00			
EILEEN IVIN					
DEBIT MEMO	500.00				
25915388					
INTERAC E-TRANSFER					
DEBIT MEMO	4683.47				
26257247					
INTERAC E-TRANSFER					
SERVICE CHARGE	1.00				
INTERAC E-TRANSFER FEE					
SERVICE CHARGE	1.00		11 14	11764.53	
INTERAC E-TRANSFER FEE					
DEPOSIT		17900.02			
DEBIT MEMO	1200.00				
28627834					
FREE INTERAC E-TRANSFER					
DEBIT MEMO	3457.50				
29003382					
FREE INTERAC E-TRANSFER					
DEBIT MEMO	2064.00				
29636827					
FREE INTERAC E-TRANSFER					
DEBIT MEMO	300.00				
30522855					
FREE INTERAC E-TRANSFER					
DEBIT MEMO	2264.48				
30532705					
FREE INTERAC E-TRANSFER					
DEBIT MEMO	165.65				
30544710					
FREE INTERAC E-TRANSFER					
DEBIT MEMO	500.00		11 15	19712.92	
30563686					
FREE INTERAC E-TRANSFER					
DEPOSIT		9818.45			
DEBIT MEMO	1000.00				
35584923			11 16	28531.37	
FREE INTERAC E-TRANSFER					
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
12	16,137.10	3	44,668.47		2

007817

SBDDA40000_1846040_002 002 1097 HRI - 00 - 03 - 03 - 27 - -



Scotiabank

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 14 2023

TO
NOV 30 2023

PAGE
2

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE	
BALANCE FORWARD			1116	28531.37	
DEBIT MEMO 35588758 FREE INTERAC E-TRANSFER	500.00				
DEBIT MEMO 33730119 FREE INTERAC E-TRANSFER	1294.17				
DEBIT MEMO 34253815 FREE INTERAC E-TRANSFER	3000.00				
DEBIT MEMO 34290095 FREE INTERAC E-TRANSFER	4000.00		1116	19737.20	
DEBIT MEMO 38031024 FREE INTERAC E-TRANSFER	2333.33				
DEBIT MEMO 38034610 FREE INTERAC E-TRANSFER	500.00				
DEBIT MEMO 38070196 FREE INTERAC E-TRANSFER	1700.00				
DEBIT MEMO 38568384 FREE INTERAC E-TRANSFER	500.00		1117	14703.87	
CREDIT MEMO 47575966 INTERAC E-TRANSFER RTN		900.00			
DEBIT MEMO 40983593 FREE INTERAC E-TRANSFER	900.00				
DEBIT MEMO 40988558 FREE INTERAC E-TRANSFER	2000.00				
DEBIT MEMO 41015387 FREE INTERAC E-TRANSFER	552.00				
DEBIT MEMO 47583279 FREE INTERAC E-TRANSFER	900.00		1120	11251.87	
NO. OF DEBITS	TOTAL AMOUNT DEBITS	NO. OF CREDITS	TOTAL AMOUNT CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
24	34,316.60	4	45,568.47		3

007818
SBDDA40000_1846040_002_0021087



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 14 2023

TO
NOV 30 2023

PAGE
3

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE	
BALANCE FORWARD			1120	11251.87	
DEBIT MEMO 54505817 INTERAC E-TRANSFER	1400.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00		1122	9850.87	
LOANS BR : 3333 TD ON-LINE LOANS SYSTEM		39433.87			
DEBIT MEMO 58042058 INTERAC E-TRANSFER	2583.05				
DEBIT MEMO 58269163 INTERAC E-TRANSFER	4500.00				
DEBIT MEMO 58388159 INTERAC E-TRANSFER	50.00				
DEBIT MEMO 58390489 INTERAC E-TRANSFER	50.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00				
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00		1123	42097.69	
CREDIT MEMO 62362545 INTERAC E-TRANSFER RTN		110.00			
DEBIT MEMO 61631246 INTERAC E-TRANSFER	110.00				
DEBIT MEMO 62366150 INTERAC E-TRANSFER	225.00				
DEBIT MEMO withdraw for lynne ADJUSTMENT OTHER	30000.00		1124	11872.69	
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
37	73,239.65	6	85,112.34		4

007819
SBD04-0000_1846040_002 0021097 HRI - 00 - 00 - 02 - 26 - -



Scotiabank

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
NOV 14 2023

TO
NOV 30 2023

PAGE
4

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE
BALANCE FORWARD			1124	11872.69
DEBIT MEMO 62903363 INTERAC E-TRANSFER	2000.00			
DEBIT MEMO 63038139 INTERAC E-TRANSFER	2500.00			
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00			
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00			
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00			
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00		1124	7368.69
DEPOSIT		2518.72		
DEBIT MEMO 72411492 INTERAC E-TRANSFER	2500.00			
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00		1127	7386.41
DEBIT MEMO 75850984 INTERAC E-TRANSFER	5000.00			
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00		1128	2385.41
DEBIT MEMO 81103175 INTERAC E-TRANSFER	1743.00			
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00			
DEBIT MEMO 81108423 INTERAC E-TRANSFER	258.00			
SERVICE CHARGE INTERAC E-TRANSFER FEE	1.00		1129	382.41
SERVICE CHARGE	40.00		1130	342.41
* UNCOLLECTED FEES AND/OR ODI OWING: \$0.00*				
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES
52	87,288.65	7	87,631.06	MORE ITEMS ON PAGE
				5

007820
SBDDA40000_1846040_002 0021087



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
SERVICE CHARGE

FROM
NOV 14 2023

TO
NOV 30 2023

PAGE
5

DESCRIPTION		WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M. D.	BALANCE
ITEM		VOLUME	RATE		CHARGE
SBAP MONTHLY FEE - FULL		70			40:00
TOTAL SERVICE CHARGES					40:00
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE

007821

SEDDA40000_1B46040_002 0021097 HRI - 00 - 03 - 01 - 25 - -



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

SBDDA40000_3124048_002 E D 04812 01346
926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
DEC 29 2023

TO
JAN 31 2024

PAGE
1

DESCRIPTION		WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M. D.	BALANCE
BALANCE FORWARD				12 29	152 88
SERVICE CHARGE		40.00		01 31	112 88
"UNCOLLECTED FEES AND/OR ODI OWING: \$0.00"					
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES	MORE ITEMS ON PAGE
1	40.00		.00		2

SBDDA40000_3124048_002 0021347 HRI - 00 - 01 - 01 - 28 - . . 008647



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

SBDDA40000_3748220_002 E D 04812 01296
926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
JAN 31 2024

TO
FEB 29 2024

PAGE
1

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE
BALANCE FORWARD			01 31	112.88
SERVICE CHARGE	40.00		02 29	72.88
"UNCOLLECTED FEES AND/OR ODI OWING: \$0.00"				
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES
1	40.00		.00	2

008115

SBDDA40000_3748220_002.0021297 HR1-00-01-01-6 - -



Scotiabank®

780 CLONSILLA AVE.
PETERBOROUGH ON K9J 5Y3

04812 27

748-5681

1ST CLASS MAIL

SBDDA40000 4367624 002 E D 04812 01300
926749 ONTARIO LTD.
809 CLONSILLA AVE
PETERBOROUGH ON
K9J 5Y2

ACCOUNT NUMBER
04812 01276 12

STATEMENT OF
BUSINESS ACCOUNT

FROM
FEB 29 2024

TO
MAR 28 2024

PAGE
1

DESCRIPTION	WITHDRAWALS/DEBITS	DEPOSITS/CREDITS	DATE M D	BALANCE
BALANCE FORWARD			0229	72.88
SERVICE CHARGE	40.00		0328	32.88
"UNCOLLECTED FEES AND/OR ODI OWING: \$0.00"				
NO. OF DEBITS	TOTAL AMOUNT - DEBITS	NO. OF CREDITS	TOTAL AMOUNT - CREDITS	NO. OF ENCLOSURES
1	40.00		.00	2


