

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

FIREPOWER DEBT GP INC., AS AGENT

Applicant

and

THEREDPIN, INC. and THEREDPIN.COM REALTY INC.

Respondents

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

**RESPONDING MOTION RECORD OF  
DENNISE PACCIONE AND MICHEAL SOTOADEH  
REPRESENTATIVES OF THE FORMER AGENTS OF  
THEREDPIN.COM REALTY INC.**

**(Returnable October 22, 2018)**

September 19, 2018

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# INDEX

## INDEX

<b>Tab</b>	<b>Description</b>	<b>Page No.</b>
1	Affidavit of Tarik Gidamy sworn September 19, 2018	1-7
2	Affidavit of Dennise Paccione sworn September 19, 2018	8-15
A	Exhibit "A": Order of Justice Chiappetta dated September 11, 2018	16-20
B	Exhibit "B": Paccione contract, July 1, 2015	21-34
C	Exhibit "C": Text message between Paccione and Murdock, January 27, 2017	35
D	Exhibit "D": Confirmation of Co-operation and Representation form	36-39
E	Exhibit "E": Copy of MLS Rules and Regulation	40-41
F	Exhibit "F": Copy of Paccione Trade Record Sheets	42-44
G	Exhibit "G": Copies of Electronic Funds Transfer ("EFT") payment slips from RBC	45-47

**1**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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FIREPOWER DEBT GP INC., AS AGENT

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THEREDPIN, INC. and THEREDPIN.COM REALTY INC.

Respondents

**AFFIDAVIT**

I, Tarik Gidamy, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the founders of the respondents, TheRedPin, Inc. and TheRedPin.com Realty Inc. (“TRP Realty”), and as such I have knowledge of the matters to which I hereinafter depose.

**Background**

2. I was one of the individuals who incorporated the respondents in order to create a real estate brokerage driven by technological advances. Our goal was to be able to operate in a more efficient matter through technology, and in turn to pass those savings on to our clients.

3. In 2010, the respondents were incorporated. Eventually, I became a shareholder, officer and director of both respondents. I continue to hold shares in both companies. I am no longer an officer or director of either company.



4. Until May 2017, I was also “Broker of Record” of TRP Realty, which was the operating company that provided real estate brokerage services.

5. It was my job to set up and run the business. I continued as Broker of Record until May, 2017.

Agents’ Independent Contractor Agreements

6. When TRP Realty began its operations, I was directly involved in hiring our agents.

7. I am familiar with the “Sales Representative Independent Contractor’s Agreement” appended as Exhibit “N” to the Receiver’s Second Report (the “Contractor’s Agreement”). While this exhibit in the Receiver’s report is dated February 1, 2018, it is similar to the other independent contractor agreements that TRP Realty would have entered into with TRP Agents when I was Broker of Record.

8. The Contractor’s Agreements provide that TRP Realty is entitled to a balance of commission on closing, after the agent is paid.

9. I always understood that the money paid to TRP Realty on the closing of a transaction in respect of a commission entitlement under the Contractor’s Agreements did not belong in its entirety to TRP Realty, even though such funds would have to be deposited into an account in the name of TRP Realty.

10. Rather, TRP Realty’s entitlement on closing in respect of a commission was only to the extent of its share as set out in the Contractor’s Agreement with a TRP Agent. The remainder of the commission would be paid to the TRP Agent.

## The Bank Accounts

11. I set up the initial banking structure for TRP Realty. The banking structure was guided by statutory and regulatory requirements imposed on TRP Realty by regulators, and by the structure of the business. Initially, I set up three accounts, all with Toronto-Dominion Bank:

- (a) first, a real estate trust account (the "Real Estate Trust Account"). Under the *Real Estate and Business Brokers Act* (the "Act"), real estate brokerages are required to maintain a trust account where deposits provided by buyers are deposited. The Real Estate Trust Account served this purpose;
- (b) second, a commissions account (the "Commissions Account"). Briefly, the Commissions Account was where money that had to be paid for commissions, and belonged to other parties as per agreements, was deposited. I will describe this account in more detail in the next few paragraphs of this affidavit; and
- (c) third, an operating account (the "Operating Account"). The Operating Account was used to pay TRP Realty's day-to-day expenses and costs, including payroll and overhead. Money in the Operating Account belonged to TRP Realty.

12. My recollection is that all three accounts were set up at or around the same time.

13. When the three accounts were set up, I had signing authority on all three. I received bank statements and reconciliations from all three accounts on a regular basis.

