

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

RESPONDING MOTION RECORD OF THE RECEIVER

May 14, 2024

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Restructuring Inc. in its capacity as Court-
appointed Receiver

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

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**FOURTH REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER
DATED MAY 14, 2024**

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INTRODUCTION AND PURPOSE OF THIS REPORT

1. On October 6, 2023, Enlightened Funding Corporation (“**Enlightened**”) issued a Notice of Application to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver of the property, assets, and undertakings of Velocity Asset and Credit Corporation (“**Velocity**”) and certain property of 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing (the “**Dealer**” and, together with Velocity, the “**Debtors**”), including all of the Leases, Leased Vehicles, Rights, Collections and the Dealer Blocked Account (each as defined in a dealer security agreement entered into between Enlightened and the Dealer) and all products or proceeds thereof (the “**Dealer Property**”).
2. On October 26, 2023, pursuant to an order of the Court (the “**Receivership Order**”), Deloitte was appointed as receiver (the “**Receiver**”) of the property, assets, and undertakings of Velocity and certain property of the Dealer. A copy of the Receivership Order is attached hereto as **Appendix “A”**.
3. On December 8, 2023, pursuant to an order (the “**A&R Receivership Order**”) of the Court, Deloitte was appointed as receiver over all the property, assets, and undertakings of Velocity and of the Dealer (together, the “**Property**”). A copy of the A&R Receivership Order is attached hereto as **Appendix “B”**.
4. The A&R Receivership Order authorizes and empowers the Receiver to exercise control over all of the Property, including proceeds.

5. On May 3, 2024, pursuant to an Order (the “**Bankruptcy Order**”) of the Court, Deloitte was granted the power to assign the Debtors into bankruptcy. A copy of the Bankruptcy Order and the Endorsement is attached hereto as **Appendix “C”**.
6. The purpose of this fourth report of the Receiver (the “**Fourth Report**”) is to provide information to the Court with respect to the motion brought by Jaqstan Consulting Inc. o/a AutoLoans 4 You (“**AutoLoans**”) seeking the following relief:
 - a) a declaration that AutoLoans acquired all of the Dealer’s right, title, and ownership and leasehold interests, in and to the Four Vehicles (defined below);
 - b) an order directing the Receiver to deliver, and to do all things necessary in order to deliver, all ownership documents and any other documents or files in connection with the acquisition, ownership, and leasing of each of the Four Vehicles;
 - c) an accounting of all funds, whether lease payments or otherwise, received by the Receiver or its agents in connection with the Four Vehicles;
 - d) an order directing the Receiver to pay over to AutoLoans all funds, whether lease payments or otherwise, received by the Receiver or its agents in connection with the Four Vehicles, without deduction of any kind; and
 - e) an order directing the Receiver to forthwith discharge any and all registrations made against the Four Vehicles at the expense of the Receiver.

TERMS OF REFERENCE

7. In preparing this Fourth Report, Deloitte has been provided with, and has relied upon the Debtors’ books and records, unaudited, draft, and/or internal financial information,

discussions with the Debtors' management, shareholders, employees, and information from third-party sources (collectively, the "**Information**"). Except as otherwise described in this Fourth Report:

- a) Deloitte has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.
- b) The Receiver has filed this Fourth Report solely for the purpose of providing information to this Court. Parties using the Fourth Report other than for the purposes outlined herein are cautioned it may not be appropriate for their purposes.

- 8. Unless otherwise stated, all dollar amounts contained in this Fourth Report are expressed in Canadian dollars.

DISCOVERY OF THE AUTOLOANS TRANSACTION

- 9. On December 13, 2024, the Receiver identified correspondence in the corporate email account of the Dealer's former principal, Mr. Hugh Waddell ("**Waddell**"), that suggested leases in respect of four vehicles (the "**Four Vehicles**") had been assigned to a third party, AutoLoans. AutoLoans is controlled by Jacquie Rabinowitz ("**Jacquie**") and Stan Rabinowitz, who are related to Gerald Shapiro (a shareholder and employee of the Dealer and of Waddell). Jacquie previously worked at Velocity.

10. The Receiver conducted a review of Waddell's email account, the email accounts of other Dealer employees, and correspondence with lessees. As a result of that review, the Receiver determined that Jacquie had been corresponding directly with the Dealer's lessees and directing them to make their monthly lease payments to AutoLoans and not to the Receiver.
11. On December 19, 2023, the Receiver spoke with Jacquie by telephone and informed her that she was interfering with the Receiver's mandate by trying to improperly redirect lease payments owed to the Dealer. On December 20, 2023, the Receiver confirmed this discussion in an email to Jacquie, a copy of which is attached hereto as **Appendix "D"**.
12. Following this telephone conversation and email exchange, the Receiver reviewed the books and records of the Dealer (the "**Records**") with respect to any transactions involving Jacquie and AutoLoans. The Records included four documents dated November 30, 2023, each described as a fixed rate installment note ("**FRIN**") between AutoLoans, the Dealer and Waddell. Copies of the FRINs are attached hereto as **Appendix "E"**.
13. The FRINs are debt instruments that evidence obligations of the Dealer to AutoLoans with respect to the Four Vehicles and the corresponding leases. Waddell guaranteed the obligations of the Dealer to AutoLoans under the FRINs.
14. Under the FRINs, if the Dealer defaulted on its monthly payments to AutoLoans for a period of more than 60 days, the lease and the lease receivables would be assigned to AutoLoans. As at December 8, 2023, the date of the A&R Receivership Order, no default had occurred. Any default, rights and remedies under the FRINs were stayed by operation of the Receivership Order and the A&R Receivership Order.

COMMUNICATION WITH COUNSEL FOR AUTOLOANS

15. On January 3, 2024, the Receiver received a letter from Spizzirri Law Professional Corporation (“**Spizzirri**”), counsel to AutoLoans. Spizzirri advised that, contrary to the terms of the FRINs, AutoLoans had purchased the Four Vehicles. As evidence for the transaction between AutoLoans and the Dealer, Spizzirri provided the Receiver with documents including:
- a) An agreement dated November 30, 2023 purportedly documenting the purchase of the Four Vehicles by AutoLoans;
 - b) For each vehicle, the FRIN Agreement with respect to each vehicle;
 - c) For each vehicle, a separate purchase agreement dated November 30, 2023, purporting to transfer the vehicle to AutoLoans;
 - d) For each vehicle, a confirmation of PPSA registration made by AutoLoans against the Dealer and the individual lessee. With respect to each security interest, each PPSA registration indicates the secured party is AutoLoans and the collateral is a Lease Agreement, with a term. AutoLoans was the registering agent in each case and made such registrations on November 29, 2023. The term of each registration was for one year;
 - e) Wire instructions and a copy of a bank draft in the amount of \$67,749, representing a portion of the purchase price. The balance of the purchase price, in the amount of \$22,793, was purportedly paid via a reduction of amounts allegedly owing by the Dealer to AutoLoans and certain related entities; and

- f) Copies of emails from a Dealer employee to each lessee of the Four Vehicles advising the lessee that there had been a “change in the structure of the lender for your lease” and directing the lessee to make payment directly to the lender, AutoLoans, via e-transfer.
16. As noted above, Spizzirri also provided the FRINs as evidence of the agreement between the Dealer and AutoLoans. There was no suggestion in Spizzirri’s letter that the FRINs were not valid and binding documents evidencing the agreement between the Dealer and AutoLoans. A copy of the letter dated January 3, 2024, from Spizzirri to the Receiver is attached hereto as **Appendix “F”**.
17. After reviewing the email correspondence and the various documentation provided by Jacquie and Spizzirri, the Receiver concluded that the valid transactions completed by the Dealer and AutoLoans were financing arrangements that created unsecured debt obligations of the Dealer to AutoLoans and did not constitute a purchase of the Four Vehicles by AutoLoans.
18. On or about January 10, 2023, the Receiver and its legal counsel, Thornton Grout Finnigan LLP (“**TGF**”), communicated the Receiver’s position to Spizzirri.
19. On April 16, 2024, AutoLoans served its Motion Record in support of their requested relief (the “**Motion Record**”).
20. As set out below, the Motion Record contains numerous affidavits that include statements that are materially inconsistent with the documentary evidence obtained by the Receiver as part of its review of the Records. The affidavit evidence does not change the Receiver’s

view that the valid transactions completed by the Dealer and AutoLoans were financing arrangements that created unsecured debt obligations of the Dealer to AutoLoans.

CHRONOLOGY OF AUTOLOANS TRANSACTION

21. Prior to the transaction related to the Four Vehicles, the Dealer and AutoLoans had an existing lending arrangement whereby AutoLoans provided financing for the Dealer's leasing business.
22. On November 27, 2023, Waddell sent Jacquie a list of leases for which the Dealer was seeking financing. The same day, Jacquie replied and wrote: (emphasis added)

“Stan¹ said he will lend money in exchange for security on the leases up to \$50,000. So can you please let me know who your best payers are on the list you sent? And just to confirm I can find the deals and all the documents in velocity? I just need to talk to our accountant to find out whether to do it personally or through one of the companies. And re the PPSA's, are PPSA's registered on any of the deals you have sent? **Or will I be registering against Clonsilla and the Lessee at the same time?”**

23. On November 28, 2023, Waddell responded to Jacquie and requested “at least \$90,000.00 to \$100,000.00” in financing “because I have to immediately pay about 15,000.00 to you to catch up and I have to do payroll and rent this week for the 1st so the 75,000.00 that remains will be all used up and pay 50,000 to next gear to keep them off my back.”

¹ “Stan” is Stan Rabinowitz.

Waddell also advised Jacquie that she could pull the information directly from the Velocity database, indicating Jacquie had access to the Velocity database.

24. The same day, Jacquie responded and said she would need to do due diligence on the Four Vehicles. In a later email the same day, Jacquie advised the funding would not be provided that day because there was further due diligence to perform and she would need to register financing statements under the PPSA before any transaction was done. Jacquie advised that she would be funding leases in exchange for monthly blended principal and interest payments. A copy of the email chain between Waddell and Jacquie for emails between November 27 and 28, 2023, is attached hereto as **Appendix “G”**.
25. Jacquie then advised that she had registered her security interest against one of the Four Vehicles and asked if she should “go fund this one now?” An example of this exchange is attached hereto as **Appendix “H”**.
26. On November 29, 2023, Jacquie sent Waddell a spreadsheet of the four leases (in respect of the Four Vehicles) that AutoLoans was prepared to fund. The Excel spreadsheet attached to the email included a debt repayment schedule. A copy of the email and attachment is attached hereto as **Appendix “I”**.
27. On November 29, 2023, AutoLoans registered PPSA financing statements in respect of the Four Vehicles with the Dealer listed as the business debtor. Copies of the PPSA registration confirmations are attached hereto as **Appendix “J”**.
28. In paragraphs 14 and 15 of her affidavit sworn April 15, 2024 (the “**Jacquie Affidavit**”), Jacquie states that she prepared a draft FRIN and sent it to Waddell, however, such document was subject to further review. Jacquie states that Waddell signed four copies

of the FRIN, one for each of the Four Vehicles, and returned them to Jacquie. Jacquie states that Waddell did this despite her advice not to sign the draft FRINs and that she again advised Waddell by phone that “I would not advance funds until I had spoken to Warren and determined how the deal would be structured and what the form of the documentation would be.” This is inconsistent with the documentary evidence provided below.

29. On November 30, 2023, at 12:36 P.M., Jacquie sent Waddell an email attaching a draft version of the FRINs. Her cover email stated: “I have drafted the attached. Please review and confirm this is ok...Once final draft has been confirmed, I will complete them and send them off to you for signature Hugh.” The draft FRIN did not contain the details of the lessee or the vehicle, which were left blank. A copy of Jacquie’s email on November 30, 2023 (12:36 pm) and attachment is attached hereto as **Appendix “K”**.
30. On November 30, 2023, at 1:14 P.M., Waddell responded to Jacquie and advised that the draft FRIN sent by Jacquie was agreeable to the Dealer. A copy of this email is attached hereto as **Appendix “L”**.
31. On November 30, 2023, at 2:55 P.M. Jacquie sent execution copies of the FRINs for the Four Vehicles to Waddell in four separate emails. Each cover email stated: “Please sign and scan back. Thank you, Jacquie.” These execution copies had the lessee and vehicle information populated. These were the versions of the FRINs signed by Waddell, at the direction of Jacquie. Copies of the four emails and the attachments from Jacquie to Waddell are attached hereto as **Appendix “M”**. A copy of the email and the attachment from Waddell to Jacquie, returning the signed FRINs, is attached hereto as **Appendix “N”**.

32. On December 1, 2023, AutoLoans sent the Dealer a wire payment in the amount of \$67,749.92. The Jacquie Affidavit confirmed that AutoLoans sent the funds on December 1, 2023. A copy of the wire statement is attached hereto as **Appendix “O”**.
33. On December 6, 2023, Jacquie sent Waddell an invoice for the cost of PPSA registrations made in connection with the registration of the loan documented by the FRINs and advised Waddell “Note I only registered the PPSA's on the lease deals for 1 year to start. I can always renew them next year depending on where we are at with them.” A copy of this email is attached hereto as **Appendix “P”**.
34. Based on a review of the Records, there are no emails or documents evidencing the negotiation or execution of the alleged purchase agreements, or the termination or repudiation of the FRINs.
35. The affidavit of Paul Shapiro sworn April 15, 2024 (the “**Shapiro Affidavit**”), indicates that between December 1, 2023 and December 4, 2023, Mr. Shapiro drafted the purchase agreement documents. There are no email exchanges between Mr. Shapiro and Waddell (or anyone else at the Dealer) in the Records reflecting this.
36. The only emails exchanged between Waddell and Mr. Shapiro on December 4, 2023 is an email from Waddell to Mr. Paul Shapiro at 4:06 P.M. which attached a document titled “Accounting Problem Section 1” with a list of vehicles subject to the security of Enlightened Funding Corporation. A copy of the email and attachment is attached hereto as **Appendix “Q”**.

CONCLUSION AND RECOMMENDATION

37. The Receiver maintains its view that the valid transactions completed by the Dealer and AutoLoans in respect of the Four Vehicles were financing arrangements that created unsecured debt obligations of the Dealer to AutoLoans.
38. The Receiver recommends that the Court dismiss the motion brought by AutoLoans and award the Receiver costs on a substantial indemnity basis.

All of which is respectfully submitted at Toronto, Ontario this 14th day of May, 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”

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

THE HONOURABLE)	THURSDAY, THE 26 th
)	
JUSTICE CONWAY)	DAY OF OCTOBER, 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***

RECEIVERSHIP ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Deloitte Restructuring Inc. ("**Deloitte**") 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**") acquired for, or used in relation to a business carried on by Velocity, including all proceeds thereof, and of the Dealer Property (as defined in the affidavit of Eamonn Glavey sworn October 6, 2023 and the Exhibits thereto (the "**Glavey Affidavit**")) of 926749 Ontario Ltd. (the "**Dealer**" and together with Velocity, the "**Debtors**"), including all proceeds thereof, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Glavey Affidavit, the Responding Record dated October 20, 2023 and the Affidavit of Eamonn Glavey sworn October 24, 2023, and on hearing the submissions of counsel for the Applicant, the proposed 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, and on reading the consent of Deloitte to act as the Receiver,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Glavey Affidavit.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the present and future assets, undertakings and real and personal property of Velocity acquired for, or used in relation to, a business carried on by Velocity, including all proceeds thereof, and of the Dealer Property of the Dealer, including all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of any of the Debtors in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any of them, in connection with the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors in connection with the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property or any part or parts thereof;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of either of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to undertake any investigations deemed appropriate by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,
- (t) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including either of the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that: (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all

of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any of the Property in each such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

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

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the

environment to which the Debtors are subject, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the

credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that any and all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on

the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered, with the prior written consent of Peoples Trust Company of Canada ("**PTC**"), to borrow by way of: (a) advances from the Applicant irrevocably directed to the Receiver pursuant to the terms of the Enlightened Credit Agreement; or (b) advances from PTC, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$470,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest provided for in the Enlightened Credit Agreement (with respect to advances from the Applicant) or at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange (with respect to advances from PTC), for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures (the "**Receiver's Borrowings**"). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the Receiver's Borrowings, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for the Receiver's Borrowings pursuant to this Order.

25. **THIS COURT ORDERS** that the Receiver's Borrowings borrowed pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.insolvencies.deloitte.ca/en-ca/pages/search-insolvencies.aspx>.

27. **THIS COURT ORDERS** that the Debtors, the Receiver, the Applicant and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by

forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

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

GENERAL

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

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

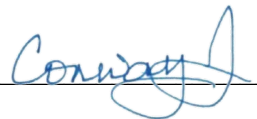
31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or Europe to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts,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

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

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a full indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

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

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



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Deloitte Restructuring Inc., the 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**") acquired for, or used in relation to a business carried on by Velocity, including all proceeds thereof, and of the Dealer Property (as defined in the affidavit of Eamonn Glavey sworn October 6, 2023) of 926749 Ontario Ltd., including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 26th day of October, 2023 (the "**Order**") made in an action having Court file number CV-23-00707330-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2023.

Deloitte Restructuring Inc., solely in its
capacity as Receiver of the Property, and not in
its personal or corporate capacity

Per: _____

Name:

Title:

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE <i>BANKRUPTCY AND INSOLVENCY ACT</i> , R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE <i>COURTS OF JUSTICE ACT</i>		
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
		RECEIVERSHIP ORDER
		BENNETT JONES LLP One First Canadian Place, Suite 3400 P.O. Box 130 Toronto, ON M5X 1A4 Raj Sahni (LSO# 42942U) Tel: (416) 777-4804 Email: sahnir@bennettjones.com Aiden Nelms (LSO#: 74170S) Tel: (416) 777-4642 Email: nelmsa@bennettjones.com Milan Singh-Cheema (LSO#: 88258Q) Tel: (416) 777-5521 Email: singhcheemam@bennettjones.com Lawyers for the Applicant

Appendix “B”

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

THE HONOURABLE)	FRIDAY, THE 8 th
)	
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***

AMENDED AND RESTATED RECEIVERSHIP ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Deloitte Restructuring Inc. ("**Deloitte**") 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 Affidavit of Eamonn Glavey sworn October 6, 2023 (the “**Glavey Affidavit**”), the Responding Record dated October 20, 2023 the Affidavit of Eamonn Glavey sworn October 24, 2023 and the First Report of the Receiver dated December 4, 2023, and on hearing the submissions of counsel for the Applicant, the proposed 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, and on reading the consent of Deloitte to act as the Receiver,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Glavey Affidavit.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the present and future assets, undertakings and real and personal property of the Debtors acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”).

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of any of the Debtors in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any of them, in connection with the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors in connection with the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property or any part or parts thereof;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the either of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to undertake any investigations deemed appropriate by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors; and
- (t) in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including either of the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that: (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all

of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any of the Property in each such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

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

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

INVESTIGATIVE POWERS

9. **THIS COURT ORDERS** that the Receiver is hereby authorized to exercise all available investigative and other rights and remedies that are available to a trustee in bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B- 3, as amended.

10. **THIS COURT ORDERS** that the Receiver is hereby authorized to examine under oath any Person, including but not limited to representatives of the Debtors, that the Receiver reasonably considers to have knowledge of the affairs or Property of the Debtors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

12. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment to which the Debtors are subject, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

17. **THIS COURT ORDERS** that any and all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

18. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal

information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

21. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

24. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered, with the prior written consent of Peoples Trust Company of Canada ("**PTC**"), to borrow by way of: (a) advances from the Applicant irrevocably directed to the Receiver pursuant to the terms of the Enlightened Credit Agreement; or (b) advances from PTC, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$750,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest provided for in the Enlightened Credit Agreement (with respect to advances from the Applicant) or at such rate or rates of interest as it deems advisable

for such period or periods of time as it may arrange (with respect to advances from PTC), for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures (the "**Receiver's Borrowings**"). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the Receiver's Borrowings, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for the Receiver's Borrowings pursuant to this Order.

27. **THIS COURT ORDERS** that the Receiver's Borrowings borrowed pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

28. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.insolvencies.deloitte.ca/en-ca/pages/search-insolvencies.aspx>.

29. **THIS COURT ORDERS** that the Debtors, the Receiver, the Applicant and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

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

GENERAL

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

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

33. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or Europe to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of

this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

35. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a full indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

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

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



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Deloitte Restructuring Inc., the 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**") acquired for, or used in relation to a business carried on by Velocity, including all proceeds thereof, and of the Dealer Property (as defined in the affidavit of Eamonn Glavey sworn October 6, 2023) of 926749 Ontario Ltd., including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 26th day of October, 2023 (the "**Order**") made in an action having Court file number CV-23-00707330-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2023.

Deloitte Restructuring Inc., solely in its
capacity as Receiver of the Property, and not in
its personal or corporate capacity

Per: _____

Name:

Title:

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE <i>BANKRUPTCY AND INSOLVENCY ACT</i> , R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE <i>COURTS OF JUSTICE ACT</i>		
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
		AMENDED AND RESTATED RECEIVERSHIP ORDER
		THORNTON GROUT FINNIGAN LLP 100 Wellington Street West, Suite 3200 T.D. West Tower, Toronto-Dominion Centre Toronto, ON M5K 1K7 Rebecca Kennedy (LSO# 61146S) Email: rkennedy@tgf.ca Derek Harland (LSO#: 79504N) Email: ddharland@tgf.ca Tel: 416-304-1616 Fax: 416-304-1313 Lawyers for the Receiver

Appendix “C”

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

THE HONOURABLE

)

FRIDAY, THE 3rd

JUSTICE CONWAY

)

DAY OF MAY, 2024

)

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

(Bankruptcy Assignment)

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as the Court-appointed 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. (together with Velocity, the "**Debtors**"), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report (including the appendices thereto) of the Receiver dated April 15, 2024, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, as appears from the affidavit of service, sworn and filed,

SERVICE

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

BANKRUPTCY ASSIGNMENT

2. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to:

- (a) assign any of the Debtors into bankruptcy; and
- (b) to act as trustee in bankruptcy in respect of the Debtors, take possession and control of the assets of such bankrupt for the purposes of this Receivership and to pay the costs of such a bankruptcy from the proceeds of the Receivership.

3. **THIS COURT ORDERS** that the date of the initial bankruptcy event with respect to the Debtors is October 6, 2023.

GENERAL

4. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

5. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

7. **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.



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
		<div data-bbox="1392 435 1877 537"><p>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p></div> <div data-bbox="1402 581 1864 613"><p>Proceedings commenced in Toronto</p></div> <div data-bbox="1453 695 1806 764"><p>ORDER (Bankruptcy Assignment)</p></div> <div data-bbox="1312 808 1890 950"><p>THORNTON GROUT FINNIGAN LLP 100 Wellington Street West, Suite 3200 T.D. West Tower, Toronto-Dominion Centre Toronto, ON M5K 1K7</p></div> <div data-bbox="1316 992 1772 1060"><p>Rebecca Kennedy (LSO# 61146S) Email: rkennedy@tgf.ca</p></div> <div data-bbox="1316 1102 1751 1170"><p>Derek Harland (LSO#: 79504N) Email: धारलंद@tgf.ca</p></div> <div data-bbox="1316 1213 1558 1279"><p>Tel: 416-304-1616 Fax: 416-304-1313</p></div> <div data-bbox="1316 1321 1640 1354"><p>Lawyers for the Receiver</p></div>



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00707330-00CL
BK-24-00208693-OT31

DATE: May 3, 2024

NO. ON LIST: 4/5

TITLE OF PROCEEDING: ENLIGHTENED FUNDING CORPORATION v. VELOCITY ASSET
AND CREDIT CORPORATION et al

IN THE MATTER OF THE BANKRUPTCY OF HUGH WADDELL

BEFORE: JUSTICE CONWAY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Rebecca Kennedy Deborah Palter Derek Harland	Counsel for the Receiver - Deloitte	rkennedy@tgf.ca dpalter@tgf.ca dharland@tgf.ca
Haddon Murray	Counsel to Peoples Trust Company, the Applicant by assignment	haddon.murray@gowlingwlg.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Frank Bennett	Counsel for Velocity Asset and Credit Corporation and 926749 Ontario Ltd. O/A Clonsilla Auto Sales and Leasing	bennett@ican.net

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Michael Citak	Counsel for Equigenesis Corporation	mcitak@grllp.com
Jeffrey Haylock	Beacon Holdings Limited	jhaylock@polleyfaith.com

ENDORSEMENT OF JUSTICE CONWAY:

[1] This is the continuation of the motions that were before me on April 23, 2024.

Receiver's Motion

- [2] The Receiver seeks authorization to assign the Debtors into bankruptcy and approval of a sales process order. The Receiver has agreed to adjourn that part of its motion for approval of activities and fees to a later date, to be re-scheduled at a scheduling appointment.
- [3] The Debtors submit that this court does not have jurisdiction to grant the order authorizing the Receiver to assign them into bankruptcy. I do not accept this submission. The caselaw indicates that it is well established that a court may grant this order: see, for example, *Royal Bank v. Sun Squeeze Juices Inc.*, 1994 CarswellOnt 266, aff'd 1994 CarswellOnt 310, 28 C.B.R. (3d) 201. See also *Bank of Montreal v Owen Sound Golf and Country Club*, 2012 ONSC 557 at para. 7. Clearly, it is grounded in the incidental powers conferred on the court under s. 243 of the BIA and s. 101 of the *Courts of Justice Act*.¹
- [4] What I do accept, however, is that this is a matter of discretion, to be exercised by the court in the circumstances of each case. In the case at bar, there are several benefits to stakeholders to allow this assignment to occur including: (i) the secured creditor Peoples has indicated that it will bring a petition in any event. Allowing the Receiver to make the assignment will be more efficient and is in line with the single proceeding model for insolvency matters; (ii) it will alter the priorities such that the statutory deemed trusts for GST and HST owed by the Debtors will no longer apply, thereby increasing recoveries for stakeholders; and (iii) it will give the trustee various investigative powers under the BIA with respect to reviewable transactions described in the Receiver's reports.
- [5] Mr. Waddell has filed affidavits disputing much of the Receiver's conduct and statements in its reports. His counsel Mr. Bennett confirmed that Mr. Waddell does not seek to appeal the receivership orders but says that I should exercise my discretion not to grant the bankruptcy order on the basis of Mr. Waddell's evidence. While there is conflicting evidence in the record, the Receiver relies on undisputed facts in support of its request. For example, it relies on Mr. Waddell's own evidence of the Debtors' defaults to the Applicant

¹ The Debtors also submit that there has been no finding that they were insolvent. The factual record before me on the receivership application clearly established their insolvency.

in his affidavit of October 20, 2023 filed on the receivership application; the undisputed evidence of unplating vehicles where floor plan financing had not been repaid out of lease financing proceeds (Receiver's Third Report, paras. 38-42); and the undisputed evidence of vehicle transfers to Auto Connect without a corresponding repayment to the secured creditor (Mr. Waddell's affidavit of April 11, 2024, para 13(e)).

- [6] Considering the benefits to stakeholders and the undisputed facts relied on by the Receiver, I am prepared to exercise my discretion to permit the Receiver to assign the Debtors into bankruptcy.
- [7] Mr. Bennett submits that Deloitte is conflicted in acting as the trustee in bankruptcy. A receiver is permitted to act as a trustee under s. 13.3(2) provided that disclosure of a potential conflict is made at the time of appointment and at the first meeting of creditors. Here, there are numerous secured creditors, it is not a single creditor receivership. None of the secured creditors has raised any issue with the appointment of Deloitte as the trustee. It is far more cost effective for Deloitte to act as the trustee, thereby preserving recovery for creditors. I have no issue appointing Deloitte as the trustee at this point. This may be revisited at the first meeting of creditors.
- [8] Under s. 2 of the BIA, the initial bankruptcy event was October 6, 2023, the date the receivership application was filed. The application contained a request for the power to assign the Debtors into bankruptcy: see *National Telecommunications (Re)*, 2017 ONSC 1475. The lookback period will therefore be calculated from that date.
- [9] The Receiver seeks approval of the sales process order. I am satisfied that this is the best means to maximize recoveries for stakeholders. The sale process is and will be subject to court supervision. The sale process timelines are acceptable. The process is open to a myriad of sale opportunities for the Debtor's assets.
- [10] At the request of Beacon, I include the following in this endorsement: The court recognizes that the process for allocating sales proceeds to different classes of leases or assets to be sold in the sales process, and for establishing a claims process to determine creditor entitlements to proceeds from such classes, remains to be determined, and is not determined by the court's approval of the sales process.
- [11] I have signed both orders on the Receiver's motion. Orders to go as signed by me and attached to this Endorsement. These orders are effective from today's date and are enforceable without the need for entry and filing.

Peoples Motion

- [12] Peoples brings a motion for the appointment of an interim receiver over the assets of Mr. Waddell pending the hearing of its bankruptcy application against him. I am granting the order pursuant to s. 46(1) of the BIA.

- [13] There is evidence that Mr. Waddell attempted to dissipate his assets in the face of these insolvency proceedings. Specifically, on December 21, 2023, weeks after the full receivership was granted over the Debtors, he attempted to retroactively transfer his Florida property to his wife by filing a Corrective Warranty Deed stating that it was to be transferred to his wife and filing a Quit Claim Deed retroactive to February 2016. Those attempts were rejected.
- [14] Then, following correspondence from Peoples in January 2024 warning him about transferring his assets and the Florida property in particular, he continued to market the Florida property. Then, days after he received the bankruptcy application and on the eve of the hearing, he sold the property.
- [15] Peoples has met both parts of the test set out in *Konopny (Re)*, 2009 CanLII 44412. In light of Mr. Waddell's guarantee of the Debtors' indebtedness to Peoples (Velocity itself owes over \$19 million), I am satisfied on a balance of probabilities that Peoples will succeed in obtaining a bankruptcy order against Mr. Waddell. Further, Mr. Waddell's conduct with respect to the Florida property poses a real risk that assets will disappear if a receiver is not appointed.
- [16] I have reviewed the form of interim receivership order with counsel for Peoples and Mr. Waddell. I have required that it be scaled back considerably given that it is for the sole purpose of preserving assets owned by an individual. Counsel have done that and the form is now acceptable to me. It is far more balanced and in line with the purpose for which it is granted.
- [17] Peoples has now provided the required undertaking re damages.
- [18] Order to go as signed by me and attached to this Endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.

A handwritten signature in blue ink, appearing to read "Conway J.", is located at the bottom left of the page.

Appendix “D”

Daniel Alievsky

From: Sleeth, Jorden <jsleeth@deloitte.ca>
Sent: December 20, 2023 11:15 AM
To: autoloans2022@gmail.com
Cc: Derek Harland; Rebecca Kennedy
Subject: 926749 Ontario Ltd o/a Clonsilla Auto Sales in receivership

Ms. Rabinowitz,

I am writing following our call yesterday.

As you are aware and was advised by me yesterday, 926749 Ontario Ltd o/a Clonsilla Auto Sales ("**Clonsilla**") and Velocity Asset and Credit Corporation ("**Velocity**", and together with Clonsilla, the "**Debtors**") are in receivership pursuant to orders issued by the Ontario Superior Court of Justice (Commercial List) on October 26, 2023 and again on December 8, 2023 (the "**Amended and Restated Receivership Order**"), wherein Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of these entities and all of their property, assets and undertakings. Copies of the orders can be accessed on the Receiver's case website (the link is below).

Pursuant to the Amended and Restated Receivership Order, particularly at paragraphs 3, 4, 5, 11, 12, 13, 14 and 16, the Receiver has the authority and power to deal with and realize on all of the assets of the Debtors and all of the Debtors' creditors are required to advise the Receiver of the existence of the Debtors' property. Further, all creditors are stayed from taking any self help remedies or interfering with the Receiver's activities.

As discussed yesterday, the Receiver understands that you are taking actions to collect funds from lessees that have lease contracts with Clonsilla. Such actions include calling lessees to advise them to direct their lease payments to your accounts and/or contacting lessees to advise that you will re-possess their cars. This is in direct contravention of the Amended and Restated Receivership Order and absent you contacting the Receiver or providing documentation that evidences your ownership of these leases, the Receiver may bring a contempt motion before the Court.

You had indicated that your counsel would contact me. I have yet to receive a call or email from them.

You are hereby directed to cease all contact with lessees that have leases with Clonsilla.

Govern yourself accordingly,

Jorden Sleeth

--

Jorden Sleeth, LIT

Senior Vice President | Financial Advisory – Restructuring Services
Deloitte Restructuring Inc.

8 Adelaide Street West, Suite 200, Toronto, ON, M5H 0A9

D: (416) 775 8858 | M: (416) 819 2312

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Appendix “E”

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Tanya M. Jacobs & Lionel Duane Jacobs

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Jeep Cherokee Trailhawk VIN: 1C4PJMB53EW187045 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$24,850.42** in consecutive monthly installments of **\$590.54** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **June 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18% per annum**. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Florence Sunday

Lease Contract Submitted For Payment

Lease Vehicle Description:

2016 Nissan Sentra VIN: 3N1AB7AP1GL640284 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$15,317.66** in consecutive monthly installments of **\$357.01** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **17.9%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Oxana Naimmi

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Jeep Cherokee Sport VIN: 1C4PJMAS0EW322371 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$27,459.17** in consecutive monthly installments of **\$641.54** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Douglas Everson

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Hyundai Elantra VIN: 5NPDH4AE2EH489314 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$22,915.76** in consecutive monthly installments of **\$547.00** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18.9%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL

Appendix “F”

Spizzirri Law Professional Corporation

Two Morneau Shepell Centre Suite 900
895 Don Mills Road
Toronto, Ontario
M3C 1W3

Deloitte Restructuring Inc.
Bay Adelaide East
8 Adelaide Street West, Suite 200
151 Yonge Street, Suite 1500
Toronto, Ontario
M5H 0A9

January 3, 2024

Attn: Jorden Sleeth

RE: In the matter of the Court-appointed Receivership of Velocity Asset and Credit Corporation ("Velocity") and 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing ("Clonsilla") – Sale of Four (4) Vehicles and associated leases to Jaqstan Consulting Inc. o/a AutoLoans 4 You ("AutoLoans") on November 30, 2023

We are counsel to AutoLoans in connection with the sale transaction.

As per our initial discussion on Thursday, December 12, 2023, my client, in good faith and for value, purchased four (4) vehicles from Clonsilla together the associated leases for a total of \$90,543.01, pursuant to an Agreement dated November 30, 2023 (the "**Agreement**").

The purchase price was divided between a cash payment of \$67,749.92 and the application of \$22,793.09 owing from Clonsilla to AutoLoans against the purchase price in accordance with the Agreement. The cash portion was paid via a wire transfer to a Clonsilla Auto Sales bank account at a Peterborough area branch at the Bank of Nova Scotia on December 1, 2023. A copy of Agreement and the wire transfer confirmation are attached as separate tabs.

The four (4) vehicles purchased are listed in the Agreement and are described as follows:

1. 2014 Jeep Cherokee Sport leased to Oxana Naimmi;
 2. 2014 Hyundai Elantra leased to Douglas Everson;
 3. 2016 Nissan Sentra leased to Florence Sunday; and
 4. 2014 Jeep Cherokee Trailhawk leased to Tanya M. Jacobs.
- (collectively, the "**Purchased Vehicles**")

A copy of each purchase agreement together with related documents is attached as a separate tab (the "**Specific Vehicle Purchase Package**").

Each Specific Vehicle Purchase Package, contains, *inter alia*, a copy of the specific vehicle purchase agreement, the lease, details of the lessee, evidence of PPSA registration for the vehicle in favour of AutoLoans, and a copy of the email direction regarding payments going forward from Clonsilla to the lessee.

PPSA searches conducted at the time showed no registered encumbrances in favour of Enlightened Funding Corporation and AutoLoans received no interest letters from other existing registrations. AutoLoans was unaware of any receivership proceedings nor advised of any by anyone at Clonsilla.

We would appreciate your review of the documents attached and for us to have a discussion with a view to clarifying and closing any issues with respect to the Purchased Vehicles.

On one additional note, with respect to your advice during our call that it was your understanding that my client had threatened to repossess a vehicle, I can advise that my client is adamant that no such threats, if any, came from AutoLoans. My client advises that the Purchased Vehicles and leases were acquired in good faith, for value, and with the intention of collecting on lease payments, also in good faith, from the lessees.

Your earliest response would be appreciated as monthly payments have been redirected by the receiver away from my client and said diversion of payment is negatively affecting my client's business operations.

Feel free to call or email me to discuss.

Regards,



Frank Spizzirri, CS

AGREEMENT

November 30, 2023

Between:

**926749 Ontario Limited o/a Clonsilla Auto Sales
(Hereinafter referred to as Clonsilla)**

AND

**Jaqstan Consulting Inc. O/A AutoLoans 4 You
(Hereinafter referred to as Jaqstan)**

Whereas: Jaqstan has agreed to purchase Four (4) active Leases from Clonsilla as listed below for the sum of Ninety Thousand five hundred and forty-three dollars and one cent. **(\$90,543.01)**

- 1. 2014 Jeep Cherokee Sport (last 6-322371) leased to Oxana Naimmi for the sum of \$27,459.17.**
- 2. 2014 Hyundai Elantra (last 6-489314) leased to Douglas Everson for the sum of \$22,915.76.**
- 3. 2016 Nissan Sentra (last 6- 640284) leased to Florence Sunday for the sum of \$15,317.66.**
- 4. 2014 Jeep Cherokee Trailhawk (last 6-187045) to Tanya M. Jacobs and Lionel Duane Jacobs for the sum of \$24,850.42.**

Clonsilla has agreed to sell (**assign**) the above four (4) vehicles, corresponding active leases and lease payments due, to Jaqstan for the sum of Ninety Thousand five hundred and forty-three dollars and one cent. **(\$90,543.01).**

Whereas: Clonsilla is indebted to Jaqstan as of November 30th, 2023, the date of this agreement for the sum of Twenty-two thousand seven hundred and ninety-three dollars and nine cents **(\$22,793.09)**, which represents interest due for September, October and November on loans outstanding to Jaqstan.

Clonsilla therefore authorizes Jaqstan to deduct the sum of **\$22,793.09** from the proceeds due Clonsilla under this agreement for the 4 vehicles, leases, and payments due.


The balance due is therefore Sixty-seven thousand seven hundred and forty-nine dollars and ninety-two cents. (**\$67,749.92**)

1.01 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

1.02 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, personal legal representatives, and successors of the parties hereto.

1.03 This Agreement cannot be assigned by either party.


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 30th day of November 2023.



Witness

PAUL SHAPIRO

926749 ONTARIO LIMITED
O/A CLONSILLA AUTO SALES



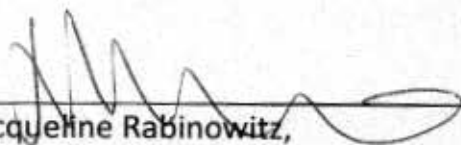
Hugh Waddell,
(I have the authority to bind the Corporation)



Witness

PAUL SHAPIRO

JAQSTAN CONSULTING INC
O/A AUTOLOANS 4 YOU



Jacqueline Rabinowitz,
(I have the authority to bind the Corporation)

December 1, 2023

HOW TO PAY

926749 ONTARIO LTD.

At Scotiabank

This form specifies the information the remitter must provide when sending Payment Transfers (wire payments) that are destined for Canada.

Please find below the payment details required for you to transfer funds to
926749 ONTARIO LTD.

Beneficiary Bank Information			
Beneficiary Bank Name:	The Bank of Nova Scotia		
SWIFT Code/BIC:	NOSCCATT		
Canadian Clearing Code:	CC0002 04812		
Beneficiary Bank Address:	<div>ADDRESS 780 CLONSILLA AVE CITY PETERBOROUGH COUNTRY Canada</div> <div>PROVINCE ON</div> <div>POSTAL CODE K9J 5Y3</div>		

Beneficiary Customer Information			
Beneficiary Account Number:	04812 01276 12		
Beneficiary Account Name:	CLONSILLA AUTO SALES		
If deposited in a Euro account please tick	<input type="checkbox"/> Euro Account* * Do not convert		
Beneficiary Address:	<div>ADDRESS 809 CLONSILLA AVE CITY PETERBOROUGH COUNTRY Canada</div> <div>PROVINCE ON</div> <div>POSTAL CODE K9J5Y2</div>		

Ordering Customer (Remitter) Required Information	
The full legal name, address and account number or other reference number, if any, of the Ordering Customer (Remitter) is required. This is as per Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Act and in accordance with the Financial Action Task Force Special Recommendation VII.	



Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

Customer:
JAQSTAN CONSULTING INC.

Street Address:
71 ORTONA CRT

City:
CONCORD

Province/State:
ON

Customer Account:
1471 5208974

Date:
December 1, 2023

Branch:
01471

Wire Payment ID:
231201B0696900

Financial Transaction ID:
00876327

Wire Payment Amount:
67,749.92 (CAD)

TD Service Fee:
50.00 (CAD)

Country:
CANADA (CA)

Wire Recipient:
CLONSILLA AUTO SALES

Street Address:
809 CLONSILLA AVE

City:
PETERBOROUGH

Province/State:
ON

Account#/IBAN:
04812 01276 12

Customer Code:

Wire Recipient's Financial Institution:
THE BANK OF NOVA SCOTIA

Street Address:
780 CLONSILLA AVE

City:
PETERBOROUGH

Province/State:
ON

Bank Code:
NOSCCATT

Intermediary Bank Account#:

Country:
CANADA (CA)

Country:
CANADA (CA)

Protect Yourself from Fraud

To help protect yourself against fraud and scams, only send money to people and businesses you know and trust, and never send money until you're comfortable with the transaction and the purpose of any requested payment

Please be wary if you are being asked to make payment for any of the following reasons, as these could be signs of a scam:

- For an investment opportunity (i.e. cryptocurrency, stocks, real estate, etc.), particularly where the opportunity sounds too good to be true, requires you to act urgently or hurriedly, or has materialized from unsolicited investment advice
- To help family/friends in an emergency situation, particularly if there is a sense of urgency
- As a romantic gesture, particularly where the recipient is not someone you have met in person
- To help someone who you have only known for a short period of time
- To claim lottery or prize winnings
- To make a deposit or payment on a property

- To secure a job opportunity
- To pay taxes or resolve an immigration matter,
- To help law enforcement or bank employees with investigations
- To obtain a credit card/loan/mortgage

The examples above are not exhaustive. For more information on common scams and how to identify and avoid them, please speak with a Branch Representative or visit www.td.com/ca/en/about-td/privacy-and-security/how-you-can-protect-yourself/protect-yourself/types-of-fraud-and-scams.

Wire payments are final, and once you authorize payment, we may not be able to recover the funds, even if you are the victim of a scam. By signing below, you confirm that you are not being coerced or pressured by a third party in connection with this transaction and have taken appropriate steps to verify the purpose of the payment and the identity of the person or business you are sending this wire payment to.

The Toronto-Dominion Bank

8707 DUFFERIN STREET UNIT 11 THORNHILL, ON L4J 0A2
JACQUELINE G RABINOWITZ

Purchaser

DATE

8579737

2023-11-30

YYYYMMDD

1471-08579737

Transit-Serial No.

Pay to the
Order of CLONSILLA AUTO SALES

\$ *****67,749.92

SIXTY SEVEN THOUSAND SEVEN HUNDRED FORTY NINE**92/100

Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Important

- Handle original draft with care; unlike a cheque, a stop payment cannot be lodged on a draft.
- To reduce the risk of a draft being lost, please consider using registered mail or courier.
- To replace a lost or stolen draft additional security may be required, at a cost to the requestor.
- Do not destroy original draft and customer's record of draft purchased.

Receipt Only - Non Negotiable

Please retain for presentation in event Original lost

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

8707 DUFFERIN STREET UNIT 11 THORNHILL, ON L4J 0A2
JACQUELINE G RABINOWITZ

Purchaser

DATE

8579737

2023-11-30

YYYYMMDD

1471-08579737

Transit-Serial No.

Pay to the
Order of CLONSILLA AUTO SALES

\$ *****67,749.92

SIXTY SEVEN THOUSAND SEVEN HUNDRED FORTY NINE**92/100

Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

1471
Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈08579737⑈ ⑆09612⑈004⑆

⑈3808⑈



Branch: 1471 DUFFERIN & STANBURN
8707 DUFFERIN STREET UNIT 11
THORNHILL, ON

Date: Nov 30, 2023, 01:52 PM
Ref #: 008754405 - ZTAC
Supervisor Override: ZNOR

From: 1471-529974
Debit Memo
JACSTAN CONS

67,759.87

To: Draft Clonsilla Auto Sales
08579737 MEX Ref #
233340026

67,749.92

To: 1471-170 Draft Commercial
Fee

9.95

Thank You for banking with TD
For information call
Toll-free 1-866-277-3456
or visit td.com



Branch: 1471 DUFFERIN & SUMMERIDGE
8707 DUFFERIN ST UNIT 11
THORNHILL, ON

Date: Dec 1, 2023, 01:19 PM
Ref #: 00876327/7 - ZTAG
Supervisor Override: ZABR

From: Cheque Total
67,749.92

To: 1471-52***74
Deposit
Cash: 0.00 CAD
Number of Items: 1
JAQSTAN CONS
67,749.92

From: 1471-52***74
Debit Memo
JAQSTAN CONS
67,799.92

To: Wire Payment

CLONSILLA AUTO
SALES

Payment ID
231201B0696900
67,749.92

To: 1471-470 Wire Processing
Fee
25.00

To: 1471-470 Wire Service Fee
25.00

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit [td.com](https://www.td.com)



Branch: 1471 DUFFERIN & SUMMERIDGE
8707 DUFFERIN ST UNIT 11
THORNHILL, ON

Date: Nov 30, 2023, 01:49 PM
Ref #: 00875439/5 - ZTAG
Supervisor Override: ZMOR

From: 1471-32***81
Debit Memo Transfer
RABIN S J
90,543.01

To: 1471-52***74
Credit Transfer
JAQSTAN CONS
90,543.01

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit [td.com](https://www.td.com)

PURCHASE AGREEMENT

RETAILER:

926749 Ontario Limited O/A
Clonsilla Auto Sales
809 Clonsilla Avenue
Peterborough, Ontario
K9J 5Y2

Telephone: 1-705-742-6500

ASSIGNEE: (PURCHASER)

JAQSTAN CONSULTING INC.O/A
AutoLoans 4 You
71 Ortona Court
Concord, Ontario
L4K 3M2

Telephone: 1-416-727-7707

THE ASSIGNEE agrees to purchase the following Vehicle and all additional equipment and other attachments and accessories to it (collectively "Vehicle" or "goods") from the Retailer on the following terms.

THE RETAILER intends to assign the Vehicle, The Lease Agreement of:

Name: OXANA NAIMMI

Address: 639 REID STREET, PETERBOROUGH ON K9H4H5

and all payments under it to Jaqstan Consulting Inc. O/A AutoLoans 4 You, its successors, and assigns, from the date this Agreement is assigned by the Retailer to JAQSTAN CONSULTING INC.O/A AutoLoans 4 You, the Assignee.

DESCRIPTION OF VEHICLE:

(The object of this Agreement)

PRE-OWNED

YEAR : 2014

MAKE & MODEL : JEEP CHEROKEE SPORT

LICENCE NO : CZFM662

NO. OF CYLINDERS : 6

COLOUR : WHITE

VEHICLE IDENTIFICATION NUMBER ("VIN"): 1C4PJMAS0EW322371

COST DISCLOSURE:

a) Cash price

The Assignee agrees to purchase the above-described VEHICLE for Twenty-seven thousand, four hundred and fifty nine dollars and seventeen cents (\$27,459.17)

The Retailer represents and warrants that it is transferring its right, title, and interest in this Vehicle free and clear of all liens, prior claims, hypothecs, encumbrances, or other security interests created by or through the Retailer or any previous owner of the Vehicle.

- 1.01 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 1.02 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, personal legal representatives, and successors of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 30th Of November 2023.

Retailer: Name: CLONSON AUTO SALES 926749 ONTARIO LTD Title: PRESIDENT
(PLEASE PRINT) (PLEASE PRINT)

Signature: [Signature] Name: ARBIT WADWAN
(PLEASE PRINT)

I Have the authority to bind the corporation.

WITNESS [Signature]
PAUL SHAPIRO

Assignee: Name: AUTOLOANS 4 YOU
(PLEASE PRINT)

Title: PRESIDENT
(PLEASE PRINT)

Signature: 
I Have the authority to bind the corporation.

Name: JACQUE RABINOWITZ
(PLEASE PRINT)

WITNESS 
PAUL SHAPIRO

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Oxana Naimmi

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Jeep Cherokee Sport VIN: 1C4PJMA50EW322371 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: \$27,459.17 in consecutive monthly installments of \$641.54 each on the 1st day of every month commencing December 1, 2023, and including the final payment date of August 1, 2029

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of 18% per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

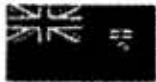
Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL



Ontario PPSA Registration



VERIFICATION



Document Details

Registration Date: 29 NOV 2023
 Expiry Date: 29 NOV 2024
 Registration Number: 20231129 1356 1793 6074
 File Number: 500773797

Transaction ID: 005-963-793



General

Reference Number: CLON3340
 Registration Period (Years): 1

Caution Filing: Yes
 Perform a Post Search: Yes
 Register Immediately: Yes



Business Debtor

926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
 809 CLONSILLA AVENUE
 PETERBOROUGH ON K9J5Y2



Individual Debtor

OXANA NAIMMI 18-NOV-1982
 639 REID STREET
 PETERBOROUGH ON K9H4H5



Secured Party

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
 71 ORTONA COURT, 2ND FLOOR
 CONCORD ON L4K3M2



Collateral Classification

Consumer Goods: Yes Inventory: Yes Equipment: No Accounts: Yes Other: Yes
 Motor Vehicle Included: Yes
 Principal Amount: \$27,460.00 No Fixed Date of Maturity



Serial Numbered Collateral

2014 JEEP GRAND CHEROKEE 1C4PJMAS0EW322371 MV



General Collateral

CLON3340-LEASE AGREEMENT DATED SEP 1, 2023-FULL TERM 72 MONTHS



Registering Agent

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
 71 ORTONA COURT, 2ND FLOOR
 CONCORD ON L4K3M2

Drafted by JACQUIE RABINOWITZ - JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU

autoloans2022@gmail.com

From: maryanne@clonsillaautosales.com
Sent: November 30, 2023 10:50 AM
To: oxananaimmi@outlook.com
Cc: autoloans2022@gmail.com; 'Hugh Waddell'
Subject: Lease Payments for 2014 Jeep Grand Cherokee

Good Morning Oxana:

Due to a change in the structure of the lender for your lease – we need to make some changes to the way your current lease payment is being submitted.

Going forward instead of an automated debit from your account – we are asking that you send your payment directly to the lender via e-transfer.

It will follow the same schedule you currently have so you will send the e-transfer starting Dec 1, 2023, for your biweekly payment of \$296.10 and every two weeks from there on out.

Please send the e-transfer to autoloans2022@gmail.com.

If you have any questions or concerns, please do not hesitate to call.

Thank you,

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

Clonsilla Auto Sales

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

134783554RT
3340
Velocity ID: 1179

LEASE PURCHASE
& Disclosure Statement
Day Month Year
8 8 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:	OXANA NAIMMI		
Address:	City:	Province:	Postal Code:
Driver's License No:	Expiry Date:		
VEHICLE INFORMATION			
YEAR:	MAKE:	MODEL:	TRIM LEVEL:
2014	JEEP	CHEROKEE	SPORT
COLOUR:	STOCK #:		
WHITE	4494		
VIN:	Distance Traveled (km):	Distance Unknown	New Used
1C4PJMAS0EW322371	187559	True distance is likely to be higher. Last odometer reading: null	[] [X]
Manufacturer participates in Canadian Motor Vehicle Arbitration?		Daily Rental	
No		No	
See CAMVAP statement on reverse side. (not all vehicles qualify)			
INSURANCE INFORMATION			
Name of Insurance Company			
Policy No:	Expiry Date:		
Insurance Agent & Phone #:			
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:			
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 rental value of items or inducements.			
LEASE DISCLOSURE			
VEHICLE LEASE VALUE		\$24,892.00	
CAPITALIZED COST		\$28,127.96	
ANNUAL PERCENT RATE		18%	
IMPLICIT FINANCE CHARGE		\$18,062.49	
LEASE PAYMENT PER MONTH		\$596.60	
TOTAL COST OF LEASE		\$46,190.45	
TOTAL PAYMENT PER MONTH		\$641.54	
HST / PMT		\$44.94	
ADMIN FEE PER PMT		\$0.00	
TOTAL NUMBER OF MONTHS		72.00	
EACH PAYMENT IS DUE ON THE _____ OF EACH MONTH.			
Payments to be made by Pre-Authorized Payment, Credit Card or Certified Funds			
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 \$2812 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 kilometer charge plus applicable taxes.			
Lessee Signature		Co-Signer's Name	
Co-Signer's Signature		Co-Signer's Signature	
(Co-Signer acknowledges full responsibility for the terms of this lease in the event of default by the Lessee.)			
Authorized Lessor's Signature			
SALESPERSON SIGNATURE		LESSEE'S ACCEPTANCE	
SALESPERSON'S NAME	REGISTRATION NO.	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.	
Rastislav Scasny	5354279	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.	
LESSOR ACCEPTANCE		Lessee's Signature:	
DEALER REGISTRATION NO.	NAME OF OFFICIAL (Print)	Co-Signer (if any):	
4082426	H. Waddell		
ACCEPTANCE NO.	TITLE		
1544514	Manager		
DATE	ACCEPTOR'S SIGNATURE		
Aug 8/23			

SALESPERSON SIGNATURE		LESSEE'S ACCEPTANCE	
SALESPERSON'S NAME	REGISTRATION NO.	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.	
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4082426	H. Waddell		
ACCEPTANCE NO.	TITLE		
1544514	Manager		
DATE	ACCEPTOR'S SIGNATURE		
Aug 8/23			

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

- 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.
- 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.
- Security Deposit.** I acknowledge the Lessor may deduct unpaid amounts from my security deposit and interest will not be paid on this deposit.
- 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.
- 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.
- 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.
- 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.
- I will maintain the Vehicle as per manufacturer's recommendations and keep the Vehicle in good working order.
- 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.
- 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.
- 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.
- 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.
- 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 notified in fifteen days written notice by registered mail in the event of cancellation or reduction of coverage.
- 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.
- This Agreement is governed by the laws of the Province of Ontario.
- 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.
- 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

OXANA NAIMMI

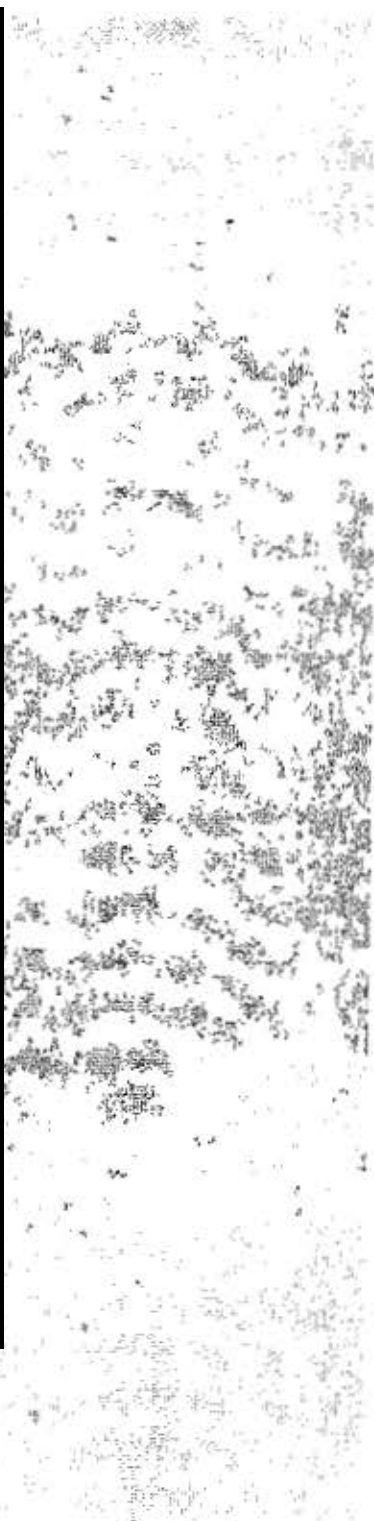
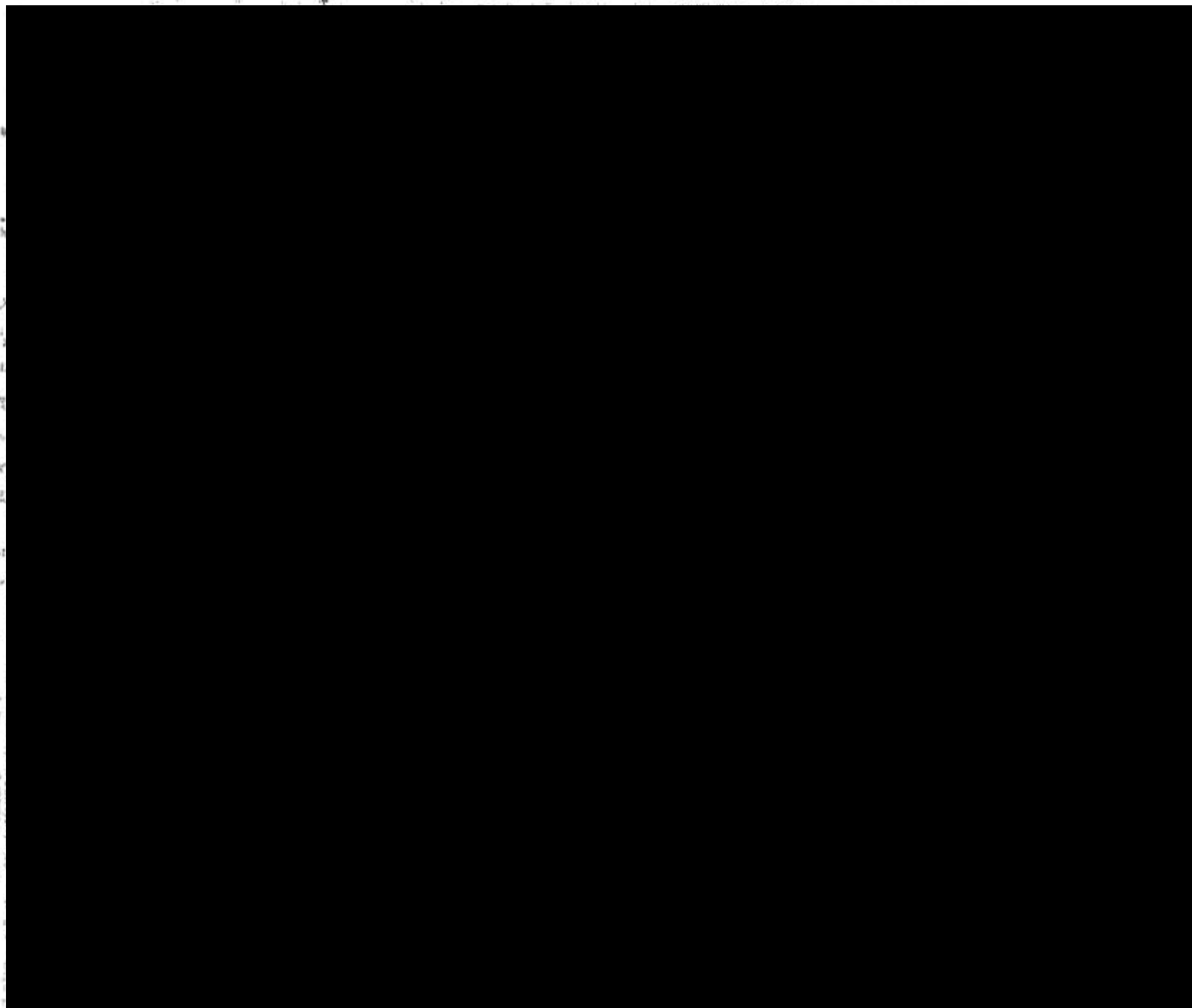
VIN: 1C4PJMAS0EW322371
2014 JEEP CHEROKEE

Payment Schedule

Capital: \$28,127.96	Interest Rate: 18%	Begin Payment Date: 2023-09-08
Total Interest: \$18,062.49	Term: 72 monthly	Final Payment Date: Aug 8, 2029
Total Paid: \$46,190.45	Payment: \$641.54	Final Payment: 641.11

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
1	Sep 8, 2023	\$641.54	\$219.62	\$421.92	\$0.00	\$641.54	\$27,908.34
2	Oct 8, 2023	\$641.54	\$222.91	\$418.63	\$0.00	\$641.54	\$27,685.42
3	Nov 8, 2023	\$641.54	\$226.26	\$415.28	\$0.00	\$641.54	\$27,459.17
4	Dec 8, 2023	\$641.54	\$229.65	\$411.89	\$0.00	\$641.54	\$27,229.51
5	Jan 8, 2024	\$641.54	\$233.10	\$408.44	\$0.00	\$641.54	\$26,996.42
6	Feb 8, 2024	\$641.54	\$236.59	\$404.95	\$0.00	\$641.54	\$26,759.82
7	Mar 8, 2024	\$641.54	\$240.14	\$401.40	\$0.00	\$641.54	\$26,519.68
8	Apr 8, 2024	\$641.54	\$243.74	\$397.80	\$0.00	\$641.54	\$26,275.93
9	May 8, 2024	\$641.54	\$247.40	\$394.14	\$0.00	\$641.54	\$26,028.53
10	Jun 8, 2024	\$641.54	\$251.11	\$390.43	\$0.00	\$641.54	\$25,777.42
11	Jul 8, 2024	\$641.54	\$254.88	\$386.66	\$0.00	\$641.54	\$25,522.54
12	Aug 8, 2024	\$641.54	\$258.70	\$382.84	\$0.00	\$641.54	\$25,263.84
13	Sep 8, 2024	\$641.54	\$262.58	\$378.96	\$0.00	\$641.54	\$25,001.26
14	Oct 8, 2024	\$641.54	\$266.52	\$375.02	\$0.00	\$641.54	\$24,734.74
15	Nov 8, 2024	\$641.54	\$270.52	\$371.02	\$0.00	\$641.54	\$24,464.22
16	Dec 8, 2024	\$641.54	\$274.58	\$366.96	\$0.00	\$641.54	\$24,189.64
17	Jan 8, 2025	\$641.54	\$278.70	\$362.84	\$0.00	\$641.54	\$23,910.95
18	Feb 8, 2025	\$641.54	\$282.88	\$358.66	\$0.00	\$641.54	\$23,628.07
19	Mar 8, 2025	\$641.54	\$287.12	\$354.42	\$0.00	\$641.54	\$23,340.95
20	Apr 8, 2025	\$641.54	\$291.43	\$350.11	\$0.00	\$641.54	\$23,049.53
21	May 8, 2025	\$641.54	\$295.80	\$345.74	\$0.00	\$641.54	\$22,753.73
22	Jun 8, 2025	\$641.54	\$300.23	\$341.31	\$0.00	\$641.54	\$22,453.50
23	Jul 8, 2025	\$641.54	\$304.74	\$336.80	\$0.00	\$641.54	\$22,148.76
24	Aug 8, 2025	\$641.54	\$309.31	\$332.23	\$0.00	\$641.54	\$21,839.45
25	Sep 8, 2025	\$641.54	\$313.95	\$327.59	\$0.00	\$641.54	\$21,525.50
26	Oct 8, 2025	\$641.54	\$318.66	\$322.88	\$0.00	\$641.54	\$21,206.84
27	Nov 8, 2025	\$641.54	\$323.44	\$318.10	\$0.00	\$641.54	\$20,883.41
28	Dec 8, 2025	\$641.54	\$328.29	\$313.25	\$0.00	\$641.54	\$20,555.12
29	Jan 8, 2026	\$641.54	\$333.21	\$308.33	\$0.00	\$641.54	\$20,221.90
30	Feb 8, 2026	\$641.54	\$338.21	\$303.33	\$0.00	\$641.54	\$19,883.69
31	Mar 8, 2026	\$641.54	\$343.28	\$298.26	\$0.00	\$641.54	\$19,540.41
32	Apr 8, 2026	\$641.54	\$348.43	\$293.11	\$0.00	\$641.54	\$19,191.97
33	May 8, 2026	\$641.54	\$353.66	\$287.88	\$0.00	\$641.54	\$18,838.31
34	Jun 8, 2026	\$641.54	\$358.97	\$282.57	\$0.00	\$641.54	\$18,479.35

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
35	Jul 8, 2026	\$641.54	\$364.35	\$277.19	\$0.00	\$641.54	\$18,115.00
36	Aug 8, 2026	\$641.54	\$369.82	\$271.72	\$0.00	\$641.54	\$17,745.18
37	Sep 8, 2026	\$641.54	\$375.36	\$266.18	\$0.00	\$641.54	\$17,369.82
38	Oct 8, 2026	\$641.54	\$380.99	\$260.55	\$0.00	\$641.54	\$16,988.83
39	Nov 8, 2026	\$641.54	\$386.71	\$254.83	\$0.00	\$641.54	\$16,602.12
40	Dec 8, 2026	\$641.54	\$392.51	\$249.03	\$0.00	\$641.54	\$16,209.61
41	Jan 8, 2027	\$641.54	\$398.40	\$243.14	\$0.00	\$641.54	\$15,811.22
42	Feb 8, 2027	\$641.54	\$404.37	\$237.17	\$0.00	\$641.54	\$15,406.85
43	Mar 8, 2027	\$641.54	\$410.44	\$231.10	\$0.00	\$641.54	\$14,996.41
44	Apr 8, 2027	\$641.54	\$416.59	\$224.95	\$0.00	\$641.54	\$14,579.81
45	May 8, 2027	\$641.54	\$422.84	\$218.70	\$0.00	\$641.54	\$14,156.97
46	Jun 8, 2027	\$641.54	\$429.19	\$212.35	\$0.00	\$641.54	\$13,727.79
47	Jul 8, 2027	\$641.54	\$435.62	\$205.92	\$0.00	\$641.54	\$13,292.16
48	Aug 8, 2027	\$641.54	\$442.16	\$199.38	\$0.00	\$641.54	\$12,850.00
49	Sep 8, 2027	\$641.54	\$448.79	\$192.75	\$0.00	\$641.54	\$12,401.21
50	Oct 8, 2027	\$641.54	\$455.52	\$186.02	\$0.00	\$641.54	\$11,945.69
51	Nov 8, 2027	\$641.54	\$462.35	\$179.19	\$0.00	\$641.54	\$11,483.34
52	Dec 8, 2027	\$641.54	\$469.29	\$172.25	\$0.00	\$641.54	\$11,014.05
53	Jan 8, 2028	\$641.54	\$476.33	\$165.21	\$0.00	\$641.54	\$10,537.72
54	Feb 8, 2028	\$641.54	\$483.47	\$158.07	\$0.00	\$641.54	\$10,054.25
55	Mar 8, 2028	\$641.54	\$490.73	\$150.81	\$0.00	\$641.54	\$9,563.52
56	Apr 8, 2028	\$641.54	\$498.09	\$143.45	\$0.00	\$641.54	\$9,065.43
57	May 8, 2028	\$641.54	\$505.56	\$135.98	\$0.00	\$641.54	\$8,559.87
58	Jun 8, 2028	\$641.54	\$513.14	\$128.40	\$0.00	\$641.54	\$8,046.73
59	Jul 8, 2028	\$641.54	\$520.84	\$120.70	\$0.00	\$641.54	\$7,525.89
60	Aug 8, 2028	\$641.54	\$528.65	\$112.89	\$0.00	\$641.54	\$6,997.24
61	Sep 8, 2028	\$641.54	\$536.58	\$104.96	\$0.00	\$641.54	\$6,460.66
62	Oct 8, 2028	\$641.54	\$544.63	\$96.91	\$0.00	\$641.54	\$5,916.03
63	Nov 8, 2028	\$641.54	\$552.80	\$88.74	\$0.00	\$641.54	\$5,363.23
64	Dec 8, 2028	\$641.54	\$561.09	\$80.45	\$0.00	\$641.54	\$4,802.14
65	Jan 8, 2029	\$641.54	\$569.51	\$72.03	\$0.00	\$641.54	\$4,232.63
66	Feb 8, 2029	\$641.54	\$578.05	\$63.49	\$0.00	\$641.54	\$3,654.58
67	Mar 8, 2029	\$641.54	\$586.72	\$54.82	\$0.00	\$641.54	\$3,067.86
68	Apr 8, 2029	\$641.54	\$595.52	\$46.02	\$0.00	\$641.54	\$2,472.34
69	May 8, 2029	\$641.54	\$604.45	\$37.09	\$0.00	\$641.54	\$1,867.88
70	Jun 8, 2029	\$641.54	\$613.52	\$28.02	\$0.00	\$641.54	\$1,254.36
71	Jul 8, 2029	\$641.54	\$622.72	\$18.82	\$0.00	\$641.54	\$631.63
72	Aug 8, 2029	\$641.11	\$631.63	\$9.47	\$0.00	\$641.11	\$0.00





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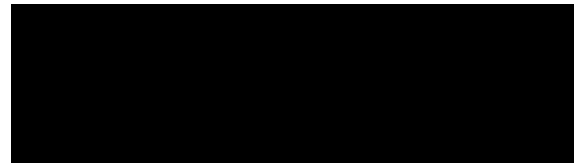
AUGUST 17, 2023

REASON FOR ISSUANCE
Confirmation of CoverageCLONSILLA AUTO SALES
809 CLONSILLA AVE
PETERBOROUGH, ON K9J 5Y2

INSURER:

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

LESSOR/LIENHOLDER

CLONSILLA AUTO SALES
809 CLONSILLA AVE
PETERBOROUGH, ON K9J 5Y2AUTOMOBILE DETAILS
VIN NUMBER2014 JEEP CHEROKEE SPORT 4DR 4WD
1C4PJMA50EW322371

LIABILITY INCLUSIVE LIMIT

AUTOMOBILE COVERAGES

\$1,000,000

COLLISION OR UPSET
COMPREHENSIVE
ALL PERILS

DEDUCTIBLE

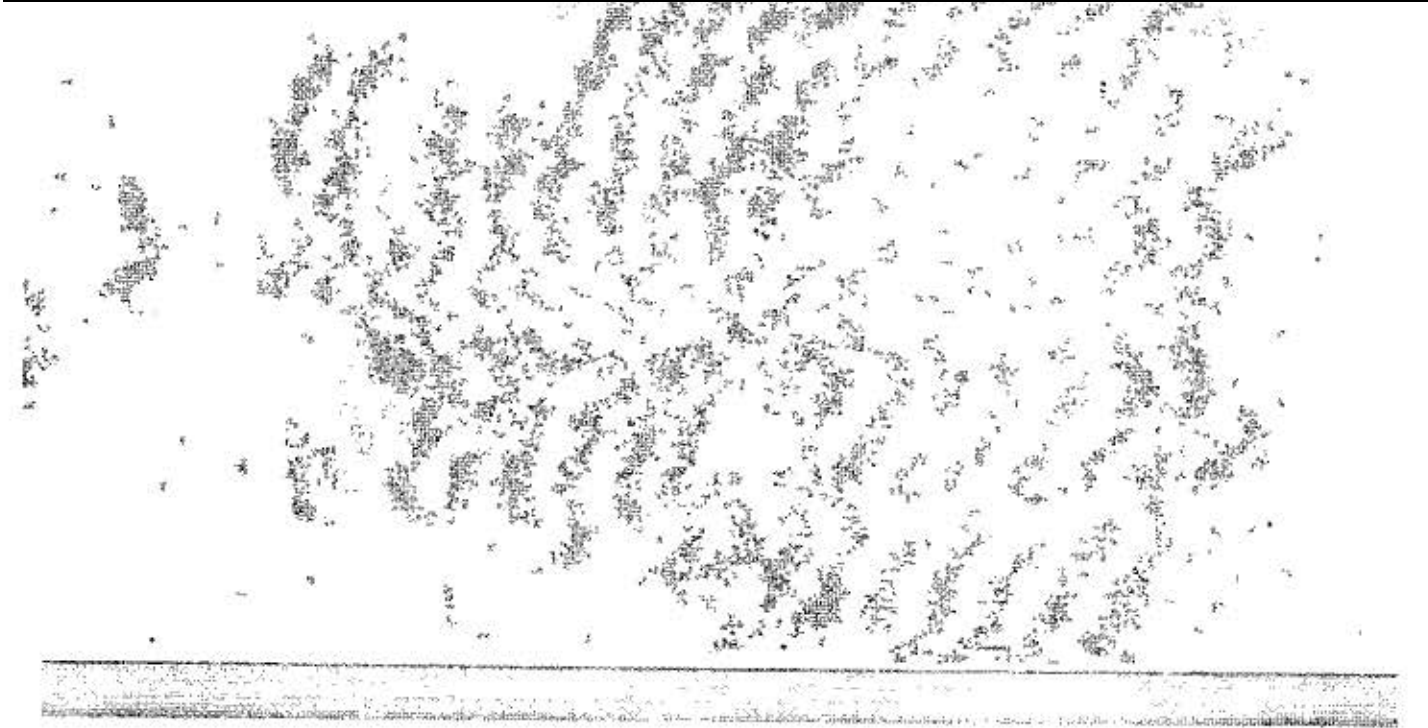
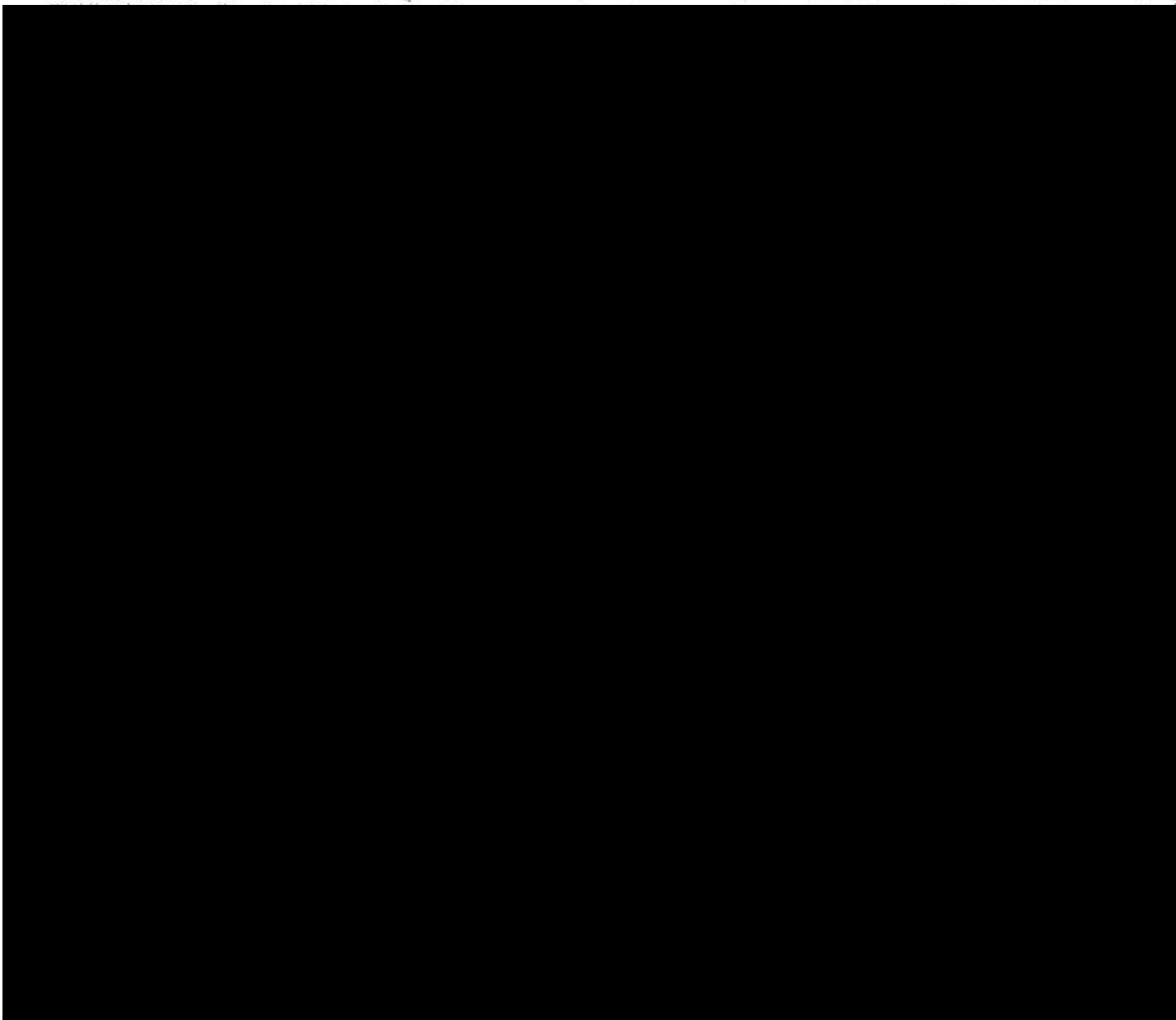
\$500

ENDORSEMENTS:

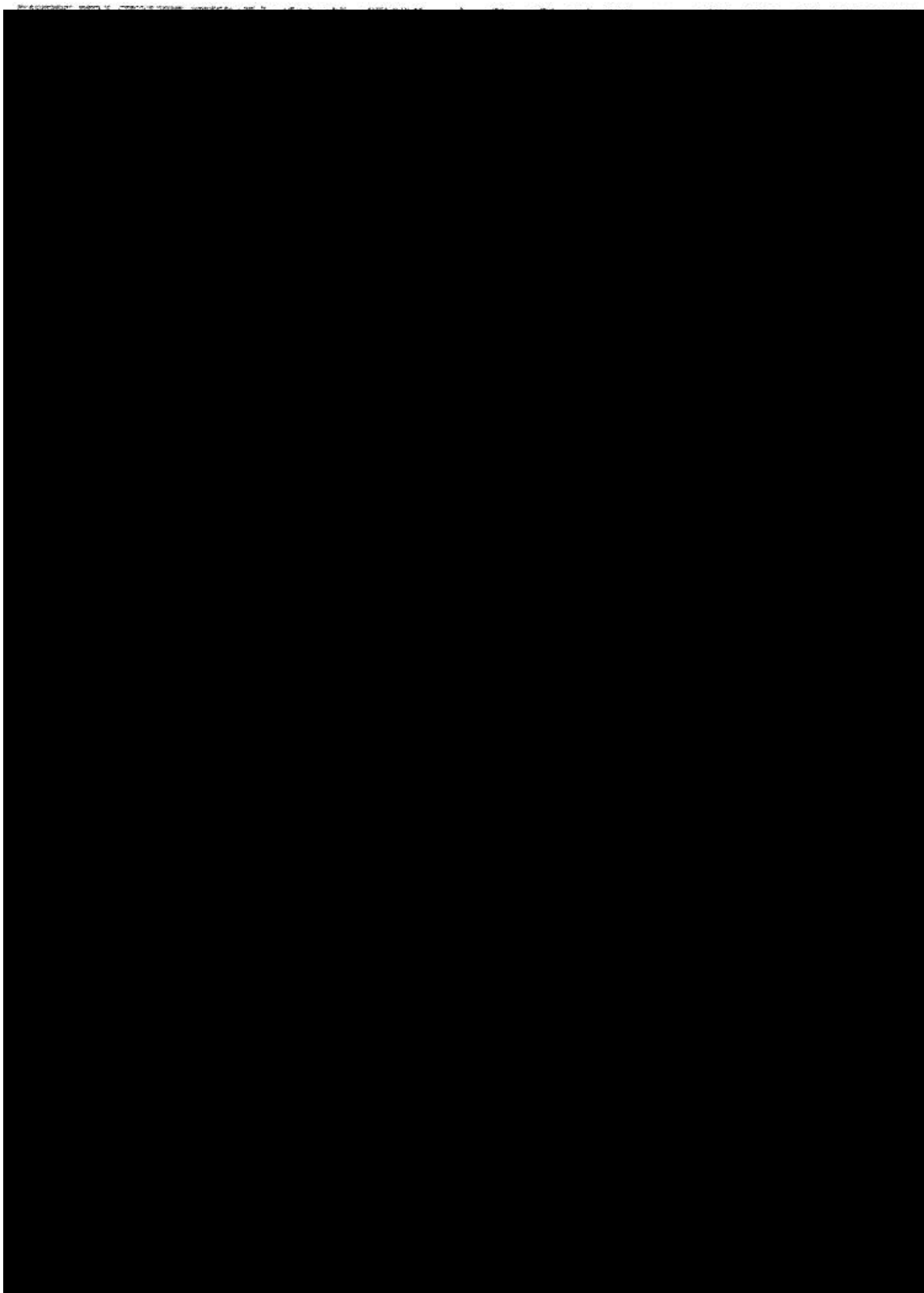
FORGIVE AND FORGET (CAA1)
PERMISSION TO RENT OR LEASE (OPCF 5)
CAA USAGE BASED INSURANCE
LOSS OF USE (OPCF 20)