SBDDA40000_4367624_002 0021301 HRI-00-01-01-19-- 008163

Appendix D

FULL AND FINAL MUTUAL RELEASE

This Agreement made as of the 14th day of November, 2023;

B E T W E E N


(hereinafter referred to as the "Lessee")

and

CLONSILLA AUTO SALES
(hereinafter referred to as the "Lessor")

WHEREAS on or about April 25, 2023 the Lessor and Lessee entered into a lease agreement for the vehicle described as a 2015, Ford, model F250, in white and bearing the VIN 1FT7W2B60FED33501 (the "Vehicle"), attached hereto and marked as Schedule "A" is a copy of the lease agreement (the "Lease");

AND WHEREAS on or about June 17th, 2023, the Vehicle encountered mechanical issues and has not been operational and fit for its intended use.

AND WHEREAS since on or about June 17th, 2023, the Lessee have paid and continued to make monthly payments towards the Lease despite not receiving any utility or benefit from the Vehicle.

AND WHEREAS the Vehicle has been at the Lessor's dealership since on or about June 18th, 2023.

NOW AND THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties hereby covenant and agree as follows:

IN CONSIDERATION of the payment of \$3,000.00 (by two installments: 1) \$1,500.00 on November 14, 2023; 2)\$1,500.00 on December 14, 2023), without deduction or setoff, by/ from the Lessee to the Lessor, the parties hereby terminate all terms, conditions and obligations of the Lease and mutually release and forever discharge each other from any and

all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, complaints, claims and demands whatsoever, whether known or unknown, which they now have or may hereinafter have, arising from or in connection with the Lease.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Lessee and the Lessor declare that the intent of this Full and Final Mutual Release is to conclude all issues arising out of the Lease and it is understood and agreed that this Full and Final Mutual Release is intended to cover, and does cover, all known losses and damages arising in connection with the Lease.

AND FOR THE SAID CONSIDERATION, it is agreed and understood that neither the Lessee nor the Lessor will make any claim, or take any new proceeding against any other person or corporation who might claim, in any manner or form, contribution or indemnity in common-law or in equity, or under the provisions of any statute or regulation or under the *Rules of Civil Procedure*, from the other party or parties discharged by this Full and Final Mutual Release.

IT IS AGREED AND UNDERSTOOD that if either the Lessee or the Lessor commence such an action, or take such proceedings, and either the Lessee or the Lessor are added to such proceeding in any manner whatsoever, whether justified in law or not, the party commencing such an action will immediately discontinue the proceedings or claim, and the party commencing the action will be liable to the party not commencing the action for legal costs incurred in any such proceeding on a full indemnity scale. This Full and Final Mutual Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by either the Lessee or the Lessor with respect to the matters covered by this Full and Final Mutual Release. This Full and Final Mutual Release may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by either the Lessee or the Lessor in any subsequent action against parties that were not privy to this Full and Final Mutual Release.

IT IS FURTHER AGREED AND UNDERSTOOD that the Lessee and the Lessor do not admit any liability, fault or obligation of any kind whatsoever to each other and such liability or obligation is specifically denied.

AND IT IS FURTHER AGREED AND UNDERSTOOD that the fact and the terms of this Full and Final Mutual Release and the settlement underlying it will be held in confidence and will receive no publication either oral or in writing, directly or indirectly by the Lessee or the Lessor, unless deemed essential on auditors or accountants' written advice for financial or income tax purposes, or for the purposes of any judicial proceeding.

IT IS ACKNOWLEDGED AND AGREED that this Full and Final Mutual Release may be executed in counterparts and delivered via facsimile or email, each of which shall be deemed to be the original, and that such separate counterparts shall together constitute one and the same instrument.

IT IS ACKNOWLEDGED AND AGREED that each of the Lessee and the Lessor have read and fully understand this Full and Final Mutual Release, and that each of the Lessee and the Lessor have had the benefit, or the opportunity to obtain the benefit, of independent legal advice.

IT IS ACKNOWLEDGED AND AGREED that each and all of the covenants, terms, provisions and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the undersigned have executed this Release by their respective hands or duly appointed officer, as the case may be, for such purpose.

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness Signature
(Print Name Below Signature)

)
)
)
)
)

11/16/23 9:16 AM

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness Signature
(Print Name Below Signature)

)
)
)
)
)

CLONSILLA AUTO SALES

Authentisign
HUGH WADDELL

Per: _____

11/14/23 9:28 AM

Name: HUGH WADDELL
Title:

I/We have authority to bind the Corporation

Appendix E

From: [Carol Roy](#)
To: [Williams, Richard](#); [Gerry Eisner](#)
Cc: [Sleeth, Jordan](#); [John Dimeck](#)
Subject: [EXT] Re: In the Matter of the Receivership of 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing
Date: Friday, April 26, 2024 1:30:09 PM
Attachments: [Clonsilla agreement.pdf](#)

Hi Richard

Mr. Wadell made arrangements with John Dimeck (one of our owners) to provide post-dated cheques to pay his arrears while keeping the current invoices up to date. Attached is a copy of the Agreement made with John Dimeck.

Mr. Wadelle provided 12 posted cheques to cover his arrears and we were able to cash 11 of those cheques. The last one dated Aug 20/23 was not cashed as per his instructions. However, you should be aware that he neglected to stay current by not paying for his invoices from May 1, 2023 to September 30, 2023.

Regards,

Carol Roy - Office Manager

Canada General Warranty Inc.coverage you can count on!

57 Cambridge Street, Cambridge, ON N1R 3R8

Office: 226-319-1735 Option 3 Fax: 226-319-1736

admin@canadageneral.ca

www.canadageneral.ca

From: Williams, Richard <richwilliams@deloitte.ca>

Sent: Friday, April 26, 2024 12:45 PM

To: Carol Roy <admin@canadageneral.ca>; Gerry Eisner <geisner@canadageneral.ca>

Cc: Sleeth, Jordan <jsleeth@deloitte.ca>

Subject: RE:In the Matter of the Receivership of 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing

Hi Carol,

In recent court filings, Mr. Waddell alleges that he "had made arrangements with Canada General Warranty that all vehicles were properly insured."

Can you confirm the accuracy of that statement, and provide details of the 'arrangements' made between CGW and Clonsilla?

Regards,

--

Richard Williams CPA, CIRP, LIT
Deloitte LLP | Deloitte Restructuring Inc.
(416) 258-8761
richwilliams@deloitte.ca

From: Carol Roy <admin@canadageneral.ca>
Sent: Monday, April 15, 2024 2:00 PM
To: Williams, Richard <richwilliams@deloitte.ca>; Gerry Eisner <geisner@canadageneral.ca>
Cc: Sleeth, Jorden <jsleeth@deloitte.ca>
Subject: [EXT] Re: In the Matter of the Receivership of 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing

Hi Richard

No they have not settled their account.