14. Service fees in respect of all three accounts were only ever supposed to be paid from the Operating Account. I recall early after the bank accounts were set up that an error was made and service fees were deducted from the Real Estate Trust Account. We immediately had TD fix this error. Thereafter, at no point, to the best of my recollection, were any banking fees deducted from the Commissions Account or the Real Estate Trust Account. Similarly, neither the Commissions Account nor the Real Estate Trust Account bore interest.

15. Funds in the Commissions Account and the Real Estate Trust Account that TRP Realty was obliged to pay out to other parties did not belong to TRP Realty as per agreements and trade records. TRP Realty could only make use of money to its credit in the Commissions Account when it was transferred into the Operating Account.

16. Eventually, the Commissions Account was moved from TD Bank to Comerica Bank of Canada. Nevertheless, throughout my time at TRP Realty, the manner and purpose for which these accounts were set up did not change.

17. I am aware that at paragraph 27(b) of the Receiver’s Second Report on this matter, an individual named Keith McSpurren, described as the “CEO of the Debtors from June 2017 to June 2018” comments on his view of the Commissions Account during his time as CEO, including the statement that “he [did not] open any trust accounts”.

18. I note that Mr. McSpurren was never Broker of Record for any of the respondents, and thus, would have different duties and obligations to the TRP Agents than I did as Broker of Record.

The Flow of Funds

19. The Receiver’s Second Report at paragraph 30 accurately sets out the flow of funds on transactions, other than when TRP Realty was a listing agent, and there was a balance to the seller, it would be paid directly from the Real Estate Trust Account.

20. Funds paid into the Commissions Account in respect of commissions were:

- (a) only deposited to the Commissions Account when a transaction closed, or transaction milestone, was achieved;
- (b) deposited to the Commissions Account to be disbursed to the credit of a specific agent or agents in respect of a specified transaction;
- (c) deposited to the Commissions Account with no expectation that TRP Realty could make use of those funds in the course of its business, unless and until paid from the Commissions Account to the Operating Account, as per its usual business practice; and
- (d) deposited to the Commissions Account in accordance with TRP Realty's obligations and the particular TRP Agent's entitlement as set out in the Contractor's Agreement.

21. The reason why the funds, including those owing to the TRP Agents, were paid to the Commissions Account (which was in TRP Realty's name) rather than directly to the agents is because every agent must be licensed and paid through their brokerage, in this case, TRP Realty.

#### TRP's Documents


22. I am aware that TRP Realty would deliver to each TRP Agent a trade record sheet on the "going firm" of a transaction. The trade record sheet would set out information in respect of the transaction, including the specific commission split between the various agents entitled to a commission through TRP Realty. The trade record sheet would specifically state that "it is understood between all parties that this agreement shall constitute a Commission Trust Agreement as set out in the contract".


23. I am aware that in the Receiver’s Second Report, it is noted that the “Commission Trust Agreement” language excerpted above was part of standard or default language set out in our software brokerWOLF. Whether this is true or not, I have no idea. What I do know is that the software was highly customizable.

24. In addition, I signed literally thousands of trade record sheets, and never questioned this phrase.

25. Lastly, when Electronic Funds Transfer payments or cheques were made to TRP Agents, they were reflected as being made from an account that was recorded as a trust account. This accorded with my view as to how the business was being run.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on September 19, 2018

  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

}   
\_\_\_\_\_  
TARIK GIDAMY

J. Gidamy

**FIREPOWER DEBT GP INC., AS AGENT**  
Applicant

-and- **THEREDPIN, INC. et al.**  
Respondents

Court File No. CV-18-59964400CL

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

**PROCEEDING COMMENCED AT**  
**TORONTO**

**AFFIDAVIT of TARIK GIDAMY**

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Lawyers for the TRP Agents

RCP-E 4C (May 1, 2016)

**2**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

FIREPOWER DEBT GP INC., AS AGENT

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THEREDPIN, INC. and THEREDPIN.COM REALTY INC.

Respondents

**AFFIDAVIT**

I, Dennise Paccione, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am a real estate agent, duly licensed by the Real Estate Council of Ontario (“RECO”).
2. As set out below, prior to June 14, 2018, I contracted to provide my real estate services to the respondent, TheRedPin.com Realty Inc. (“TRP Realty”), and as such have knowledge of the matters to which I hereinafter depose.
3. In addition, by Order of the Honourable Justice Chiappetta, dated September 11, 2018, I, along with Michael Sotoadeh, was appointed as a representative of a class of individuals consisting of all real estate agents who contracted with TRP Realty for the provision of realtor services prior to June 14, 2018 (collectively, the “TRP Agents” and each, a “TRP Agent”), in respect of the TRP Agents’ entitlement to certain commissions at issue on this motion. Now shown to me and marked as Exhibit “A” to my affidavit is a copy of the Order of Justice Chiappetta dated September 11, 2018.