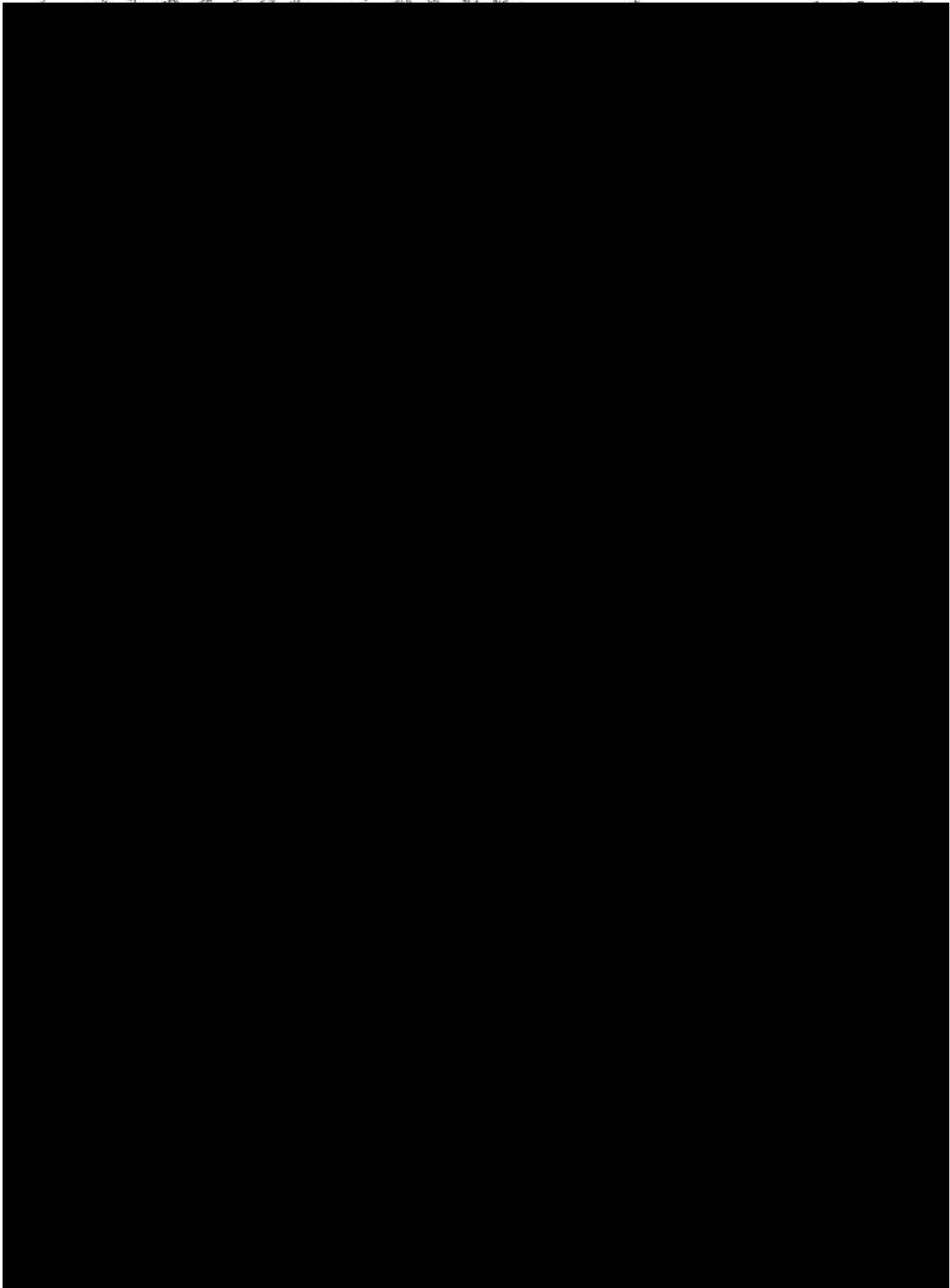
The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.
This confirmation of coverage is issued as a matter of information only and confers no rights on the holder and imposes no liability.
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UCDA CUSTOMER INFORMATION, APPRAISAL & DISCLOSURE FOR TRADE-IN VEHICLES

APPRAISAL DATE Aug 11/23 STOCK NO. _____

SHADED GREEN AREA MANDATORY AS PER MVDA 2010

www.ucdashares.com

APPRAISED BY: R. Scasny

☐ UCDA Lien Searches
☐ Auto Check™

☐ CARFAX™ CANADA
☐ Ontario History Search

LAST NAME _____ FIRST NAME _____

ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____

HOME PHONE _____ BUS. PHONE _____ CELL PHONE _____ EMAIL _____

VIN# 1C4RJAAS6EW322371 2014 Jeep Cherokee white 4
YEAR MAKE MODEL TRIM LEVEL COLOUR # OF CYL

☒ GAS ☐ DIESEL ☐ HYBRIDELECTRIC REGISTRATION VIEWED ☒ Yes ☐ No ACCIDENT BRAND NA

ORIGINAL OWNER ☒ Yes ☐ No PURCHASED FROM Dealers

VIN CHECKED (Dash & Door) ☒ Yes ☐ No HAS VEHICLE EVER BEEN DECLARED A TOTAL LOSS BY AN INSURER ☐ Yes ☒ No

ORIGINAL MFR VIN PLATE ☒ Yes ☐ No THEFT RECOVERY ☐ Yes ☒ No

REGISTERED LIEN ☐ Yes ☒ No MANUFACTURER'S WARRANTY CANCELLED ☐ Yes ☒ No

WITHIN THE LAST SEVEN YEARS WAS THIS AN OUT-OF-PROVINCE VEHICLE ☐ Yes ☒ No
U.S. VEHICLE ☐ Yes ☒ No
IF YES, IDENTIFY PROVINCE(S) AND/OR STATE(S)

ODOMETER (Exact # at time of Appraisal) 187559 IS ODOMETER FAULTY/BROKEN/REPLACED OR ROLLED BACK? ☐ Yes ☒ No

IF YES, EXPLAIN _____

IF DISTANCE TRAVELLED UNKNOWN, EXPLAIN _____

DAILY RENTAL ☐ Yes ☒ No POLICE CRUISER ☐ Yes ☒ No

FIRE DAMAGED ☐ Yes ☒ No EMERG. SERVICES VEHICLE ☐ Yes ☒ No

IMMERSED IN WATER ☐ Yes ☒ No TAXI OR LIMO ☐ Yes ☒ No

ANY BODY PANELS PAINTED OR REPLACED ☐ Yes ☒ No IF YES TO ANY, EXPLAIN _____

FOR HYBRID/HI-TECH ELECTRIC VEHICLES:

WHERE HAS THE VEHICLE BEEN SERVICED? _____

HAVE ANY OF THE HYBRID COMPONENTS BEEN REPAIRED/REPLACED? ☐ Yes ☒ No IF YES, EXPLAIN: _____

IS THERE A MANUFACTURER'S EXTENDED WARRANTY ON THE HYBRID COMPONENTS? ☐ Yes ☒ No IF YES, EXPLAIN: _____

WARNING INDICATORS (Are any of the listed warning indicators illuminated):

BATTERY ☐ Yes ☒ No ENGINE ☐ Yes ☒ No BRAKING SYSTEM ☐ Yes ☒ No

AIR BAGS ☐ Yes ☒ No FUEL SYSTEM ☐ Yes ☒ No OTHER _____

EQUIPMENT:

POWER WINDOWS ☒ AIR BAGS ☒ AIR CONDITIONING ☐

POWER LOCKS ☒ ABS ☒ WHEELS (ALLOY) ☐

CRUISE CONTROL ☒ SUNROOF ☐ KEYLESS ENTRY ☐

CD/DVD ENTERTAINMENT CENTRE ☐

ALTO TRANSMISSION ☒ MANUAL TRANSMISSION ☐

LEATHER INTERIOR ☐ NAV SYSTEM ☐

DOES VEHICLE REQUIRE REPAIRS TO:

ENGINE ☐ Yes ☒ No COMPUTER ☐ Yes ☒ No

SUSPENSION/SUBFRAME ☐ Yes ☒ No ELECTRICAL SYSTEM ☐ Yes ☒ No

TRANSMISSION ☐ Yes ☒ No AIR CONDITIONING ☐ Yes ☒ No

FUEL SYSTEM ☐ Yes ☒ No STRUCTURAL PARTS DAMAGED ☐ Yes ☒ No

POWER TRAIN ☐ Yes ☒ No ALTERED OR REPAIRED ☐ Yes ☒ No

ANY PREVIOUS DAMAGE REPAIRED EXCEEDING \$3,000? ☐ Yes ☒ No

HAVE THE MANUFACTURER'S BADGES OR DECALS BEEN CHANGED OR HAVE THE ORIGINAL PRODUCTION SPECIFICATIONS BEEN CHANGED? ☐ Yes ☒ No

ANY OTHER DISCLOSURES? _____

Other than disclosed herein:
1. I declare that my trade-in has not been accident damaged, nor was such information disclosed when purchased or leased.
2. My trade-in does not have any mechanical defects.

SIGNATURE OF REGISTERED OWNER, LESSEE OR BONA FIDE DRIVER: _____

INSPECTION AT APPRAISAL:

☐ ENGINE STARTS & RUNS

☐ TRANSMISSION FORWARD & REVERSE

☐ ENGINE LIGHT - ON THEN GOES OFF

☐ ANTI-LOCK BRAKES - ON THEN GOES OFF

☐ AIRBAGS - ON THEN GOES OFF

☐ AIR CONDITIONING OPERATING

☐ AWD / 4 WD OPERATING

☐ WINDSHIELD - NO CRACKS

☐ CD, CASSETTE, ENTERTAINMENT CENTRE

DISTANCE TRAVELLED AT APPRAISAL: _____

INSPECTION AT DELIVERY:

☐ ENGINE STARTS & RUNS

☐ TRANSMISSION FORWARD & REVERSE

☐ ENGINE LIGHT - ON THEN GOES OFF

☐ ANTI-LOCK BRAKES - ON THEN GOES OFF

☐ AIRBAGS - ON THEN GOES OFF

☐ AIR CONDITIONING OPERATING

☐ AWD / 4 WD OPERATING

☐ WINDSHIELD - NO CRACKS

☐ CD, CASSETTE, ENTERTAINMENT CENTRE

DISTANCE TRAVELLED AT DELIVERY: _____

REPAIRS REQUIRED:

☐ PAINT

☐ BRAKES

☐ TIRES

☐ ENGINE

☐ TRANSMISSION

☐ BODY WORK / DENTS

☐ GLASS

☐ OTHER _____

VALUE OF TRADE-IN: \$ _____

Please be advised that the trade-in value may be adjusted if the vehicle is not in the same condition at time of delivery.

Customer Initials DN



PURCHASE AGREEMENT

RETAILER:

926749 Ontario Limited O/A
Clonsilla Auto Sales
809 Clonsilla Avenue
Peterborough, Ontario
K9J 5Y2

Telephone: 1-705-742-6500

ASSIGNEE: (PURCHASER)

JAQSTAN CONSULTING INC.O/A
AutoLoans 4 You
71 Ortona Court
Concord, Ontario
L4K 3M2

Telephone: 1-416-727-7707

THE ASSIGNEE agrees to purchase the following Vehicle and all additional equipment and other attachments and accessories to it (collectively "Vehicle" or "goods") from the Retailer on the following terms.

THE RETAILER intends to assign the Vehicle, The Lease Agreement of:
Name: DOUGLAS EVERSON

and all payments under it to Jaqstan Consulting Inc. O/A AutoLoans 4 You, its successors, and assigns, from the date this Agreement is assigned by the Retailer to JAQSTAN CONSULTING INC.O/A AutoLoans 4 You, the Assignee.

DESCRIPTION OF VEHICLE:

(The object of this Agreement)

PRE-OWNED

YEAR : 2014

MAKE & MODEL : HYUNDAI ELANTRA

LICENCE NO : DABF811

NO. OF CYLINDERS: 4

COLOUR : WHITE

VEHICLE IDENTIFICATION NUMBER ("VIN"): 5NPDH4AE2EH489314

COST DISCLOSURE:

a) Cash price

The Assignee agrees to purchase the above-described VEHICLE for Twenty-two thousand, nine hundred and fifteen dollars and seventy-six cents (\$22,915.76)

The Retailer represents and warrants that it is transferring its right, title, and interest in this Vehicle free and clear of all liens, prior claims, hypothecs, encumbrances, or other security interests created by or through the Retailer or any previous owner of the Vehicle.

- 1.01 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 1.02 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, personal legal representatives, and successors of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 30th Of November 2023.

Retailer: Name: CONFIDENT AND SALES 926 744 ONTARIO LTD Title: PRESIDENT
(PLEASE PRINT) (PLEASE PRINT)

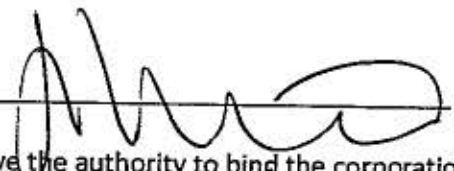
Signature: [Signature] Name: WILLIAM
(PLEASE PRINT)

I Have the authority to bind the corporation.

WITNESS [Signature]
BATH SHAPIRO

Assignee: Name: ANTHONY S + YOU
(PLEASE PRINT)

Title: PRESIDENT
(PLEASE PRINT)

Signature: 
I Have the authority to bind the corporation.

Name: JACQUE RABINOWITZ
(PLEASE PRINT)

WITNESS 
RACH SHAPIRO

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Douglas Everson

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Hyundai Elantra VIN: 5NPDH4AE2EH489314 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$22,915.76** in consecutive monthly installments of **\$547.00** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.


On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18.9%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL

**Ontario PPSA Registration****VERIFICATION****Document Details**

Registration Date: 29 NOV 2023
Expiry Date: 29 NOV 2024
Registration Number: 20231129 1349 1793 6071
File Number: 500773536

Transaction ID: 005-963-741

**General**

Reference Number: CLON3373
Registration Period (Years): 1

Caution Filing: Yes
Perform a Post Search: Yes
Register Immediately: Yes

**Business Debtor**

926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
809 CLONSILLA AVENUE
PETERBOROUGH ON K9J5Y2

**Individual Debtor**

DOUGLAS W EVERSON [REDACTED]
[REDACTED]

**Secured Party**

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2

**Collateral Classification**

Consumer Goods: Yes Inventory: Yes Equipment: No Accounts: Yes Other: Yes
Motor Vehicle Included: Yes
Principal Amount: \$22,916.00 No Fixed Date of Maturity

**Serial Numbered Collateral**

2014 HYUNDAI ELANTRA 5NPDH4AE2EH489314 MV

**General Collateral**

CLON3373--LEASE AGREEMENT DATED SEP 21, 2023-TOTAL 72 MONTHS

**Registering Agent**

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2

Drafted by JACQUIE RABINOWITZ - JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU



1717 Burton Road
Vars, ON KOA3H0

November 30, 2023

NOTICE OF LIEN RELEASE

Please be advised, Automotive Finance Canada Inc. (AFCI) hereby announces it no longer holds any financial interest in the following vehicles:

926749 ONTARIO LTD. OBA: CLONSILLA AUTO SALES AND LEASING
5NPDH4AE2EH489314

If you require further information regarding the above unit, please contact me at (613) 443-2880.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer McKenzie'.

Jennifer McKenzie-St. Louis
Dealer Service Specialist II, Ottawa
Automotive Finance Canada Inc.
1717 Burton Road
Vars, Ontario KOA 3H0
Office: 613-443-2880 Fax:
877-730-7881
jennifer.stlouis@autofinance.com
www.afcdealer.com

Our Service Will Floor You!

autoloans2022@gmail.com

From: maryanne@clonsillaautosales.com
Sent: November 30, 2023 10:55 AM
To: autoloans2022@gmail.com
Cc: 'Hugh Waddell'
Subject: FW: Lease Payments for 2014 Hyundai Elantra

Sorry I forgot to cc. you on this...

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

From: maryanne@clonsillaautosales.com <maryanne@clonsillaautosales.com>
Sent: Thursday, November 30, 2023 10:52 AM
To: 'Douglas Everson' <d.everson363636@gmail.com>
Subject: FW: Lease Payments for 2014 Hyundai Elantra

Good Morning Douglas:

Due to a change in the structure of the lender for your lease – we need to make some changes to the way your current lease payment is being submitted.

Going forward instead of an automated debit from your account – we are asking that you send your payment directly to the lender via e-transfer.

It will follow the same schedule you currently have so you will send the e-transfer starting Dec 1, 2023, for monthly payment of \$547.00 and the first of every month from there on out.

Please send the e-transfer to autoloans2022@gmail.com.

If you have any questions or concerns, please do not hesitate to call.

Thank you,

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

Clonsilla Auto Sales

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

134783554RT
3373
Velocity ID: 1212

Lease Agreement & Disclosure Statement

Day	Month	Year
21	9	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: DOUGLAS W EVERSON		Home Phone: [REDACTED]	Business Phone: [REDACTED]	Email: [REDACTED]
Address: [REDACTED]	City: [REDACTED]	Province: [REDACTED]	Postal Code: [REDACTED]	Driver's License No: [REDACTED]
Jurisdiction: [REDACTED]		Expiry Date: [REDACTED]		

VEHICLE INFORMATION

YEAR: 2014	MAKE: HYUNDAI	MODEL: ELANTRA	TRIM LEVEL: GL	COLOR: WHITE	STOCK #: [REDACTED]
VIN: 5NPDH4AE2EH489314		Distance Unknown True distance is likely to be higher. Last odometer reading: null Actual distance traveled may be substantially higher than odometer reading.		New Used: [X] []	Daily Rental: No

Manufacturer participates in Canadian Motor Vehicle Arbitration? **No**
See CAMVAP statement on reverse side. (not all vehicles qualify)

INSURANCE INFORMATION

Name of Insurance Company: [REDACTED]	Policy No: [REDACTED]	Expiry Date: [REDACTED]
Insurance Agent & Phone #: [REDACTED]		

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:

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.

LEASE DISCLOSURE

VEHICLE LEASE VALUE	\$20,758.28
CAPITALIZED COST	\$23,456.86
ANNUAL PERCENT RATE	18.9%
IMPLICIT FINANCE CHARGE	\$15,927.45
LEASE PAYMENT PER MONTH	\$509.52
TOTAL COST OF LEASE	\$39,384.31
TOTAL PAYMENT PER MONTH	\$547.00
HST / PMT	\$37.48
ADMIN FEE PER PMT	\$0.00
TOTAL NUMBER OF MONTHS	72.00
EACH PAYMENT IS DUE ON THE _____ OF EACH MONTH.	

Payments to be made by Pre-Authorized Payment, Credit Card or Certified Funds

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 \$2345 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 kilometer charge, plus applicable taxes.

Lessee Signature: *Douglas E*

Co-Signer's Name: _____

Co-Signer's Signature: _____

(Co-Signer acknowledges full responsibility for the terms of this lease in the event of default by the Lessee.)

Authorized Lessor's Signature: *[Signature]*

Mileage Warranty Service Date: _____ Delivered with Safety? **Yes**

Details of Delivery: _____ Delivery Date: **2023-09-21**

Vehicle Disclosure Statement Attached? **Yes [] No []**

LEASE TERMS

Vehicle Value	17,861.28
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	20,758.28
Taxes	2,698.58
Capitalized Cost	23,456.86
License	59.00
OMVIC	10.00
DOCFFEE	675.25
PPSA Registration	55.75
HST on Down Payment	0.00
Deposit	800.00
First Payment	547.00
Balance Due On Delivery	547.00

SALESPERSON SIGNATURE

SALESPERSON'S NAME: Rastislav Scasny	REGISTRATION NO: 5354279
--	------------------------------------

SALESPERSON'S SIGNATURE: *[Signature]*

LESSOR ACCEPTANCE

DEALER REGISTRATION NO: 4082426	NAME OF OFFICIAL (print): H WADDELL
---	---

ACCEPTANCE NO: 1844574	TITLE: Manager
----------------------------------	--------------------------

DATE: Sept 21/23	ACCEPTOR'S SIGNATURE: <i>[Signature]</i>
----------------------------	---

LESSEE'S ACCEPTANCE

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.

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.

Lessee's Signature: *Douglas E* Co-Signer (if any): _____

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: 5NPDH4AE2EH489314
2014 HYUNDAI ELANTRA

Payment Schedule

Capital: \$23,456.86	Interest Rate: 18.9%	Begin Payment Date: 2023-09-21
Total Interest: \$15,927.45	Term: 72 monthly	Final Payment Date: Aug 21, 2029
Total Paid: \$39,384.31	Payment: \$547.00	Final Payment: 547.31

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
1	Sep 21, 2023	\$547.00	\$177.55	\$369.45	\$0.00	\$547.00	\$23,279.31
2	Oct 21, 2023	\$547.00	\$180.35	\$366.65	\$0.00	\$547.00	\$23,098.95
3	Nov 21, 2023	\$547.00	\$183.19	\$363.81	\$0.00	\$547.00	\$22,915.76
4	Dec 21, 2023	\$547.00	\$186.08	\$360.92	\$0.00	\$547.00	\$22,729.69
5	Jan 21, 2024	\$547.00	\$189.01	\$357.99	\$0.00	\$547.00	\$22,540.68
6	Feb 21, 2024	\$547.00	\$191.98	\$355.02	\$0.00	\$547.00	\$22,348.69
7	Mar 21, 2024	\$547.00	\$195.01	\$351.99	\$0.00	\$547.00	\$22,153.69
8	Apr 21, 2024	\$547.00	\$198.08	\$348.92	\$0.00	\$547.00	\$21,955.61
9	May 21, 2024	\$547.00	\$201.20	\$345.80	\$0.00	\$547.00	\$21,754.41
10	Jun 21, 2024	\$547.00	\$204.37	\$342.63	\$0.00	\$547.00	\$21,550.04
11	Jul 21, 2024	\$547.00	\$207.59	\$339.41	\$0.00	\$547.00	\$21,342.45
12	Aug 21, 2024	\$547.00	\$210.86	\$336.14	\$0.00	\$547.00	\$21,131.60
13	Sep 21, 2024	\$547.00	\$214.18	\$332.82	\$0.00	\$547.00	\$20,917.42
14	Oct 21, 2024	\$547.00	\$217.55	\$329.45	\$0.00	\$547.00	\$20,699.87
15	Nov 21, 2024	\$547.00	\$220.98	\$326.02	\$0.00	\$547.00	\$20,478.89
16	Dec 21, 2024	\$547.00	\$224.46	\$322.54	\$0.00	\$547.00	\$20,254.43
17	Jan 21, 2025	\$547.00	\$227.99	\$319.01	\$0.00	\$547.00	\$20,026.44
18	Feb 21, 2025	\$547.00	\$231.58	\$315.42	\$0.00	\$547.00	\$19,794.86
19	Mar 21, 2025	\$547.00	\$235.23	\$311.77	\$0.00	\$547.00	\$19,559.63
20	Apr 21, 2025	\$547.00	\$238.94	\$308.06	\$0.00	\$547.00	\$19,320.69
21	May 21, 2025	\$547.00	\$242.70	\$304.30	\$0.00	\$547.00	\$19,077.99
22	Jun 21, 2025	\$547.00	\$246.52	\$300.48	\$0.00	\$547.00	\$18,831.47
23	Jul 21, 2025	\$547.00	\$250.40	\$296.60	\$0.00	\$547.00	\$18,581.07
24	Aug 21, 2025	\$547.00	\$254.35	\$292.65	\$0.00	\$547.00	\$18,326.72
25	Sep 21, 2025	\$547.00	\$258.35	\$288.65	\$0.00	\$547.00	\$18,068.36
26	Oct 21, 2025	\$547.00	\$262.42	\$284.58	\$0.00	\$547.00	\$17,805.94
27	Nov 21, 2025	\$547.00	\$266.56	\$280.44	\$0.00	\$547.00	\$17,539.38
28	Dec 21, 2025	\$547.00	\$270.75	\$276.25	\$0.00	\$547.00	\$17,268.63
29	Jan 21, 2026	\$547.00	\$275.02	\$271.98	\$0.00	\$547.00	\$16,993.61
30	Feb 21, 2026	\$547.00	\$279.35	\$267.65	\$0.00	\$547.00	\$16,714.26
31	Mar 21, 2026	\$547.00	\$283.75	\$263.25	\$0.00	\$547.00	\$16,430.51
32	Apr 21, 2026	\$547.00	\$288.22	\$258.78	\$0.00	\$547.00	\$16,142.29
33	May 21, 2026	\$547.00	\$292.76	\$254.24	\$0.00	\$547.00	\$15,849.53
34	Jun 21, 2026	\$547.00	\$297.37	\$249.63	\$0.00	\$547.00	\$15,552.16

PERIOD	DATE	RENTAL	PROPERTY	PROPERTY	PROPERTY	TOTAL Payment	RENTAL
35	Jul 21, 2025	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$15,252.11
36	Aug 21, 2025	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$14,963.30
37	Sep 21, 2025	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$14,631.85
38	Oct 21, 2025	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$14,215.15
39	Nov 21, 2025	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$13,903.58
40	Dec 21, 2025	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$13,644.99
41	Jan 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$13,335.22
42	Feb 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$12,996.25
43	Mar 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$12,655.77
44	Apr 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$12,305.93
45	May 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$11,955.15
46	Jun 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$11,595.45
47	Jul 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$11,232.10
48	Aug 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$10,862.00
49	Sep 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$10,495.00
50	Oct 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$10,134.25
51	Nov 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$9,771.37
52	Dec 21, 2026	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$9,352.41
53	Jan 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$8,922.24
54	Feb 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$8,515.75
55	Mar 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$8,107.93
56	Apr 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$7,693.93
57	May 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$7,257.52
58	Jun 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$6,824.03
59	Jul 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$6,395.32
60	Aug 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$5,938.09
61	Sep 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$5,495.42
62	Oct 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$5,024.82
63	Nov 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$4,595.55
64	Dec 21, 2027	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$4,091.72
65	Jan 21, 2028	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$3,599.52
66	Feb 21, 2028	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$3,108.70
67	Mar 21, 2028	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$2,610.66
68	Apr 21, 2028	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$2,104.73
69	May 21, 2028	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$1,590.93
70	Jun 21, 2028	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$1,068.99
71	Jul 21, 2028	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$538.53
72	Aug 21, 2028	\$547.00	\$547.00	\$547.00	\$0.00	\$547.00	\$100



Co-operators General Insurance Company

ACQUISITION

O.P.C.F. No. 5

Permission to Rent or Lease Automobiles and Extending Coverage to the Specified Lessee(s)

(1) Purpose of This Change

This change is part of your policy.

- Lessor

It permits the lessor to rent or lease automobile(s) to the lessee who has completed the Ontario Application for Automobile Insurance - Owner's Form (OAF 1). For the purposes of s. 267.12 (1) (a) of the *Insurance Act* (Ontario), the policy shall be deemed to have been issued only to the lessee of the automobile, and not to the lessor.

- Lessee

It provides coverage to the lessee as if the lessee were the named insured, and to every other person who uses or operates the automobile with the lessee's consent. The coverage will not exceed the limits and amounts shown on the Certificate of Automobile Insurance.

(2) Changes to Your Policy

2.1 In the following Sections of your policy, the word "you" will include the lessee:

- Section 1, "Introduction," except in 1.4.3 where "you" means the owner, and in 1.6.2 and 1.6.3 where "you" means the lessee;
- Section 3, "Liability Coverage," except in 3.5.1 where "you" means the lessee;
- Section 6, "Direct Compensation - Property Damage Coverage," and
- Section 7, "Loss or Damage Coverages (Optional)," except in 7.4.3 and 7.4.4 where "you" means the lessee.

2.2 In the following Sections of your policy, the word "you" means lessee:

- Section 2, "What Automobiles Are Covered";
- Section 4, "Accident Benefits Coverage," and
- Section 5, "Uninsured Automobile Coverage."

2.3 In section 1.8.2 of your policy, "Excluded Drivers and Driving Without Permission", "owner" means the lessee.

2.4 Section 1.8.3 of your policy, "Rented or Leased Auto", is changed to the following:

Except for certain Accident Benefits coverage, there is no coverage under this policy if the automobile is rented or leased to someone other than the lessee named in the policy. However, if an insured person is using the automobile for an employer's business and is paid for using it, we won't consider that renting or leasing.

2.5 Section 1.8.4 of your policy is changed to the following:

1.8.4 Garage Workers Not Covered

No person who sells, repairs, maintains, stores, services or parks automobiles as part of a business, is covered by this policy while involved in conducting that business, unless the person leases from the lessor the automobile involved in an incident or is the employee or partner of the lessee.

2.6 In section 2.2.1 of your policy, "Newly Acquired Automobiles", the words "that you acquire as owner" will mean leased by the lessee from the lessor.

(3) Changes to the Application

Item 11 of the Ontario Application for Automobile Insurance - Owner's Form (OAF1) is changed to the following:

Where

1. the lessee as applicant for a contract,
 - (i) gives false particulars of the described automobile to be insured to the prejudice of the insurer, or
 - (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or
2. the lessee contravenes a term of the contract or commits a fraud; or
3. the lessee willfully makes a false statement in respect of a claim under the contract;

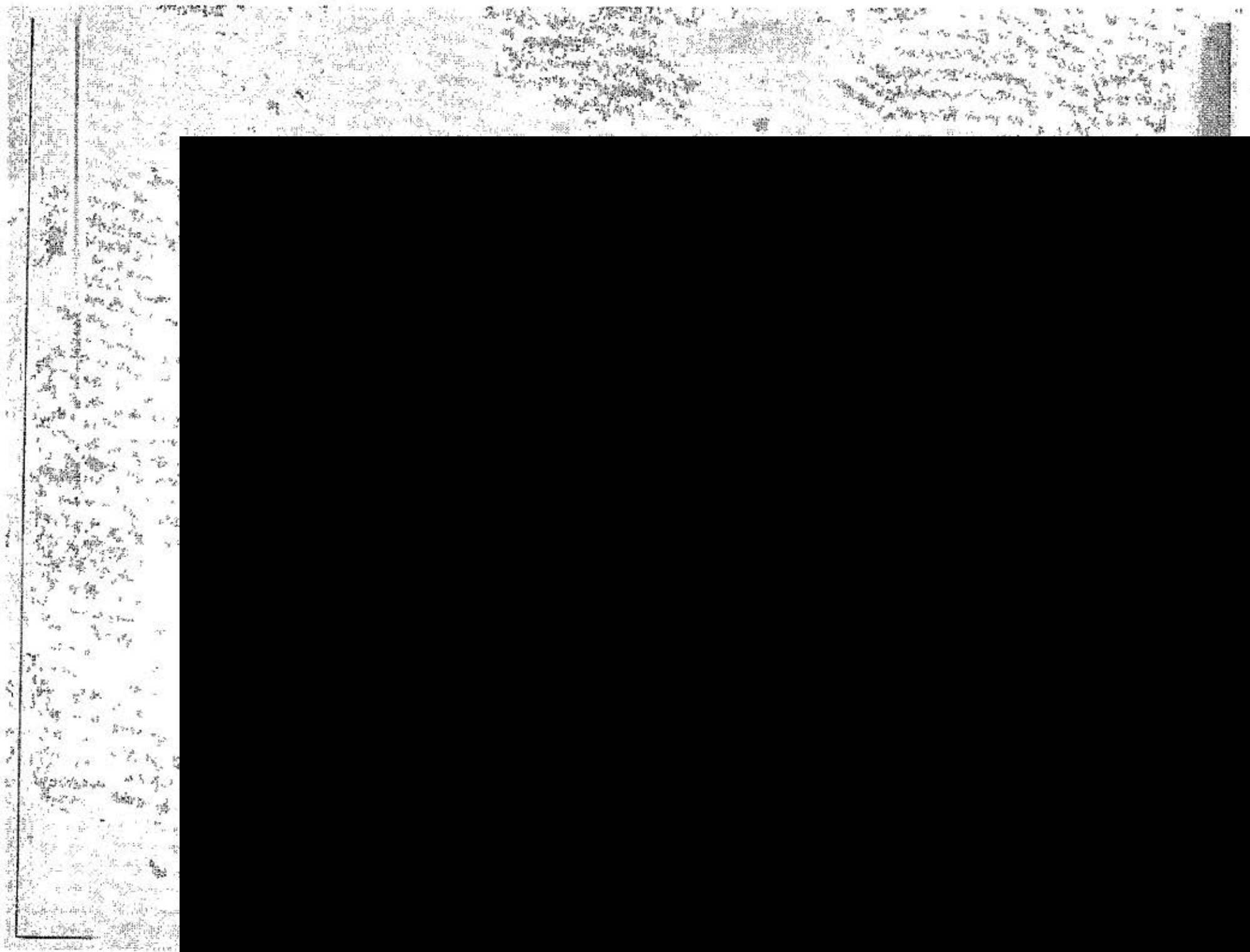
a claim by the lessee, for other than such statutory accident benefits as are set out in the Statutory Accident Benefits Schedule, is invalid and the right of the lessee to recover indemnity is forfeited.

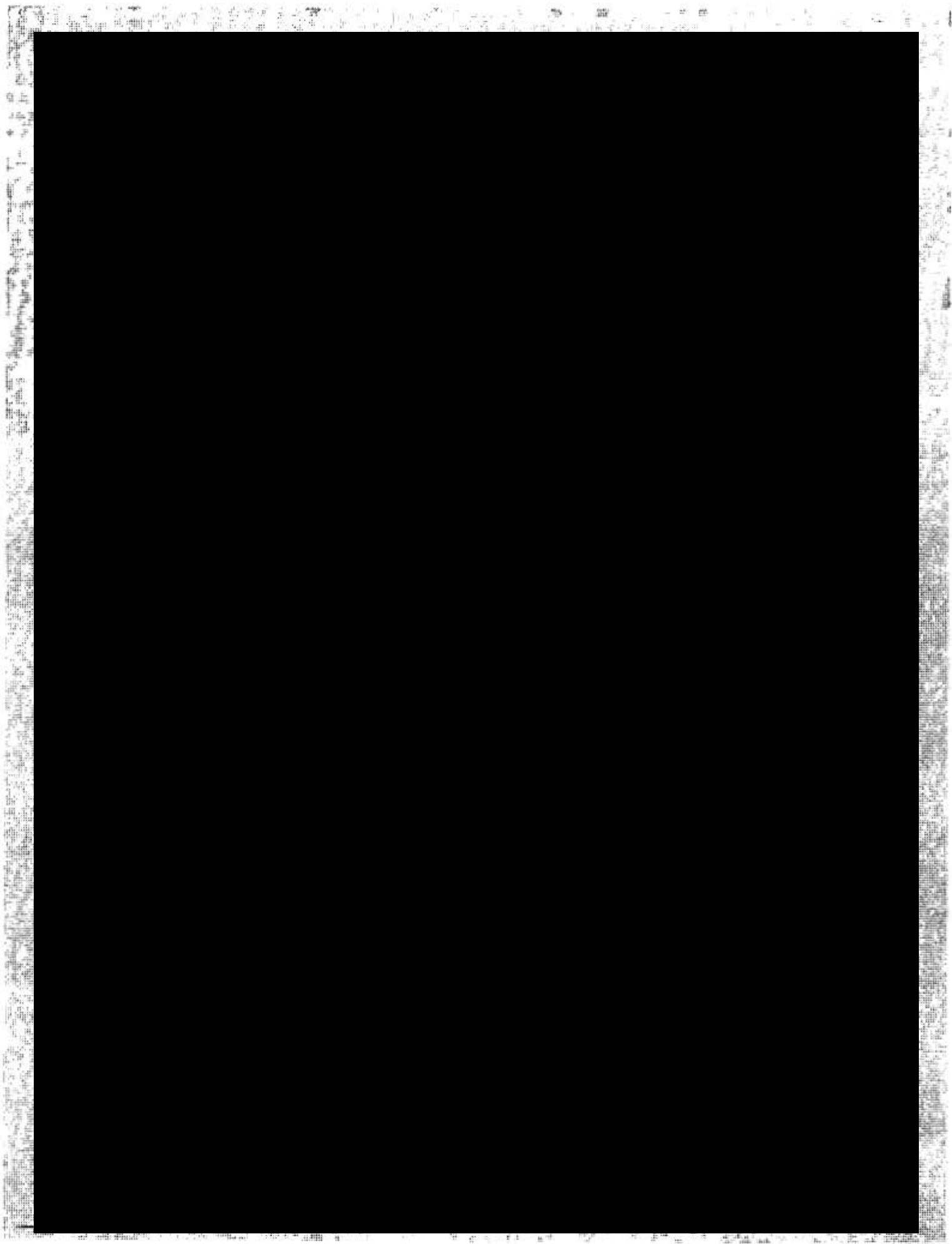
Where

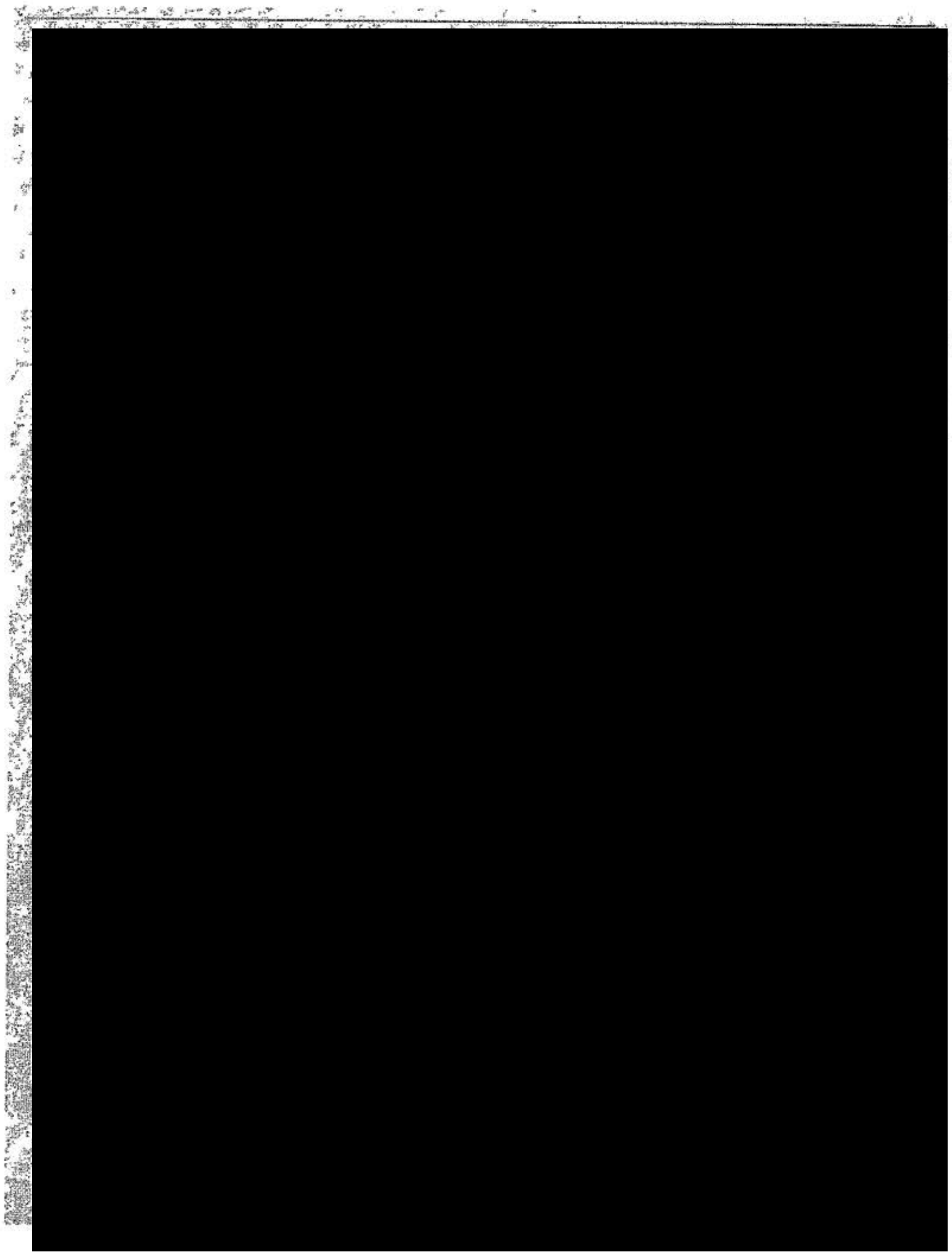
1. the lessor contravenes a term of the contract or commits a fraud; or
2. the lessor willfully makes a false statement in respect of a claim under the contract;

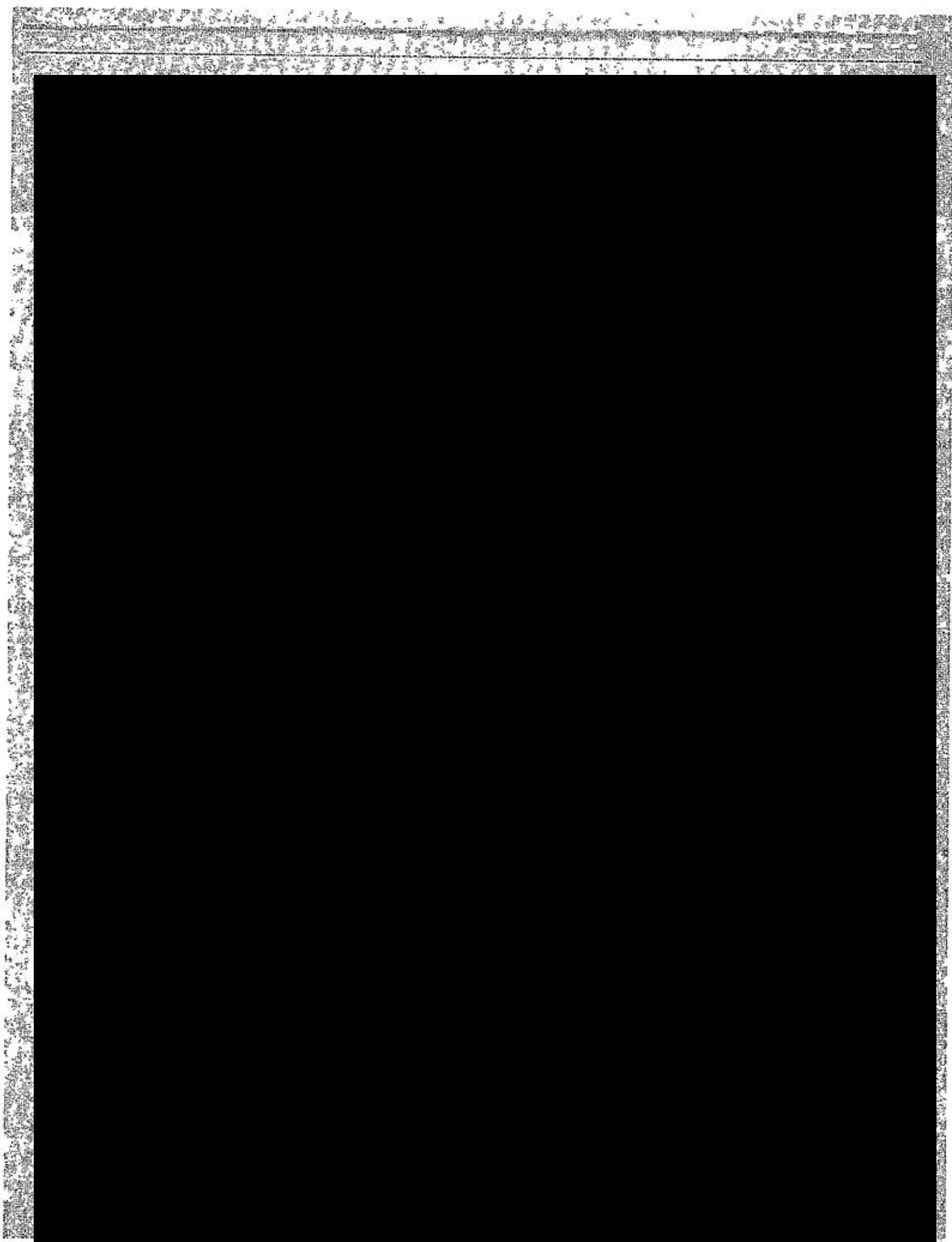
a claim by the lessor is invalid and the right of the lessor to recover indemnity is forfeited.