Carol Roy - Office Manager

Canada General Warranty Inc.coverage you can count on!
57 Cambridge Street, Cambridge, ON N1R 3R8
Office: 226-319-1735 Option 3 Fax: 226-319-1736
admin@canadageneral.ca
www.canadageneral.ca

From: Williams, Richard <richwilliams@deloitte.ca>
Sent: Monday, April 15, 2024 1:26 PM
To: Carol Roy <admin@canadageneral.ca>; Gerry Eisner <geisner@canadageneral.ca>
Cc: Sleeth, Jorden <jsleeth@deloitte.ca>
Subject: RE:In the Matter of the Receivership of 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing

Hi Carol,

Can you confirm for us whether Clonsilla has settled its account with CGW?

Thanks,

--

Richard Williams CPA, CIRP, LIT
Deloitte LLP | Deloitte Restructuring Inc.
(416) 258-8761
richwilliams@deloitte.ca

From: Carol Roy <admin@canadageneral.ca>
Sent: Tuesday, January 23, 2024 4:07 PM
To: Williams, Richard <richwilliams@deloitte.ca>; Gerry Eisner <geisner@canadageneral.ca>
Cc: Sleeth, Jorden <jsleeth@deloitte.ca>

Subject: [EXT] Re: In the Matter of the Receivership of 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing

Hi Mr. Williams

Re: Clonsilla Auto Sales and Leasing

Attached please find our Customer Statement showing their balance owing along with our Dealer Agreement.

Carol Roy - Office Manager

Canada General Warranty Inc.coverage you can count on!

57 Cambridge Street, Cambridge, ON N1R 3R8

Office: 226-319-1735 Option 3 Fax: 226-319-1736

admin@canadageneral.ca

www.canadageneral.ca

From: Williams, Richard <richwilliams@deloitte.ca>

Sent: Thursday, January 11, 2024 2:59 PM

To: Carol Roy <admin@canadageneral.ca>; Gerry Eisner <geisner@canadageneral.ca>

Cc: Sleeth, Jordan <jsleeth@deloitte.ca>

Subject: In the Matter of the Receivership of 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing

Good afternoon,

As you may be aware, Deloitte Restructuring Inc. was appointed as receiver (the "Receiver") of all of the assets, property and undertaking of 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing ("Clonsilla") by order of the Ontario Superior Court of Justice (Commercial List) dated December 8, 2023 (the "Order"). A copy of the Order is attached for your reference. I draw your attention to paragraph 6 of the Order, which deals with the obligation of persons having service of the Order to deliver books and records to the Receiver.

Please provide us with a copy of any contractual agreement(s) between Clonsilla and Canada General Warranty, along with a current statement of account.

Regards,

--

Richard Williams CPA, CIRP, LIT

Director | Deloitte LLP

Financial Advisory – Turnaround & Restructuring

D: (416) 607-1392 | M: (416) 258-8761

richwilliams@deloitte.ca | deloitte.ca

Please consider the environment before printing.

Confidentiality Warning:

Deloitte refers to a Deloitte member firm, one of its related entities, or Deloitte Touche Tohmatsu Limited (“DTTL”). Each Deloitte member firm is a separate legal entity and a member of DTTL. DTTL does not provide services to clients. Please see www.deloitte.com/about to learn more.

This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system. Thank You.

If you do not wish to receive future commercial electronic messages from Deloitte, forward this email to unsubscribe@deloitte.ca

Avertissement de confidentialité:

Deloitte désigne un cabinet membre de Deloitte, une de ses entités liées ou Deloitte Touche Tohmatsu Limited (DTTL). Chaque cabinet membre de Deloitte constitue une entité juridique distincte et est membre de DTTL. DTTL n’offre aucun service aux clients. Pour en apprendre davantage, voir www.deloitte.com/ca/apropos.

Ce message, ainsi que toutes ses pièces jointes, est destiné exclusivement au(x) destinataire(s) prévu(s), est confidentiel et peut contenir des renseignements privilégiés. Si vous n’êtes pas le destinataire prévu de ce message, nous vous avisons par la présente que la modification, la retransmission, la conversion en format papier, la reproduction, la diffusion ou toute autre utilisation de ce message et de ses pièces jointes sont strictement interdites. Si vous n’êtes pas le destinataire prévu, veuillez en aviser immédiatement l’expéditeur en répondant à ce courriel et supprimez ce message et toutes ses pièces jointes de votre système. Merci.

Si vous ne voulez pas recevoir d’autres messages électroniques commerciaux de Deloitte à l’avenir, veuillez envoyer ce courriel à l’adresse unsubscribe@deloitte.ca

Re: Clonislla

Hugh Waddell <hugh@clonsillaautosales.com>

Mon 8/15/2022 5:36 PM

To: John CGW <jdimeck@canadageneral.ca>

Cc: Gerry Eisner <geisner@canadageneral.ca>; CGW Admin <admin@canadageneral.ca>

Hi John

I agree to this plan and will issue the cheques and stick to the schedule as agreed.

Thanks for the trust you have bestowed I appreciate it

All the best Hugh

On Mon, Aug 15, 2022 at 12:42 PM John CGW <jdimeck@canadageneral.ca> wrote:

Good afternoon Hugh,

As per phone, I have spoken with my partner and in an effort to be sympathetic to your situation while looking for a solution to the problem of arrears we have decided to create a 12 month payment plan with no interest.

Attached / forwarded here is the statement of where we are at currently, here is what we want to do and what you agree to and will stick to.

- **Keep all monthly remittances current without fail (might I suggest you pay every week).**
- **Chop the arrears into 12 equal payments and pay them off in 12 interest-free installments, starting September.**
- **Write 12 post-dated cheques for the arrears for the same time each month, September being the first one.**
- **You choose the date of the month you want the cheques to be deposited**
- **Looking at the attached, you will see that the current remittance owing for July is \$23,579.71 This is due in full by end of this month**
- **The arrears total \$121,570.78 divided by 12 = \$10,130.90**

Please confirm receipt of this email, your agreement with it, and that you will prepare the cheques for Gerry to pick up sometime this week.

Gerry is copied here so if you 'reply all' that would be appreciated and Gerry will know when he can visit to grab the cheques.

Hugh, we do appreciate your situation and your support. I am sure we can agree that we have conducted ourselves faithfully and patiently but previous attempts to reconcile the account have not worked out and between Gerry and myself we have been able to assure other parties (my business

partner) that you are good for this. This is our proposal but it needs to happen without a glitch whatsoever or the matter will be out of my hands, I am sure you can agree that this is fair.

Best wishes.

John Dimeck, VP Sales c: 226-868-3058 / O: 226-319-1735

Canada General Warrantycoverage you can count on!

"Whether you think you can do something or think you cannot - either way you're right."

-Henry Ford

----- Forwarded message -----

From: **CGW Admin** <admin@canadageneral.ca>

Date: Mon, Aug 15, 2022 at 12:27 PM

Subject: Clonislla

To: John Dimeck <jdimeck@canadageneral.ca>

Hi John

Attached is the Clonsilla Receivables.

Carol Roy - Office Manager

Canada General Warranty Inc.coverage you can count on!