4. At the outset of this affidavit, I wish to impress upon this Court that being a real estate agent is a time-consuming and involved profession. My clients typically want to discuss transactions with me during evenings and weekends—i.e., at the time when most professionals are able to spend time with their friends or families.

5. Further, the real estate boom in the Greater Toronto Area over the last fifteen years has resulted in the proliferation of real estate agents. The real estate market is therefore highly competitive, and agents have to work constantly to ensure they are providing value to their clients.

6. At issue on this motion is how certain commissions owed to me will be treated. In this affidavit, where I refer to “my commissions”, I am referring to the net commission to be paid to me, not the gross, from which I acknowledge there may be certain other payments to be made.

7. My commissions comprise the remuneration to which I believe I am fairly entitled for my work. I earned these commissions through my hard work and diligence. If not for the financial difficulties of TRP Realty, the particulars of which are not known to me, I would have been paid these commissions. In no case would my commissions have been used to run TRP Realty’s business, or pay its debts.

8. The work required to find clients and close transactions is done by agents, not by the brokerages with which the agents are associated.

#### My Relationship with TRP Realty

9. I first began working with TRP Realty on July 22, 2013 as an employee.

10. On July 1, 2015, I entered into a “Sales Representative Independent Contractor’s Agreement” with TRP Realty. Now shown to me and marked as Exhibit “B to my affidavit is a copy of my initial contract with TRP Realty (the “Contract”).

11. The Contract I had with TRP Realty set out that I would be paid a commission in respect of real estate deals I transacted through TRP Realty. The quantum of the commission varied according to a number of factors, including whether the client was deemed a “VIP Client” with TRP Realty, how the client was acquired by me, whether the transaction was a sale, lease, pre-construction deal, or other factors.

12. The specific language in my Contract in respect of commissions included the following:

The Company [TRP Realty] will pay out the commissions listed in this section on all deals executed though [sic] the Company provided the Company receive [sic] a minimum of \$500 per executed deal to cover administration costs, unless otherwise indicated in this section.

13. When I negotiated my initial Contract with TRP Realty, I recall generally discussing with Tarik Gidamy, who was then the Broker of Record, that the basic structure of my Contract was that I would be paid the commissions I earned on closed sales, and TRP would be paid a portion of my commission.

14. My Contract, and my discussions with Tarik, impressed upon me that the commissions owed to me were *my* money, and did not belong to anyone else. For instance, unlike when I was an employee, my Contract provided that I was to remit taxes, employment insurance, Canada Pension Plan Contributions, workers compensation payments, and other statutorily-prescribed remittances from my commissions.

15. My Contract was re-negotiated two other times – June 1, 2016 and February 1, 2017. In both of these contracts, my commission entitlement was unchanged.

16. During the negotiations with TRP Realty leading to my February 1, 2017 Contract, I was advised by Tarik Gidamy and Kyle Murdock, who was the Vice President of Sales for TRP Realty, that TRP Realty may be obtaining further funding from external parties. I asked Kyle to confirm that any new funding would not impact my commissions. Kyle told me by way of text message that he had discussed this with Tarik, and both confirmed that my commission would be paid to me in priority to anything owed to investors or creditors. Now shown to me and marked as Exhibit “C” to my affidavit is a copy of my text message exchange with Kyle Murdock on January 27, 2017.

17. I can also advise that in the course of preparing this affidavit, I have discussed my contract situation with 37 other real estate agents who are part of the TRP Agent group that retained Adair Goldblatt Bieber LLP on this matter. I can advise that I believe all of our group had the same or similar language in our contracts, and in any event, all of us understood that the commissions we were to be paid on these matters were *ours*.

18. From a payment mechanism perspective, I understood that in all cases, on closing, the money to which I was entitled would be transferred into a specific bank account designated by TRP Realty, and more completely described below.

19. At no point did I ever consider my commissions the property of TRP Realty. I equally believe that at no point did anyone at TRP Realty ever consider my commissions their property. In no way could TRP Realty ever have made use of my commissions, which were always owed and payable to me. In every case, once a real estate transaction closed, I expected my Contract would

be honoured, and TRP Realty would pay the commission owing, as set out under my Contract. Indeed, prior to the matters at issue in this litigation, it always did.

The Documents Reflect the Existence of a Trust

20. While I understand that a “trust” is a legal concept, during my time at TRP Realty, both the TRP Agents and TRP management used the word “trust” to describe how TRP Realty held our funds, and more generally, the nature of the flow of funds where agents were owed money.