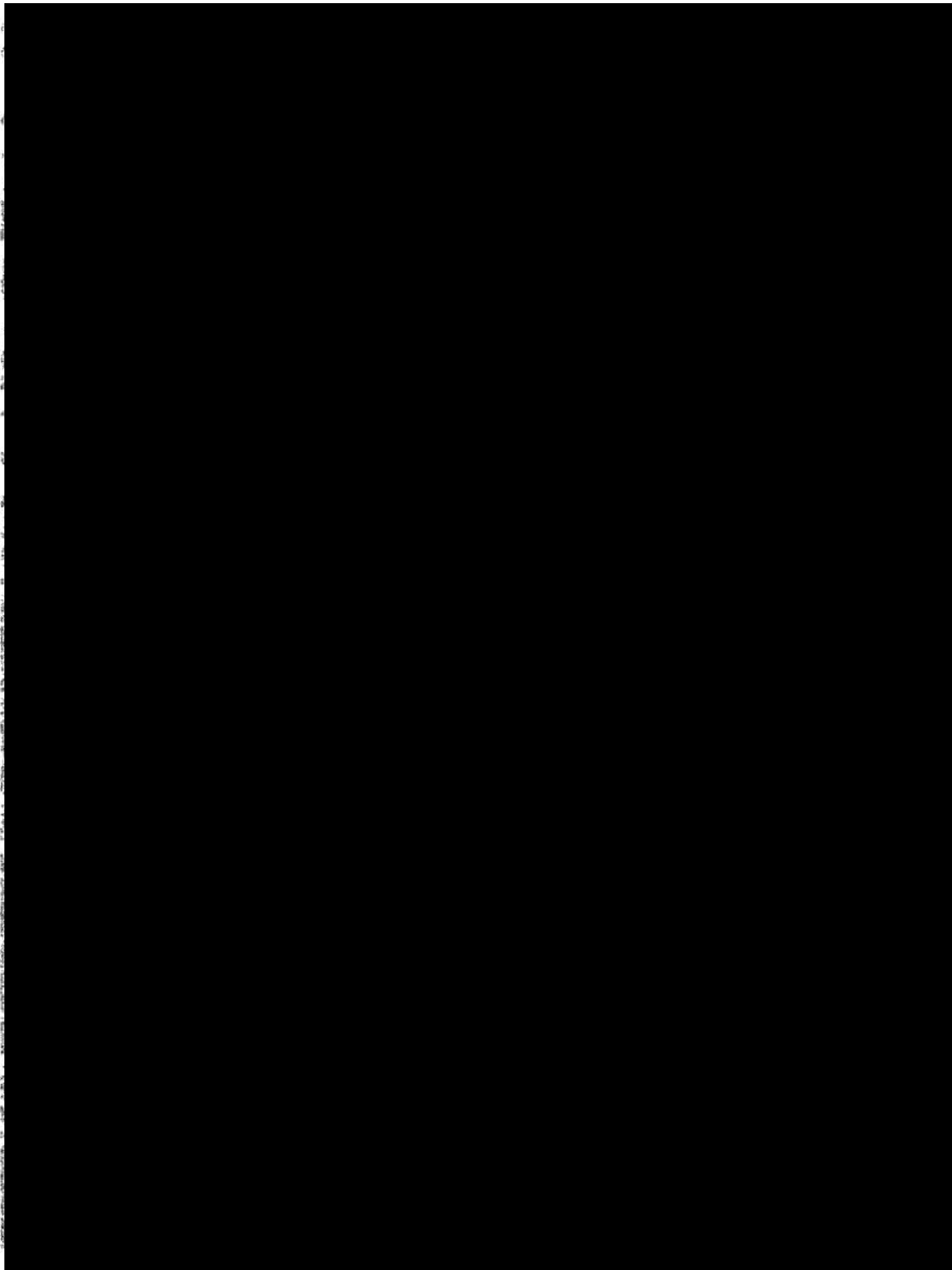
All other terms and conditions of your policy remain the same.

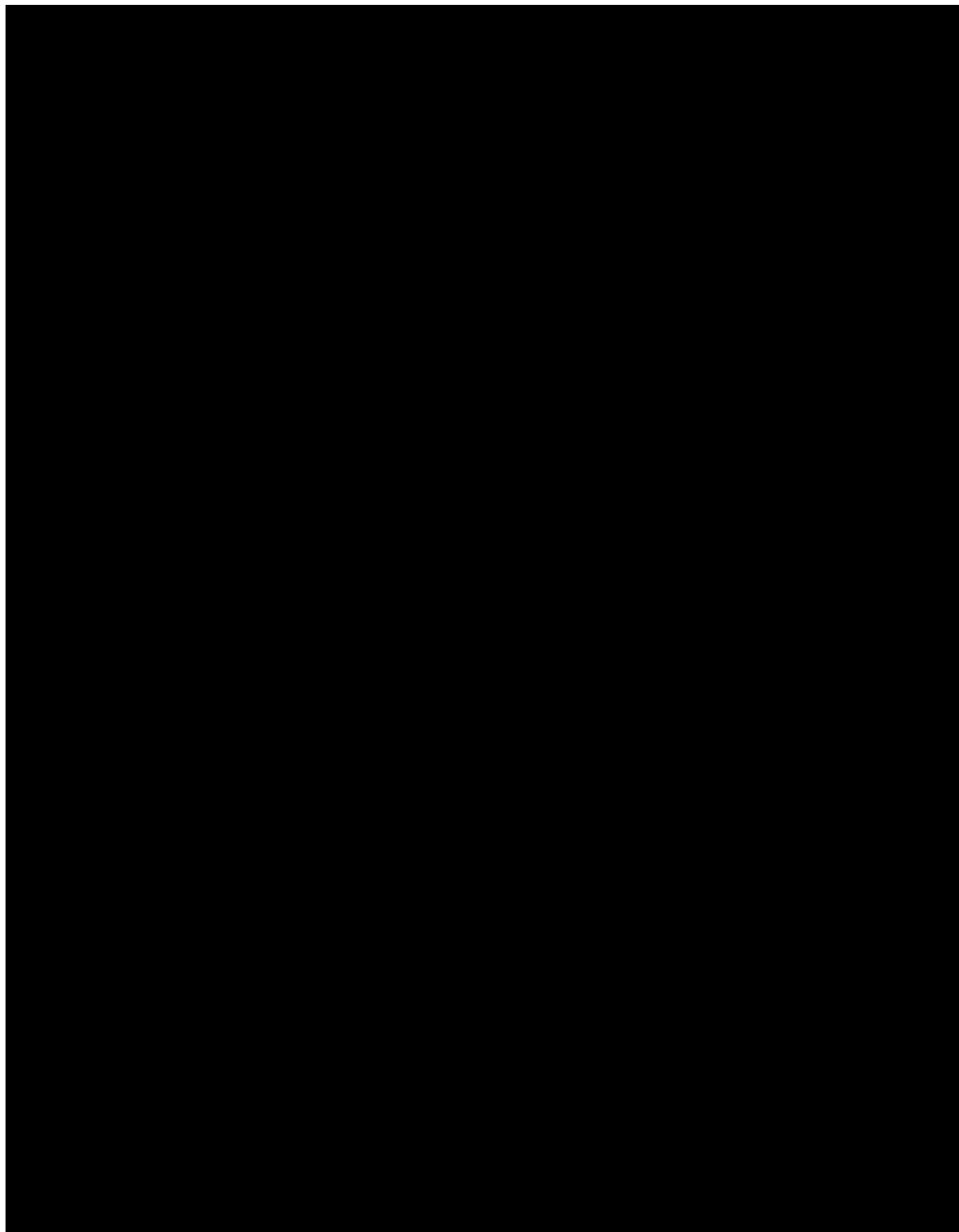


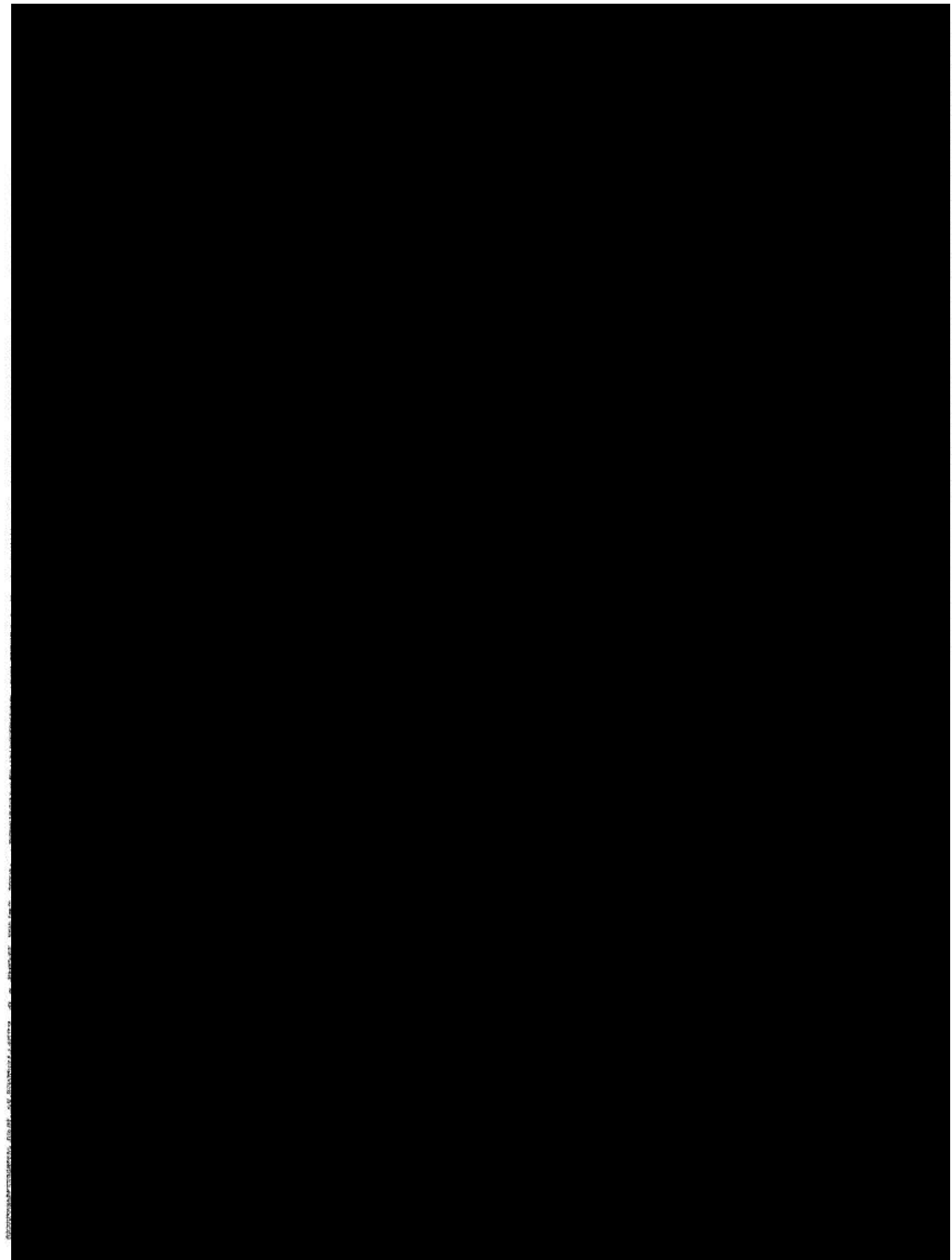












UCDA CUSTOMER INFORMATION, APPRAISAL & DISCLOSURE FOR TRADE-IN VEHICLES

SHADED GREEN AREA MANDATORY AS PER MVDA 2010

APPRAISAL DATE: Sept 21/23 STOCK NO.: _____

APPRAISED BY: R Scosy

www.ucdashsearches.com

☐ UCDA Lien Searches
☐ Auto Check™

☐ CARFAX™ CANADA
☐ Ontario History Search

LAST NAME _____ FIRST NAME _____

ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____

HOME PHONE _____ BUS. PHONE _____ CELL PHONE _____ E-MAIL _____

VIN # 5NPD44AE2CH489314 YEAR 2014 MAKE Hyundai MODEL Elantra GL TRIM LEVEL GL COLOUR white # OF CYL 4

☒ GAS ☒ DIESEL ☐ HYBRID/ELECTRIC REGISTRATION VIEWED ☒ Yes ☐ No ACCIDENT BRAND N/A

ORIGINAL OWNER ☐ Yes ☒ No PURCHASED FROM Dealeo

VIN CHECKED (Dash & Door) ☒ Yes ☐ No HAS VEHICLE EVER BEEN DECLARED A TOTAL LOSS BY AN INSURER ☐ Yes ☒ No
ORIGINAL MFR VIN PLATE ☒ Yes ☐ No THEFT RECOVERY ☐ Yes ☒ No
REGISTERED LIEN ☐ Yes ☒ No MANUFACTURER'S WARRANTY CANCELLED ☐ Yes ☒ No

WITHIN THE LAST SEVEN YEARS WAS THIS AN:
OUT-OF-PROVINCE VEHICLE ☐ Yes ☒ No
U.S. VEHICLE ☐ Yes ☒ No
IF YES, IDENTIFY PROVINCE(S) AND/OR STATE(S): _____

ODOMETER (Exact # at time of Appraisal) ☐ Km or ☒ Miles 130 936 IS ODOMETER FAULTY, BROKEN, REPLACED OR ROLLED BACK? ☐ Yes ☒ No
IF YES, EXPLAIN: _____

IF DISTANCE TRAVELLED UNKNOWN, EXPLAIN: _____

DAILY RENTAL ☐ Yes ☒ No POLICE CRUISER ☐ Yes ☒ No ANTI-LOCK BRAKES INOPERABLE ☐ Yes ☒ No
FIRE DAMAGED ☐ Yes ☒ No EMERG. SERVICES VEHICLE ☐ Yes ☒ No AIR BAGS MISSING INOPERABLE ☐ Yes ☒ No
IMMERSED IN WATER ☐ Yes ☒ No TAXI OR LIMO ☐ Yes ☒ No POLLUTION CONTROL INOPERABLE ☐ Yes ☒ No
ANY BODY PANELS PAINTED OR REPLACED ☐ Yes ☒ No IF YES TO ANY, EXPLAIN: \$3479 03/15/15 03/05/21

FOR HYBRID/HI-TECH ELECTRIC VEHICLES:

WHERE HAS THE VEHICLE BEEN SERVICED? _____

HAVE ANY OF THE HYBRID COMPONENTS BEEN REPAIRED/REPLACED? ☐ Yes ☒ No IF YES, EXPLAIN: _____

IS THERE A MANUFACTURER'S EXTENDED WARRANTY ON THE HYBRID COMPONENTS? ☐ Yes ☒ No IF YES, EXPLAIN: _____

WARNING INDICATORS (Are any of the listed warning indicators illuminated):

BATTERY ☐ Yes ☒ No ENGINE ☐ Yes ☒ No BRAKING SYSTEM ☐ Yes ☒ No
AIR BAGS ☐ Yes ☒ No FUEL SYSTEM ☐ Yes ☒ No OTHER _____

EQUIPMENT:
POWER WINDOWS ☒ AIR BAGS ☐
POWER LOCKS ☐ ABS ☐
CRUISE CONTROL ☐ SUNROOF ☐
AIR CONDITIONING ☐
WHEELS (ALLOY) ☐
KEYLESS ENTRY ☐
CD/DVD ENTERTAINMENT CENTRE ☐
AUTO TRANSMISSION ☒ MANUAL TRANSMISSION ☐
LEATHER INTERIOR ☐ NAV. SYSTEM ☐

DOES VEHICLE REQUIRE REPAIRS TO:

ENGINE ☐ Yes ☒ No COMPUTER ☐ Yes ☒ No
SUSPENSION/SUBFRAME ☐ Yes ☒ No ELECTRICAL SYSTEM ☐ Yes ☒ No
TRANSMISSION ☐ Yes ☒ No AIR CONDITIONING ☐ Yes ☒ No
FUEL SYSTEM ☐ Yes ☒ No STRUCTURAL PARTS DAMAGED ☐ Yes ☒ No
POWER TRAIN ☐ Yes ☒ No ALTERED OR REPAIRED ☐ Yes ☒ No

ANY PREVIOUS DAMAGE REPAIRED EXCEEDING \$3,000? ☐ Yes ☒ No

HAVE THE MANUFACTURER'S BADGES OR DECALS BEEN CHANGED OR HAVE THE ORIGINAL PRODUCTION SPECIFICATIONS BEEN CHANGED? ☐ Yes ☒ No

ANY OTHER DISCLOSURES? _____

Other than disclosed herein:
1. I declare that my trade-in has not been accident damaged, nor was such information disclosed when purchased or leased.
2. My trade-in does not have any mechanical defects.

SIGNATURE OF REGISTERED OWNER, LESSEE OR BONA FIDE DRIVER: _____

INSPECTION AT APPRAISAL:

☐ ENGINE STARTS & RUNS
☐ TRANSMISSION FORWARD & REVERSE
☐ ENGINE LIGHT - ON THEN GOES OFF
☒ ANTI-LOCK BRAKES - ON THEN GOES OFF
☒ AIRBAGS - ON THEN GOES OFF
☐ AIR CONDITIONING OPERATING
☐ AWD / 4 WD OPERATING
☐ WINDSHIELD - NO CRACKS
☐ CD, CASSETTE, ENTERTAINMENT CENTRE

DISTANCE TRAVELLED AT APPRAISAL: _____

INSPECTION AT DELIVERY:

☐ ENGINE STARTS & RUNS
☐ TRANSMISSION FORWARD & REVERSE
☐ ENGINE LIGHT - ON THEN GOES OFF
☒ ANTI-LOCK BRAKES - ON THEN GOES OFF
☒ AIRBAGS - ON THEN GOES OFF
☐ AIR CONDITIONING OPERATING
☐ AWD / 4 WD OPERATING
☐ WINDSHIELD - NO CRACKS
☐ CD, CASSETTE, ENTERTAINMENT CENTRE

DISTANCE TRAVELLED AT DELIVERY: _____

REPAIRS REQUIRED:

☐ PAINT
☐ BRAKES
☐ TIRES
☐ ENGINE
☐ TRANSMISSION
☐ BODY WORK / DENTS
☐ GLASS
☐ OTHER _____

VALUE OF TRADE-IN: \$ _____

Please be advised that the trade-in value may be adjusted if the vehicle is not in the same condition at time of delivery.

Customer Initials RS

**926749 Ontario LTD O/A and hereinafter referred to as Clonsilla Auto Sales
Pre-Authorized Debit Agreement (PAD)**

I/We _____ authorize Clonsilla Auto Sales and the financial institution designated (or any other financial institution it may designate at any one time) to begin deductions or per my/its instructions for monthly regular payments and/or one time payments from that is that, for payment of all charges arising under my/our Clonsilla Auto Sales account(s).

Regular monthly payments of \$ _____ or for the full amount of services delivered will be debited from my/our specified account on the _____ day of each month. If the amount changes, we will provide 3 days written notice of the amount of each regular debit.

Payment Information

Name <u>Douglas Emerson</u>		
Street Address _____		
City _____	Province _____	Postal Code _____
Telephone _____	Email _____	
Type of Service: Personal <input type="checkbox"/> Business <input type="checkbox"/>		
To ensure the accuracy of our account information, please attach a void cheque or PAD form upon return of this document and complete the following financial information:		
Name of Financial Institution <u>Bank of Nova Scotia</u>		
Address of Financial Institution _____		

Douglas Emerson

Date 02/23

This authority is to remain in effect until Clonsilla Auto Sales receives written notice from you of its change or termination. This notification must be received at least 3 days before the next debit is scheduled at the address provided below. They may obtain a sample cancellation form, or more information on your right to cancel a PAD Agreement at any time, through the institution or by visiting www.fscmcc.ca.

926749 Ontario LTD O/A Clonsilla Auto Sales
829 Clonsilla Avenue
Peterborough, ON
K9J 5Y2
Tel: 705-742-6000
Email: clonsilla@compuserve.com

Clonsilla Auto Sales may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 3 days prior written notice to you.

You have certain consumer rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on your consumer rights, you may contact our financial institution or visit www.fscmcc.ca.

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

Addendum to lease with Douglas Emerson
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. DE

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, e-transfer 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 debit the account of the Lessee at the same interest rate as in the lease contract until the buy out is paid in full. DE

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 (e-transfer, 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 lease contract.

Print Name Douglas Emerson Signature Douglas W. Emerson Date Sept 21/27

Print Name _____ Signature _____ Date _____

Witness Name Restina Scoby Signature [Signature] Date Sept 21/23

PURCHASE AGREEMENT

RETAILER:

926749 Ontario Limited O/A
Clonsilla Auto Sales
809 Clonsilla Avenue
Peterborough, Ontario
K9J 5Y2

ASSIGNEE: (PURCHASER)

JAQSTAN CONSULTING INC.O/A
AutoLoans 4 You
71 Ortona Court
Concord, Ontario
L4K 3M2

Telephone: 1-705-742-6500

Telephone: 1-416-727-7707

THE ASSIGNEE agrees to purchase the following Vehicle and all additional equipment and other attachments and accessories to it (collectively "Vehicle" or "goods") from the Retailer on the following terms.

THE RETAILER intends to assign the Vehicle, The Lease Agreement of:
Name: FLORENCE P. SUNDAY

[REDACTED]
and all payments under it to Jaqstan Consulting Inc. O/A AutoLoans 4 You, its successors, and assigns, from the date this Agreement is assigned by the Retailer to JAQSTAN CONSULTING INC.O/A AutoLoans 4 You, the Assignee.

DESCRIPTION OF VEHICLE:

{The object of this Agreement}

PRE-OWNED

YEAR : 2016

MAKE & MODEL : NISSAN SENTRA

LICENCE NO : DAAY522

NO. OF CYLINDERS : 4

COLOUR : BLACK

VEHICLE IDENTIFICATION NUMBER ("VIN"): 3N1AB7AP1GL640284

COST DISCLOSURE:

a) Cash price

The Assignee agrees to purchase the above-described VEHICLE for Fifteen thousand, three hundred and seventeen dollars and sixty-six cents (\$15,317.66)

The Retailer represents and warrants that it is transferring its right, title, and interest in this Vehicle free and clear of all liens, prior claims, hypothecs, encumbrances, or other security interests created by or through the Retailer or any previous owner of the Vehicle.

- 1.01 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 1.02 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, personal legal representatives, and successors of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 30th Of November 2023.

Retailer: Name: CONSULTA Auto Sales 926749 GATHER LTD Title: PRESIDENT
(PLEASE PRINT) (PLEASE PRINT)

Signature: [Signature] Name: ANNE WANDERL
(PLEASE PRINT)

I Have the authority to bind the corporation.

WITNESS [Signature]
PAUL SHAPIRO

Assignee: Name: AMT LOANS 4 YOU
(PLEASE PRINT)


Title: PRESIDENT
(PLEASE PRINT)

Signature: 

Name: JACQUE RABINOWITZ
(PLEASE PRINT)

I Have the authority to bind the corporation.

WITNESS


PAUL SHAPIRO

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Florence Sunday

Lease Contract Submitted For Payment

Lease Vehicle Description:

2016 Nissan Sentra VIN: 3N1AB7AP1GL640284 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$15,317.66** in consecutive monthly installments of **\$357.01** each on the 1st day of every month commencing December 1, 2023, and including the final payment date of August 1, 2029.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of 17.9% per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL



Ontario PPSA Registration



VERIFICATION



Document Details

Registration Date: 29 NOV 2023
Expiry Date: 29 NOV 2024
Registration Number: 20231129 1352 1793 6073
File Number: 500773644

Transaction ID: 005-963-779



General

Reference Number: CLON3361
Registration Period (Years): 1

Caution Filing: Yes
Perform a Post Search: Yes
Register Immediately: Yes



Business Debtor

926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
809 CLONSILLA AVENUE
PETERBOROUGH ON K9J5Y2



Individual Debtor

FLORENCE P SUNDAY



Secured Party

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2



Collateral Classification

Consumer Goods: Yes Inventory: Yes Equipment: No Accounts: Yes Other: Yes
Motor Vehicle Included: Yes
Principal Amount: \$15,318.00 No Fixed Date of Maturity



Serial Numbered Collateral

2016 NISSAN SENTRA 3N1AB7AP1GL640284 MV



General Collateral

CLON3361-LEASE DATED SEP 7, 2023-72 MONTH TERM



Registering Agent

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2

Drafted by JACQUIE RABINOWITZ - JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU



30 November 2023

Attention: To Whom It May Concern

NEXTGEAR CAPITAL CORPORATION, NO LONGER HAS INTEREST IN THE FOLLOWING VEHICLE REGISTERED AGAINST:

Clonsilla Auto Sales and Leasing

YEAR	MAKE	MODEL	SERIAL #/ VIN
2016	Nissan	Sentra	3N1AB7AP1GL640284

Thank you,

Angela Turner

Sr. Customer Care Specialist

p: 888.969.3721 | f: 877.874.0721

11799 N College Ave, Carmel, IN 46032, USA
P: (888) 969-3721
F: (877) 874-0721

autoloans2022@gmail.com

From: maryanne@clonsillaaautosales.com
Sent: November 30, 2023 11:33 AM
To: naturewoman148@yahoo.ca
Cc: autoloans2022@gmail.com; 'Hugh Waddell'
Subject: FW: Lease Payments for 2016 Nissan Sentra

Sorry Florence – I forgot to change the subject line to your car.... We definitely know your lease is for the 2016 Sentra...

Have a great day !!

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

From: maryanne@clonsillaaautosales.com <maryanne@clonsillaaautosales.com>
Sent: Thursday, November 30, 2023 11:25 AM
To: naturewoman148@yahoo.ca
Cc: autoloans2022@gmail.com; 'Hugh Waddell' <hugh@clonsillaaautosales.com>
Subject: FW: Lease Payments for 2014 Hyundai Elantra

Good Morning Florence:

Due to a change in the structure of the lender for your lease – we need to make some changes to the way your current lease payment is being submitted.

Going forward instead of an automated debit from your account – we are asking that you send your payment directly to the lender via e-transfer.

It will follow the same schedule you currently have so you will send the e-transfer starting Dec 31, 2023, for monthly payment of \$357.01 and the last day of every month from there on out.

Please send the e-transfer to autoloans2022@gmail.com.

If you have any questions or concerns, please do not hesitate to call.

Thank you,

Maryanne Jacobs
maryanne@clonsillaaautosales.com
809 Clonsilla Avenue

Clonsilla Auto Sales

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

134783554RT
3361
Velocity ID: 1200

Lessee Agreement & Disclosure Statement

Day	Month	Year
7	9	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: FLORENCE P SUNDAY	Home Phone:	Business Phone:	Email:
Address:	City:	Province:	Postal Code:
Drivers License No:		Jurisdiction:	Expiry Date:

VEHICLE INFORMATION

YEAR: 2016	MAKE: NISSAN	MODEL: SENTRA	TRIM LEVEL: SV	COLOUR: BLACK	STOCK #: 4495
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VIN: 3N1AB7AP1GL640284	Distance Travelled (kms): 116060	Distance Unknown True distance is likely to be higher. Last odometer reading: null Actual distance travelled may be substantially higher than odometer reading	New Used [] [X]	Daily Rental No
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Manufacturer participates in Canadian Motor Vehicle Arbitration? No	See CAMVAP statement on reverse side. (not all vehicles qualify)	LEASE DISCLOSURE	MFR's Warranty Service Date:	Delivered with Safety? No
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INSURANCE INFORMATION		VEHICLE LEASE VALUE \$15,692.00	CAPITALIZED COST \$15,692.00	ANNUAL PERCENT RATE 17.9%	IMPLICIT FINANCE CHARGE \$10,013.15	LEASE PAYMENT PER MONTH \$357.01	TOTAL COST OF LEASE \$25,705.15	TOTAL PAYMENT PER MONTH \$357.01	HST / PMT \$0.00	ADMIN FEE PER PMT \$0.00	TOTAL NUMBER OF MONTHS 72.00	EACH PAYMENT IS DUE ON THE _____ OF EACH MONTH.
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Name of Insurance Company:	Policy No:	Expiry Date:	Insurance Agent & Phone #:	Details of Delivery:	Delivery Date: 2023-09-07
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VEHICLE TO BE TRADED IN		Vehicle Disclosure Statement Attached: Yes [] No []	
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Year:	Make:	Model:	Vehicle Value 19,995.00
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Trim:	Colour:	VIN:	Freight 0.00
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Kilometers:	HST Registration #:	Extended Warranty 1,999.00
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Is there a lien against this vehicle? No	Amount:	Rustproof 299.00
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Lien holder:	Amount:	GAP Insurance 0.00
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PRIVACY STATEMENT		Trade-In Allowance -0.00
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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.		Down Payment -7,200.00
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COMMENTS		Theft & Road 599.00
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Identify any items, inducements, or specific repairs included in the lease price and indicate retail value of items or inducements.		Lease Value 15,692.00
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Lessee Signature: <i>Florence Sunday</i>		Taxes 0.00
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Co-Signer's Name: _____		Capitalized Cost 15,692.00
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Co-Signer's Signature: _____		License 59.00
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Authorized Lessor's Signature: _____		OMVIC 10.00
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SALES PERSON'S SIGNATURE		DOCFFEE 675.25
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SALES PERSON'S NAME: Rastislav Scasny	REGISTRATION NO: 5354279	PPSA Registration 55.75
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SALES PERSON'S SIGNATURE: _____	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.	HST on Down Payment 0.00
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LESSEE'S ACCEPTANCE	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.	Deposit 200.00
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LESSEE'S SIGNATURE: <i>Florence Sunday</i>	CO-SIGNER (if any): _____	First Payment 357.01
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DEALER REGISTRATION NO: 4082426	NAME OF OFFICIAL (print): H Waddell	Balance Due On Delivery 8,157.01
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ACCEPTANCE NO: 1844514	TITLE: Manager	
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DATE: Sept 7/23	ACCEPTOR'S SIGNATURE: _____	
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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.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

FLORENCE P SUNDAY

VIN: 3N1AB7AP1GL640284
2016 NISSAN SENTRA

Payment Schedule

Capital: \$15,692.00	Interest Rate: 17.9%	Begin Payment Date: 2023-09-07
Total Interest: \$10,013.15	Term: 72 monthly	Final Payment Date: Aug 7, 2029
Total Paid: \$25,705.15	Payment: \$357.01	Final Payment: 357.44

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
1	Sep 7, 2023	\$357.01	\$122.94	\$234.07	\$0.00	\$357.01	\$15,569.06
2	Oct 7, 2023	\$357.01	\$124.77	\$232.24	\$0.00	\$357.01	\$15,444.29
3	Nov 7, 2023	\$357.01	\$126.63	\$230.38	\$0.00	\$357.01	\$15,317.66
4	Dec 7, 2023	\$357.01	\$128.52	\$228.49	\$0.00	\$357.01	\$15,189.14
5	Jan 7, 2024	\$357.01	\$130.44	\$226.57	\$0.00	\$357.01	\$15,058.70
6	Feb 7, 2024	\$357.01	\$132.38	\$224.63	\$0.00	\$357.01	\$14,926.31
7	Mar 7, 2024	\$357.01	\$134.36	\$222.65	\$0.00	\$357.01	\$14,791.95
8	Apr 7, 2024	\$357.01	\$136.36	\$220.65	\$0.00	\$357.01	\$14,655.59
9	May 7, 2024	\$357.01	\$138.40	\$218.61	\$0.00	\$357.01	\$14,517.19
10	Jun 7, 2024	\$357.01	\$140.46	\$216.55	\$0.00	\$357.01	\$14,376.73
11	Jul 7, 2024	\$357.01	\$142.56	\$214.45	\$0.00	\$357.01	\$14,234.17
12	Aug 7, 2024	\$357.01	\$144.68	\$212.33	\$0.00	\$357.01	\$14,089.49
13	Sep 7, 2024	\$357.01	\$146.84	\$210.17	\$0.00	\$357.01	\$13,942.65
14	Oct 7, 2024	\$357.01	\$149.03	\$207.98	\$0.00	\$357.01	\$13,793.62
15	Nov 7, 2024	\$357.01	\$151.26	\$205.75	\$0.00	\$357.01	\$13,642.36
16	Dec 7, 2024	\$357.01	\$153.51	\$203.50	\$0.00	\$357.01	\$13,488.85
17	Jan 7, 2025	\$357.01	\$155.80	\$201.21	\$0.00	\$357.01	\$13,333.05
18	Feb 7, 2025	\$357.01	\$158.13	\$198.88	\$0.00	\$357.01	\$13,174.92
19	Mar 7, 2025	\$357.01	\$160.48	\$196.53	\$0.00	\$357.01	\$13,014.44
20	Apr 7, 2025	\$357.01	\$162.88	\$194.13	\$0.00	\$357.01	\$12,851.56
21	May 7, 2025	\$357.01	\$165.31	\$191.70	\$0.00	\$357.01	\$12,686.25
22	Jun 7, 2025	\$357.01	\$167.77	\$189.24	\$0.00	\$357.01	\$12,518.48
23	Jul 7, 2025	\$357.01	\$170.28	\$186.73	\$0.00	\$357.01	\$12,348.20
24	Aug 7, 2025	\$357.01	\$172.82	\$184.19	\$0.00	\$357.01	\$12,175.39
25	Sep 7, 2025	\$357.01	\$175.39	\$181.62	\$0.00	\$357.01	\$12,000.00
26	Oct 7, 2025	\$357.01	\$178.01	\$179.00	\$0.00	\$357.01	\$11,821.99
27	Nov 7, 2025	\$357.01	\$180.67	\$176.34	\$0.00	\$357.01	\$11,641.32
28	Dec 7, 2025	\$357.01	\$183.36	\$173.65	\$0.00	\$357.01	\$11,457.96
29	Jan 7, 2026	\$357.01	\$186.10	\$170.91	\$0.00	\$357.01	\$11,271.86
30	Feb 7, 2026	\$357.01	\$188.87	\$168.14	\$0.00	\$357.01	\$11,082.99
31	Mar 7, 2026	\$357.01	\$191.69	\$165.32	\$0.00	\$357.01	\$10,891.30
32	Apr 7, 2026	\$357.01	\$194.55	\$162.46	\$0.00	\$357.01	\$10,696.76
33	May 7, 2026	\$357.01	\$197.45	\$159.56	\$0.00	\$357.01	\$10,499.31
34	Jun 7, 2026	\$357.01	\$200.40	\$156.61	\$0.00	\$357.01	\$10,298.91

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
35	Jul 7, 2026	\$357.01	\$203.38	\$153.63	\$0.00	\$357.01	\$10,095.53
36	Aug 7, 2026	\$357.01	\$206.42	\$150.59	\$0.00	\$357.01	\$9,889.11
37	Sep 7, 2026	\$357.01	\$209.50	\$147.51	\$0.00	\$357.01	\$9,679.61
38	Oct 7, 2026	\$357.01	\$212.62	\$144.39	\$0.00	\$357.01	\$9,466.99
39	Nov 7, 2026	\$357.01	\$215.79	\$141.22	\$0.00	\$357.01	\$9,251.19
40	Dec 7, 2026	\$357.01	\$219.01	\$138.00	\$0.00	\$357.01	\$9,032.18
41	Jan 7, 2027	\$357.01	\$222.28	\$134.73	\$0.00	\$357.01	\$8,809.90
42	Feb 7, 2027	\$357.01	\$225.60	\$131.41	\$0.00	\$357.01	\$8,584.30
43	Mar 7, 2027	\$357.01	\$228.96	\$128.05	\$0.00	\$357.01	\$8,355.34
44	Apr 7, 2027	\$357.01	\$232.38	\$124.63	\$0.00	\$357.01	\$8,122.97
45	May 7, 2027	\$357.01	\$235.84	\$121.17	\$0.00	\$357.01	\$7,887.13
46	Jun 7, 2027	\$357.01	\$239.36	\$117.65	\$0.00	\$357.01	\$7,647.77
47	Jul 7, 2027	\$357.01	\$242.93	\$114.08	\$0.00	\$357.01	\$7,404.83
48	Aug 7, 2027	\$357.01	\$246.55	\$110.46	\$0.00	\$357.01	\$7,158.28
49	Sep 7, 2027	\$357.01	\$250.23	\$106.78	\$0.00	\$357.01	\$6,908.05
50	Oct 7, 2027	\$357.01	\$253.96	\$103.05	\$0.00	\$357.01	\$6,654.08
51	Nov 7, 2027	\$357.01	\$257.75	\$99.26	\$0.00	\$357.01	\$6,396.33
52	Dec 7, 2027	\$357.01	\$261.60	\$95.41	\$0.00	\$357.01	\$6,134.73
53	Jan 7, 2028	\$357.01	\$265.50	\$91.51	\$0.00	\$357.01	\$5,869.23
54	Feb 7, 2028	\$357.01	\$269.46	\$87.55	\$0.00	\$357.01	\$5,599.77
55	Mar 7, 2028	\$357.01	\$273.48	\$83.53	\$0.00	\$357.01	\$5,326.29
56	Apr 7, 2028	\$357.01	\$277.56	\$79.45	\$0.00	\$357.01	\$5,048.73
57	May 7, 2028	\$357.01	\$281.70	\$75.31	\$0.00	\$357.01	\$4,767.03
58	Jun 7, 2028	\$357.01	\$285.90	\$71.11	\$0.00	\$357.01	\$4,481.13
59	Jul 7, 2028	\$357.01	\$290.17	\$66.84	\$0.00	\$357.01	\$4,190.96
60	Aug 7, 2028	\$357.01	\$294.49	\$62.52	\$0.00	\$357.01	\$3,896.47
61	Sep 7, 2028	\$357.01	\$298.89	\$58.12	\$0.00	\$357.01	\$3,597.58
62	Oct 7, 2028	\$357.01	\$303.35	\$53.66	\$0.00	\$357.01	\$3,294.23
63	Nov 7, 2028	\$357.01	\$307.87	\$49.14	\$0.00	\$357.01	\$2,986.36
64	Dec 7, 2028	\$357.01	\$312.46	\$44.55	\$0.00	\$357.01	\$2,673.90
65	Jan 7, 2029	\$357.01	\$317.12	\$39.89	\$0.00	\$357.01	\$2,356.78
66	Feb 7, 2029	\$357.01	\$321.85	\$35.16	\$0.00	\$357.01	\$2,034.92
67	Mar 7, 2029	\$357.01	\$326.66	\$30.35	\$0.00	\$357.01	\$1,708.26
68	Apr 7, 2029	\$357.01	\$331.53	\$25.48	\$0.00	\$357.01	\$1,376.74
69	May 7, 2029	\$357.01	\$336.47	\$20.54	\$0.00	\$357.01	\$1,040.26
70	Jun 7, 2029	\$357.01	\$341.49	\$15.52	\$0.00	\$357.01	\$698.77
71	Jul 7, 2029	\$357.01	\$346.59	\$10.42	\$0.00	\$357.01	\$352.18
72	Aug 7, 2029	\$357.44	\$352.18	\$5.25	\$0.00	\$357.44	\$0.00



CERTIFICATE OF INSURANCE

Ontario Automobile Policy (Owners Form)

NAMED INSURED: Florence Sunday
POLICY TERM: September 12, 2023 to June 2, 2024
INSURER: Intact Insurance Company
POLICY NUMBER: [REDACTED]

Standard Endorsements:

5

Insured Vehicle:

Year	Make	Model	VIN
2016	Nissan	Sentra	3N1AB7AP1GL640284

Third Party Liability:

Bodily Injury	Property Damage
\$1,000,000	\$1,000,000

Deductibles:

Collision	Comprehensive
\$500.00	\$500.00
All Perils	Direct Compensation Property Damage
N/A	N/A

This is to certify that the Policy of Insurance listed herein has been issued to the above named Insured and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all of the terms, conditions and exclusions of this Policy.