240 Holiday Inn Dr., Unit O, Cambridge, ON N3C 3X4

Office: 226-319-1735 Option 3 Fax: 226-319-1736

admin@canadageneral.ca

www.canadageneral.ca

Hugh Waddell

Clonsilla Auto Sales

(P) 705-742-6500

(F) 705-742-6407

www.clonsillaautosales.com

"There are no secrets to success, it is the result of preparation, hard work and learning from failure"

- General Colin Powell

Appendix F

Clonsilla Auto Sales

809 Clonsilla Ave
Peterborough, K9J 5Y2
TEL: 705-742-6500

134783554RT
3308
Velocity ID: 1147

Lease Agreement & Disclosure Statement

Day	Month	Year
24	6	2023

I/WE (THE LESSEE) OFFER TO LEASE FROM THE ABOVE DEALER (THE LESSOR), THE FOLLOWING VEHICLE ON THE TERMS SET ON THIS CONTRACT, INCLUDING THE TERMS ON THE REVERSE. THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALERSHIP

LESSEE'S INFORMATION					
Name		Home Phone:		Business Phone:	Email:
Address:		City:	Province:	Postal Code:	Drivers License No: Jurisdiction Expiry Date:
VEHICLE INFORMATION					
YEAR:	MAKE:	MODEL:	TRIM LEVEL:	COLOUR:	STOCK #
2018	HYUNDAI	ELANTRA	GT	BLUE	4469
VIN:	Distance Travelled (kms):	<input type="checkbox"/> Distance Unknown <input type="checkbox"/> True distance is likely to be higher. Last odometer reading null <input type="checkbox"/> Actual distance travelled may be substantially higher than odometer reading			New Used Daily Rental
KMHH35LE9JU061271	103395				<input type="checkbox"/> <input checked="" type="checkbox"/> No
Manufacturer participates in Canadian Motor Vehicle Arbitration? <input type="checkbox"/> No See CAMVAP statement on reverse side. (not all vehicles qualify)		LEASE DISCLOSURE VEHICLE LEASE VALUE \$26,892.00 CAPITALIZED COST \$30,387.96 ANNUAL PERCENT RATE 17% IMPLICIT FINANCE CHARGE \$18,285.32 LEASE PAYMENT PER MONTH \$627.45 TOTAL COST OF LEASE \$45,177.32 TOTAL PAYMENT PER MONTH \$676.01 HST / PMT \$48.56 ADMIN FEE PER PMT \$0.00 TOTAL NUMBER OF MONTHS 72.00 EACH PAYMENT IS DUE ON THE _____ OF EACH MONTH. <small>Payments to be made by Pre-Authorized Payment, Credit Card or Certified Funds</small>		MFRs Warranty Service Date: _____ Delivered with Safety? <input checked="" type="checkbox"/> Yes Details of Delivery: _____ Delivery Date: 2023-06-24 Vehicle Disclosure Statement Attached? Yes <input type="checkbox"/> No <input type="checkbox"/>	
INSURANCE INFORMATION Name of Insurance Company: _____ Policy No: _____ Expiry Date: _____ Insurance Agent & Phone #: _____		OPTION TO PURCHASE / RESIDUAL VALUE If this space is signed by an authorized official of the Lessor, I (the Lessee) shall have the option to purchase the Vehicle at the end of the Lease Term. I will be responsible for the cost of a Safety Standard Certificate, Emissions Test and all repairs needed to obtain them. The purchase price shall be \$3038 plus all applicable taxes. Under this lease the Lessee is able to drive the vehicle 24000 without incurring penalties. Above this amount of kilometers there is a \$0.165 per km charge, plus applicable taxes.		LEASE TERMS Vehicle Value 23,995.00 Freight 0.00 Extended Warranty 1,999.00 Rustproof 299.00 GAP Insurance 0.00 Trade-in Allowance -0.00 Down Payment -0.00 Theft & Road 599.00 Lease Value 26,892.00 Taxes 3,495.96 Capitalized Cost 30,387.96 License 59.00 OMVIC 10.00 REGISTRATION 875.25 Down Payment 55.75 Down Payment 0.00 -1,000.00 First Payment 676.01 Balance Due On Delivery 676.01	
VEHICLE TO BE TRADED IN Year: _____ Make: _____ Model: _____ Trim: _____ Colour: _____ VIN: _____ Kilometers: _____ HST Registration #: _____		Is there a lien against this vehicle?: No Lien holder: _____ Amount: _____		Lessee Signature: _____ Co-Signer's Name: _____ Co-Signer's Signature: _____ Authorized Lessor's Signature: _____	
PRIVACY STATEMENT By signing this contract you consent to the lessor contacting you in the future and to the sharing of information with associated businesses so that they may provide you with timely information about their services. You may withdraw your consent in writing at any time.		COMMENTS Identify any items, inducements, or specific repairs included in the lease price and indicate retail value of items or inducements			

SALESPERSON SIGNATURE		LESSEE'S ACCEPTANCE	
SALESPERSON'S NAME: Rastislav Scasny	REGISTRATION NO. 5354279	LESSEE'S OFFER: By signing this form I have made an offer to lease the vehicle described above ("the Vehicle"). I understand that this offer becomes a binding contract between the Lessor and me when it is accepted by the signature of an authorized official of the Lessor.	
SALESPERSON'S SIGNATURE: _____		ACKNOWLEDGEMENT OF TERMS: I acknowledge having read all terms of the contract, including those on the reverse. I understand that they form part of this agreement. I also agree that no verbal promises have been made to me by the Lessor or its employees. I agree that the written terms contained in this contract make up the entire agreement.	
DEALER REGISTRATION NO: 4082426	NAME OF OFFICIAL (print): H Wooddell	Lessee's Signature: _____ Co-Signer (if any): _____	
ACCEPTANCE NO: 18445/4	TITLE: Manager		
DATE: June 2	ACCEPTOR'S SIGNATURE: _____		

DEFINITIONS

Total Cost of Lease means the total of the payments that are required to be made by me in connection with the lease in the ordinary course of events, excluding payments that the lease expressly requires the Lessor to hold as security for any of my obligations to the Lessor.

Capitalized Cost means lease value minus any payments prior to or at the start of the lease, other than security deposits and any periodic payments made at the start.

Implicit Finance Charge: The sum of all non-refundable payments to be made by me, other than: i) payment for options. ii) termination charges and penalties...taxes; plus the amount I would be required to pay at the end of the lease, minus the capitalized amount.

Vehicle Lease Value means the lesser of: (a) the price at which the Lessor would sell the vehicle to a cash purchaser, or (b) the price agreed to between the Lessor and me.