21. For instance, when I was the agent for a buyer in a real estate transaction, I was what was described as acting for a “co-operating brokerage”. In laymen’s terms, that would mean that my commission was not being paid to me by my client, but rather out of the sale proceeds that were being transferred from the seller/vendor.

22. In such a circumstance, documents were explicit that the listing (seller) brokerage could not refuse to honour my commission, and was holding my commission in trust. This agreement was reflected in the Ontario Real Estate Association (“OREA”) standard form “Confirmation of Co-operation and Representation” form, which set out the following:

*COMMISSION TRUST AGREEMENT:* If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS rules and regulations pertaining to commission trusts of the Listing Brokerage’s local real estate board, if the local board’s MLS rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. **The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-Operating Brokerage under the terms of the applicable MLS rules and regulations.** (emphasis added)

A copy of the standard form Confirmation of Co-operation and Representation form is now shown to me and marked as Exhibit "D" to my affidavit.

23. Such terms are industry standard, as reflected by the fact that they are found in the OREA standard form. While this document would be signed by the agents in the transaction, not TRP's Broker of Record, the form makes clear that in signing it, the agents are signing on behalf of the brokerage and are authorized to bind it.

24. In addition, I am aware that Article 13 of the MLS Rules & Regulations contains a similar rule, in effect requiring that the funds paid to a listing brokerage be impressed with a trust in favour of the co-operating brokerage. A copy of MLS Rules and Regulation, Article 13 is now shown to me and marked as Exhibit "E" to my affidavit.

25. Accordingly, the discussion of funds being held in "trust" was a well known dynamic within our industry .

26. Just as the funds being paid by a listing brokerage to a co-operating brokerage was discussed and referenced as a "trust", so were entitlements from TRP Realty to the agents.

27. In particular:

- (a) when an agreement of purchase and sale had "gone firm" (i.e., when buyer and seller had waived all conditions), I would be provided by TRP Realty with a trade record sheet, setting out information in respect of the transaction and the specific commission split between the agents entitled to the commission. The trade record sheet would specifically state that "it is understood between all parties that this agreement shall constitute a Commission Trust Agreement as set out in the

contract”. Now shown to me and marked as Exhibit “F” to my affidavit is a copy of some of two of my trade record sheets provided to me by TRP Realty.

The trade record sheets were signed both by the Broker of Record, and by the TRP Agent to whom the commission was owed.

The trade record sheets required the agents and the Broker of Record to certify that “to the best of my knowledge the above information is correct”.

- (b) When TRP Realty paid me my commissions, they were historically paid to me from an account with RBC, which was referenced on the payment documents as the “RBC-Commission Trust [Account].” Now shown to me and marked as Exhibit “G” to my affidavit are copies of Electronic Funds Transfer (“EFT”) payment slips from RBC reflecting this designation.

I am aware that at some point in 2018, the EFT statements were changed to reflect that they were being paid from an account designated only as the “RBC Commission [Account]”. I have no idea when exactly this change was made, or why. Certainly, no one from TRP Realty ever suggested that this was a substantive change in the nature of my relationship with it.

- (c) I am aware that in the Receiver’s Report, the Receiver has appended at Tab O a commission cheque, which appears to also have the notation “Commission Trust” on it.

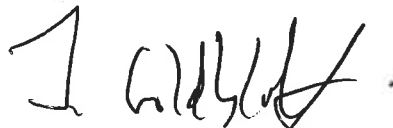
28. At all times, I believed that the funds that I earned as commissions as set out under my Contract belonged and were to be paid to me, and only me, and were only held by TRP Realty to facilitate that transfer of funds.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on .....19..... 8/16, 2018

  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

}   
\_\_\_\_\_

**DENNISE PACCIONE**



A



This is Exhibit <sup>"A"</sup> referred to in the affidavit of Dennise Paccione sworn before me this 19<sup>th</sup> day of September, 2018.

Court File No. CV-18-59964400CL



*[Signature]*  
A COMMISSIONER FOR TAKING AFFIDAVITS  
**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
*[Signature]*

THE HONOURABLE ) TUESDAY, THE 11TH  
JUSTICE Chiappetta. ) DAY OF SEPTEMBER, 2018

BETWEEN:

(Court Seal)

FIREPOWER DEBT GP INC., AS AGENT  
Applicant

and

THEREDPIN, INC. and THEREDPIN.COM REALTY INC.  
Respondents

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

**ORDER**

THIS MOTION, brought by thirty-eight real estate agents formerly providing services to TheRedPin.com Realty Inc. ("TRP Realty"), as set out at Schedule "A" to the Notice of Motion, in respect of an order appointing Dennise Paccione and Michael Sotoadeh as representative agents of all real estate agents who contracted with TRP Realty for the provision of realtor services prior to June 14, 2018 (collectively the "TRP Agents"), was heard this day at the Court House, 330 University Ave., Toronto, Ontario, M5G 1R7.