Should this policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail written notice of cancellation to the below named Certificate Holder.

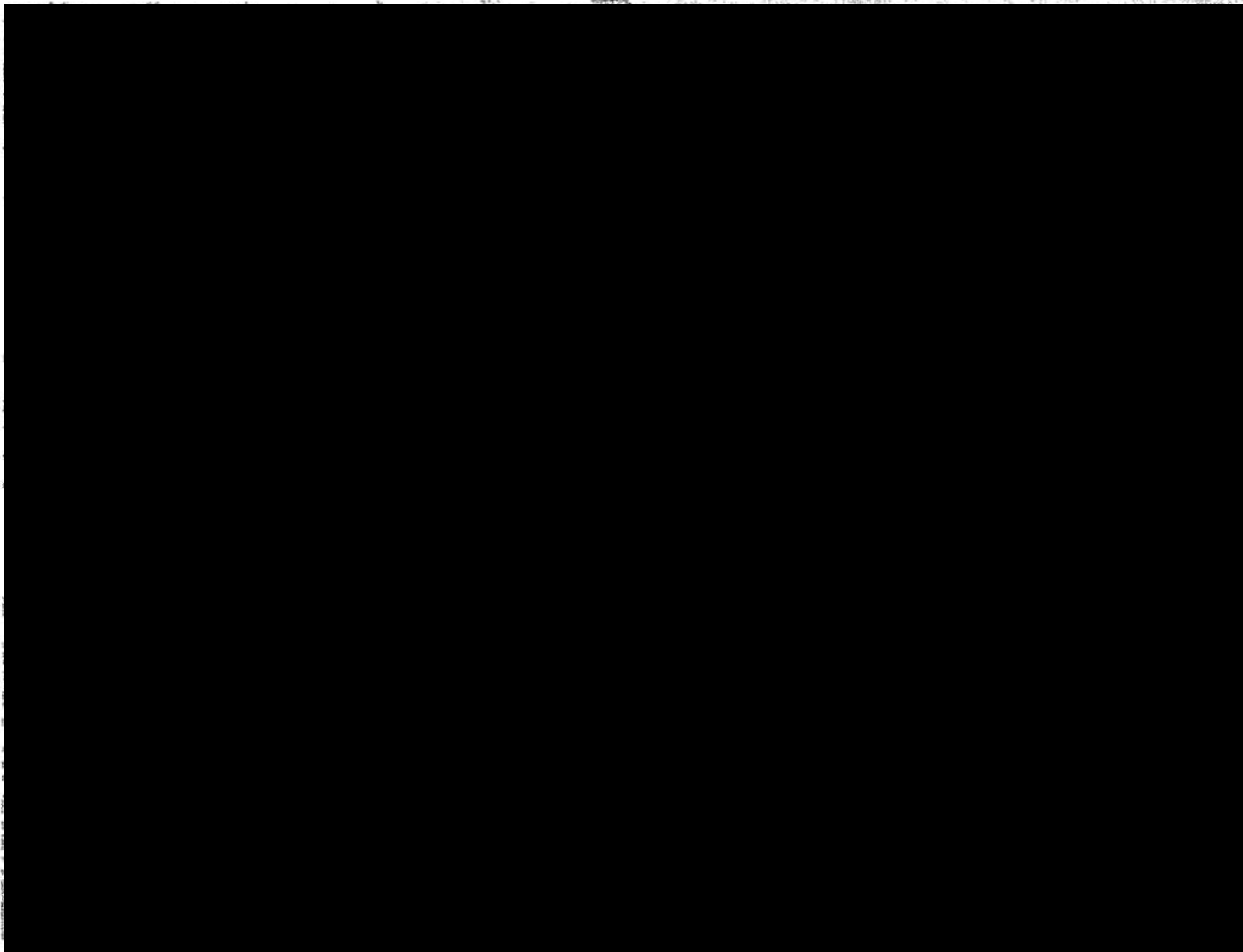
LESSOR

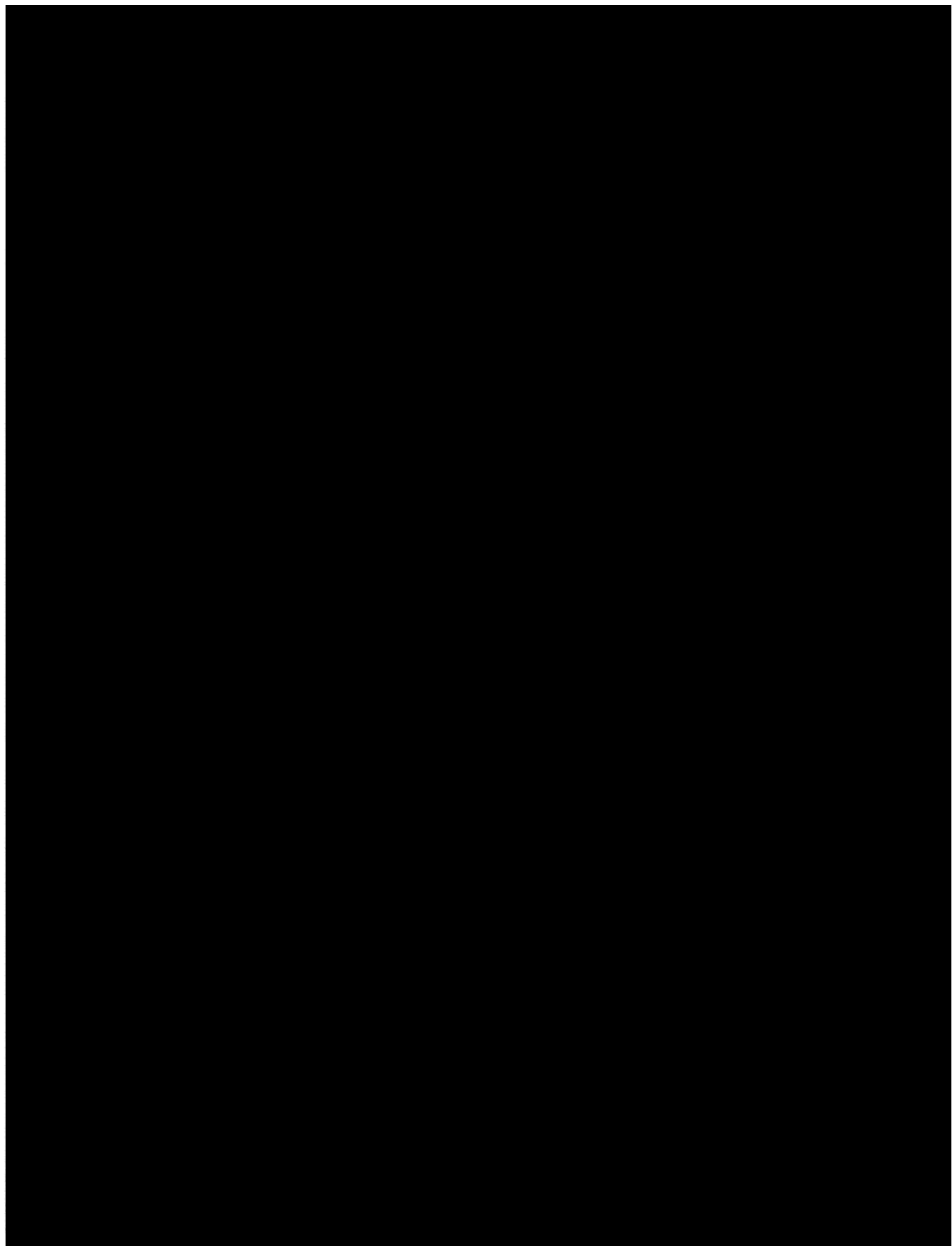
Clonsilla Auto Sales
809 Clonsilla Ave
Peterborough, ON K9J 5Y2

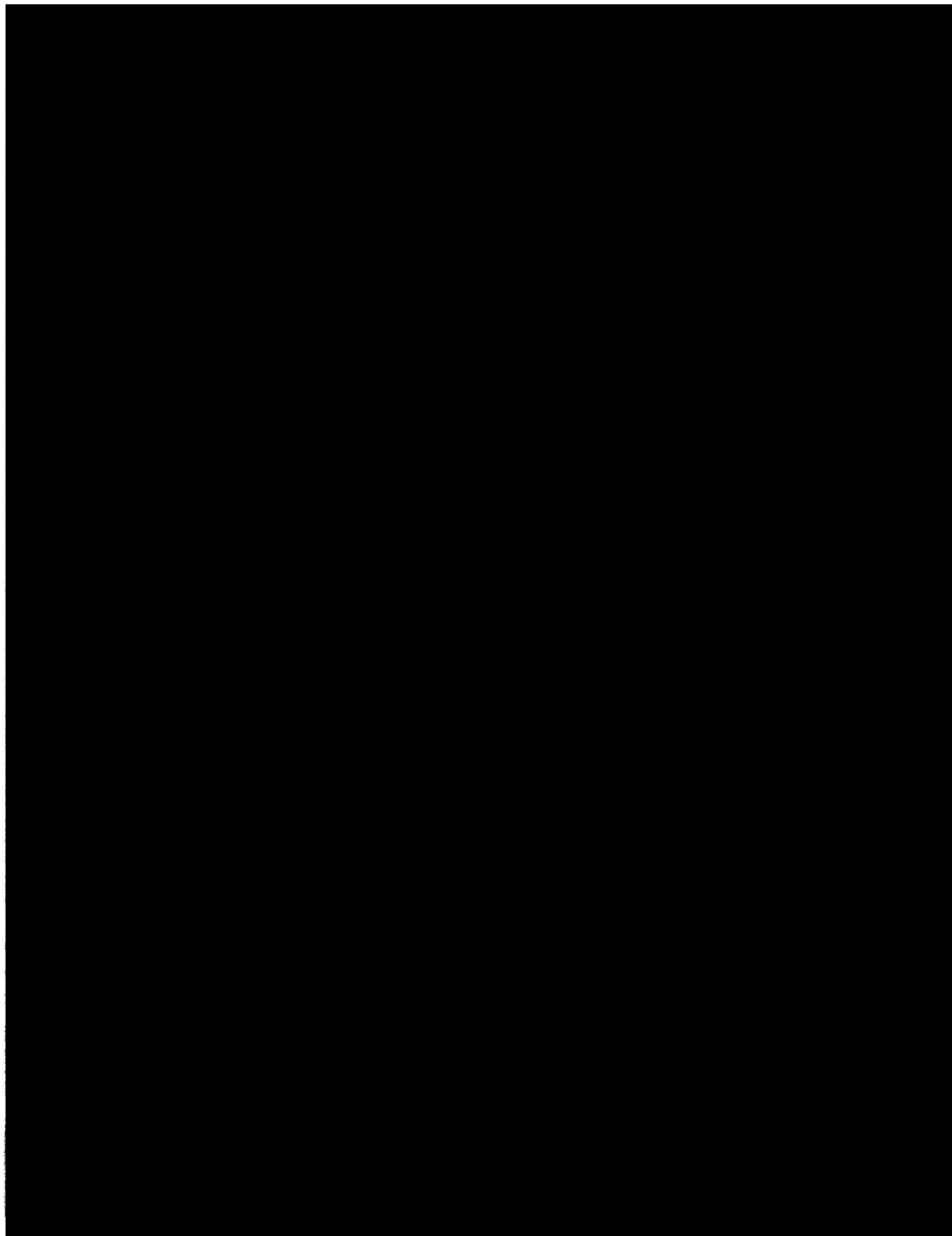
Signed on behalf of the Insurer shown above

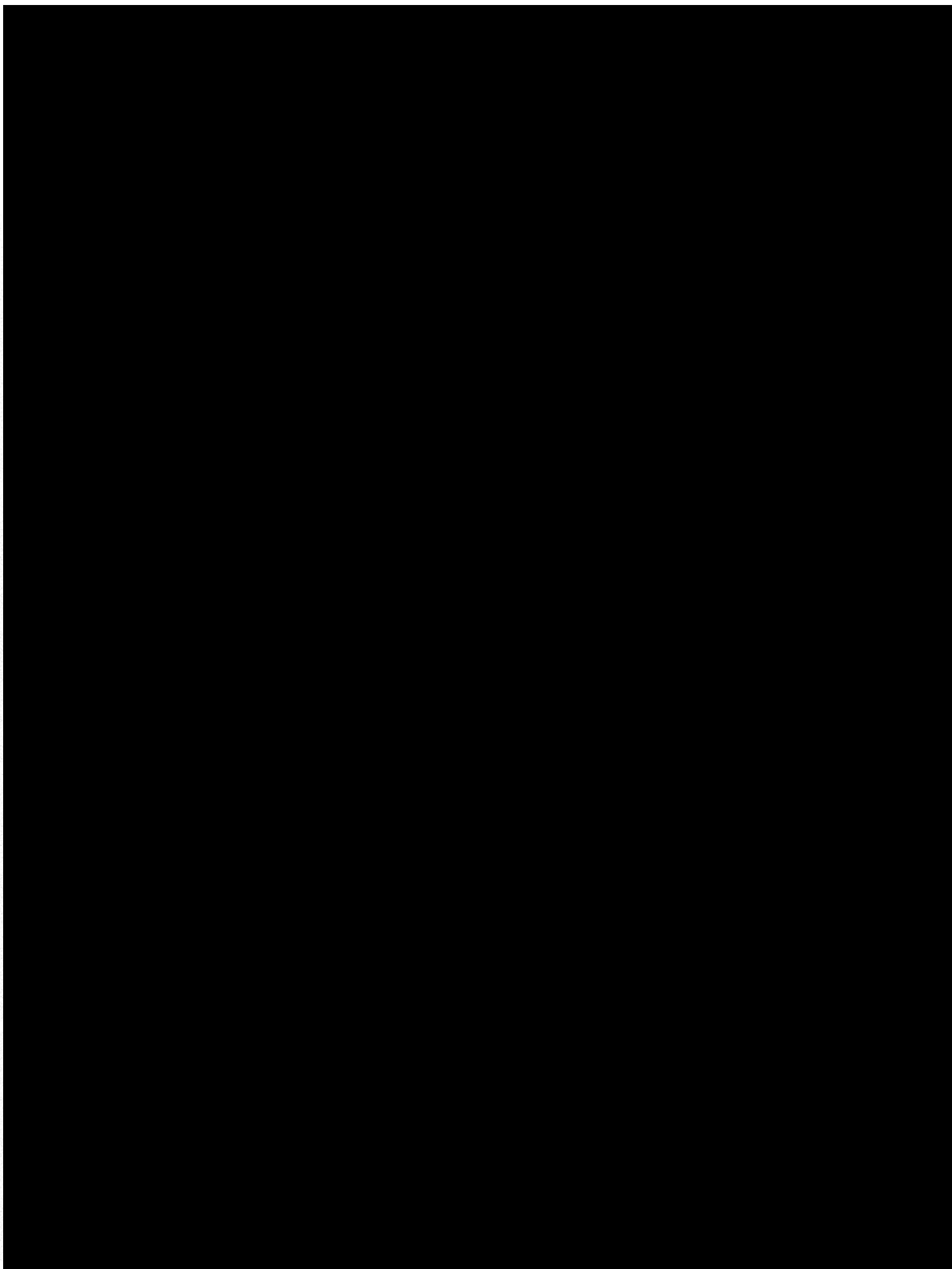
Per: Authorized Representative
KRGinsure (Peterborough)
A Division of RRJ Insurance Group Ltd.

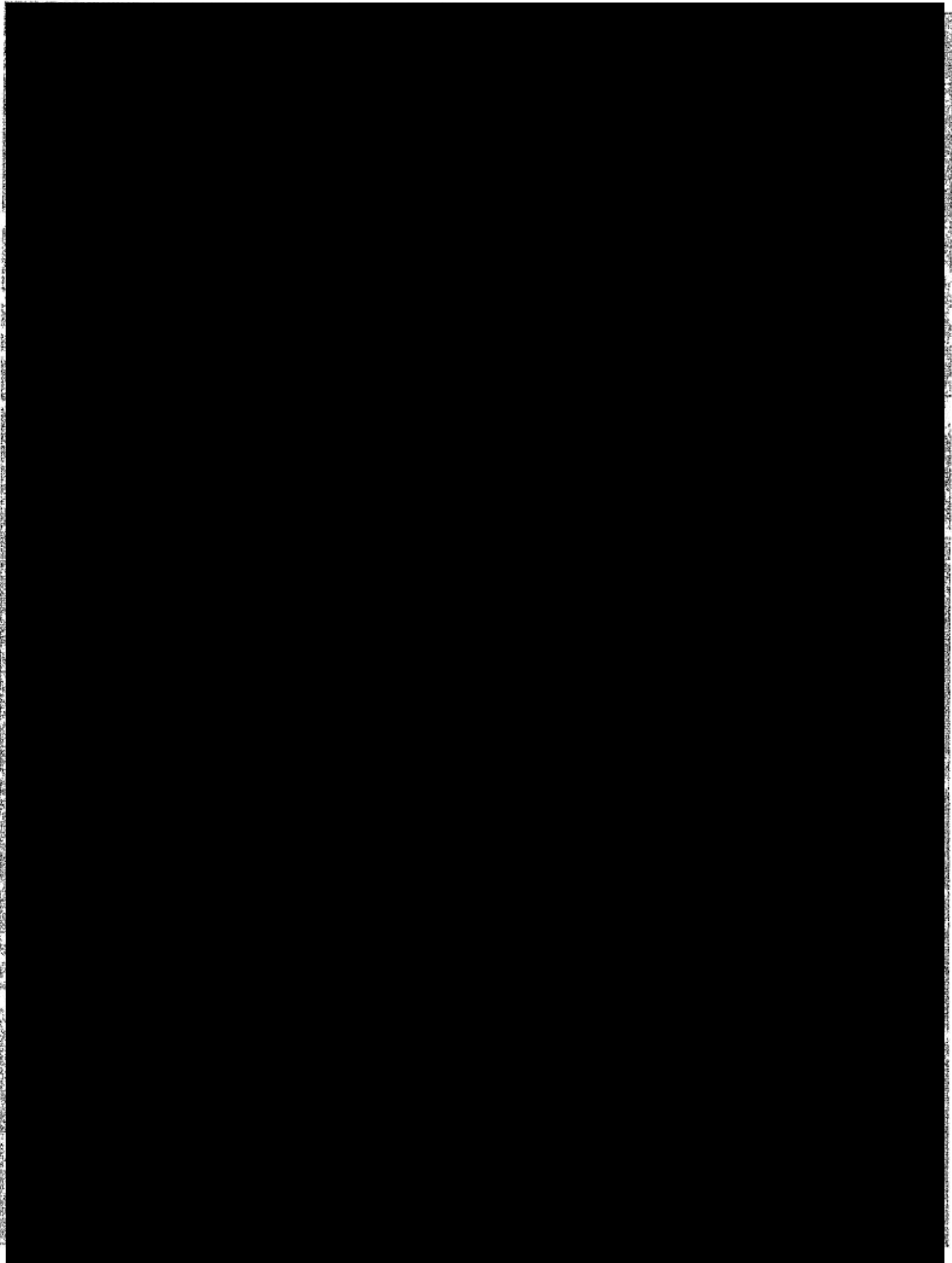
PETERBOROUGH OFFICE
185 KING ST. SUITE 501
PETERBOROUGH, ON K9J 2R8
705-742-3481 • 888-886-6667

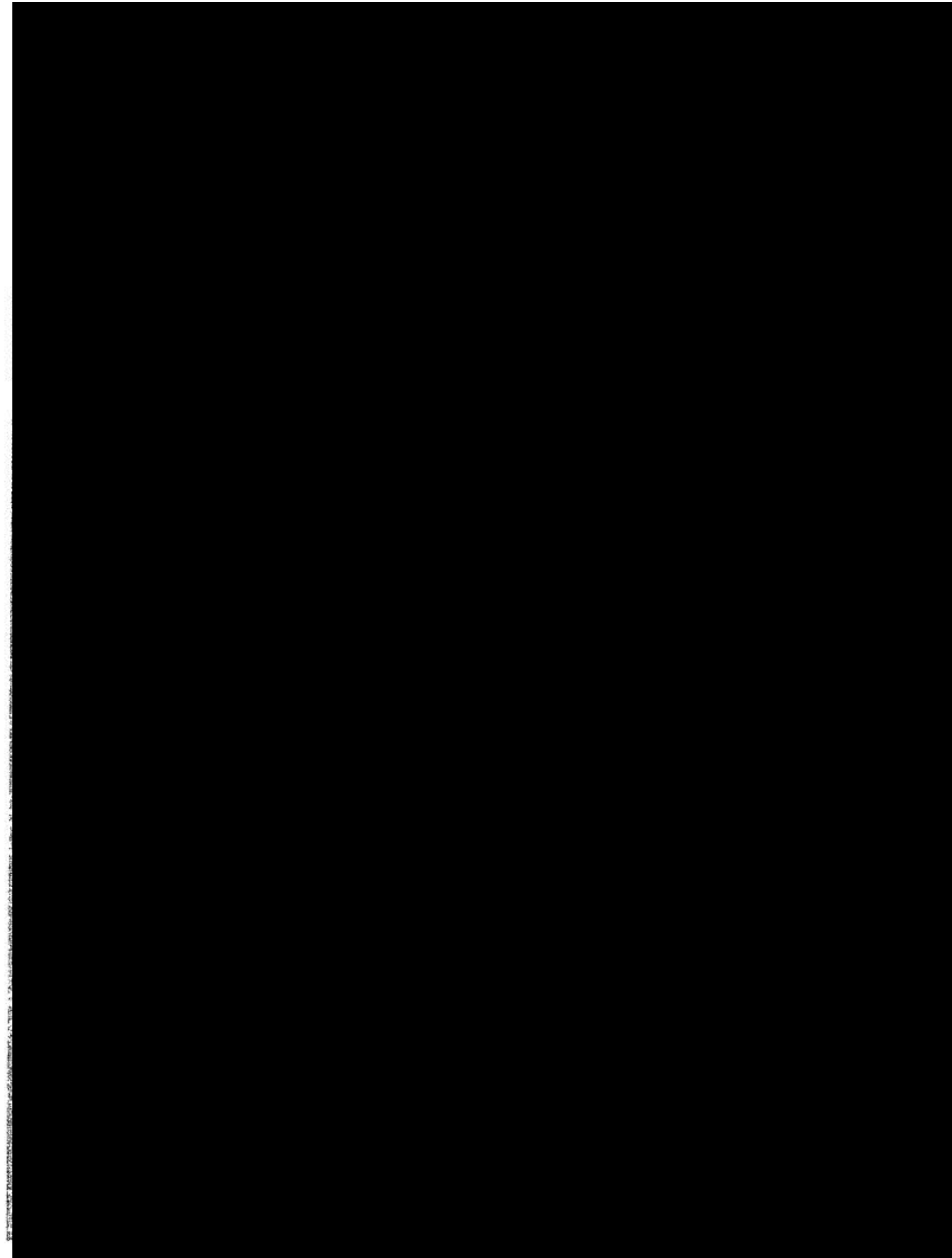


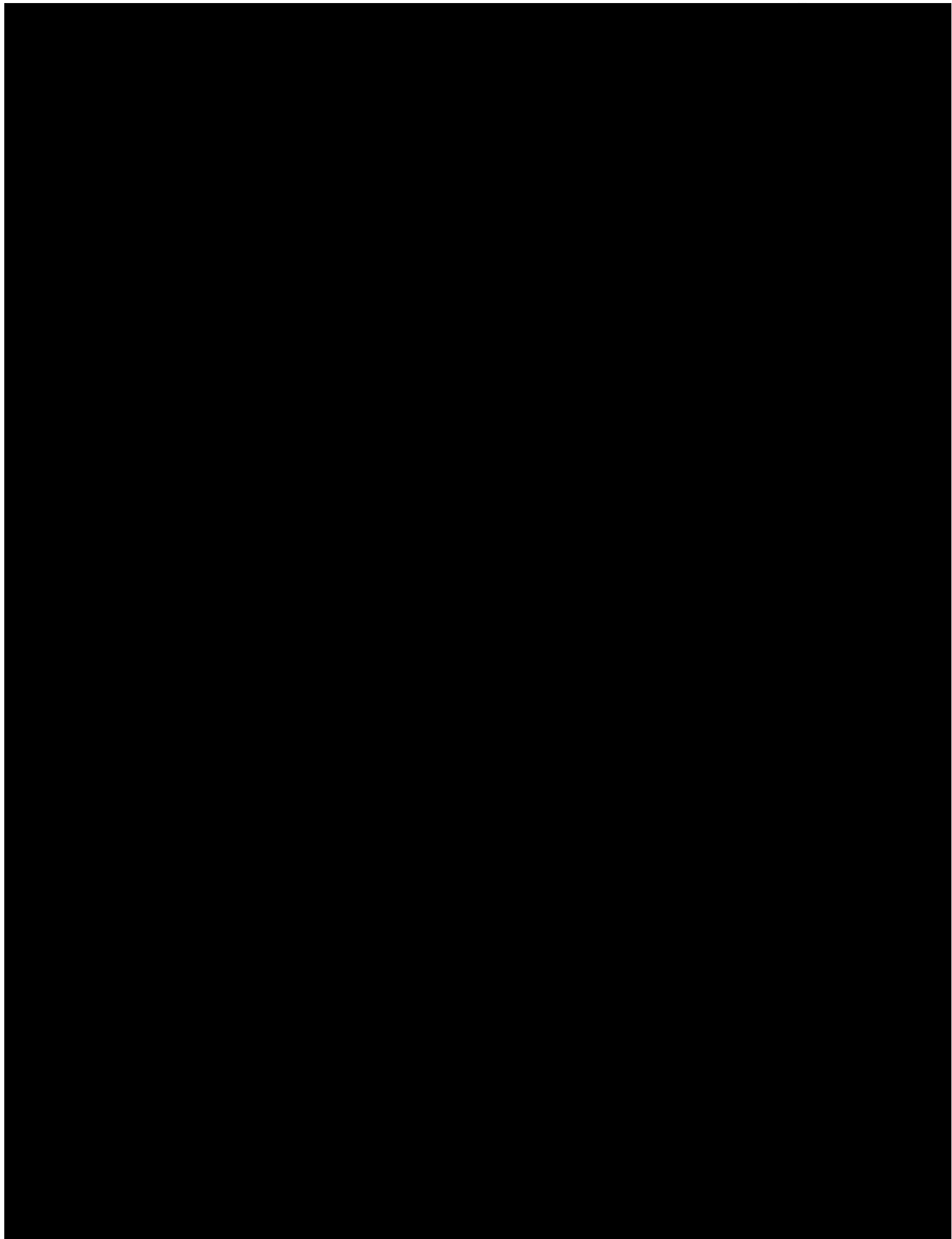












926749 Ontario LTD O/A and hereinafter referred to as Clonsilla Auto Sales
Pre-Authorized Debit Agreement (PAD)

I/We _____ authorize Clonsilla Auto Sales and the financial institution designated (or any other financial institution it may authorize at any one time) to begin deductions as per my/our instructions for monthly regular recurring payments and/or one time payments from time to time, for payment of all charges arising under my/our Clonsilla Auto Sales account(s).

Regular monthly payments of \$_____ or for the full amount of services delivered will be debited from my/our specified account on the _____ day of each month. If the amount changes, we will provide 3 days written notice of the amount of each regular debit.

Payment Information

Name <u>Florence Sunday</u>		
Street Address _____		
City _____	Province _____	Postal Code _____
Telephone _____	Email _____	
Type of Service	Personal	Business
To ensure the accuracy of our account information, please attach a void cheque or PAP form upon return of this document and complete the following financial information.		
Name of Financial Institution _____		
Address of Financial Institution _____		

Authorized Signature Florence Sunday Date Sept 7/23

This authority is to remain in effect until Clonsilla Auto Sales receives written notice from me/us of its change or termination. This notification must be received at Least 3 days before the next debit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca

926749 Ontario LTD O/A Clonsilla Auto Sales
809 Clonsilla Avenue
Peterborough, ON
K9J 5Y2
Tel: 705-742-6500
Email: clonsillaautosales@cogeco.net

Clonsilla Auto Sales may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 3 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD* Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact our financial institution or visit www.cdnpay.ca.

UCDA CUSTOMER INFORMATION, APPRAISAL & DISCLOSURE FOR TRADE-IN VEHICLES

APPRaisal DATE: Sept 12/23 STOCK NO: _____
 APPRAISED BY: R Scasly

SHADED GREEN AREA MANDATORY AS PER MVDA 2010
www.ucdashsearches.com
☐ UCDA Lien Searches ☐ CARFAX™ CANADA
☐ Auto Check™ ☐ Ontario History Search

LAST NAME _____ FIRST NAME _____
 ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 HOME PHONE _____ BUS. PHONE _____ CELL PHONE _____ EMAIL _____

VIN # 3N1AB7AP16K640284 YEAR 2016 MAKE Nissan MODEL Sentra TRIM LEVEL SV COLOUR Blk # OF CYL 4

☒ GAS ☐ DIESEL ☐ HYBRID/ELECTRIC REGISTRATION VIEWED ☒ Yes ☐ No ACCIDENT BRAND N/A
 ORIGINAL OWNER ☐ Yes ☒ No PURCHASED FROM: Dealer
 VIN CHECKED (Dash & Door) ☒ Yes ☐ No HAS VEHICLE EVER BEEN DECLARED A TOTAL LOSS BY AN INSURER ☐ Yes ☒ No
 ORIGINAL MFR. VIN PLATE ☒ Yes ☐ No THEFT RECOVERY ☐ Yes ☒ No
 REGISTERED LIEN ☐ Yes ☒ No MANUFACTURER'S WARRANTY CANCELLED ☐ Yes ☒ No

ODOMETER (Expect # at time of Appraisal) 116060 IS ODOMETER FAULTY, BROKEN, REPLACED OR ROLLED BACK? ☐ Yes ☒ No
 IF YES, EXPLAIN: _____

IF DISTANCE TRAVELLED UNKNOWN, EXPLAIN: _____
 DAILY RENTAL ☐ Yes ☒ No POLICE CRUISER ☐ Yes ☒ No ANTI-LOCK BRAKES INOPERABLE ☐ Yes ☒ N/A
 FIRE DAMAGED ☐ Yes ☒ No EMERG. SERVICES VEHICLE ☐ Yes ☒ No AIR BAGS MISSING INOPERABLE ☐ Yes ☒ N/A
 IMMERSED IN WATER ☐ Yes ☒ No TAXI OR LIMO ☐ Yes ☒ No POLLUTION CONTROL INOPERABLE ☐ Yes ☒ N/A
 ANY BODY PANELS PAINTED OR REPLACED ☐ Yes ☒ No IF YES TO ANY, EXPLAIN: _____

FOR HYBRID/HI-TECH ELECTRIC VEHICLES:
 WHERE HAS THE VEHICLE BEEN SERVICED? _____
 HAVE ANY OF THE HYBRID COMPONENTS BEEN REPAIRED/REPLACED? ☐ Yes ☒ No IF YES, EXPLAIN: _____
 IS THERE A MANUFACTURER'S EXTENDED WARRANTY ON THE HYBRID COMPONENTS? ☐ Yes ☒ No IF YES, EXPLAIN: _____
 WARNING INDICATORS (Are any of the listed warning indicators illuminated):
 BATTERY ☐ Yes ☒ No ENGINE ☐ Yes ☒ No BRAKING SYSTEM ☐ Yes ☒ No
 AIR BAGS ☐ Yes ☒ No FUEL SYSTEM ☐ Yes ☒ No OTHER _____

EQUIPMENT:
 POWER WINDOWS ☒ AIR BAGS ☒ AIR CONDITIONING ☐ CD/DVD ENTERTAINMENT CENTRE ☐
 POWER LOCKS ☒ ABS ☐ WHEELS (ALLOY) ☐ AUTO TRANSMISSION ☒ MANUAL TRANSMISSION ☐
 CRUISE CONTROL ☒ SUNROOF ☐ KEYLESS ENTRY ☐ LEATHER INTERIOR ☐ NAV SYSTEM ☐

DOES VEHICLE REQUIRE REPAIRS TO:
 ENGINE ☐ Yes ☒ No COMPUTER ☐ Yes ☒ No
 SUSPENSION/SUBFRAME ☐ Yes ☒ No ELECTRICAL SYSTEM ☐ Yes ☒ No
 TRANSMISSION ☐ Yes ☒ No AIR CONDITIONING ☐ Yes ☒ No
 FUEL SYSTEM ☐ Yes ☒ No STRUCTURAL PARTS DAMAGED ☐ Yes ☒ No
 POWER TRAIN ☐ Yes ☒ No ALTERED OR REPAIRED ☐ Yes ☒ No
 ANY PREVIOUS DAMAGE REPAIRED EXCEEDING \$3,000? ☐ Yes ☒ No
 HAVE THE MANUFACTURER'S BADGES OR DECALS BEEN CHANGED OR HAVE THE ORIGINAL PRODUCTION SPECIFICATIONS BEEN CHANGED? ☐ Yes ☒ No
 ANY OTHER DISCLOSURES? _____

Other than disclosed herein:
 1. I declare that my trade-in has not been accident damaged, nor was such information disclosed when purchased or leased.
 2. My trade-in does not have any mechanical defects.
 SIGNATURE OF REGISTERED OWNER, LESSEE OR BONA FIDE DRIVER: _____

INSPECTION AT APPRAISAL:	INSPECTION AT DELIVERY:	REPAIRS REQUIRED:
<input type="checkbox"/> ENGINE STARTS & RUNS	<input type="checkbox"/> ENGINE STARTS & RUNS	<input type="checkbox"/> PAINT
<input type="checkbox"/> TRANSMISSION FORWARD & REVERSE	<input type="checkbox"/> TRANSMISSION FORWARD & REVERSE	<input type="checkbox"/> BRAKES
<input type="checkbox"/> ENGINE LIGHT - ON THEN GOES OFF	<input type="checkbox"/> ENGINE LIGHT - ON THEN GOES OFF	<input type="checkbox"/> TIRES
<input checked="" type="checkbox"/> ANTI-LOCK BRAKES - ON THEN GOES OFF	<input checked="" type="checkbox"/> ANTI-LOCK BRAKES - ON THEN GOES OFF	<input type="checkbox"/> ENGINE
<input checked="" type="checkbox"/> AIRBAGS - ON THEN GOES OFF	<input checked="" type="checkbox"/> AIRBAGS - ON THEN GOES OFF	<input type="checkbox"/> TRANSMISSION
<input type="checkbox"/> AIR CONDITIONING OPERATING	<input type="checkbox"/> AIR CONDITIONING OPERATING	<input type="checkbox"/> BODY WORK / DENTS
<input type="checkbox"/> AWD / 4 WD OPERATING	<input type="checkbox"/> AWD / 4 WD OPERATING	<input type="checkbox"/> GLASS
<input type="checkbox"/> WINDSHIELD - NO CRACKS	<input type="checkbox"/> WINDSHIELD - NO CRACKS	<input type="checkbox"/> OTHER
<input type="checkbox"/> CD, CASSETTE, ENTERTAINMENT CENTRE	<input type="checkbox"/> CD, CASSETTE, ENTERTAINMENT CENTRE	
DISTANCE TRAVELLED AT APPRAISAL: _____	DISTANCE TRAVELLED AT DELIVERY: _____	VALUE OF TRADE-IN: \$ _____

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

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

Florence Sunday

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. FS

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, e-transfer 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 debit the account of the Lessee at the same interest rate as in the lease contract until the buy out is paid in full. FS

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 (e-transfer, 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 lease contract

Print Name Florence Sunday Signature Florence Sunday Date Sept 12/23

Print Name _____ Signature _____ Date _____

Witness Name Pastislav Seashy Signature [Signature] Date Sept 12/23

PURCHASE AGREEMENT

RETAILER:

926749 Ontario Limited O/A
Clonsilla Auto Sales
809 Clonsilla Avenue
Peterborough, Ontario
K9J 5Y2

ASSIGNEE: (PURCHASER)

JAQSTAN CONSULTING INC.O/A
AutoLoans 4 You
71 Ortona Court
Concord, Ontario
L4K 3M2

Telephone: 1-705-742-6500

Telephone: 1-416-727-7707

THE ASSIGNEE agrees to purchase the following Vehicle and all additional equipment and other attachments and accessories to it (collectively "Vehicle" or "goods") from the Retailer on the following terms.