Terms & Conditions

1. I understand that this is an agreement to lease only and that the legal ownership of the Vehicle shall remain at all times with the Lessor, or with anyone the Lessor may at any time assign this lease to. I will not sublet the Vehicle, or allow any liens or security interests of any kind to be taken in the Vehicle, other than by the Lessor or anyone assigned by the Lessor.
2. The Lease term shall commence on the date I take delivery of the Vehicle and continue until all money owing under the terms of this Agreement has been paid. If I do not return the Vehicle to the Lessor at that time, the Lessor may, at its option, take possession of the Vehicle or treat the Agreement as continuing on a month-to-month basis, with monthly rental payments and any other amounts payable under the Agreement continuing to be paid by me to the Lessor.
3. **Security Deposit.** I acknowledge the Lessor may deduct unpaid amounts from my security deposit and interest will not be paid on this deposit.
4. I agree to pay to the Lessor on a monthly basis as set out in this Agreement, the monthly rent due, plus any applicable taxes and other amounts payable under this Agreement. Amounts not received by the due date shall be subject to interest charged at a rate of 2% per month (24% per year, compounded) commencing from the day after the due date.
5. If any of my cheques are returned NSF or I stop payment on a cheque, I understand that a service charge of up to \$100.00 shall immediately be payable to the Lessor.
6. I will not install any equipment or accessories or paint or mark the Vehicle in any way without first obtaining written consent from the Lessor.
7. I will not use the Vehicle or allow the Vehicle to be used, by anyone other than immediate members of my family (or my employees if the lease is for business purposes) and in no event shall I allow anyone not licensed to drive a motor vehicle or not covered by my insurance to operate the Vehicle.
8. I will maintain the Vehicle as per manufacturer's recommendations and keep the Vehicle in good working order.
9. I will be responsible for any damage done to the Vehicle during the term of this Agreement and will notify the Lessor as soon as possible if the Vehicle is damaged or destroyed, confiscated by police, customs officials, or other government authority, or is stolen.
10. The Lessor may, at its option, consider this Agreement terminated in the event of any of the following occurrences, each of which shall constitute default: (a) Anyone repossesses or seizes the Vehicle and does not promptly and unconditionally release the Vehicle to me; (b) I fail to make any monthly payment or pay any other amount payable, when due; (c) The insurance coverage on the Vehicle is cancelled or threatened to be cancelled and the same insurance coverage is not obtained from another insurer prior to the cancellation date; (d) I fail to maintain the Vehicle in good working order; (e) I cause service or repair work to be done in relation to the Vehicle but fail to make full payment for the said work as required when due; (f) I become insolvent, bankrupt or go into receivership; (g) I violate any other terms of this Agreement; or (h) I fail to accurately declare the true distance travelled, prior accident history or provide any false or misleading information regarding any vehicle used by me as a trade-in for a lease.
11. In case of default, the Lessor, in addition to any other legal rights it holds may: (a) Repossess the Vehicle without notice to me; and/or (b) Commence legal action against me
12. If this lease is terminated for cause by the Lessor, or is terminated early by me, I will pay to the Lessor, as liquidated damages and not a penalty, an amount equal to: The unpaid balance I owe on the lease of the Vehicle, less the amount of unearned rental income, plus the arrears of monthly rental income I owe up to the date of termination and costs incurred by the Lessor to condition the Vehicle for sale and resell the Vehicle, minus the amount obtained by the Lessor when reselling the Vehicle.
13. I will at all times maintain insurance coverage on the Vehicle as follows: (a) The Lessor must be named as insured in the policy; (b) Fire, Theft and Comprehensive Perils coverage with a deductible (for which I am liable) of no more than \$1,000.00; (c) Collision coverage with a deductible (for which I am liable) of no more than \$1,000.00; (d) Loss of Use coverage for a substitute replacement vehicle; (e) A minimum of \$1 million legal liability covering bodily injury, death and damage to the property of others; (f) The Lessor must be entitled to fifteen days written notice by registered mail in the event of cancellation or reduction of coverage.
14. I agree to return the Vehicle in the same condition as it was at the time of original delivery to me (except for reasonable wear and tear) to the Lessor's place of business, or to where the Lessor requests, at the end of the Lease term or if this Agreement is terminated early.
15. This Agreement is governed by the laws of the Province of Ontario.
16. I understand that I may be required to sign another lease agreement with similar lease disclosure and lease terms, which upon its signatures, will replace this Agreement, at the time of delivery and I acknowledge that all disclosures as required by law have been made to me. In the event that I fail or refuse to sign such an agreement or to take delivery subject to the terms of such agreement, the Lessor shall have the right to proceed in accordance with Clause 17 below.
17. If I refuse to take delivery of the Vehicle in accordance with this Agreement, the Lessor shall notify me, by registered mail, sent to my last address known to the Lessor, that the Vehicle is available for delivery as agreed. If I fail to take delivery and remit any sums due on delivery in accordance with this Agreement, within seven (7) days of signed receipt of this notice, or if the notice is returned to the Lessor unclaimed, the Lessor may sell or re-lease the Vehicle with no further notice to me.

Any deposit left or vehicle traded-in by me may be kept by the Lessor to apply against any loss suffered by the Lessor. If the loss is greater than the total of the amount paid as a deposit and the value of the trade-in, I agree to pay the difference to the Lessor.

The Lessor agrees to provide me with a detailed accounting of its losses, including a list of expenses incurred. These expenses may include, but may not be limited to, advertising, insurance, daily interest, etc. The Lessor shall maintain the right to use any legal means available to collect any sum owing by me under this Agreement.

Important Information Respecting Motor Vehicle Leases

In case of any concerns with this lease, you should first contact your motor vehicle dealer. If concerns persist, you may contact the Ontario Motor Vehicle Industry Council as the administrative authority designated for administering the Motor Vehicle Dealers Act, 2002.

You may be eligible for compensation from the Motor Vehicle Dealers Compensation Fund, if you suffer a financial loss from this trade and if your dealer is unable or unwilling to make good on the loss. You may have additional rights at law. Contact: 65 Overlea Boulevard, Suite 300, Toronto, ON M4H 1P1. Call: 416-226-4500 or 1-800-943-6002 or go to www.omvic.on.ca

Safety Standards Certificate

A safety standards certificate is only an indication that the motor vehicle met certain basic standards of vehicle safety on the date of inspection.

Canadian Motor Vehicle Arbitration Plan (CAMVAP)

Canadian Motor Vehicle Arbitration Plan (CAMVAP) Not Available

The manufacturer of this vehicle is not a participant in the Canadian Motor Vehicle Arbitration Plan. Therefore, the program under that Plan is not available to resolve disputes concerning alleged manufacturer's defects or implementation of the manufacturer's new motor vehicle warranty.

Currently, BMW, Mitsubishi, Suzuki and most exotic foreign sports car manufacturers, do not participate in CAMVAP. Further information can be found at www.camvap.ca

Clonsilla Auto Sales

809 Clonsilla Ave
Peterborough,
K9J 5Y2
TEL: 705-742-6500
www.clonsillaautosales.com

VIN: KMHH35LE9JU061271
2018 HYUNDAI ELANTRA

Payment Schedule

Capital: \$30,387.96	Interest Rate: 17%	Begin Payment Date: 2023-06-24
Total Interest: \$18,285.32	Term: 72 monthly	Final Payment Date: May 24, 2029
Total Paid: \$45,177.32	Payment: \$676.01	Final Payment: 676.57