ON READING the affidavit of Dennise Paccione, sworn August 15, 2018, and the affidavits of Molly Warwick affirmed August 23, 2018 and September 5, 2018, and on hearing submissions of counsel for the moving parties, and, on being advised by counsel that the motion is proceeding unopposed,

1. THIS COURT ORDERS that service of the herein motion on the TRP Agents is validated.
2. THIS COURT ORDERS that Dennise Paccione and Michael Sotoadeh are hereby appointed as representatives of the TRP Agents (the "Representative TRP Agents") in respect of their entitlement to real estate commissions paid or to be paid to TRP Realty.
3. THIS COURT ORDERS that Adair Goldblatt Bieber LLP shall be appointed as counsel to the Representative TRP Agents ("Representative Counsel").
4. THIS COURT ORDERS that Representative Counsel may rely on and act on the instruction of the Representative TRP Agents in the course of their engagement without further communication from the TRP Agents, except as may otherwise be ordered by this Honourable Court.
5. THIS COURT ORDERS that the Representative TRP Agents, or Representative Counsel on their behalves, are authorized to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order on behalf of the TRP Agents, including, without limitation, by:
  - (a) filing and preparing materials, including any appeal materials, and advancing submissions in respect of a motion determining competing entitlements to the Commissions, currently scheduled to be heard October 22, 2018 (the "Commissions Motion");

- (b) negotiating, as may be appropriate, any resolution to the Commissions Motion; and
- (c) bringing any motion as may be required to advance the interests of the TRP Agents, including (without limiting the generality of the foregoing), a motion directing that the fees, expenses and disbursements incurred by the TRP Agents in respect of the Commissions Motion form a charge against the assets of the Respondents (the "Charge Motion").

6. THIS COURT ORDERS that Representative Counsel shall be entitled to apply to this Court for advice and direction in the discharge or variation of its powers of duties set out under this Order.

7. THIS COURT ORDERS that the Representative TRP Agents shall have no personal liability or obligations as a result of the performance of their duties in carrying out the provisions of this Order, or any subsequent Order in this proceedings, save and except for liability arising out of gross negligence or willful misconduct.

8. THIS COURT ORDERS that no proceeding may be commenced against the Representative TRP Agents or Representative Counsel in respect of the performance of duties under this Order without leave of this Court, and on at least seven days' notice to the Representative TRP Agents or Representative Counsel.

9. THIS COURT ORDERS that a copy of this Order shall be forthwith delivered to all TRP Agents by way of e-mail, and, a copy of this Order shall forthwith be posted on the web-site of the Receiver, MNP Ltd.

10. THIS COURT ORDERS that any TRP Agent who does not wish to be bound by this Order shall notify Representative Counsel by email to [jgoldblatt@agblp.com](mailto:jgoldblatt@agblp.com) by no later than September 21, 2018, and thereafter, shall not be bound by this Order and shall be responsible for representing themselves, personally or through counsel, as an independent individual party to the extent they wish to appear in this proceeding.


11. THIS COURT ORDERS that this Order is without prejudice to the positions to be taken by any party in connection with the Charge Motion that may be brought by the Representative TRP Agents seeking payment of their legal fees, expenses and costs from the property, assets and undertakings of the Respondents and/or seeking a charge over the property, assets and undertakings of the Respondents to secure payment of their legal fees, expenses and costs in priority to the interests of the Respondents' secured creditors.

12. THIS COURT ORDERS that there shall be no Order as to costs, other than as may be determined in respect of the Charge Motion.

  
 \_\_\_\_\_  
 (Signature of Judge)

ENTERED AT / INSCRIT À TORONTO  
 ON / BOOK NO:  
 LE / DANS LE REGISTRE NO:

SEP 11 2018

PER / PAR: 

**FIREPOWER DEBT GP INC., AS AGENT**  
Applicant

-and- **THEREDPIN, INC. et al.**  
Respondents

Court File No. CV-18-59964400CL

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

**PROCEEDING COMMENCED AT**  
**TORONTO**

**ORDER**

**ADAIR GOLDBLATT BIEBER LLP**  
95 Wellington Street West  
Suite 1830, P.O. Box 14  
Toronto ON M5J 2N7

Jordan Goldblatt (50755H)  
Email: [jgoldblatt@agblp.com](mailto:jgoldblatt@agblp.com)  
Tel: 416.920.9777  
Fax: 647.689.2059

Lawyers for the Moving Parties

RCP-E 4C (May 1, 2016)

**B**



**SALES REPRESENTATIVE INDEPENDENT CONTRACTOR'S AGREEMENT**

THIS SALES REPRESENTATIVE INDEPENDENT CONTRACTOR'S AGREEMENT is made and entered into as of July 1, 2015.