THE RETAILER intends to assign the Vehicle, The Lease Agreement of:

Name: TANYA M. JACOBS & LIONEL DUANE JACOBS

Address: [REDACTED]

and all payments under it to Jaqstan Consulting Inc. O/A AutoLoans 4 You, its successors, and assigns, from the date this Agreement is assigned by the Retailer to JAQSTAN CONSULTING INC.O/A AutoLoans 4 You, the Assignee.

DESCRIPTION OF VEHICLE:

(The object of this Agreement)

PRE-OWNED

YEAR : 2014

MAKE & MODEL : JEEP CHEROKEE TRAILHAWK

BODYTYPE : SUV

LICENCE NO : CZCH021

NO. OF CYLINDERS: 6

COLOUR : BLACK

VEHICLE IDENTIFICATION NUMBER ("VIN"): 1C4PJMBS3EW187045

COST DISCLOSURE:

a) Cash price

The Assignee agrees to purchase the above-described VEHICLE for Twenty-four thousand, eight hundred and fifty dollars and forty-two cents (\$24,850.42)

The Retailer represents and warrants that it is transferring its right, title, and interest in this Vehicle free and clear of all liens, prior claims, hypothecs, encumbrances, or other security interests created by or through the Retailer or any previous owner of the Vehicle.

- 1.01 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 1.02 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, personal legal representatives, and successors of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 30th Of November 2023.

CERILIA AUTO SALES 926 749 ONTARIO INC.
Retailer: Name: 46A WARDILL Title: PRESIDENT
(PLEASE PRINT) (PLEASE PRINT)

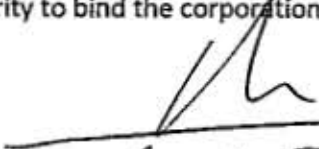
Signature: 

Name: RUTH WARDILL

(PLEASE PRINT)

I Have the authority to bind the corporation.

WITNESS


RUTH SHAPIRO

Assignee: Name: AUTOLOANS 4 YOU
(PLEASE PRINT)

Title: PRESIDENT
(PLEASE PRINT)

Signature: 

Name: JACQUE ROBNOWITZ
(PLEASE PRINT)

I Have the authority to bind the corporation.

WITNESS 
RAYK SHAPIRO

AUTOLOANS 4 YOU
71 ONTARIO COURT
CONCORD, ON L4K3M2

Date: November 30, 2023

Lessee Name: Tanya M. Jacobs & Lioral Duane Jacobs

Lease Contract Submitted For Payment:

Lease Vehicle Description:

2014 Jeep Cherokee Trailhawk VIN: 1C4PNCB53GW187041 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU the principal sum of \$24,856.42 in consecutive monthly installments of \$593.34 each on the 1st day of every month commencing December 1, 2023, and including the final payment date of June 1, 2026.

On which date the balance of said principal sum shall be paid together with interest on the principal amount outstanding from time to time from the date thereof payable monthly on said dates before as well as after default, maturity and payment at the nominal rate of 18% per annum. Upon default or payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principal sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivable will be assigned to AUTOLOANS 4 YOU and all vehicle ownership will be surrendered forthwith.

925740 ONTARIO LTD. C/O ELONILLA AUTO SALES

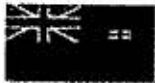
Per: 

HUGH WADDELL

I have the authority to bind the Corporation

Guarantor: 

HUGH WADDELL

**Ontario PPSA Registration**

VERIFICATION



Document Details

Registration Date: 29 NOV 2023
Expiry Date: 29 NOV 2024
Registration Number: 20231129 1415 1793 6076
File Number: 500774373

Transaction ID: **005-963-941**



General

Reference Number: CLON3331
Registration Period (Years): 1

Caution Filing: **Yes**
Perform a Post Search: **Yes**
Register Immediately: **Yes**



Business Debtor

926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
809 CLONSILLA AVENUE
PETERBOROUGH ON K9J5Y2



Individual Debtor

TANYA M JACOBS [REDACTED]

LIONEL D JACOBS [REDACTED]



Secured Party

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2



Collateral Classification

Consumer Goods: **Yes** Inventory: **Yes** Equipment: **No** Accounts: **Yes** Other: **Yes**
Motor Vehicle Included: **Yes**
Principal Amount: **\$24,850.00** No Fixed Date of Maturity



Serial Numbered Collateral

2014 JEEP CHEROKEE TRAILHAWK 1C4PJMB53EW187045 MV



General Collateral

CLON3331-LEASE AGREEMENT DATED JUL 17, 2023-FULL TERM 72 MONTHS



Registering Agent

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR

11/29/23, 2:18 PM

Ontario PPSA Registration

CONCORD ON L4K3M2

Drafted by JACQUIE RABINOWITZ - JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU



30 November 2023

Attention: To Whom It May Concern

NEXTGEAR CAPITAL CORPORATION, NO LONGER HAS INTEREST IN THE FOLLOWING VEHICLE REGISTERED AGAINST:

Clonsilla Auto Sales and Leasing

YEAR	MAKE	MODEL	SERIAL #/ VIN
2014	Jeep	Cherokee	1C4PJMBS3EW187045

Thank you,

Angela Turner

Sr. Customer Care Specialist

p: 888.969.3721 | f: 877.874.0721

11799 N College Ave, Carmel, IN 46032, USA

P: (888) 969-3721

F: (877) 874-0721

autoloans2022@gmail.com

From: maryanne@clonsillaautosales.com
Sent: November 30, 2023 10:55 AM
To: tanyajacobs@hotmail.ca
Cc: autoloans2022@gmail.com; 'Hugh Waddell'
Subject: FW: Lease Payments for 2014 Jeep Grand Cherokee

Good Morning Tanya:

Due to a change in the structure of the lender for your lease – we need to make some changes to the way your current lease payment is being submitted.

Going forward instead of an automated debit from your account – we are asking that you send your payment directly to the lender via e-transfer.

It will follow the same schedule you currently have so you will send the e-transfer starting Dec 1, 2023, for your biweekly payment of \$272.56 and every two weeks from there on out.

Please send the e-transfer to autoloans2022@gmail.com.

If you have any questions or concerns, please do not hesitate to call.

Thank you,

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

Clonsilla Auto Sales

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

134783554RT

3331

Velocity ID: 1170

LEASE PURCHASE & Disclosure Statement

Day	Month	Year
18	7	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:
TANYA M JACOBS and LIONEL DUANE JACOBS			

VEHICLE INFORMATION

YEAR:	MAKE:	MODEL:	TRIM LEVEL:	COLOR:	STOCK #:
2014	JEEP	CHEROKEE	TRAILHAWK	BLACK	

VIN:	Distance Traveled (kms):	Distance Unknown	New Used	Delivered with Safety?
1C4PJMB3E1W187045	166966	True distance is likely to be higher. Last odometer reading null. Actual distance traveled may be substantially higher than odometer reading.	<input checked="" type="checkbox"/> <input type="checkbox"/>	No

Manufacturer participates in Canadian Motor Vehicle Arbitration?	No	See CAMVAP statement on reverse side (not all vehicles qualify)
--	----	---

INSURANCE INFORMATION:	
Name of Insurance Company:	
Policy No.:	Expiry Date:
Insurance Agent & Phone #:	

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:

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.	

LEASE DISCLOSURE

VEHICLE LEASE VALUE	\$25,892.00
CAPITALIZED COST	\$25,892.00
ANNUAL PERCENT RATE	18%
IMPLICIT FINANCE CHARGE	\$16,626.79
LEASE PAYMENT PER MONTH	\$590.54
TOTAL COST OF LEASE	\$42,518.79
TOTAL PAYMENT PER MONTH	\$590.54
HST / PMT	\$0.00
ADMIN FEE PER PMT	\$0.00
TOTAL NUMBER OF MONTHS	72.00
EACH PAYMENT IS DUE ON THE	OF EACH MONTH.

Payments to be made by Pre-Authorized Payment, Credit Card or Certified Funds

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 \$2589. 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 kilometer charge, plus applicable taxes.

Lessee Signature: *Tanya Jacobs*

Co-Signer's Name: LIONEL DUANE JACOBS

Co-Signer's Signature: *Lionel Jacobs*

(Co-Signer acknowledges full responsibility for the term of this lease in the event of default by the Lessee)

Authorized Lessor's Signature: *[Signature]*

MSRA Warranty Service Date:	Delivered with Safety?
	Yes

Details of Delivery:	Delivery Date:
	2023-07-18

Vehicle Disclosure Statement Attached?
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

LEASE TERMS

Vehicle Value	22,995.00
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 & Roadside	599.00
Lease Value	25,892.00
Taxes	0.00
Capitalized Cost	25,892.00
License	59.00
OMVIC	10.00
DOC/FEE	875.25
PPSA Registration	55.75
HST on Down Payment	0.00
Deposit	-0.00
First Payment	590.54
Balance Due On Delivery	1,590.54

SALESPERSON SIGNATURE

SALESPERSON'S NAME:	REGISTRATION NO:
Rastislav Scany	5354279

SALESPERSON'S SIGNATURE:
<i>[Signature]</i>

LESSOR ACCEPTANCE

DEALER REGISTRATION NO:	NAME OF OFFICIAL (Print):
4082425	H. Wackell

ACCEPTANCE NO:	TITLE:
184514	Manager

DATE:	ACCEPTOR'S SIGNATURE:
10/18/23	<i>[Signature]</i>

LESSEE'S ACCEPTANCE

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.

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.

Lessee's Signature: *Tanya Jacobs* Co-Signer (if any): *[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

TANYA M. JACOBS

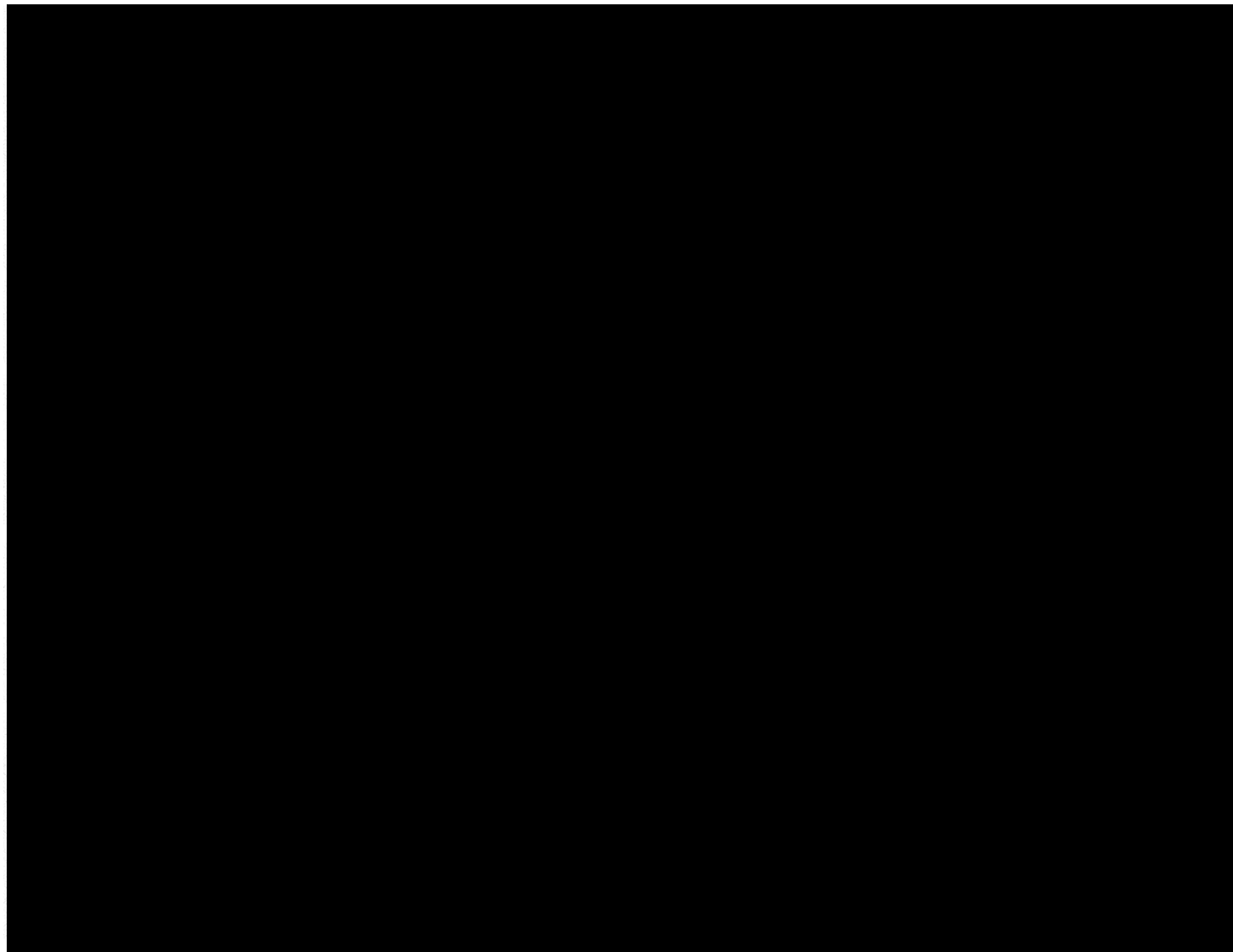
VIN: 1C4PJMB53EW187045
2014 JEEP CHEROKEE

Payment Schedule

Capital: \$25,892.00	Interest Rate: 18%	Begin Payment Date: 2023-07-18
Total Interest: \$16,626.79	Term: 72 monthly	Final Payment Date: Jun 18, 2029
Total Paid: \$42,518.79	Payment: \$590.54	Final Payment: 590.45

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
1	Jul 18, 2023	\$590.54	\$202.16	\$388.38	\$0.00	\$590.54	\$25,689.84
2	Aug 18, 2023	\$590.54	\$205.19	\$385.35	\$0.00	\$590.54	\$25,484.65
3	Sep 18, 2023	\$590.54	\$208.27	\$382.27	\$0.00	\$590.54	\$25,276.38
4	Oct 18, 2023	\$590.54	\$211.39	\$379.15	\$0.00	\$590.54	\$25,064.98
5	Nov 18, 2023	\$590.54	\$214.57	\$375.97	\$0.00	\$590.54	\$24,850.42
6	Dec 18, 2023	\$590.54	\$217.78	\$372.76	\$0.00	\$590.54	\$24,632.63
7	Jan 18, 2024	\$590.54	\$221.05	\$369.49	\$0.00	\$590.54	\$24,411.58
8	Feb 18, 2024	\$590.54	\$224.37	\$366.17	\$0.00	\$590.54	\$24,187.22
9	Mar 18, 2024	\$590.54	\$227.73	\$362.81	\$0.00	\$590.54	\$23,959.49
10	Apr 18, 2024	\$590.54	\$231.15	\$359.39	\$0.00	\$590.54	\$23,728.34
11	May 18, 2024	\$590.54	\$234.61	\$355.93	\$0.00	\$590.54	\$23,493.72
12	Jun 18, 2024	\$590.54	\$238.13	\$352.41	\$0.00	\$590.54	\$23,255.59
13	Jul 18, 2024	\$590.54	\$241.71	\$348.83	\$0.00	\$590.54	\$23,013.88
14	Aug 18, 2024	\$590.54	\$245.33	\$345.21	\$0.00	\$590.54	\$22,768.55
15	Sep 18, 2024	\$590.54	\$249.01	\$341.53	\$0.00	\$590.54	\$22,519.54
16	Oct 18, 2024	\$590.54	\$252.75	\$337.79	\$0.00	\$590.54	\$22,266.79
17	Nov 18, 2024	\$590.54	\$256.54	\$334.00	\$0.00	\$590.54	\$22,010.25
18	Dec 18, 2024	\$590.54	\$260.39	\$330.15	\$0.00	\$590.54	\$21,749.87
19	Jan 18, 2025	\$590.54	\$264.29	\$326.25	\$0.00	\$590.54	\$21,485.58
20	Feb 18, 2025	\$590.54	\$268.26	\$322.28	\$0.00	\$590.54	\$21,217.32
21	Mar 18, 2025	\$590.54	\$272.28	\$318.26	\$0.00	\$590.54	\$20,945.04
22	Apr 18, 2025	\$590.54	\$276.36	\$314.18	\$0.00	\$590.54	\$20,668.67
23	May 18, 2025	\$590.54	\$280.51	\$310.03	\$0.00	\$590.54	\$20,388.16
24	Jun 18, 2025	\$590.54	\$284.72	\$305.82	\$0.00	\$590.54	\$20,103.45
25	Jul 18, 2025	\$590.54	\$288.99	\$301.55	\$0.00	\$590.54	\$19,814.46
26	Aug 18, 2025	\$590.54	\$293.32	\$297.22	\$0.00	\$590.54	\$19,521.14
27	Sep 18, 2025	\$590.54	\$297.72	\$292.82	\$0.00	\$590.54	\$19,223.41
28	Oct 18, 2025	\$590.54	\$302.19	\$288.35	\$0.00	\$590.54	\$18,921.22
29	Nov 18, 2025	\$590.54	\$306.72	\$283.82	\$0.00	\$590.54	\$18,614.50
30	Dec 18, 2025	\$590.54	\$311.32	\$279.22	\$0.00	\$590.54	\$18,303.18
31	Jan 18, 2026	\$590.54	\$315.99	\$274.55	\$0.00	\$590.54	\$17,987.19
32	Feb 18, 2026	\$590.54	\$320.73	\$269.81	\$0.00	\$590.54	\$17,666.46
33	Mar 18, 2026	\$590.54	\$325.54	\$265.00	\$0.00	\$590.54	\$17,340.91
34	Apr 18, 2026	\$590.54	\$330.43	\$260.11	\$0.00	\$590.54	\$17,010.49

Period	Date	Payment	Principal	Interest	Admin Fee	Total Payment	Balance
35	May 18, 2026	\$590.54	\$335.38	\$255.16	\$0.00	\$590.54	\$16,675.10
36	Jun 18, 2026	\$590.54	\$340.41	\$250.13	\$0.00	\$590.54	\$16,334.69
37	Jul 18, 2026	\$590.54	\$345.52	\$245.02	\$0.00	\$590.54	\$15,989.17
38	Aug 18, 2026	\$590.54	\$350.70	\$239.84	\$0.00	\$590.54	\$15,638.47
39	Sep 18, 2026	\$590.54	\$355.96	\$234.58	\$0.00	\$590.54	\$15,282.50
40	Oct 18, 2026	\$590.54	\$361.30	\$229.24	\$0.00	\$590.54	\$14,921.20
41	Nov 18, 2026	\$590.54	\$366.72	\$223.82	\$0.00	\$590.54	\$14,554.48
42	Dec 18, 2026	\$590.54	\$372.22	\$218.32	\$0.00	\$590.54	\$14,182.26
43	Jan 18, 2027	\$590.54	\$377.81	\$212.73	\$0.00	\$590.54	\$13,804.45
44	Feb 18, 2027	\$590.54	\$383.47	\$207.07	\$0.00	\$590.54	\$13,420.98
45	Mar 18, 2027	\$590.54	\$389.23	\$201.31	\$0.00	\$590.54	\$13,031.75
46	Apr 18, 2027	\$590.54	\$395.06	\$195.48	\$0.00	\$590.54	\$12,636.69
47	May 18, 2027	\$590.54	\$400.99	\$189.55	\$0.00	\$590.54	\$12,235.70
48	Jun 18, 2027	\$590.54	\$407.00	\$183.54	\$0.00	\$590.54	\$11,828.70
49	Jul 18, 2027	\$590.54	\$413.11	\$177.43	\$0.00	\$590.54	\$11,415.59
50	Aug 18, 2027	\$590.54	\$419.31	\$171.23	\$0.00	\$590.54	\$10,996.28
51	Sep 18, 2027	\$590.54	\$425.60	\$164.94	\$0.00	\$590.54	\$10,570.68
52	Oct 18, 2027	\$590.54	\$431.98	\$158.56	\$0.00	\$590.54	\$10,138.70
53	Nov 18, 2027	\$590.54	\$438.46	\$152.08	\$0.00	\$590.54	\$9,700.24
54	Dec 18, 2027	\$590.54	\$445.04	\$145.50	\$0.00	\$590.54	\$9,255.21
55	Jan 18, 2028	\$590.54	\$451.71	\$138.83	\$0.00	\$590.54	\$8,803.50
56	Feb 18, 2028	\$590.54	\$458.49	\$132.05	\$0.00	\$590.54	\$8,345.01
57	Mar 18, 2028	\$590.54	\$465.36	\$125.18	\$0.00	\$590.54	\$7,879.64
58	Apr 18, 2028	\$590.54	\$472.35	\$118.19	\$0.00	\$590.54	\$7,407.30
59	May 18, 2028	\$590.54	\$479.43	\$111.11	\$0.00	\$590.54	\$6,927.87
60	Jun 18, 2028	\$590.54	\$486.62	\$103.92	\$0.00	\$590.54	\$6,441.25
61	Jul 18, 2028	\$590.54	\$493.92	\$96.62	\$0.00	\$590.54	\$5,947.32
62	Aug 18, 2028	\$590.54	\$501.33	\$89.21	\$0.00	\$590.54	\$5,445.99
63	Sep 18, 2028	\$590.54	\$508.85	\$81.69	\$0.00	\$590.54	\$4,937.14
64	Oct 18, 2028	\$590.54	\$516.48	\$74.06	\$0.00	\$590.54	\$4,420.66
65	Nov 18, 2028	\$590.54	\$524.23	\$66.31	\$0.00	\$590.54	\$3,896.43
66	Dec 18, 2028	\$590.54	\$532.09	\$58.45	\$0.00	\$590.54	\$3,364.34
67	Jan 18, 2029	\$590.54	\$540.07	\$50.47	\$0.00	\$590.54	\$2,824.26
68	Feb 18, 2029	\$590.54	\$548.18	\$42.36	\$0.00	\$590.54	\$2,276.09
69	Mar 18, 2029	\$590.54	\$556.40	\$34.14	\$0.00	\$590.54	\$1,719.69
70	Apr 18, 2029	\$590.54	\$564.74	\$25.80	\$0.00	\$590.54	\$1,154.94
71	May 18, 2029	\$590.54	\$573.22	\$17.32	\$0.00	\$590.54	\$581.73
72	Jun 18, 2029	\$590.45	\$581.73	\$8.73	\$0.00	\$590.45	\$0.00





ALLEN INSURANCE GROUP

We'll take care of you.™

45 Dominion Street, Box 189
Warkworth, Ontario K0K 3K0
Tel: (705)-924-2632
Fax: (705)-924-3385
Toll Free: 1-877-924-2632

CONFIRMATION OF COVERAGE

Name Insured: Lionel & Tanya Jacobs

Lessor: Clonsilla Auto Sales
809 Clonsilla Ave
Peterborough, ON
K9J 5Y2

Insurance Company: Economical Mutual Insurance Company	Policy #: [REDACTED]
Effective Date: 2023/07/27	Expiry Date: 2024/03/14
Description of vehicle: 2014 Jeep Cherokee TrailHawk	
Serial Number: [REDACTED]	

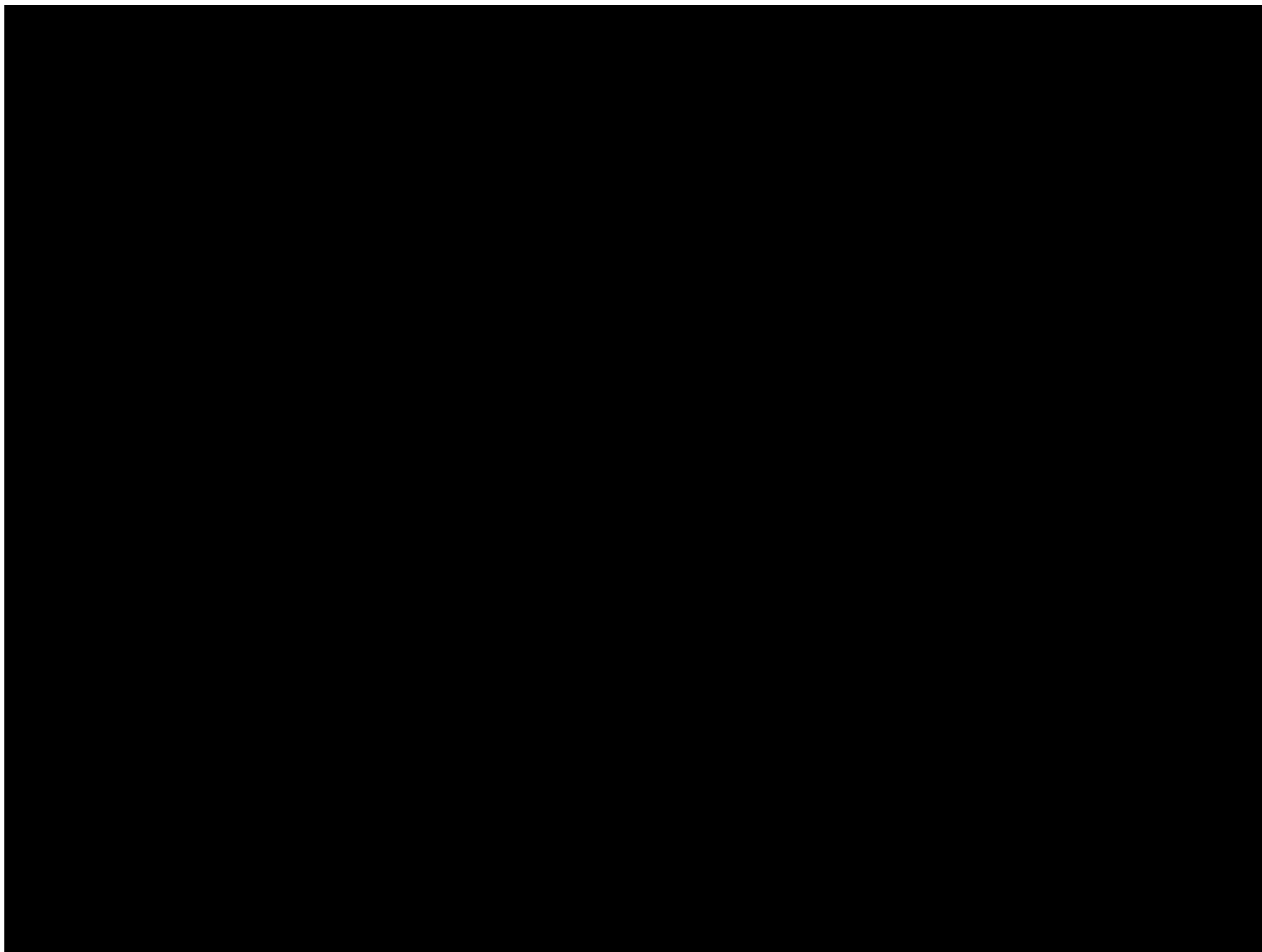
Coverage	
Third party liability Limit	\$2,000,000
All perils deductible	\$500
OPCF's	5, 20, 27, 44

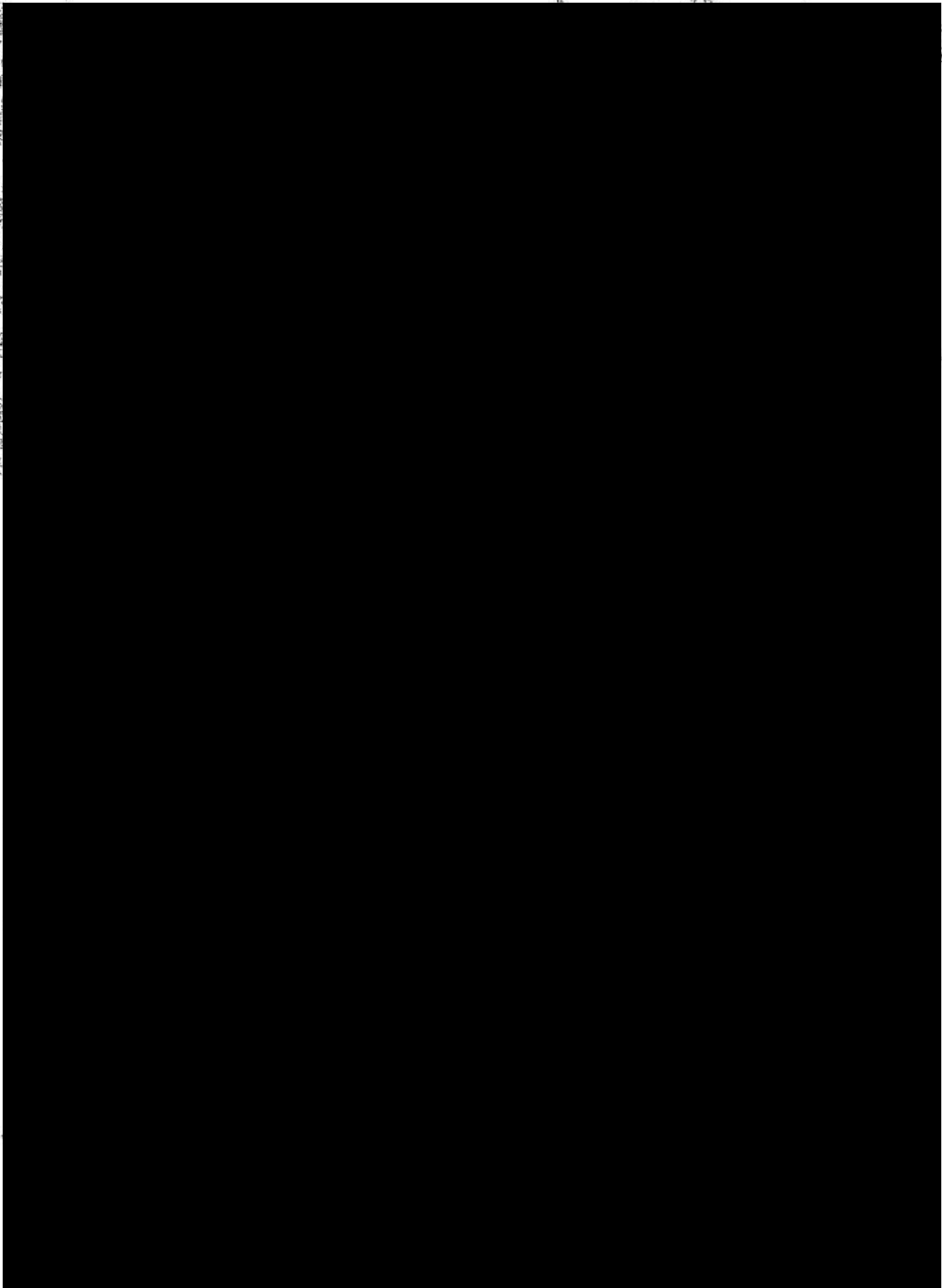
We further certify that we are Agents of the Insurer listed above and are authorized by such Insurer to execute this confirmation of coverage on its behalf. The above coverages are bound in accordance with the terms, conditions, and limitation of the policy in current use by the above mentioned insurer.