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
1	Jun 24, 2023	\$676.01	\$245.51	\$430.50	\$0.00	\$676.01	\$30,142.45
2	Jul 24, 2023	\$676.01	\$248.99	\$427.02	\$0.00	\$676.01	\$29,893.45
3	Aug 24, 2023	\$676.01	\$252.52	\$423.49	\$0.00	\$676.01	\$29,640.93
4	Sep 24, 2023	\$676.01	\$256.10	\$419.91	\$0.00	\$676.01	\$29,384.84
5	Oct 24, 2023	\$676.01	\$259.72	\$416.29	\$0.00	\$676.01	\$29,125.11
6	Nov 24, 2023	\$676.01	\$263.40	\$412.61	\$0.00	\$676.01	\$28,861.71
7	Dec 24, 2023	\$676.01	\$267.14	\$408.87	\$0.00	\$676.01	\$28,594.57
8	Jan 24, 2024	\$676.01	\$270.92	\$405.09	\$0.00	\$676.01	\$28,323.65
9	Feb 24, 2024	\$676.01	\$274.76	\$401.25	\$0.00	\$676.01	\$28,048.89
10	Mar 24, 2024	\$676.01	\$278.65	\$397.36	\$0.00	\$676.01	\$27,770.24
11	Apr 24, 2024	\$676.01	\$282.60	\$393.41	\$0.00	\$676.01	\$27,487.65
12	May 24, 2024	\$676.01	\$286.60	\$389.41	\$0.00	\$676.01	\$27,201.04
13	Jun 24, 2024	\$676.01	\$290.66	\$385.35	\$0.00	\$676.01	\$26,910.38
14	Jul 24, 2024	\$676.01	\$294.78	\$381.23	\$0.00	\$676.01	\$26,615.60
15	Aug 24, 2024	\$676.01	\$298.96	\$377.05	\$0.00	\$676.01	\$26,316.65
16	Sep 24, 2024	\$676.01	\$303.19	\$372.82	\$0.00	\$676.01	\$26,013.46
17	Oct 24, 2024	\$676.01	\$307.49	\$368.52	\$0.00	\$676.01	\$25,705.97
18	Nov 24, 2024	\$676.01	\$311.84	\$364.17	\$0.00	\$676.01	\$25,394.13
19	Dec 24, 2024	\$676.01	\$316.26	\$359.75	\$0.00	\$676.01	\$25,077.87
20	Jan 24, 2025	\$676.01	\$320.74	\$355.27	\$0.00	\$676.01	\$24,757.13
21	Feb 24, 2025	\$676.01	\$325.28	\$350.73	\$0.00	\$676.01	\$24,431.84
22	Mar 24, 2025	\$676.01	\$329.89	\$346.12	\$0.00	\$676.01	\$24,101.95
23	Apr 24, 2025	\$676.01	\$334.57	\$341.44	\$0.00	\$676.01	\$23,767.39
24	May 24, 2025	\$676.01	\$339.31	\$336.70	\$0.00	\$676.01	\$23,428.08
25	Jun 24, 2025	\$676.01	\$344.11	\$331.90	\$0.00	\$676.01	\$23,083.97
26	Jul 24, 2025	\$676.01	\$348.99	\$327.02	\$0.00	\$676.01	\$22,734.98
27	Aug 24, 2025	\$676.01	\$353.93	\$322.08	\$0.00	\$676.01	\$22,381.05
28	Sep 24, 2025	\$676.01	\$358.95	\$317.06	\$0.00	\$676.01	\$22,022.11
29	Oct 24, 2025	\$676.01	\$364.03	\$311.98	\$0.00	\$676.01	\$21,658.08
30	Nov 24, 2025	\$676.01	\$369.19	\$306.82	\$0.00	\$676.01	\$21,288.89
31	Dec 24, 2025	\$676.01	\$374.42	\$301.59	\$0.00	\$676.01	\$20,914.47
32	Jan 24, 2026	\$676.01	\$379.72	\$296.29	\$0.00	\$676.01	\$20,534.75
33	Feb 24, 2026	\$676.01	\$385.10	\$290.91	\$0.00	\$676.01	\$20,149.65
34	Mar 24, 2026	\$676.01	\$390.56	\$285.45	\$0.00	\$676.01	\$19,759.09

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
35	Apr 24, 2026	\$676.01	\$396.09	\$279.92	\$0.00	\$676.01	\$19,363.00
36	May 24, 2026	\$676.01	\$401.70	\$274.31	\$0.00	\$676.01	\$18,961.30
37	Jun 24, 2026	\$676.01	\$407.39	\$268.62	\$0.00	\$676.01	\$18,553.91
38	Jul 24, 2026	\$676.01	\$413.16	\$262.85	\$0.00	\$676.01	\$18,140.75
39	Aug 24, 2026	\$676.01	\$419.02	\$256.99	\$0.00	\$676.01	\$17,721.73
40	Sep 24, 2026	\$676.01	\$424.95	\$251.06	\$0.00	\$676.01	\$17,296.78
41	Oct 24, 2026	\$676.01	\$430.97	\$245.04	\$0.00	\$676.01	\$16,865.81
42	Nov 24, 2026	\$676.01	\$437.08	\$238.93	\$0.00	\$676.01	\$16,428.73
43	Dec 24, 2026	\$676.01	\$443.27	\$232.74	\$0.00	\$676.01	\$15,985.46
44	Jan 24, 2027	\$676.01	\$449.55	\$226.46	\$0.00	\$676.01	\$15,535.91
45	Feb 24, 2027	\$676.01	\$455.92	\$220.09	\$0.00	\$676.01	\$15,079.99
46	Mar 24, 2027	\$676.01	\$462.38	\$213.63	\$0.00	\$676.01	\$14,617.61
47	Apr 24, 2027	\$676.01	\$468.93	\$207.08	\$0.00	\$676.01	\$14,148.69
48	May 24, 2027	\$676.01	\$475.57	\$200.44	\$0.00	\$676.01	\$13,673.12
49	Jun 24, 2027	\$676.01	\$482.31	\$193.70	\$0.00	\$676.01	\$13,190.81
50	Jul 24, 2027	\$676.01	\$489.14	\$186.87	\$0.00	\$676.01	\$12,701.67
51	Aug 24, 2027	\$676.01	\$496.07	\$179.94	\$0.00	\$676.01	\$12,205.60
52	Sep 24, 2027	\$676.01	\$503.10	\$172.91	\$0.00	\$676.01	\$11,702.50
53	Oct 24, 2027	\$676.01	\$510.22	\$165.79	\$0.00	\$676.01	\$11,192.28
54	Nov 24, 2027	\$676.01	\$517.45	\$158.56	\$0.00	\$676.01	\$10,674.82
55	Dec 24, 2027	\$676.01	\$524.78	\$151.23	\$0.00	\$676.01	\$10,150.04
56	Jan 24, 2028	\$676.01	\$532.22	\$143.79	\$0.00	\$676.01	\$9,617.82
57	Feb 24, 2028	\$676.01	\$539.76	\$136.25	\$0.00	\$676.01	\$9,078.07
58	Mar 24, 2028	\$676.01	\$547.40	\$128.61	\$0.00	\$676.01	\$8,530.66
59	Apr 24, 2028	\$676.01	\$555.16	\$120.85	\$0.00	\$676.01	\$7,975.50
60	May 24, 2028	\$676.01	\$563.02	\$112.99	\$0.00	\$676.01	\$7,412.48
61	Jun 24, 2028	\$676.01	\$571.00	\$105.01	\$0.00	\$676.01	\$6,841.48
62	Jul 24, 2028	\$676.01	\$579.09	\$96.92	\$0.00	\$676.01	\$6,262.39
63	Aug 24, 2028	\$676.01	\$587.29	\$88.72	\$0.00	\$676.01	\$5,675.10
64	Sep 24, 2028	\$676.01	\$595.61	\$80.40	\$0.00	\$676.01	\$5,079.48
65	Oct 24, 2028	\$676.01	\$604.05	\$71.96	\$0.00	\$676.01	\$4,475.43
66	Nov 24, 2028	\$676.01	\$612.61	\$63.40	\$0.00	\$676.01	\$3,862.83
67	Dec 24, 2028	\$676.01	\$621.29	\$54.72	\$0.00	\$676.01	\$3,241.54
68	Jan 24, 2029	\$676.01	\$630.09	\$45.92	\$0.00	\$676.01	\$2,611.45
69	Feb 24, 2029	\$676.01	\$639.01	\$37.00	\$0.00	\$676.01	\$1,972.44
70	Mar 24, 2029	\$676.01	\$648.07	\$27.94	\$0.00	\$676.01	\$1,324.37
71	Apr 24, 2029	\$676.01	\$657.25	\$18.76	\$0.00	\$676.01	\$667.12
72	May 24, 2029	\$676.57	\$667.12	\$9.45	\$0.00	\$676.57	\$0.00

Lease Addendum
Clonsilla Auto Sales & Leasing 926749 Ontario Ltd
Hereafter referred to as CAS

Addendum to lease with _____
Hereafter referred to as the Lessee _____

All vehicles are delivered in good working order. We supply, from date of delivery, a 100% parts and labour warranty for 15 days. For the following 15 day's we cover 50% of parts and labour. **This warranty excludes** air conditioners, stereo system's and tire pressure monitors. Work must be done at the garage of our choice.