Between:

THEREDPIN.COM REALTY INC., a corporation incorporated under the federal laws of Canada

(the "Company")

-and-

Dennise Paccione, an individual resident in the Province of Ontario

(the "Contractor")

This is Exhibit "B" referred to in the affidavit of Dennise Paccione sworn before me, this 1st day of September 2015. J. G. Giddler A COMMISSIONER FOR TAKING AFFIDAVITS

**RECITALS**

WHEREAS the Company has agreed to retain the Contractor to provide the Services described in Section 2 of this Agreement and the Contractor agrees to provide such Services to the Company in accordance with the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES IN CONSIDERATION of the recitals and the mutual covenants contained herein and for other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties acknowledge, the parties hereby agree as follows:

**1. Engagement and Acceptance**

On the terms and conditions herein stated, the Company hereby retains the Contractor to perform the Services for the Company and the Contractor hereby accepts its appointment to provide and carry out the Services to the Company.

**2. Scope of Services**

(a) The Contractor hereby agrees to provide the following services to the company ("the Services"):

Provide realtor services to the Company's clients and potential clients, including without limitation, assisting clients and potential clients search, tour, sell, and negotiate real estate transactions. Such services shall be provided in a timely manner and in accordance with best practices in the industry. The Contractor shall provide the Company with daily updates on all ongoing client matters and potential client leads using the applicable software (Salesforce) and solutions provided by the Company, in accordance with the Company's policies, rules and standards. The Contractor shall also engage in social networking in accordance with the Company's policies, rules and standards.

Office  
416.800.0812

Fax  
416.551.9599

Web  
TheRedPin.com

Address  
5 Church St, Toronto ON M5E 1M2



- (b) If the Contractor is requested by the Company to perform any other services in addition to the Services, the terms and conditions relating to such additional services will be outlined in a separate letter of agreement and negotiated separately and in good faith by the Company and the Contractor.
- (c) The Contractor shall comply with all laws and regulations applicable to the Company and the Contractor as well as rules and policies of the Company.
- (d) The Contractor may provide services to companies and entities other than the Company on the condition that such services do not conflict with or breach the Contractor's obligations to the Company, and provided that such services do not include acting as a real estate agent, and provided that the Contractor notifies the Company of such business endeavours.
- (e) The Contractor will attend all meetings and training seminars as instructed by the Broker of Record, VP of Sales or other Company representative.
- (f) The Company must approve any marketing, advertisement or solicitation for the purpose of branding or obtaining new clients to ensure brand and regulatory compliance. An individual profile page will be provided by the Company.
- (g) The Contractor shall comply with all laws and regulations applicable to the Company and the Contractor as well as rules and policies of the Company, including but not limited to any codes of ethics and business practices set out by law and/or regulation that apply to salespersons engaged in the trade of real estate.
- (h) The Contractor agrees to use their personal vehicle where required to perform the services and will at all times maintain a valid driver's licence and insurance coverage for their vehicle (with a coverage of no less than two million dollars in third party liability).
- (i) The Contractor is responsible to maintain an active RECO license and TREB membership in good standing. The Contractor agrees that he/she is responsible for ensuring that all dues and insurance payments are paid in full and up to date and any other transfer or termination fees prescribed by RECO and/or TREB.

**3. Term**

This Agreement shall commence on **July 1, 2015** (the "Commencement Date") and shall continue in full force and effect unless terminated in accordance with Section 9 (the "Term")

**4. Definitions**

***TheRedPin Clients:***

TheRedPin Clients are defined as those clients who have come through the Company's Web Site, the Company's other referral channels, clients assigned by the Company or who have been otherwise marketed to, referred by, or solicited by the other employees or agents or clients of the Company.

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***Contractors own Clients:***

The Contractors own Clients are defined as those clients who have not come through the Company's Web Site, the Company's other referral channels, clients assigned by the Company or who have not been otherwise marketed to, referred by, or solicited by the other employees or agents or clients of the Company.

***Priority VIP Deals:***

Priority VIP Deals are defined as deals executed for purchases of new developments where the Company has or anticipates special access or pricing prior to the project being launched to the general public. These projects are indicated as Priority VIP Developments on the project page in Salesforce.