G & B Allen Insurance Brokers Limited

By: Alyssa Stanley

Alyssa Stanley
Authorized Representative
Date: July 27, 2023



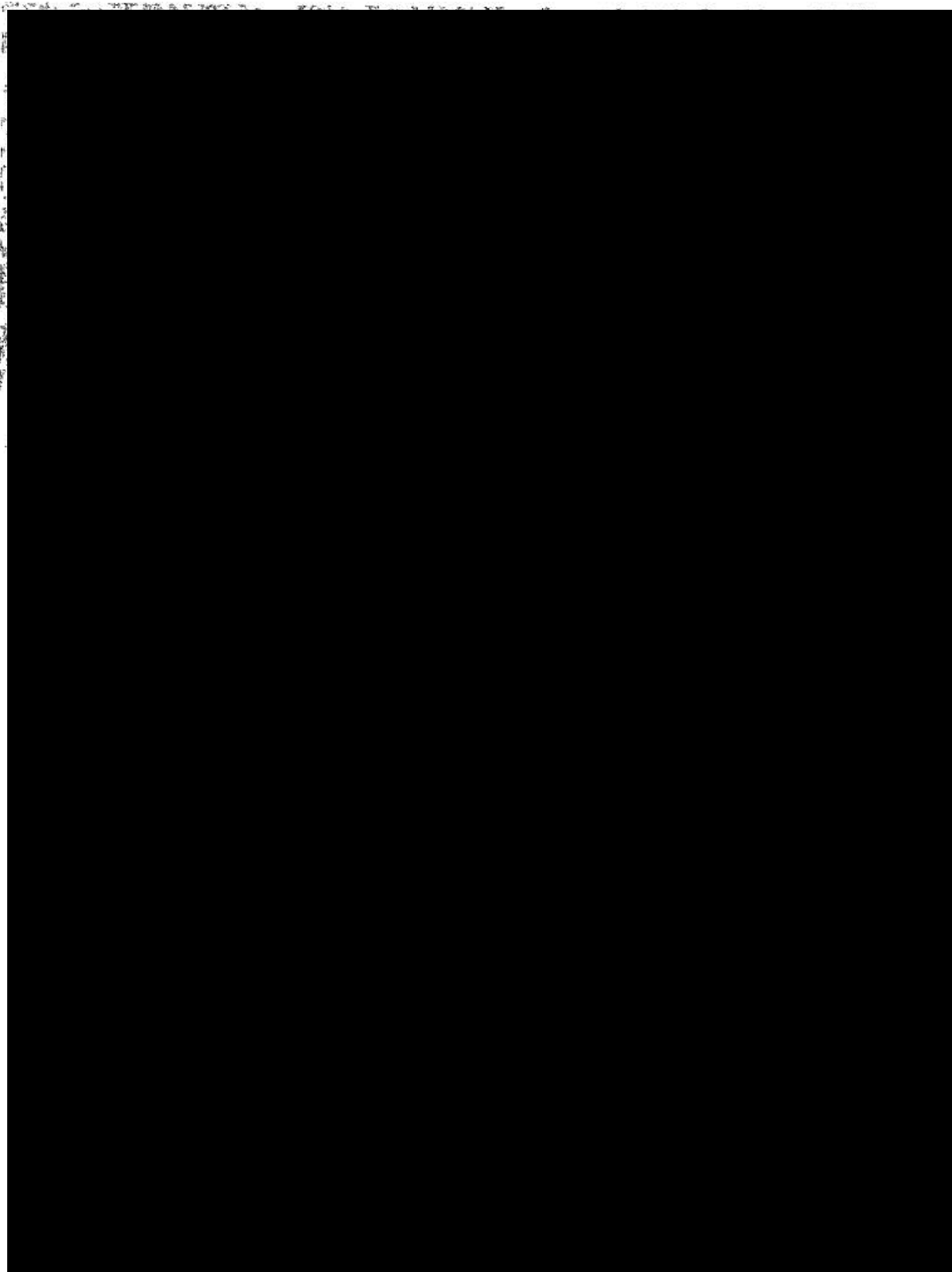


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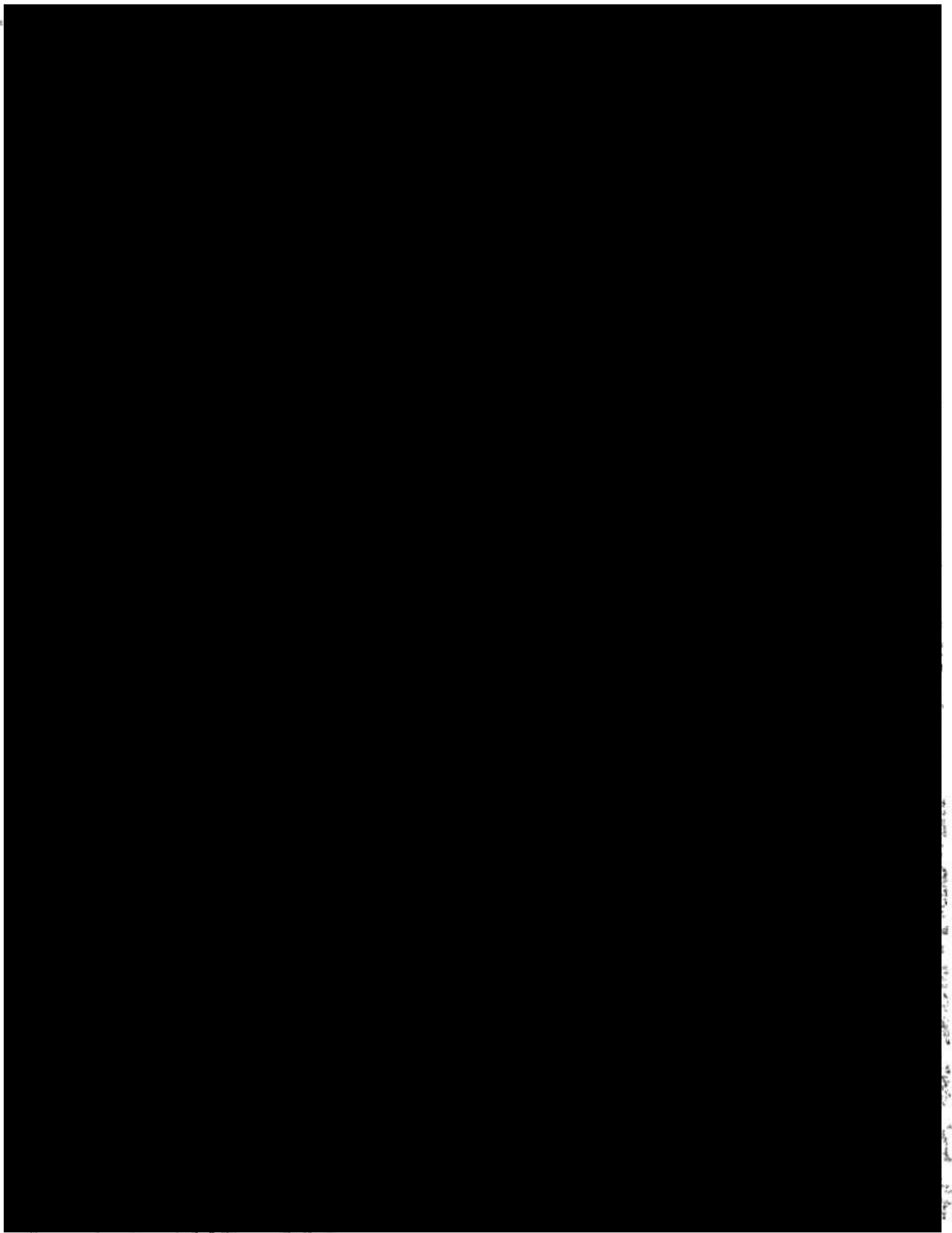
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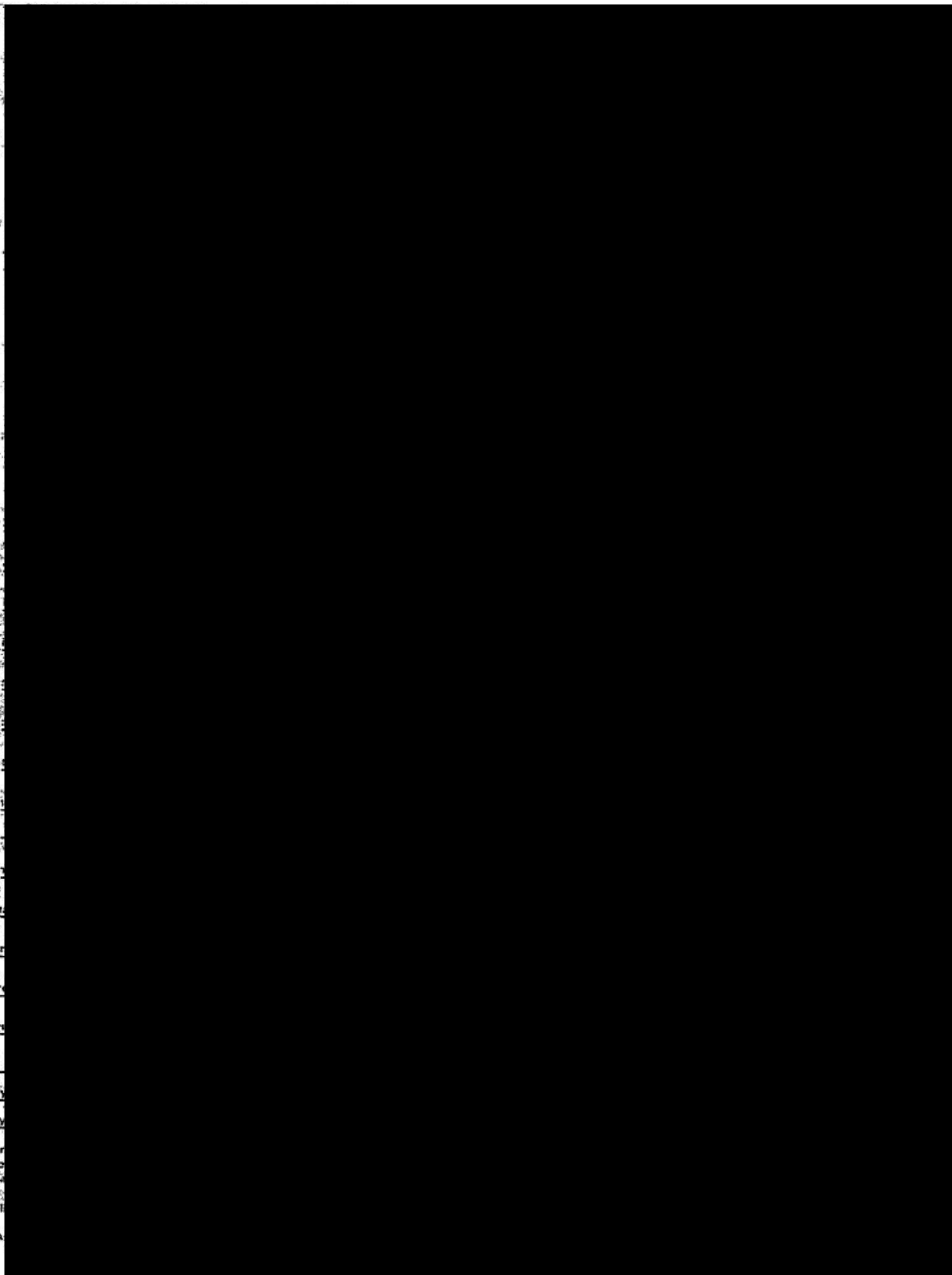
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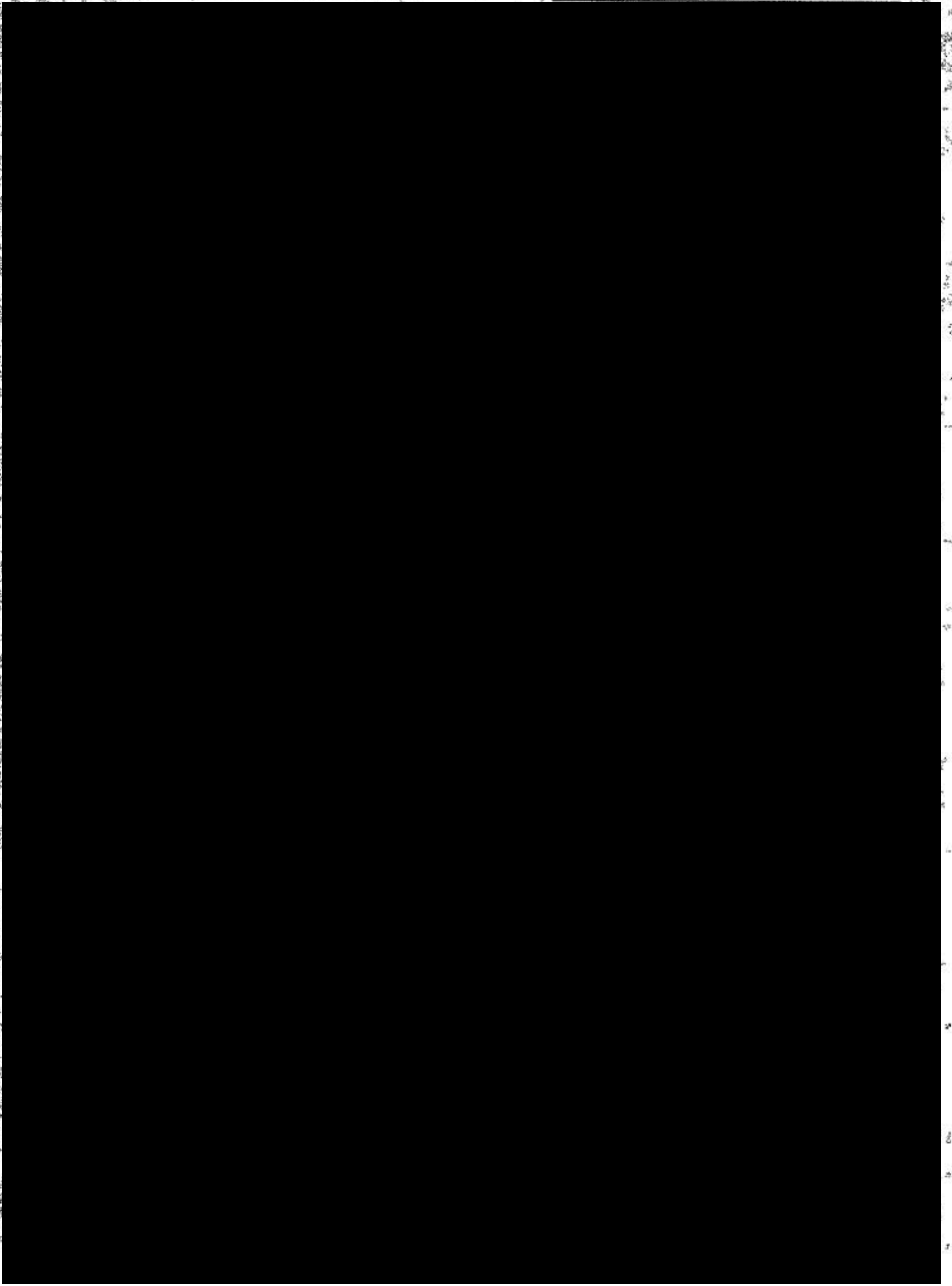


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the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1.2 million (Office of National Statistics 1999). The number of people aged 85 and over has increased by 0.5 million in the same period.

There is a growing awareness of the need to develop services to meet the needs of the ageing population. The Department of Health (1999) has published a strategy for ageing, which sets out the government's commitment to improve the lives of older people. The strategy is based on three main principles: to promote independence, to support families and carers, and to improve the quality of life of older people.

The strategy also sets out a number of key objectives, including: to reduce the number of people who are dependent on others; to increase the number of people who are able to live independently; to improve the quality of life of older people; and to ensure that older people are able to participate fully in society. The strategy is a key document for the development of services for older people in the UK.

The strategy is based on the principle that older people should be able to live independently and to participate fully in society. This means that services should be developed to support older people to live independently, to improve their quality of life, and to ensure that they are able to participate fully in society. The strategy is a key document for the development of services for older people in the UK.

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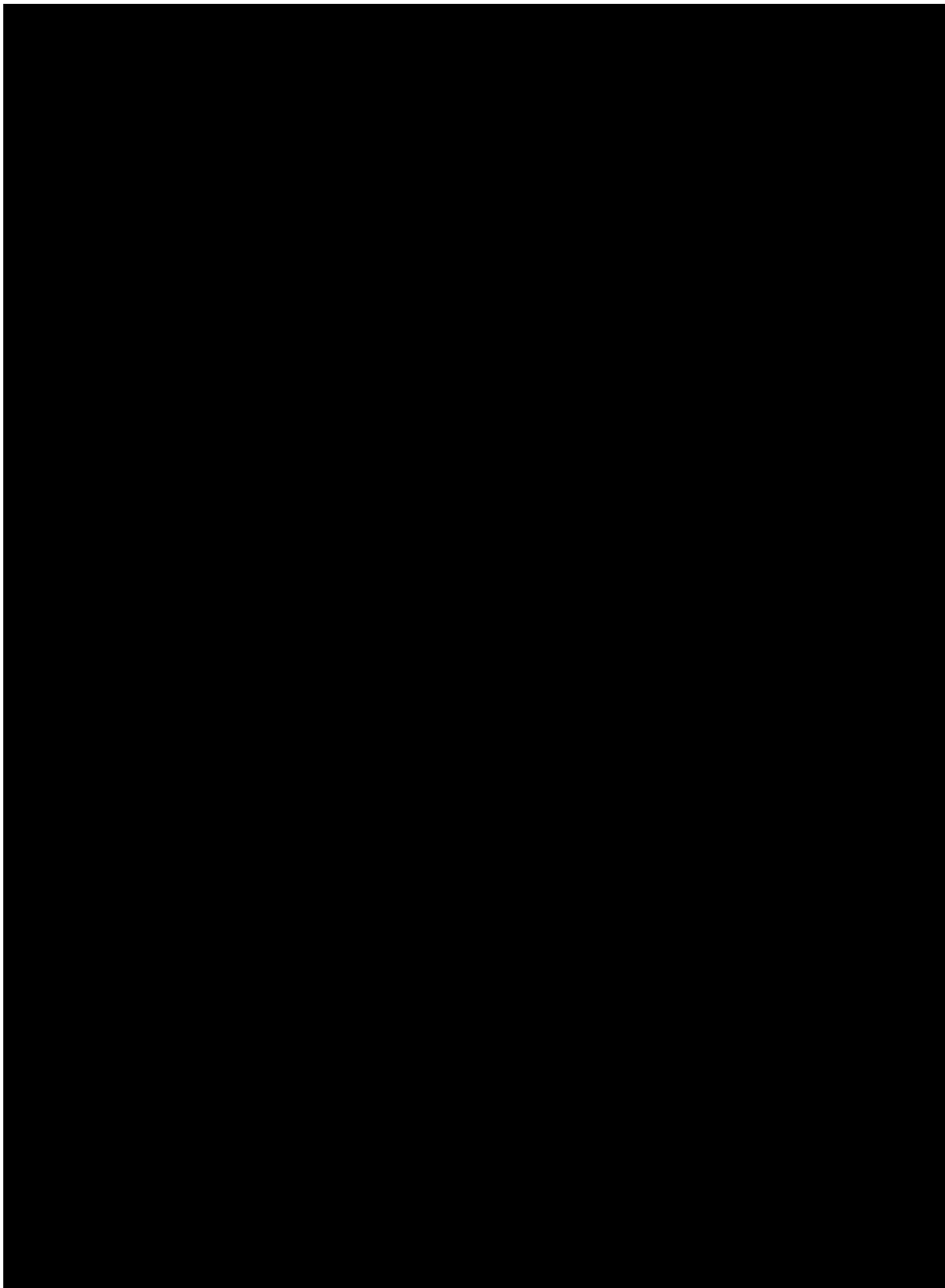
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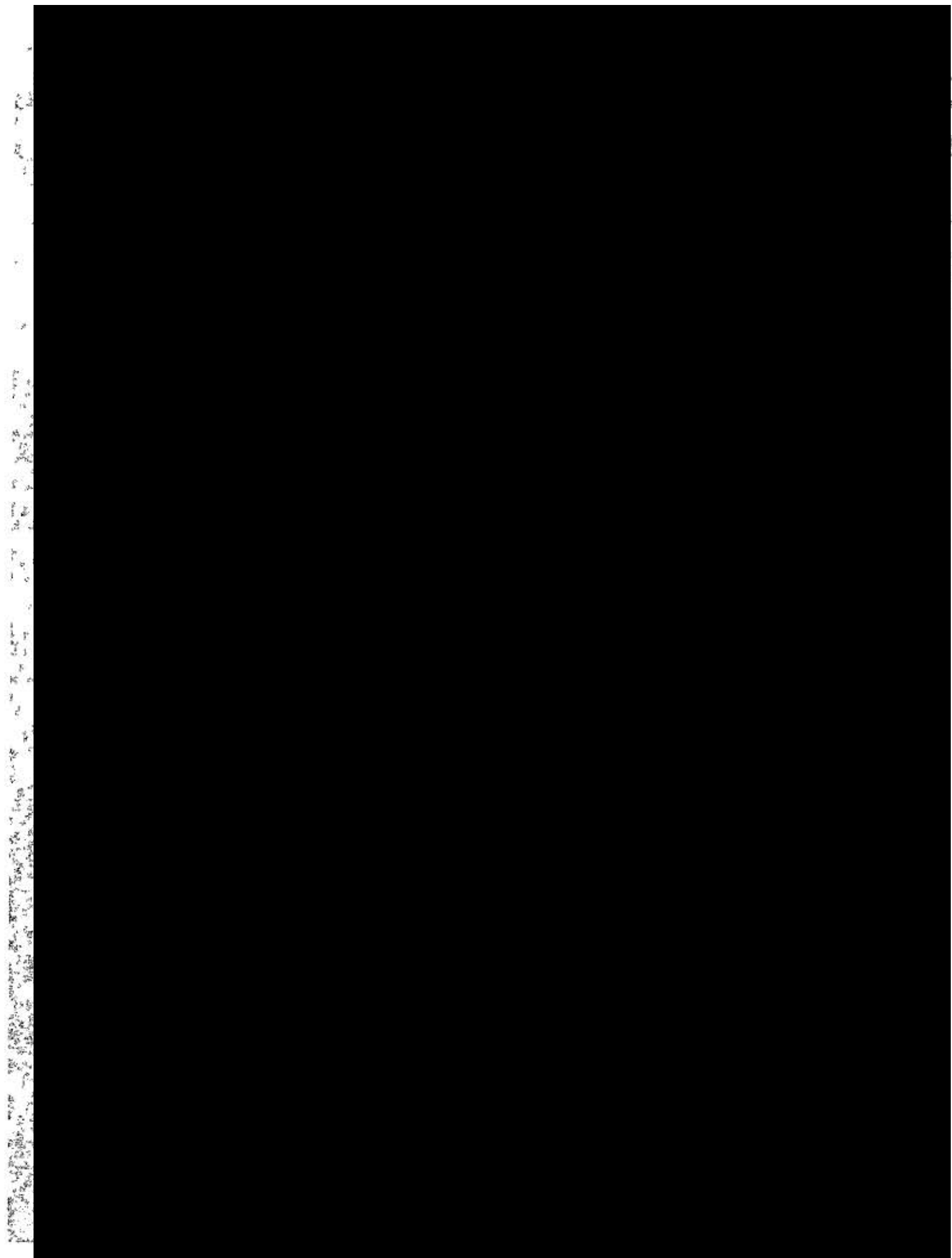
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1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice" and "The Hon. Mr. Justice".

926749 Ontario LTD O/A and hereinafter referred to as Clonsilla Auto Sales
Pre-Authorized Debit Agreement (PAD)

I/We _____ authorize Clonsilla Auto Sales and the financial institution designated (or any other financial institution it may authorize at any one time) to begin deductions as per my/our instructions for monthly regular recurring payments and/or one time payments from time to time, for payment of all charges arising under my/our Clonsilla Auto Sales account(s).

Regular monthly payments of \$_____ or for the full amount of services delivered will be debited from my/our specified account on the _____ day of each month. If the amount changes, we will provide 3 days written notice of the amount of each regular debit.

Payment Information

28 Blw.

Name <u>Tanya Jacobs</u>		
Street Address _____		
City _____	Province _____	Postal Code _____
Telephone _____	Email _____	
Type of Service	Personal	Business
To ensure the accuracy of our account information, please attach a void cheque or PAP form upon return of this document and complete the following financial information.		
Name of Financial Institution _____		
Address of Financial Institution _____		

Authorized Signature

Tanya Jacobs

Date

July 18/23

This authority is to remain in effect until Clonsilla Auto Sales receives written notice from me/us of it's change or termination. This notification must be received at Least 3 days before the next debit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca

926749 Ontario LTD O/A Clonsilla Auto Sales
809 Clonsilla Avenue
Peterborough, ON
K9J 5Y2
Tel: 705-742-6500
Email: clonsillaautosales@cogeco.net

Clonsilla Auto Sales may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 3 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD*Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact our financial institution or visit www.cdnpay.ca.

UCDA CUSTOMER INFORMATION, APPRAISAL & DISCLOSURE FOR TRADE-IN VEHICLES

APPRAISAL DATE: July 19/23

STOCK NO: _____

SHADED GREEN AREA MANDATORY AS PER MVDA 2010

www.ucdashares.com

APPRAISED BY: R. Sassy

☐ UCDA Lien Searches

☐ CARFAX™ CANADA

☐ Auto Check™

☐ Ontario History Search

LAST NAME

FIRST NAME

ADDRESS

CITY

PROVINCE

POSTAL CODE

HOME PHONE

BUS. PHONE

CELL PHONE

E-MAIL

VIN # 1C4D11A1R3E1187041 YEAR 2014 MAKE Jeep MODEL Cherokee TRIM LEVEL Trailhawk COLOUR Blk # OF CYL 6

☒ GAS ☐ DIESEL ☐ HYBRID/ELECTRIC

REGISTRATION VIEWED ☐ Yes ☐ No

ACCIDENT BRAND NO

ORIGINAL OWNER

☐ Yes ☒ No

PURCHASED FROM Dealer

VIN CHECKED (Dash & Door)

☒ Yes ☐ No

HAS VEHICLE EVER BEEN DECLARED A

TOTAL LOSS BY AN INSURER

☐ Yes ☒ No

ORIGINAL MFR VIN PLATE

☒ Yes ☐ No

THEFT RECOVERY

☐ Yes ☒ No

REGISTERED LIEN

☐ Yes ☒ No

MANUFACTURER'S WARRANTY CANCELLED

☐ Yes ☒ No

WITHIN THE LAST SEVEN YEARS WAS THIS AN:
OUT-OF-PROVINCE VEHICLE ☐ Yes ☒ No
U.S. VEHICLE ☐ Yes ☒ No
IF YES, IDENTIFY PROVINCE(S) AND/OR STATE(S): ON

ODOMETER (Exact # at time of Appraisal) ☐ Km or ☒ Miles

166966

IS ODOMETER FAULTY, BROKEN, REPLACED OR ROLLED BACK?

☐ Yes ☒ No

IF YES, EXPLAIN:

IF DISTANCE TRAVELLED UNKNOWN, EXPLAIN:

DAILY RENTAL

☐ Yes ☒ No

POLICE CRUISER

☐ Yes ☒ No

ANTI-LOCK BRAKES INOPERABLE

☐ Yes ☒ No ☐ N/A

FIRE DAMAGED

☐ Yes ☒ No

EMERG. SERVICES VEHICLE

☐ Yes ☒ No

AIR BAGS MISSING INOPERABLE

☐ Yes ☒ No ☐ N/A

IMMERSED IN WATER

☐ Yes ☒ No

TAXI OR LIMO

☐ Yes ☒ No

POLLUTION CONTROL INOPERABLE

☐ Yes ☒ No ☐ N/A

ANY BODY PANELS PAINTED OR REPLACED

☐ Yes ☒ No

IF YES TO ANY, EXPLAIN:

FOR HYBRID/HI-TECH ELECTRIC VEHICLES:

WHERE HAS THE VEHICLE BEEN SERVICED?

HAVE ANY OF THE HYBRID COMPONENTS BEEN REPAIRED/REPLACED? ☐ Yes ☒ No

IF YES, EXPLAIN:

IS THERE A MANUFACTURER'S EXTENDED WARRANTY ON THE HYBRID COMPONENTS? ☐ Yes ☒ No

IF YES, EXPLAIN:

WARNING INDICATORS (Are any of the listed warning indicators illuminated)

BATTERY

☐ Yes ☒ No

ENGINE

☐ Yes ☒ No

BRAKING SYSTEM

☐ Yes ☒ No

AIR BAGS

☐ Yes ☒ No

FUEL SYSTEM

☐ Yes ☒ No

OTHER

EQUIPMENT:

POWER WINDOWS

☒

AIR BAGS

☒

AIR CONDITIONING

☒

CD/DVD ENTERTAINMENT CENTRE

☐

POWER LOCKS

☒

ABS

☒

WHEELS (ALLOY)

☒

AUTO TRANSMISSION

☒ MANUAL TRANSMISSION

CRUISE CONTROL

☒

SUNROOF

☒

KEYLESS ENTRY

☒

LEATHER INTERIOR

☒ NAV SYSTEM

DOES VEHICLE REQUIRE REPAIRS TO:

ENGINE

☐ Yes ☒ No

COMPUTER

☐ Yes ☒ No

SUSPENSION/SUBFRAME

☐ Yes ☒ No

ELECTRICAL SYSTEM

☐ Yes ☒ No

TRANSMISSION

☐ Yes ☒ No

AIR CONDITIONING

☐ Yes ☒ No

FUEL SYSTEM

☐ Yes ☒ No

STRUCTURAL PARTS DAMAGED

☐ Yes ☒ No

POWER TRAIN

☐ Yes ☒ No

ALTERED OR REPAIRED

☐ Yes ☒ No

ANY PREVIOUS DAMAGE REPAIRED EXCEEDING \$3,000?

☐ Yes ☒ No

HAVE THE MANUFACTURER'S BADGES OR DECALS BEEN CHANGED OR HAVE

☐ Yes ☒ No

THE ORIGINAL PRODUCTION SPECIFICATIONS BEEN CHANGED?

☐ Yes ☒ No

ANY OTHER DISCLOSURES?

IF YES TO ANY, EXPLAIN:

Other than disclosed herein:

1. I declare that my trade-in has not been accident damaged, nor was such information disclosed when purchased or leased.
2. My trade-in does not have any mechanical defects.

SIGNATURE OF REGISTERED OWNER, LESSEE OR BONA FIDE DRIVER

INSPECTION AT APPRAISAL:

☒ ENGINE STARTS & RUNS

☒ TRANSMISSION FORWARD & REVERSE

☒ ENGINE LIGHT - ON THEN GOES OFF

☒ ANTI-LOCK BRAKES - ON THEN GOES OFF

☒ AIRBAGS - ON THEN GOES OFF

☒ AIR CONDITIONING OPERATING

☒ AWD / 4 WD OPERATING

☒ WINDSHIELD - NO CRACKS

☒ CD, CASSETTE, ENTERTAINMENT CENTRE

DISTANCE TRAVELLED AT APPRAISAL:

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

INSPECTION AT DELIVERY:

☒ ENGINE STARTS & RUNS

☒ TRANSMISSION FORWARD & REVERSE

☒ ENGINE LIGHT - ON THEN GOES OFF

☒ ANTI-LOCK BRAKES - ON THEN GOES OFF

☒ AIRBAGS - ON THEN GOES OFF

☒ AIR CONDITIONING OPERATING

☒ AWD / 4 WD OPERATING

☒ WINDSHIELD - NO CRACKS

☒ CD, CASSETTE, ENTERTAINMENT CENTRE

DISTANCE TRAVELLED AT DELIVERY:

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

REPAIRS REQUIRED:

☐ PAINT

☐ BRAKES

☐ TIRES

☐ ENGINE

☐ TRANSMISSION

☐ BODY WORK / DENTS

☐ GLASS

☐ OTHER

☐ VALUE OF TRADE-IN: \$

Please be advised that the trade-in value may be adjusted if the vehicle is not in the same condition at time of delivery.

Customer Initials


JS

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

Addendum to lease with Tanya Jacobs Lionel Jacobs
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, e-transfer 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 debit 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 (e-transfer, 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 lease contract.

Print Name Tanya Jacobs Signature [Signature] Date July 19/23

Print Name Lionel Jacobs Signature [Signature] Date _____

Witness Name Rastislav Seay Signature [Signature] Date July 19/23



Ontario Search Results

ID 2340877

Search Type [MV] Motor Vehicle

Your Ref No. CLON3340

Liens : 1 Pages : 1

Searched :29NOV2023 02:00 PM

Printed :29NOV2023 02:06 PM

PSMSE02	PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM	11/29/2023
CCCL369	DISPLAY 1C REGISTRATION - SCREEN 1	14:00:41
ACCOUNT : 009233-0001	FAMILY : 1 OF 1	ENQUIRY PAGE : 1 OF 1
FILE CURRENCY : 28NOV 2023		
SEARCH : MV : 1C4PJMAS0EW322371		

```
00 FILE NUMBER : 500773797   EXPIRY DATE : 29NOV 2024 STATUS :  
01 CAUTION FILING : X       PAGE : 001 OF 1       MV SCHEDULE ATTACHED :  
   REG NUM : 20231129 1356 1793 6074 REG TYP: P   PPSA   REG PERIOD: 1  
02 IND DOB :                IND NAME:  
03 BUS NAME: 926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING  
                                OCN :
```

04 ADDRESS : 809 CLONSILLA AVENUE
CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J5Y2
05 IND DOB : [REDACTED] IND NAME: OXANA NAIMMI
06 BUS NAME:

07 ADDRESS :
CITY :

08 SECURED PARTY/LIEN CLAIMANT :
JAOSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU

09 ADDRESS : 71 ORTONA COURT, 2ND FLOOR									
CITY : CONCORD			PROV: ON		POSTAL CODE: L4K3M2				
CONS.			MV		DATE OF OR NO FIXED				
GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY	MAT	DATE
10 X	X		X	X	X	27460			X
YEAR MAKE					MODEL		V.I.N.		
11 2014 JEEP					GRAND CHEROKEE		1C4PJMA50EW322371		

GENERAL COLLATERAL DESCRIPTION

13 CLON3340-LEASE AGREEMENT DATED SEP 1, 2023-FULL TERM 72 MONTHS

14
15
16 AGENT: JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU

17 ADDRESS : 71 ORTONA COURT, 2ND FLOOR
CITY : CONCORD PROV: ON POSTAL CODE: L4K3M2

END OF REPORT



Ontario Search Results

ID 2340871

Search Type [MV] Motor Vehicle

Your Ref No. CLON3373

Liens : 2 Pages : 2

Searched :29NOV2023 01:55 PM

Printed :29NOV2023 02:02 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/29/2023
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 13:55:38
 ACCOUNT : 009233-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 2
 FILE CURRENCY : 28NOV 2023
 SEARCH : MV : 5NPDH4AE2EH489314

00 FILE NUMBER : 500773536 EXPIRY DATE : 29NOV 2024 STATUS :
 01 CAUTION FILING : X PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20231129 1349 1793 6071 REG TYP: P PPSA REG PERIOD: 1
 02 IND DOB : IND NAME:
 03 BUS NAME: 926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
 OCN :

04 ADDRESS : 809 CLONSILLA AVENUE
 CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J5Y2
 05 IND DOB : IND NAME: DOUGLAS W EVERSON
 06 BUS NAME:
 OCN :

07 ADDRESS :
 CITY :
 08 SECURED PARTY/LEIN CLAIMANT :

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
 09 ADDRESS : 71 ORTONA COURT, 2ND FLOOR
 CITY : CONCORD PROV: ON POSTAL CODE: L4K3M2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X 22916 X
 YEAR MAKE MODEL V.I.N.
 11 2014 HYUNDAI ELANTRA 5NPDH4AE2EH489314
 12

GENERAL COLLATERAL DESCRIPTION

13 CLON3373--LEASE AGREEMENT DATED SEP 21, 2023-TOTAL 72 MONTHS

14

15

16 AGENT: JAQSTAN CONSULTING INC.. O/A AUTOLOANS 4 YOU

17 ADDRESS : 71 ORTONA COURT, 2ND FLOOR

CITY : CONCORD PROV: ON POSTAL CODE: L4K3M2

11/29/23, 2:01 PM

Ontario PPSA Search Result

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/29/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 13:55:39
ACCOUNT : 009233-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 2
FILE CURRENCY : 28NOV 2023
SEARCH : MV : 5NPDH4AE2EH489314

00 FILE NUMBER : 797437332 EXPIRY DATE : 22SEP 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20230922 1704 1462 6368 REG TYP: P PPSA REG PERIOD: 1
02 IND DOB : IND NAME:
03 BUS NAME: 926749 ONTARIO LTD. DBA CLONSILLA AUTO SALES AND LEASING
OCN :
04 ADDRESS : 809 CLONSILLA AVENUE
CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J5Y2
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
AUTOMOTIVE FINANCE CANADA INC
09 ADDRESS : 1717 BURTON ROAD
CITY : VARS PROV: ON POSTAL CODE: K0A3H0
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11 2014 HYUNDAI ELANTRA 5NPDH4AE2EH489314
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: PPSA CANADA INC. - (8756)
17 ADDRESS : 303-110 SHEPPARD AVE. E.
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

END OF REPORT



Ontario Search Results
ID 2340872
Search Type [MV] Motor Vehicle

Your Ref No. CLON3361
Liens : 2 Pages : 2

Searched :29NOV2023 01:56 PM
Printed :29NOV2023 02:09 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/29/2023
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 13:55:43
 ACCOUNT : 009233-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 2
 FILE CURRENCY : 28NOV 2023
 SEARCH : MV : 3N1AB7AP1GL640284

00 FILE NUMBER : 500773644 EXPIRY DATE : 29NOV 2024 STATUS :
 01 CAUTION FILING : X PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20231129 1352 1793 6073 REG TYP: P PPSA REG PERIOD: 1
 02 IND DOB : IND NAME:
 03 BUS NAME: 926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
 OCN :

04 ADDRESS : 809 CLONSILLA AVENUE
 CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J5Y2
 05 IND DOB : IND NAME: FLORENCE P SUNDAY
 06 BUS NAME:
 OCN :

07 ADDRESS :
 CITY :

08 SECURED PARTY/LIEN CLAIMANT :
 JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU

09 ADDRESS : 71 ORTONA COURT, 2ND FLOOR
 CITY : CONCORD PROV: ON POSTAL CODE: L4K3M2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X 15318 X

 YEAR MAKE MODEL V.I.N.
 11 2016 NISSAN SENTRA 3N1AB7AP1GL640284

12
 GENERAL COLLATERAL DESCRIPTION
 13 CLON3361-LEASE DATED SEP 7, 2023-72 MONTH TERM

14
 15
 16 AGENT: JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
 17 ADDRESS : 71 ORTONA COURT, 2ND FLOOR
 CITY : CONCORD PROV: ON POSTAL CODE: L4K3M2

11/29/23, 2:06 PM

Ontario PPSA Search Result

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/29/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 13:55:43
ACCOUNT : 009233-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 2
FILE CURRENCY : 28NOV 2023
SEARCH : MV : 3N1AB7AP1GL640284

00 FILE NUMBER : 795203946 EXPIRY DATE : 12JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20230712 1257 2013 6311 REG TYP: P PPSA REG PERIOD: 1
02 IND DOB : IND NAME:
03 BUS NAME: 926749 ONTARIO LTD.

OCN :
04 ADDRESS : 809 CLONSILLA AVE
CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J 5Y2
05 IND DOB : IND NAME:
06 BUS NAME: CLONSILLA AUTO SALES AND LEASING

OCN :
07 ADDRESS : 809 CLONSILLA AVE
CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J 5Y2
08 SECURED PARTY/LIEN CLAIMANT :
NEXTGEAR CAPITAL CORPORATION

09 ADDRESS : 8277 LAWSON RD
CITY : MILTON PROV: ON POSTAL CODE: L9T 5C7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X
YEAR MAKE MODEL V.I.N.
11 2016 NISSAN SENTRA 3N1AB7AP1GL640284

12
GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

END OF REPORT



Ontario Search Results
ID 2340900
Search Type [MV] Motor Vehicle

Your Ref No. CLON3331
Liens : 3 Pages : 4

Searched :29NOV2023 02:21 PM
Printed :29NOV2023 02:25 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/29/2023
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 14:20:46
 ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 4
 FILE CURRENCY : 28NOV 2023
 SEARCH : MV : 1C4PJMB53EW187045

00 FILE NUMBER : 500774373 EXPIRY DATE : 29NOV 2024 STATUS :
 01 CAUTION FILING : X PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20231129 1415 1793 6076 REG TYP: P PPSA REG PERIOD: 1
 02 IND DOB : IND NAME:
 03 BUS NAME: 926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
 OCN :

04 ADDRESS : 809 CLONSILLA AVENUE
 CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J5Y2
 05 IND DOB : IND NAME: TANYA M JACOBS
 06 BUS NAME:
 OCN :

07 ADDRESS :
 CITY :
 08 SECURED PARTY/LIEN CLAIMANT :

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
 09 ADDRESS : 71 ORTONA COURT, 2ND FLOOR
 CITY : CONCORD PROV: ON POSTAL CODE: L4K3M2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X 24850 X
 YEAR MAKE MODEL V.I.N.
 11 2014 JEEP CHEROKEE TRAILHAWK 1C4PJMB53EW187045
 12

GENERAL COLLATERAL DESCRIPTION
 13 CLON3331-LEASE AGREEMENT DATED JUL 17, 2023-FULL TERM 72 MONTHS
 14
 15
 16 AGENT: JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
 17 ADDRESS : 71 ORTONA COURT, 2ND FLOOR
 CITY : CONCORD PROV: ON POSTAL CODE: L4K3M2

11/29/23, 2:24 PM

Ontario PPSA Search Result

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/29/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 14:20:46
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 2 OF 4
FILE CURRENCY : 28NOV 2023
SEARCH : MV : 1C4PJMB53EW187045

00 FILE NUMBER : 500774373 EXPIRY DATE : 29NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20231129 1415 1793 6076 REG TYP: REG PERIOD:
02 IND DOB : IND NAME: LIONEL D JACOBS
03 BUS NAME:

04 ADDRESS :
CITY :
05 IND DOB : IND NAME:
06 BUS NAME:

07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

11/29/23, 2:24 PM

Ontario PPSA Search Result

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/29/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 14:20:47
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 3 OF 4
FILE CURRENCY : 28NOV 2023
SEARCH : MV : 1C4PJMB53EW187045

00 FILE NUMBER : 794601243 EXPIRY DATE : 22JUN 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20230622 1603 2013 3423 REG TYP: P PPSA REG PERIOD: 1
02 IND DOB : IND NAME:
03 BUS NAME: 926749 ONTARIO LTD.

OCN :

04 ADDRESS : 809 CLONSILLA AVE
CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J 5Y2
05 IND DOB : IND NAME:
06 BUS NAME: CLONSILLA AUTO SALES AND LEASING

OCN :

07 ADDRESS : 809 CLONSILLA AVE
CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J 5Y2
08 SECURED PARTY/LIEN CLAIMANT :
NEXTGEAR CAPITAL CORPORATION

09 ADDRESS : 8277 LAWSON RD
CITY : MILTON PROV: ON POSTAL CODE: L9T 5C7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X

YEAR MAKE MODEL V.I.N.
11 2014 JEEP CHEROKEE 1C4PJMB53EW187045

12
GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

11/29/23, 2:24 PM

Ontario PPSA Search Result

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/29/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 14:20:48
ACCOUNT : 009233-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 4 OF 4
FILE CURRENCY : 28NOV 2023
SEARCH : MV : 1C4PJMB53EW187045

00 FILE NUMBER : 795459627 EXPIRY DATE : 20JUL 2029 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20230720 1705 1462 4665 REG TYP: P PPSA REG PERIOD: 6
02 IND DOB : IND NAME: TANYA M JACOBS
03 BUS NAME:

OCN :
04 ADDRESS :
CITY :
05 IND DOB : 11JUL1973 IND NAME: LIONEL D JACOBS
06 BUS NAME:

OCN :
07 ADDRESS : 76 QUINQUISH RD
CITY : CURVE LAKE PROV: ON POSTAL CODE: K0L1R0
08 SECURED PARTY/LIEN CLAIMANT :

CLONSILLA AUTO SALES/926749 ONTARIO LTD

09 ADDRESS : 809 CLONSILLA AVENUE
CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J5Y2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 25892 X

YEAR MAKE MODEL V.I.N.
11 2014 JEEP CHEROKEE 1C4PJMB53EW187045

12
GENERAL COLLATERAL DESCRIPTION

13 CLON3331

14

15

16 AGENT: CLONSILLA AUTO SALES/926749 ONTARIO LTD

17 ADDRESS : 809 CLONSILLA AVENUE

CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J5Y2

END OF REPORT

Appendix “G”

Daniel Alievsky

From: jacquierabinowitz@gmail.com
Sent: November 28, 2023 1:17 PM
To: 'Hugh Waddell'; epshapiro@rogers.com; 'JasonS@rogers.com'; 'maryanne'
Cc: stan.rabs@gmail.com; 'Warren Goldberg'
Subject: RE: internal leases

As per our conversation you need to provide me with the proper dates for the leases that you want me to fund for up to \$50,000, but it will not be today as it is already 1:15. Maryanne will need to go into the system and make sure everything is correct. I will need to review the deals and I need to do lien checks on those vehicles and register the PPSA's but I need all of the proper information.

And I need to hear back from Warren to find out if I am doing this through Autoloans or Simdon.

Warren, we are going to be funding leases for Clonsilla and then getting paid back monthly blended principle and interest.

Jacquie

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: Tuesday, November 28, 2023 12:19 PM
To: jacquierabinowitz@gmail.com
Subject: Re: internal leases

the rate on the floorplan can be increased to 12% plus the fee

But can we get the 50k done today

Thanks Hugh

On Tue, Nov 28, 2023 at 12:02 PM <jacquierabinowitz@gmail.com> wrote:

Hi Hugh,

Do you have someone who will buy the leases? Or you are looking for more from us then the \$50,000 we offered yesterday?

I have cc'd Stan on the email as that is twice as much as he had agreed to last night. I would have to look over the leases with him this evening when he is home from work. -- I would also have to do lien searches on all vehicles prior to funding to ensure they are not financed elsewhere and register a PPSA on the same day to ensure that I am first. And I would need to confirm that insurance is in force as of today and I would also like to see payment history for each customer? Maryanne, do you have payment history available for the customers?

And we need to discuss how I will be paid the lease payment without having to chase you for it?

The \$29,000 for the Floor planning is doable assuming you pay me off as soon as vehicles are sold and paid for. But we would need to discuss interest as 10%, which is what was being paid years ago, is not much more than we are paying on our line of credit these days, as you know the interest rates are not great these days.

I'm still waiting to hear back from Warren about what company to use for each. I don't know if that will happen until later this evening.

I have cc'd Warren on this email as well.

Thanks,
Jacquie

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: Tuesday, November 28, 2023 10:08 AM
To: jacquierabinowitz@gmail.com
Subject: Re: internal leases

Hi Jacquie

I am grateful for the consideration however I need to move at least 90,000.00 to 100,000.00 of the leases because I have to immediately pay about 15,000.00 to you to catch up and I have to do payroll and rent this week for the 1st so the 75,000.00 that remains will be all used up .

and pay 50,000 to next gear to keep them off my back

I also need 29,000.00 for floorplanning which can be done the same way as the old days if you wish and I can send you all of the bills of sale .