After 30 days all repairs and maintenance of the vehicle is the responsibility of the Lessee. This includes, but is not limited to: regular oil changes, filters, fluids, tires.

I have inspected the windshield to confirm it is free of defects, chips or cracks and is in perfect condition.

In the event that the Lessee changes residence, a new address and phone number must be provided to CAS within 48 hours of the change. Failure to do so is a breach of the contract agreement.

The Lessee may not relocate or licence the CAS vehicle outside the province of Ontario.

CAS will retain a set of keys to the leased vehicle, if available, and will be provided to the Lessee upon the completion of the lease term.

I consent to CAS obtaining a report of my credit record as required throughout the term of this lease and/or buyout, and that CAS can report to the TransUnion of Canada credit agency on my behalf.

Vehicle lease payments are to be made by automatic debit. Any other payment type (cash, cheque, etransfer etc.) will result in a minimum \$35.00 administration fee per transaction.

Insurance with a \$1,000,000. Liability and Collision coverage with a \$500 deductible must be maintained for the duration of the lease contract.

CAS reserves the right to install and utilize an anti-theft device on any leased vehicle. Tampering or removal of the device is subject to immediate repossession.

CAS reserves the right to repossess the vehicle and terminate the contract if a police report indicates that it has been used for any criminal activity by the Lessee or anyone whom the Lessee has permitted to use said vehicle.

Vehicles that are seized for Non-Payment or Insurance Cancellation may be returned to the Lessee at the discretion of CAS.

In the event of a total loss insurance claim, payments must be made until the remaining balance of the lease is paid in full by either the insurance company or a combination of the Lessee and the insurance company.

In the event that the Lessee does not pay the buy out within 15 days of the final lease payment, the Lessee grants CAS permission to use the account of the Lessee at the same interest rate as in the lease contract until the buy out is paid in full.

In the event of a missed payment, or returned payment, the Lessee must contact CAS within 48 hours to make arrangements for repayment within 7 days. If no contact is made within that time, CAS reserves the right to repossess the vehicle at the cost of the Lessee, for breach of contract

Service Fees may be incurred during the lease contract - these fee amounts are subject to change without notice as directed by management of CAS. Fees are currently as follows:

Returned Item Fee – For any reason including but not limited to (NSF, Account Closed, Stop Payment, Account Frozen etc. charged per transaction	\$100.00
Payment arrangements must be made within 48 hours of Returned Item if arrangements have not been made and the office must continue to follow up - there will be an additional fee of \$5 per day fee until arrangements have been made – this fee is charged per day.....	\$5.00
Move Payment fee – Within current pay period – charged per transaction	\$15.00
Move Payment Fee – Outside current pay period – charged per week	\$25.00
Insurance Threat of Cancellation – charged per incident.....	\$50.00
Payment Handling Fee – for any manual payment not processed through Pre-Authorized Debit Contract - Banking – charged per transaction (etransfer, cash, cheque debit credit card etc)	\$15.00
Vehicle Repossession – minimum fee charged – based on time commitment from office and Costs incurred from Contractors – charged per incident	\$100.00

In the event of a missed payment, (NSF, Stopped Payment or Account Closed/Frozen/Not Cleared etc.), the Lessee must contact CAS within 48 hours to make arrangements for repayment within 7 days. If no contact is made within that time, CAS reserves the right to repossess the vehicle at the cost of the Lessee, for breach of contract

I have read and acknowledge all terms of the addendum to the l

Print Name _____ Signature _____ Date June 26/23

Print Name _____ Signature _____ Date _____

Witness Name Rastislav Scasy Signature _____ Date June 26/23



CLIENT NUMBER C001991117 **POLICY NUMBER** A000912540 **POLICY PERIOD**
At 12:01 A.M. local times at the Named Insured's postal address
May 29, 2023 to May 29, 2024

June 23, 2023

REASON FOR ISSUANCE
Confirmation of Coverage

BROKER
SUREXDIRECT - BURLINGTON
100 - 3050 HARVESTER RD
PO BOX 829
BURLINGTON, ON L7N 3J1
1-855-242-6612

926749 ONTARIO LTD - CLONSILLA
AUTO SALES
809 CLONSILLA AVE
PETERBOROUGH ON K9J 5V2

INSURER: CAA INSURANCE COMPANY
60 COMMERCE VALLEY DRIVE E.,
THORNHILL, ONTARIO L3T 7P9

LESSOR/LIENHOLDER 926749 ONTARIO LTD - CLONSILLA AUTO SALES
809 CLONSILLA AVE
PETERBOROUGH ON K9J 5V2

POLICY NUMBER A000912540
EFFECTIVE DATE June 23, 2023
EXPIRY DATE March 29, 2024
NAMED INSURED [REDACTED]

AUTOMOBILE DETAILS 2018 HYUNDAI ELANTRA
VIN NUMBER KMH35LE9JU061271

AUTOMOBILE COVERAGES
LIABILITY INCLUSIVE LIMIT \$1,000,000
DEDUCTIBLE
 COLLISION OR UPSET \$1000
 COMPREHENSIVE \$500
 ALL PERILS NA

ENDORSEMENTS: Family Protection (OPCF 44R)
Permission to Rent or Lease (OPCF 5)

Appendix G

Williams, Richard

From: Leigh Bayes <Leigh.Bayes@omvic.on.ca>
Sent: Tuesday, October 17, 2023 11:11 AM
To: Hugh Waddell; gerald@clonsillaautosales.com
Cc: Marcela Coellar
Subject: OMVIC Inspection - Clonsilla Auto Sales ad Leasing
Attachments: Consilla Auto Sales and Leasing - inspection findings - 2023-10-17.pdf

Good Morning,

With Regards to the warranty payments, I am aware of these processes regarding bulk payments; however, the issue is we have not received confirmation of any type of payment (individual or monthly) for the VIN's provided. We have only received an electronic document that relates to the warranty amount. These were items that were requested from the Dealership on August 25, 2023 with multiple follow ups including an e mail from my Manager. To-date, we have not received confirmation of any warranty payments (individual or monthly) along with all other items noted in my October 12th, 2023 e mail out.

The Inspection is deemed incomplete as not all the requested documentation has been received. Your file has been forwarded to Management for further review. Below, please see the Inspection findings along with a explanation to confirm our observations.

1. Dealer is required to comply with the MVDA, 2002, O. Reg. 333/08, s. 47(7)(c). The dealer must remit payment for all 3rd party warranties sold within 7 days.