***Client Satisfaction Rating:***

Client Satisfaction Rating is defined as the percentage of clients who answer "Yes" to the question: "Would you refer your REALTOR® to a friend or relative?" on the Client Satisfaction Survey.

***TRP Client Referrals:***

A client referred directly to the contractor by a TheRedPin client, who have not come through the Company's Web Site, the Company's other referral channels, clients assigned by the Company or who have not been otherwise marketed to, referred by, or solicited by the other employees or agents or clients of the Company.

***VIP Salesperson:***

A contractor or employee working for the company who deals primarily in VIP, Priority, and Preconstruction real estate sales. At the time of signing this includes Lina Brandao, Giovanni Marsico, and Susan Toughlouian. A list of these contractors and employees can be provided at any time upon request.

**5. Commission**

The Company will pay out the commissions listed in this section on all deals executed though the Company provided the Company receive a minimum of \$500 per executed deal to cover administration costs, unless otherwise indicated in this section. The Contractor agrees that the Company will receive the greater of \$500 or the Company portion of the listed commission split, unless otherwise indicated in this section. The Company shall issue commission cheques each Wednesday for deals closed where final payment was received the previous week. Pre-construction commissions will be paid in accordance with builder's payment schedule. Commissions payable in accordance with this section are based on the date the opportunity is assigned to the Contractor, net of rebate on all firm sales to TheRedPin Clients. In the event of a non-successful completion or adjustment of transaction, commissions will be adjusted accordingly.

***Purchases – TheRedPin Clients Non-VIP Deals***

The Contractor shall be entitled to earn the following commission on purchase deals excluding Priority VIP Deals executed with TheRedPin Clients:

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**Address**  
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30% to the Contractor and 70% to the Company provided the deal is executed within 30 days of the opportunity being assigned to the Contractor;

37.5% to the Contractor and 62.5% to the Company provided the deal is executed within 31 - 90 days of the opportunity being assigned to the Contractor; or

45% to the Contractor and 55% to the Company provided the deal is executed 91 or greater days after the opportunity being assigned to the Contractor.

All timelines are based on the later of the date the opportunity is assigned or the date the opportunity is re-assigned to the Contractor in Salesforce and the date of the executed Agreement of Purchase and Sale.

Pre-Construction transaction commissions will be paid 50% upon receipt of the first installment from the builder and 50% upon receipt of the second installment from the builder.

***Purchases – TheRedPin Client Referrals Non-VIP Deals***

The Contractor shall be entitled to earn the following commission on purchase deals excluding Priority VIP Deals executed with TheRedPin Client Referrals:

45% to the Contractor and 55% to the Company;

Pre-Construction transaction commissions will be paid 50% upon receipt of the first installment from the builder and 50% upon receipt of the second installment from the builder.

***Listings – TheRedPin Clients Non-VIP Deals***

The Contractor shall be entitled to earn the following commission on listing deals executed with TheRedPin Clients:

30% to the Contractor and 70% to the Company;

The Company's standard listing rate is 4.25% or 4.00% if the Client is both listing and purchasing with the Company. Any discounts on listing rates, allowances, or rebates greater than the standard 15% must be approved by the Broker of Record, or VP of sales prior to executing an agreement.

***Priority VIP Deals – TheRedPin Clients***

The Contractor shall be entitled to earn the following commission on listing deals executed with TheRedPin Clients:

25% to the Contractor and 75% to the Company;

Commission will be paid 50% upon receipt of first payment and 50% upon upon closing and receipt of final payment from builder.

***Priority VIP Deals executed by another TheRedPin Sales Representative – TheRedPin Clients***

For each VIP deal that you are involved with where the client relationship belongs to a non-VIP agent the Contractor shall be entitled to earn:

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10% of the total commission to the Contractor

Commission will be paid 50% upon receipt of first payment and 50% upon closing and receipt of final payment from builder.

**Priority VIP Deals executed by another TheRedPin Sales Representative – Contractors Own Clients**

For each VIP deal that you are involved with where the client relationship belongs to a non-VIP salesperson, and the client is not a TheRedPin Client, the Contractor shall be entitled to earn:

\$850 flat fee to the Contractor

**TheRedPin One Deals – TheRedPin Clients**

The Contractor shall be entitled to earn the following commission on deals that qualify for TheRedPin One program:

50% to the Contractor and 50% to the Company;

**Multiple deals by the same Client – TheRedPin Clients Pre-Construction and VIP**

The Contractor shall be entitled to earn the following commission on subsequent deals executed with a client who is returning to the Company to list or purchase after previously both listing and purchasing a property with the Contractor at the Company, excluding Priority VIP deals and Leases:

25% to the Contractor and 75% to the Company;

**Purchases and Listings – Contractors own Clients**

The Contractor shall be entitled to earn the following commission on purchase deals excluding Priority VIP Deals executed with the Contractor's own clients:

80% to The Contractor and 20% to The Company for all non-Priority VIP purchases and listings

Contractors own client deals do not qualify towards a Client Satisfaction Bonus.