If we continue to not have enough money to run this place until the 1,400,000.00 arrives and that would be ludicrous .

Believe me I am grateful that you and Stan would do it at all it's , just that I have to be honest with what will work .

You can go ahead and pull the info out of the velocity system

the good payers are oxanna naimmi, michelle may , florence sunday ,douglas everson , Tanya jacobs , George diehart
none of them bad payers but these ones have a good long history with us .

Thanks Hugh

On Mon, Nov 27, 2023 at 7:24 PM <jacquierabinowitz@gmail.com> wrote:

Stan said he will lend money in exchange for security on the leases up to \$50,000.

So can you please let me know who your best payers are on the list you sent?

And just to confirm I can find the deals and all the documents in velocity?

I just need to talk to our accountant to find out whether to do it personally or through one of the companies.

And re the PPSA's, are PPSA's registered on any of the deals you have sent? Or will I be registering against Clonsilla and the Lessee at the same time?

From: Hugh Waddell <hugh@clonsillaautosales.com>

Sent: Monday, November 27, 2023 4:25 PM

To: Jacquie Rabinowitz <jacquierabinowitz@gmail.com>; Paul Shapiro <epshapiro@rogers.com>; Jason Shapiro <JasonS@rogers.com>

Subject: internal leases

--

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

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- General Colin Powell

--

Hugh Waddell

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(P) 705-742-6500

(F) 705-742-6407

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

- General Colin Powell

Appendix “H”

Daniel Alievsky

From: jacquierabinowitz@gmail.com
Sent: November 29, 2023 2:33 PM
To: 'Hugh Waddell'
Cc: epshapiro@rogers.com; 'JasonS@rogers.com'
Subject: RE: OXANA NAIMMI

Do you want me to go fund this one now?

Or wait until you can get some other lien releases?

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: Wednesday, November 29, 2023 2:31 PM
To: jacquierabinowitz@gmail.com
Subject: Re: OXANA NAIMMI

ok can we fund this one thanks Hugh

On Wed, Nov 29, 2023 at 2:05 PM <jacquierabinowitz@gmail.com> wrote:

My lien has been registered and no other liens on this vehicle.

See attached.

Thank you,

Jacquie Rabinowitz



--

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 “I”

Daniel Alievsky

From: jacquierabinowitz@gmail.com
Sent: November 29, 2023 4:49 PM
To: 'Hugh Waddell'; 'maryanne'
Cc: epshapiro@rogers.com; 'JasonS@rogers.com'
Subject: Lease Deals to be funded
Attachments: CLONSILLA LEASE DEALS.xlsx

Hi Hugh and Maryanne,


I have created the attached which has details of the 4 customers and vehicles on the first tab and the amortization on the 2nd tab.

Before I fund these deals tomorrow morning, I would like the following email to be sent to all 4 customers, Hugh said all customers pay by etransfer monthly.....please let me know if that is not the case.

Effective December 1st, 2023 all future lease payments beginning on **December** must be sent by etransfer to the following email: autoloans2022@gmail.com.

Please cc autoloans2022@gmail.com on all 4 separate emails that are sent to each customer.

Hugh, I will speak to Warren about the returning of the HST for the 2 leases that include HST in the payment.

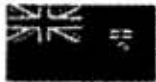
Thank you,
Jacquie Rabinowitz


CLON	FIRST	LAST	ADDRESS	AMOUNT FUNDED	DATE FUNDED	MONTHLY PAYMENT	HST	YEAR	MAKE	MODEL	VIN	LIEN	PPSA	EXPIRY	INSURANCE	POLICY	EXPIRY	
3331	TANYA & LIONEL	JACOBS	[REDACTED]	\$24,850.42	2023-11-30	\$590.54	N/A	2014	JEEP	CHEROKEE	1C4PJMB53EW187045	NEXTGEAR	500774373	2024-11-29	ECHELON	[REDACTED]	2023-10-13	
3340	OXANA	NAIMMI		5	\$27,459.17	2023-11-30	\$596.60	\$44.94	2014	JEEP	CHEROKEE	1C4PJMAS0EW322371	N/A	500773797	2024-11-29		CAA	2024-08-11
3361	FLORENCE	SUNDAY			\$15,317.66	2023-11-30	\$357.01	N/A	2016	NISSAN	SENTRA	3N1AB7AP1GL640284	NEXTGEAR	500773644	2024-11-29		INTACT	2024-06-02
3373	DOUGLAS	EVERSON			\$22,915.76	2023-11-30	\$509.52	\$37.48	2014	HYUNDAI	ELANTRA	5NPDH4AE2EH489314	AFC	500773536	2024-11-29		COOPERAT	2024-09-21
				\$90,543.01														

CLON	FIRST	LAST	ADDRESS	AMOUNT FUNDED	PAYMENT	HST incl	PMT DATE	Dec-23			Jan-24			Feb-24			Mar-24			Apr-24			May-24		
								PRINCIPLE	INTEREST	BALANCE	PRINCIPLE	INTEREST	BALANCE	PRINCIPLE	INTEREST	BALANCE	PRINCIPLE	INTEREST	BALANCE	PRINCIPLE	INTEREST	BALANCE	PRINCIPLE	INTEREST	BALANCE
3331	TANYA & LIONEL	JACOBS		\$24,850.42	590.54	N/A	18	217.78	372.76	\$24,632.64	221.05	369.49	\$24,411.59	224.37	366.17	\$24,187.22	227.73	362.81	\$23,959.49	231.15	359.39	\$23,728.34	234.61	355.93	\$23,493.73
3340	OXANA	NAIMMI		\$27,459.17	641.54	44.94	8	229.65	411.89	\$27,229.52	233.1	408.44	\$26,996.42	236.59	404.95	\$26,759.83	240.14	401.4	\$26,519.69	243.74	397.8	\$26,275.95	247.4	394.14	\$26,028.55
3361	FLORENCE	SUNDAY		\$15,317.66	357.01	N/A	7	128.52	228.49	\$15,189.14	130.44	226.57	\$15,058.70	132.38	224.63	\$14,926.32	134.36	222.65	\$14,791.96	136.36	220.65	\$14,655.60	138.4	218.61	\$14,517.20
3373	DOUGLAS	EVERSON		\$22,915.76	547	37.48	21	186.08	360.92	\$22,729.68	189.01	357.99	\$22,540.67	191.98	355.02	\$22,348.69	195.01	351.99	\$22,153.68	198.08	348.92	\$21,955.60	201.2	345.8	\$21,754.40

\$90,543.01

Appendix “J”

**Ontario PPSA Registration**

VERIFICATION



Document Details

Registration Date: 29 NOV 2023
Expiry Date: 29 NOV 2024
Registration Number: 20231129 1356 1793 6074
File Number: 500773797

Transaction ID: **005-963-793**

General

Reference Number: CLON3340
Registration Period (Years): 1

Caution Filing: **Yes**
Perform a Post Search: **Yes**
Register Immediately: **Yes**



Business Debtor

926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
809 CLONSILLA AVENUE
PETERBOROUGH ON K9J5Y2



Individual Debtor

OXANA NAIMMI [REDACTED]



Secured Party

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2



Collateral Classification

Consumer Goods: **Yes** Inventory: **Yes** Equipment: **No** Accounts: **Yes** Other: **Yes**
Motor Vehicle Included: **Yes**
Principal Amount: **\$27,460.00** No Fixed Date of Maturity



Serial Numbered Collateral

2014 JEEP GRAND CHEROKEE 1C4PJMAS0EW322371 MV



General Collateral

CLON3340-LEASE AGREEMENT DATED SEP 1, 2023-FULL TERM 72 MONTHS



Registering Agent

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2

Drafted by JACQUIE RABINOWITZ - JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU

**Ontario PPSA Registration****VERIFICATION****Document Details**

Registration Date: 29 NOV 2023
Expiry Date: 29 NOV 2024
Registration Number: 20231129 1349 1793 6071
File Number: 500773536

Transaction ID: **005-963-741****General**

Reference Number: CLON3373
Registration Period (Years): 1

Caution Filing: Yes
Perform a Post Search: Yes
Register Immediately: Yes

**Business Debtor**

926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
809 CLONSILLA AVENUE
PETERBOROUGH ON K9J5Y2

**Individual Debtor**DOUGLAS W EVERSON [REDACTED]
[REDACTED] [REDACTED]**Secured Party**

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2

**Collateral Classification**

Consumer Goods: Yes Inventory: Yes Equipment: No Accounts: Yes Other: Yes
Motor Vehicle Included: Yes
Principal Amount: \$22,916.00 No Fixed Date of Maturity

**Serial Numbered Collateral**

2014 HYUNDAI ELANTRA 5NPDH4AE2EH489314 MV

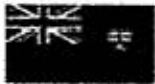
**General Collateral**

CLON3373--LEASE AGREEMENT DATED SEP 21, 2023-TOTAL 72 MONTHS

**Registering Agent**

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2

Drafted by JACQUIE RABINOWITZ - JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU



Ontario PPSA Registration



VERIFICATION



Document Details

Registration Date: 29 NOV 2023
Expiry Date: 29 NOV 2024
Registration Number: 20231129 1352 1793 6073
File Number: 500773644

Transaction ID: 005-963-779



General

Reference Number: CLON3361
Registration Period (Years): 1

Caution Filing: Yes
Perform a Post Search: Yes
Register Immediately: Yes



Business Debtor

926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
809 CLONSILLA AVENUE
PETERBOROUGH ON K9J5Y2



Individual Debtor

FLORENCE P SUNDAY [REDACTED]
[REDACTED]



Secured Party

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2



Collateral Classification

Consumer Goods: Yes Inventory: Yes Equipment: No Accounts: Yes Other: Yes
Motor Vehicle Included: Yes
Principal Amount: \$15,318.00 No Fixed Date of Maturity



Serial Numbered Collateral

2016 NISSAN SENTRA 3N1AB7AP1GL640284 MV



General Collateral

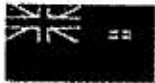
CLON3361-LEASE DATED SEP 7, 2023-72 MONTH TERM



Registering Agent

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2

Drafted by JACQUIE RABINOWITZ - JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU



Ontario PPSA Registration



VERIFICATION



Document Details

Registration Date: 29 NOV 2023
Expiry Date: 29 NOV 2024
Registration Number: 20231129 1415 1793 6076
File Number: 500774373

Transaction ID: 005-963-941



General

Reference Number: CLON3331
Registration Period (Years): 1

Caution Filing: Yes
Perform a Post Search: Yes
Register Immediately: Yes



Business Debtor

926749 ONTARIO LIMITED O/A CLONSILLA AUTO SALES AND LEASING
809 CLONSILLA AVENUE
PETERBOROUGH ON K9J5Y2



Individual Debtor

TANYA M JACOBS

LIONEL D JACOBS 1



Secured Party

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD ON L4K3M2



Collateral Classification

Consumer Goods: Yes Inventory: Yes Equipment: No Accounts: Yes Other: Yes
Motor Vehicle Included: Yes
Principal Amount: \$24,850.00 No Fixed Date of Maturity



Serial Numbered Collateral

2014 JEEP CHEROKEE TRAILHAWK 1C4PJMB53EW187045 MV



General Collateral

CLON3331-LEASE AGREEMENT DATED JUL 17, 2023-FULL TERM 72 MONTHS



Registering Agent

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR

Appendix “K”

Daniel Alievsky

From: jacquierabinowitz@gmail.com
Sent: November 30, 2023 12:37 PM
To: 'Hugh Waddell'; epshapiro@rogers.com
Cc: 'JasonS@rogers.com'; 'maryanne'
Subject: Chattel Mortgage Clonsilla (Autoloans)
Attachments: Chattel Mortgage Clonsilla (Autoloans).docx

Hi,

I have drafted the attached. Please review and confirm this is ok. There is no mention of the fact that monthly payments are coming directly to me and I am returning the HST to you for submission, I'm not sure how to word that.

Once final draft has been confirmed, I will complete them and send them off to you for signature Hugh.

Thanks,
Jacquie

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: _____

Lessee Name: _____

Lease Contract Submitted For Payment

Lease Vehicle Description:

_____/_____/_____/_____
Year Make Model Vin#

_____/_____
New Used

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: \$_____ dollars in consecutive monthly installments of \$_____ each on the _____ day of every month commencing_____, and including the final payment date of_____.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of_____% per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: _____

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor:

HUGH WADDELL

Appendix “L”

Daniel Alievsky

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: November 30, 2023 1:15 PM
To: jacquierabinowitz@gmail.com
Cc: epshapiro@rogers.com; jasons@rogers.com; maryanne
Subject: Re: Chattel Mortgage Clonsilla (Autoloans)

Yes, this is fine. all good

On Thu, Nov 30, 2023 at 12:36 PM <jacquierabinowitz@gmail.com> wrote:

Hi,

I have drafted the attached. Please review and confirm this is ok. There is no mention of the fact that monthly payments are coming directly to me and I am returning the HST to you for submission, I'm not sure how to word that.

Once final draft has been confirmed, I will complete them and send them off to you for signature Hugh.

Thanks,

Jacque

--

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 “M”

Daniel Alievsky

From: autoloans2022@gmail.com
Sent: November 30, 2023 2:55 PM
To: 'Hugh Waddell'
Cc: 'maryanne'
Subject: Jacobs Chattel for Signature
Attachments: Chattel Mortgage Clonsilla Tanya & Lionel Jacobs .pdf

Please sign and scan back.

Thank you,
Jacquie

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: **November 30, 2023**

Lessee Name: **Tanya M. Jacobs & Lionel Duane Jacobs**

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Jeep Cherokee Trailhawk VIN: 1C4PJMB53EW187045 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$24,850.42** in consecutive monthly installments of **\$590.54** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **June 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: _____

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor:

HUGH WADDELL

Daniel Alievsky

From: autoloans2022@gmail.com
Sent: November 30, 2023 3:02 PM
To: 'Hugh Waddell'
Cc: 'maryanne'
Subject: Oxana Naimmi Chattel for signature
Attachments: Chattel Mortgage Clonsilla Oxana Naimmi.pdf

Please sign and scan back.

Thanks,
Jacquie

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: **November 30, 2023**

Lessee Name: **Oxana Naimmi**

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Jeep Cherokee Sport VIN: 1C4PJMAS0EW322371 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$27,459.17** in consecutive monthly installments of **\$641.54** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: _____

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor:

HUGH WADDELL

Daniel Alievsky

From: autoloans2022@gmail.com
Sent: November 30, 2023 3:05 PM
To: 'Hugh Waddell'
Cc: 'maryanne'
Subject: Florence Sunday Chattel for signature
Attachments: Chattel Mortgage Clonsilla Florence Sunday.pdf

Please sign and scan back.

Thanks,
Jacquie

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: **November 30, 2023**

Lessee Name: **Florence Sunday**

Lease Contract Submitted For Payment

Lease Vehicle Description:

2016 Nissan Sentra VIN: 3N1AB7AP1GL640284 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$15,317.66** in consecutive monthly installments of **\$357.01** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **17.9%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: _____

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor:

HUGH WADDELL

Daniel Alievsky

From: autoloans2022@gmail.com
Sent: November 30, 2023 3:08 PM
To: 'Hugh Waddell'
Cc: 'maryanne'
Subject: Douglas Everson Chattel for signature
Attachments: Chattel Mortgage Clonsilla Douglas Everson.pdf

Please sign and scan back.

Thank you,
Jacquie

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: **November 30, 2023**

Lessee Name: **Douglas Everson**

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Hyundai Elantra VIN: 5NPDH4AE2EH489314 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$22,915.76** in consecutive monthly installments of **\$547.00** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18.9%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: _____

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor:

HUGH WADDELL

Appendix “N”

Alleyne, Jaylon

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: Thursday, November 30, 2023 4:16 PM
To: autoloans2022@gmail.com
Subject: Fwd: Scanned from a Xerox Multifunction Printer
Attachments: Scanned from a Xerox Multifunction Printer.pdf

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

From: <clonsillaauto@xerox.com>
Date: Thu, Nov 30, 2023 at 3:54 PM
Subject: Scanned from a Xerox Multifunction Printer
To: Clonsilla <clonsillaautosales@cogeco.net>

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:
Device Name: XRX9C934E5C7A88

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

--

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

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Tanya M. Jacobs & Lionel Duane Jacobs

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Jeep Cherokee Trailhawk VIN: 1C4PJMB53EW187045 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$24,850.42** in consecutive monthly installments of **\$590.54** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **June 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Florence Sunday

Lease Contract Submitted For Payment

Lease Vehicle Description:

2016 Nissan Sentra VIN: 3N1AB7AP1GL640284 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$15,317.66** in consecutive monthly installments of **\$357.01** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **17.9%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Oxana Naimmi

Lease Contract Submitted For Payment

Lease Vehicle Description:

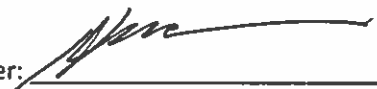
2014 Jeep Cherokee Sport VIN: 1C4PJMAS0EW322371 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$27,459.17** in consecutive monthly installments of **\$641.54** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 
HUGH WADDELL

**AUTOLOANS 4 YOU
71 ORTONA COURT
CONCORD, ON L4K3M2**

Date: November 30, 2023

Lessee Name: Douglas Everson

Lease Contract Submitted For Payment

Lease Vehicle Description:

2014 Hyundai Elantra VIN: 5NPDH4AE2EH489314 (Used)

Fixed Rate Installment Note

The undersigned (and if more than one, jointly and severally) promise to pay to AUTOLOANS 4 YOU The principle sum of: **\$22,915.76** in consecutive monthly installments of **\$547.00** each on the **1st** day of every month commencing **December 1, 2023**, and including the final payment date of **August 1, 2029**.

On which date the balance of said principle sum shall be paid together with interest on the principle amount outstanding from time to time from the date hereof payable monthly on said dates before as well as after default, maturity and judgment at the nominal rate of **18.9%** per annum. Upon default of payment of any installment of principle or interest upon the due date thereof the entire unpaid balance of said principle sum and accrued interest shall immediately become due and payable without notice. All amounts in arrears under this promissory note shall bear interest until paid at the rate specified above. In the event that the dealer defaults for a period of more than 60 days, the lease and the lease receivables will be assigned to AUTOLOANS 4 YOU and all vehicle ownerships will be surrendered forthwith.

926749 ONTARIO LTD. O/A CLONSILLA AUTO SALES

Per: 

HUGH WADDELL

I have the authority to Bind the Corporation

Guarantor: 

HUGH WADDELL

Appendix “O”



Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

Protect Yourself from Fraud

To help protect yourself against fraud and scams, only send money to people and businesses you know and trust, and never send money until you're comfortable with the transaction and the purpose of any requested payment

Please be wary if you are being asked to make payment for any of the following reasons, as these could be signs of a scam:

- For an investment opportunity (i.e. cryptocurrency, stocks, real estate, etc.), particularly where the opportunity sounds too good to be true, requires you to act urgently or hurriedly, or has materialized from unsolicited investment advice
- To help family/friends in an emergency situation, particularly if there is a sense of urgency
- As a romantic gesture, particularly where the recipient is not someone you have met in person
- To help someone who you have only known for a short period of time
- To claim lottery or prize winnings
- To make a deposit or payment on a property

- To secure a job opportunity
- To pay taxes or resolve an immigration matter,
- To help law enforcement or bank employees with investigations
- To obtain a credit card/loan/mortgage

The examples above are not exhaustive. For more information on common scams and how to identify and avoid them, please speak with a Branch Representative or visit www.td.com/ca/en/about-td/privacy-and-security/how-you-can-protect-yourself/protect-yourself/types-of-fraud-and-scams.

Wire payments are final, and once you authorize payment, we may not be able to recover the funds, even if you are the victim of a scam. By signing below, you confirm that you are not being coerced or pressured by a third party in connection with this transaction and have taken appropriate steps to verify the purpose of the payment and the identity of the person or business you are sending this wire payment to.

Appendix “P”

Daniel Alievsky

From: jacquierabinowitz@gmail.com
Sent: December 6, 2023 1:41 PM
To: 'Hugh Waddell'; 'maryanne'
Cc: epshapiro@rogers.com; 'JasonS@rogers.com'
Subject: FW: PPSACanada - 30 Nov 2023 Invoice now available
Attachments: INVOICE-7918-202311-00.pdf

Importance: High

Hi Hugh,

Please see attached invoice from PPSA.

Note I only registered the PPSA's on the lease deals for 1 year to start. I can always renew them next year depending on where we are at with them.

Please etransfer 248.96 to autoloans2022@gmail.com on or before December 20TH as that is the date I have written on the chq I am mailing them today.

Thanks,
Jacquie

-----Original Message-----

From: PPSACanada Billing <billing@ppsacanada.com>
Sent: Saturday, December 2, 2023 9:44 PM
To: JACQUIERABINOWITZ@GMAIL.COM
Subject: PPSACanada - 30 Nov 2023 Invoice now available

Attached is your Invoice in PDF format.

Invoice

=====

Billing Date : 30 Nov 2023
Invoice # : 7918 202311
New Charges : \$248.96
New Balance : \$248.96

If you have any questions about your Invoice please send them to billing@ppsacanada.com.

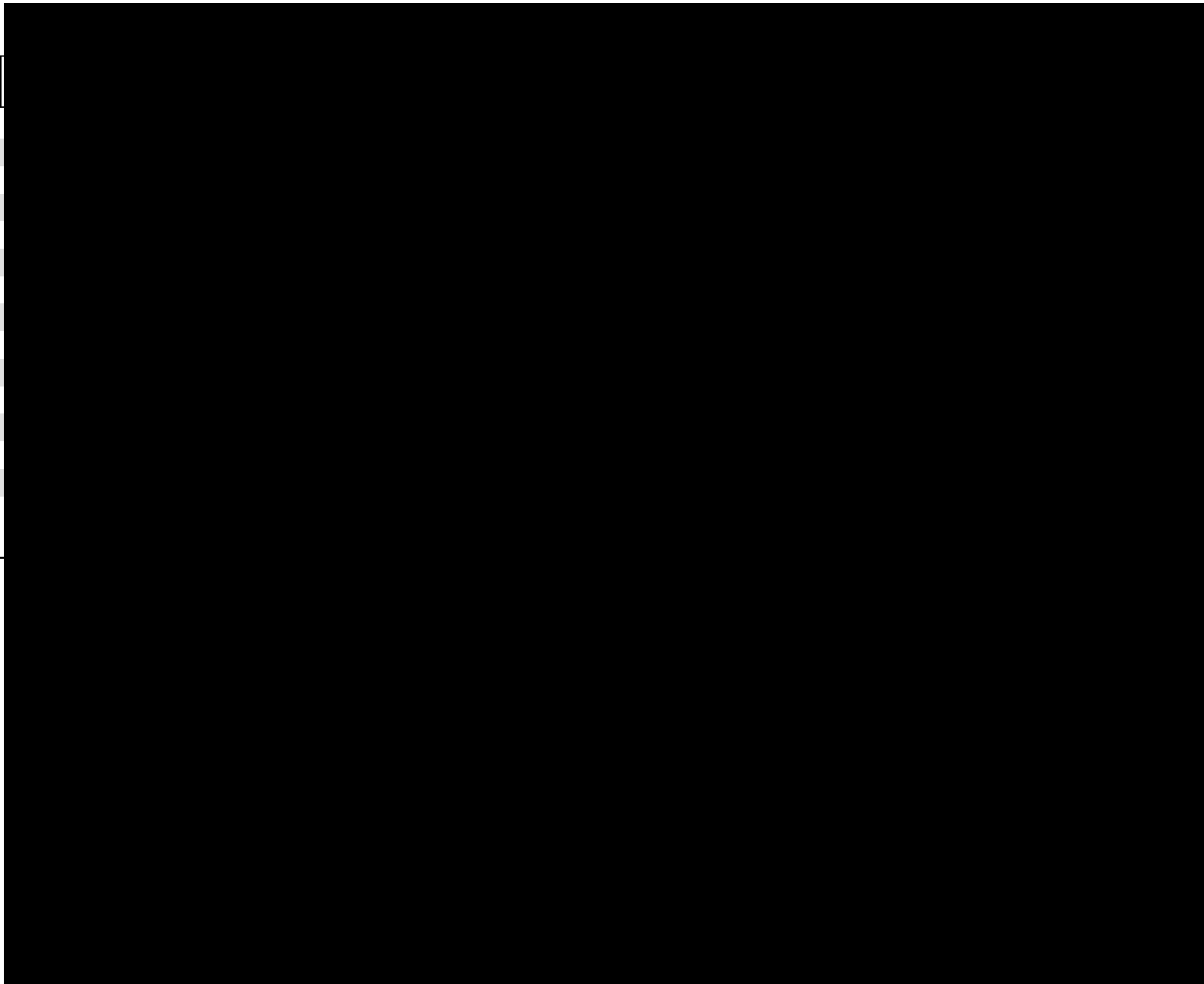
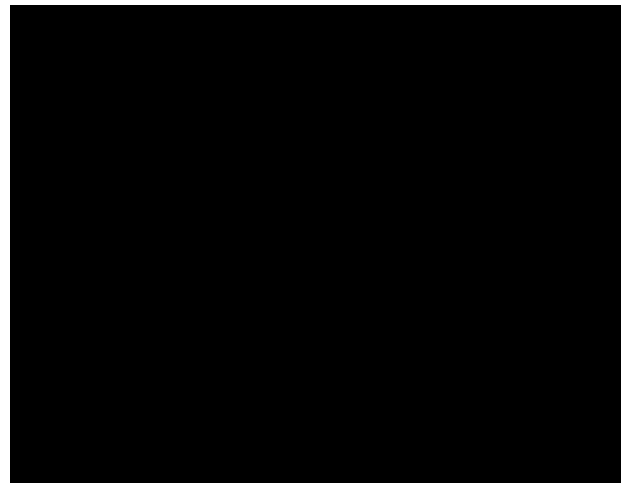
Thank you for using PPSACanada.com !

www.PPSACanada.com



P.O. BOX 251
Chatham ONT
N7M 5K4

JAQSTAN CONSULTING INC. O/A AUTOLOANS 4 YOU
71 ORTONA COURT, 2ND FLOOR
CONCORD, ON L4K3M2
Attn: JACQUIE RABINOWITZ



... Continued on next page

Continued from previous page

	DIS	REG	SRCH	Total
JACQUIE RABINOWIT	1	7	7	15
Total	1	7	7	15

Appendix “Q”

Daniel Alievsky

From: Hugh Waddell <hugh@clonsillaautosales.com>
Sent: December 4, 2023 4:06 PM
To: Paul Shapiro
Subject: Fwd: Scanned from a Xerox Multifunction Printer
Attachments: Scanned from a Xerox Multifunction Printer.pdf

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

From: <clonsillaauto@xerox.com>
Date: Mon, Dec 4, 2023 at 4:02 PM
Subject: Scanned from a Xerox Multifunction Printer
To: Clonsilla <clonsillaautosales@cogeco.net>

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:
Device Name: XRX9C934E5C7A88

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

--

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

ACCOUNTING PROBLEM SECTION 1

PAGE 1

	LENDER	Lease #	Expiry Date	#months pd after expiry to end of July 2023	PAYMENT	Total Overpay
3-expired	EC	2312	Dec-22	7	708.44	4,959.08
3-expired	EC	2331	May-23	2	494.68	989.36
3-expired	EC	2332	May-23	2	557.83	1,115.66
3-expired	EC	2339	Dec-22	7	491.18	3,438.26
3-expired	EC	2345	Nov-22	8	304.16	2,433.28
3-expired	EC	2347	Dec-22	7	568.11	3,976.77
3-expired	EC	2360	Dec-22	7	532.96	3,730.72
3-expired	EC	2368	Nov-22	8	586.32	4,690.56
3-expired	EC	2401	Dec-22	7	802.99	5,620.93
3-expired	EC	2402	Nov-22	8	536.42	4,291.36
3-expired	EC	2403	May-23	2	661.70	1,323.40
3-expired	EC	2404	Nov-22	8	578.03	4,624.24
3-expired	EC	2408	Jun-22	13	595.80	7,745.40
3-expired	EC	2409	Nov-22	8	445.58	3,564.64
3-expired	EC	2410	Jun-22	13	679.75	8,836.75
3-expired	EC	2415	Jun-22	13	920.89	11,971.57
3-expired	EC	2416	Jun-22	13	424.72	5,521.36
3-expired	EC	2422	May-23	2	822.30	1,644.60
3-expired	EC	2434	Jun-22	13	733.96	9,541.48
3-expired	EC	2441	Jun-22	13	1,061.16	13,795.08
3-expired	EC	2451	Jun-22	13	733.96	9,541.48
3-expired	EC	2455	Nov-22	8	1,233.81	9,870.48
3-expired	EC	2465	Jun-22	13	896.50	11,654.50
3-expired	EC	2466	Jun-22	13	980.46	12,745.98
3-expired	EC	2480	Jun-22	13	637.68	8,289.84
3-expired	EC	2484	Nov-22	8	785.57	6,284.56
3-expired	EC	2487	Jun-22	13	983.39	12,784.07
3-expired	EC	2497	Jun-22	13	608.57	7,911.41
3-expired	EC	2503	Jun-22	13	598.51	7,780.63
3-expired	EC	2518	Jun-22	13	805.38	10,469.94
3-expired	EC	2519	Jun-22	13	393.95	5,121.35
3-expired	EC	2533	May-23	2	637.23	1,274.46
3-expired	EC	2548	Dec-22	7	798.51	5,589.57
3-expired	EC	2556	Jun-22	13	945.57	12,292.41
3-expired	EC	2557	Jun-22	13	717.08	9,322.04
3-expired	EC	2559	Jun-22	13	1,059.05	13,767.65
3-expired	EC	2579	Jun-22	13	339.77	4,417.01
3-expired	EC	2581	Jun-22	13	1,008.20	13,106.60
3-expired	EC	2582	Jun-22	13	619.13	8,048.69
3-expired	EC	2593	Jun-22	13	403.47	5,245.11
3-expired	EC	2611	Jun-22	13	1,261.01	16,393.13
3-expired	EC	2612	Jun-22	13	488.77	6,354.01
3-expired	EC	2614	May-23	2	765.28	1,530.56
3-expired	EC	2617	Dec-22	7	693.66	4,855.62
3-expired	EC	2642	Jun-22	13	625.60	8,132.80
3-expired	EC	2651	Jun-22	13	796.49	10,354.37
3-expired	EC	2655	Jun-22	13	980.48	12,746.24
3-expired	EC	2683	Jun-22	13	1,198.54	15,581.02
3-expired	EC	2684	Jun-22	13	1,061.76	13,802.88

	LENDER	Lease #	Expiry Date	#months pd after expiry to end of July 2023	PAYMENT	Total Overpay
3-expired	EC	2701	Jun-22	13	419.71	5,456.23
3-expired	EC	2713	Jun-22	13	628.31	8,168.03
3-expired	EC	2717	Jun-22	13	292.39	3,801.07
3-expired	EC	2720	Jun-22	13	907.65	11,799.45
3-expired	EC	2724	Jun-22	13	1,106.34	14,382.42
3-expired	EC	2732	Jun-22	13	855.43	11,120.59
3-expired	EC	2756	Jun-22	13	845.03	10,985.39
3-expired	EC	2758	Jun-22	13	953.52	12,395.76
3-expired	EC	2762	Jun-22	13	1,166.80	15,168.40
3-expired	EC	2768	Jun-22	13	808.49	10,510.37
3-expired	EC	2782	Jun-22	13	682.49	8,872.37
3-expired	EC	2794	Jun-22	13	1,083.51	14,085.63
3-expired	EC	2801	Jun-22	13	1,195.75	15,544.75
					46,509.78	511,373.37

SECTION # 2

expired	EC	1178	May-22	14	464.94	6,509.16
expired	EC	1186	May-22	14	425.14	5,951.96
expired	EC	1216	Jul-22	12	372.03	4,464.36
expired	EC	1235	Jul-22	12	633.12	7,597.44
expired	EC	1239	Aug-22	11	554.77	6,102.47
expired	EC	1282	Sep-22	10	498.94	4,989.40
expired	EC	1288	May-22	14	515.58	7,218.12
expired	EC	1315	Oct-22	9	545.87	4,912.83
expired	EC	1317	Oct-22	9	354.65	3,191.85
expired	EC	1339	Nov-22	8	642.26	5,138.08
expired	EC	1346	Nov-22	8	539.29	4,314.32
expired	EC	1349	Nov-22	8	855.70	6,845.60
expired	EC	1353	Dec-22	7	517.86	3,625.02
expired	EC	1355	Jun-22	13	401.85	5,224.05
expired	EC	1356	Dec-22	7	525.55	3,678.85
expired	EC	1377	Dec-22	7	359.77	2,518.39
expired	EC	1390	Jan-23	6	581.60	3,489.60
expired	EC	1398	Oct-22	9	556.77	5,010.93
expired	EC	1402	Aug-22	11	502.26	5,524.86
expired	EC	1407	Feb-23	5	487.80	2,439.00
expired	EC	1411	Feb-23	5	449.12	2,245.60
expired	EC	1416	Feb-23	5	459.89	2,299.45
expired	EC	1417	Aug-22	11	402.13	4,423.43
expired	EC	1431	Jun-22	13	349.24	4,540.12
expired	EC	1440	Mar-23	4	565.17	2,260.68
expired	EC	1449	Oct-22	9	353.46	3,181.14
expired	EC	1455	Feb-23	5	699.61	3,498.05
expired	EC	1457	Apr-23	3	359.64	1,078.92
expired	EC	1459	Apr-23	3	523.41	1,570.23
expired	EC	1471	Apr-23	3	578.99	1,736.97
expired	EC	1477	May-23	2	463.54	927.08
expired	EC	1478	May-22	14	399.88	5,598.32
expired	EC	1479	May-22	14	339.68	4,755.52

			Expiry	#months pd after expiry to end of		
	LENDER	Lease #	Date	July 2023	PAYMENT	Total Overpay
expired	EC	1481	May-22	14	364.19	5,098.66
expired	EC	1482	Nov-22	8	466.92	3,735.36
expired	EC	1485	May-22	14	388.30	5,436.20
expired	EC	1486	May-23	2	564.24	1,128.48
expired	EC	1490	May-22	14	510.77	7,150.78
expired	EC	1496	Nov-22	8	464.32	3,714.56
expired	EC	1497	May-23	2	562.81	1,125.62
expired	EC	1503	May-23	2	526.96	1,053.92
expired	EC	1505	May-22	14	699.94	9,799.16
expired	EC	1508	May-22	14	506.78	7,094.92
expired	EC	1510	Dec-22	7	455.26	3,186.82
expired	EC	1514	Jun-23	1	626.59	626.59
expired	EC	1515	Jun-22	13	575.51	7,481.63
expired	EC	1518	Jun-22	13	693.93	9,021.09
expired	EC	1519	Jun-23	1	444.14	444.14
expired	EC	1523	Jan-23	6	382.89	2,297.34
expired	EC	1528	Jul-22	12	347.59	4,171.08
expired	EC	1543	Jan-23	6	566.83	3,400.98
expired	EC	1544	Jul-22	12	507.87	6,094.44
expired	EC	1545	Jan-23	6	330.76	1,984.56
expired	EC	1553	Feb-23	5	407.26	2,036.30
expired	EC	1565	Feb-23	5	454.87	2,274.35
expired	EC	1566	Feb-23	5	566.82	2,834.10
expired	EC	1576	Mar-23	4	447.13	1,788.52
expired	EC	1580	Sep-22	10	456.33	4,563.30
expired	EC	1588	Jun-22	13	307.91	4,002.83
expired	EC	1590	Sep-22	10	612.35	6,123.50
expired	EC	1594	Apr-23	3	531.75	1,595.25
expired	EC	1598	Oct-22	9	455.14	4,096.26
expired	EC	1603	Apr-23	3	473.16	1,419.48
expired	EC	1609	Apr-23	3	410.65	1,231.95
expired	EC	1611	Oct-22	9	300.41	2,703.69
expired	EC	1613	May-23	2	394.08	788.16
expired	EC	1621	May-22	14	347.55	4,865.70
expired	EC	1624	May-23	2	485.15	970.30
expired	EC	1635	Dec-22	7	353.27	2,472.89
expired	EC	1642	Dec-22	7	341.99	2,393.93
expired	EC	1648	Feb-23	5	418.92	2,094.60
expired	EC	1653	Jan-23	6	473.84	2,843.04
expired	EC	1662	Jan-23	6	449.16	2,694.96
expired	EC	1664	Nov-22	8	342.68	2,741.44
expired	EC	1665	Jan-23	6	557.97	3,347.82
expired	EC	1675	Feb-23	5	495.62	2,478.10
expired	EC	1677	Feb-23	5	247.02	1,235.10
expired	EC	1680	Feb-23	5	432.22	2,161.10
expired	EC	1682	Feb-23	5	307.67	1,538.35
expired	EC	1699	Mar-23	4	358.02	1,432.08
expired	EC	1715	Apr-23	3	564.97	1,694.91
expired	EC	1729	Apr-23	3	243.36	730.08

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	LENDER	Lease #	Expiry Date	#months pd after expiry to end of July 2023	PAYMENT	Total Overpay
expired	EC	1730	Apr-23	3	413.61	1,240.83
expired	EC	1733	Oct-22	9	319.83	2,878.47
expired	EC	1735	Apr-23	3	397.62	1,192.86
expired	EC	1744	May-23	2	553.34	1,106.68
expired	EC	1753	Sep-22	10	299.87	2,998.70
expired	EC	1754	Nov-22	8	443.84	3,550.72
expired	EC	1755	May-23	2	476.61	953.22
expired	EC	1757	Nov-22	8	326.17	2,609.36
expired	EC	1765	May-22	14	339.35	4,750.90
expired	EC	1772	May-23	2	526.59	1,053.18
expired	EC	1773	Jun-22	13	231.74	3,012.62
expired	EC	1775	Jun-23	1	367.44	367.44
expired	EC	1777	Dec-22	7	544.03	3,808.21
expired	EC	1782	Jun-23	1	456.02	456.02
expired	EC	1783	Jun-22	13	420.08	5,461.04
expired	EC	1784	Jun-23	1	472.27	472.27
expired	EC	1788	Dec-22	7	388.61	2,720.27
expired	EC	1792	Jun-22	13	392.86	5,107.18
expired	EC	1798	Jun-23	1	324.86	324.86
expired	EC	1807	Jul-22	12	314.00	3,768.00
expired	EC	1825	Aug-22	11	294.91	3,244.01
expired	EC	1837	Feb-23	5	407.23	2,036.15
expired	EC	1859	Aug-22	11	337.07	3,707.77
expired	EC	1864	Aug-22	11	346.09	3,806.99
expired	EC	1878	May-22	14	496.71	6,953.94
expired	EC	1884	Apr-23	3	374.52	1,123.56
expired	EC	1891	Apr-23	3	376.42	1,129.26
expired	EC	1926	May-23	2	379.63	759.26
expired	EC	1942	Jun-22	13	334.71	4,351.23
expired	EC	1958	Jan-23	6	350.00	2,100.00
expired	EC	1990	Feb-23	5	324.72	1,623.60
expired	EC	1996	Mar-23	4	306.30	1,225.20
expired	EC	2018	Mar-23	4	352.69	1,410.76
expired	EC	2019	Apr-23	3	364.96	1,094.88
expired	EC	2036	Apr-23	3	389.99	1,169.97
expired	EC	2047	Apr-23	3	251.40	754.20
expired	EC	2081	Jun-23	1	354.60	354.60
expired	EC	2293	May-23	2	163.16	326.32
					52,717.23	377,064.75

99,227.01 888,438.12

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
		HQWTVJ REPORT OF THE RECEIVER
		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: dkharland@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 <i>BANKRUPTCY AND INSOLVENCY ACT</i> , R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE <i>COURTS OF JUSTICE ACT</i>		
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
		RESPONDING MOTION RECORD OF THE RECEIVER
		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: dkharland@tgf.ca Tel: 416 304-1616 Counsel for the Receiver, Deloitte Restructuring Inc. in its capacity as Court-appointed Receiver