Warranty payments are outstanding. Unable to confirm, however, e mail below received from Maryanne states that warranties are paid on monthly basis. Dealer has a financial obligation that warranties are paid within seven days.

2. Dealer is required to comply with the MVDA 2002, O. Reg. 333/08, s. 56. All records pertaining to the business must be available for review on site.

A number of records were not available for review on our initial visit dated August 25th, 2023. We subsequently followed up with an e mail request on August 25, 2023, September 20th, September 22nd, September 25th, September 27th, October 5th, 2023 and October 12th, 2023. To-Date, the Dealership has failed to provide us with the requested documents.

3. Dealer is required to comply with the MVDA 2002/COE, O. Reg. 332/08, s. 9(5)(c). Dealer must pay any outstanding loan on all vehicles being traded in.

Dealer is under positive obligation to satisfy all existing liens for vehicles that have been traded in by confirming that all outstanding loans have been fulfilled ([REDACTED])

4. Dealer is required to comply with the Sales of Goods Act R.S.O. 1990, c. S. 1, s. 13. The dealer must ensure the goods will be free from any charge or encumbrance for all sales transactions.

Inspection revealed a number of vehicles has existing liens with previous owners for in-house and external loans. Dealer is under positive obligation to ensure liens are cleared prior to the sale transaction taking place ([REDACTED])

5. Dealer is required to comply with the MVDA 2002, O. Reg. 333/08, s. 36(7). Where a cash price is in an advertisement, the total price must include all mandatory fees.

VIN: 1J4BA3H11BL567947, Vehicle is listed in the ad for \$22,995, copy of the Bill of Sale, vehicle was leased for \$24,094 with an additional document fee of \$595 as well the \$10 OMVIC fee.

6. Dealer is required to comply with the MVDA 2002, O. Reg. 333/08, s. 31. Dealer has 5 business days to notify the Registrar in writing of any changes to their Registration.

Our records indicate that Meggan Waddell, Gerald Shapiro and Nancy Waddell are listed as the officers of the Dealership. During our visit on August 25, 2023, Hugh Waddell indicated to us that he a Person in Charge, Officer and Director of the Dealership. Dealership must notify the Registrar of these changes by submitting a copy of the Business Change Notice, with all supporting documents within five business days.

7. Dealer is required to comply with the MVDA 2002, s. 15(4). Dealer is required to produce documents or records when requested by the Inspector during the course of the inspection.

A number of records were not available for review on our initial visit dated August 25th, 2023. We subsequently followed up with an e mail request on August 25, 2023, September 20th, September 22nd, September 25th, September 27th, October 5th, 2023 and October 12th, 2023. To-Date, the Dealership has failed to provide us with the requested documents.

8. Dealer has failed to provide the Inspector with all documents requested on August 25, 2023.

Our last correspondence to the Dealership is dated October 12th 2023, Please refer back to that correspondence to submit all documents requested by a representative of the Registrar.

Please find an attached copy of the Inspection findings for your review and signature. If you wish to provide a response to the above mentioned findings, please do so in writing to leigh.bayes@omvic.on.ca.

Leigh Bayes
Inspector



Ontario Motor Vehicle Industry Council
65 Overlea Boulevard, Suite 300
Toronto, Ontario M4H 1P1
416-768-0368
leigh.bayes@omvic.on.ca

From: maryanne@clonsillaaautosales.com <maryanne@clonsillaaautosales.com>
Sent: Monday, October 16, 2023 5:25 PM
To: Leigh Bayes <Leigh.Bayes@omvic.on.ca>
Cc: 'Hugh Waddell' <hugh@clonsillaaautosales.com>
Subject: FW: Ref # 319528

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good Afternoon: I have not been able to isolate the individual payments for the warranties as we make payments monthly that cover statements not individual warranties. I have provided a list of the ones you would like payment verification to our Warranty representative – he has agreed to search the payments that cover the individual warranties and provide the information to you. I will forward as soon as it is available. He believes it will be 24-48 hours...

I will update you as soon as I get it from the Warranty Company

Maryanne Jacobs
maryanne@clonsillaautosales.com
809 Clonsilla Avenue
Peterborough, ON
K9J 5Y2
(705) 742-6500 office
(705) 749-6407 fax

From: Leah Blake-leach <blake-leach@collectlink.com>
Sent: Thursday, October 12, 2023 2:25 PM
To: 'maryanne@clonsillaautosales.com' <maryanne@clonsillaautosales.com>
Subject: Ref # 319528

Hi Maryanne,

Please as per our phone conversation, see the newest PPSA attached; if you could provide a lien discharge for both liens.

Thank you,

Leah Blake-Leach
Vendor Performance Specialist – DS Repossession Services
t 888.777.3396 / 764098
f 866.371.3252
▶ FCT.ca

Proud to be named one of Canada's Best Workplaces by Great Place To Work®!

Please consider the environment before printing this email message

INSPECTION FINDINGS

Dealer Name: _____ Inspection Date: August 25, 2023

Address: _____ Registration Number:

Inspection conducted pursuant to the *Motor Vehicle Dealers Act, 2002* and Regulations

INSPECTION FINDINGS

Page ____ of ____

INSPECTOR NAME AND SIGNATURE

Name: _____ Email: _____ Signature: Leigh Bayes

ACKNOWLEDGEMENT (To be signed by OMVIC registrant or official)

Date: _____ Name: _____
Title: _____ Signature of Registrant or Official: _____

- A. Issuing this notice does not impair the statutory powers of the Registrar to enforce compliance with the relevant legislation
- B. Your signature means you have received a copy of this notice and is not an admission of non-compliance, nor is it an official warning.
- C. **If I am not the owner**, I agree to forward these findings to the owner of the dealership.

**IN THE MATTER OF AN APPLICATION UNDER SECTION 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**

ENLIGHTENED FUNDING CORPORATION and **VELOCITY ASSET AND CREDIT CORPORATION AND 926749
ONTARIO LTD. O/A CLONSILLA AUTO SALES AND LEASING**

Applicant

Respondents

Court File No.: CV-23-00707330-00CL

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

Proceedings commenced in Toronto

**SUPPLEMENT TO THE THIRD REPORT OF
DELOITTE RESTRUCTURING INC. IN ITS
CAPACITY AS COURT-APPOINTED RECEIVER**

THORNTON GROUT FINNIGAN LLP

100 Wellington St. West
Suite 3200

TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

Derek Harland (LSO# 79504N)

Email: dharland@tgf.ca

Tel: 416 304-1616

Counsel for the Receiver, Deloitte Restructuring Inc.
in its capacity as Court-appointed Receiver

**IN THE MATTER OF AN APPLICATION UNDER SECTION 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**

ENLIGHTENED FUNDING CORPORATION and **VELOCITY ASSET AND CREDIT CORPORATION AND 926749
ONTARIO LTD. O/A CLONSILLA AUTO SALES AND LEASING**

Applicant

Respondents

Court File No.: CV-23-00707330-00CL

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

Proceedings commenced in Toronto

**Supplemental Motion Record of Deloitte
Restructuring Inc. in its Capacity as
Court-Appointed Receiver**

THORNTON GROUT FINNIGAN LLP
100 Wellington St. West
Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)
Email: rkennedy@tgf.ca

Derek Harland (LSO# 79504N)
Email: dharland@tgf.ca

Tel: 416 304-1616

Counsel for the Receiver, Deloitte Restructuring Inc.
in its capacity as Court-appointed Receiver