The Company's standard listing rate is 4.25% or 4.00% if the Client is both listing and purchasing with the Company. Any discounts on listing rates, allowances, or rebates greater than the standard 15% must be approved by the Broker of Record, or VP of sales prior to executing an agreement.

**Contractors Own Property**

The Contractor shall be entitled to earn the following commission on property owned by the Contractor or the Contractor's spouse:

100% to the Contractor, net of \$500 Administration fee paid to the Company

**Leases**

The Contractor shall be entitled to earn the following commission on leases executed with the Contractor's own clients:

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80% to the Contractor and 20% to the Company, net of minimum \$250 administration fee paid to the Company on all executed leases

***Client Satisfaction Bonus***

In addition to the commissions listed above, the Contractor is eligible to earn a Client Satisfaction bonus each quarter. Client Satisfaction bonuses are based on the average client satisfaction rating at the end of each quarter. If the Contractor receives a minimum of 80% average client satisfaction rating, they will be entitled to:

Additional 5% of total commission earned by the brokerage, net of rebate on all eligible executed deals, executed during the previous fiscal quarter.

The following transactions are not included when calculating the Contractor's eligibility for a Client Satisfaction Bonus: (i) Priority VIP deals, (ii) multiple deals by the same client, (iii) the Contractor's own client deals, (iv) the Contractor's own property deals, (v) leases, and (vi) TheRedPin One deals.

Bonuses are payable in accordance with the Real Estate Council of Ontario's rules and regulations, and are paid within 30 days of receipt of all completed client satisfaction surveys from deals executed in the previous quarter. It is the responsibility of the Contractor to ensure that all Client Satisfaction surveys are completed by the Client. No bonus will be paid if all Client Satisfaction surveys are not completed and submitted to The Company. In the event that all reasonable attempts to receive completed surveys from Clients by the Contractor are unsuccessful, a representative from the Company will make all reasonable efforts to receive a response form the Client. In the event that all reasonable attempts to receive completed surveys from Clients by the Company are unsuccessful, the Company will consider this a "No" response for the purposes of calculating Client Satisfaction bonuses.

**6. Benefits**

Once the Contractor has been in the service of the Company for 3 consecutive months, the Contractor will be eligible to participate in the Company's group benefit plans, as generally available to its Contractors in accordance with the terms applicable for those plans. A copy of the Company's current group health plan will be provided upon eligibility.

Participation in these group benefits plans is mandatory and subject to the meeting the insurer's eligibility criteria. The Contractor is responsible for submitting an enrolment form upon eligibility. The Contractor may be responsible for contributing a portion of the premium fees. The Company reserves the right to discontinue and/or amend any group insurance benefit plan and to modify the co-payment schedule at any time and at its sole discretion and without further notice.

**7. Relationship of the Parties**

The Company and the Contractor specifically agree that the Contractor's relationship with the Company is that of an independent contract. Nothing contained in this Agreement shall be regarded or construed as creating any relationship (Whether by way of employer/employee,

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agency, joint venture, association or partnership) between the parties other than as an independent contractor as set forth herein.

The Contractor shall calculate, withhold and remit all taxes and statutorily required payments including without limitation, all employment insurance contributions, Canada Pension Plan contributions, income tax, workers' compensation payments, employer health tax and any similar or other taxes, amounts or other expenses, in any applicable jurisdiction, owing as a result of the Contractor's receipt of any payments under this Agreement. Payments relating to any of the above shall be the sole responsibility of the Contractor and shall be forwarded by the Contractor as appropriate, directly to the government agencies involved. Proof of compliance with this requirement shall be available to the Company upon request.

It is understood that the Company does not hereby agree to, and is not bound to, exclusively use the Services of the Contractor.

The Contractor shall, except as specifically provided in this Agreement, provide necessary tools, materials and supplies and cover necessary expenses required to perform the Services. The Company shall provide adequate office space and ancillary office supplies required by the Contractor in connection with the provision of the Services. The Contractor shall be responsible for all taxes on monies paid by the Company to the Contractor.

**8. Claims Protection**

The Contractor hereby agrees to indemnify and hold the Company, any of its affiliates (including TheRedPin, Inc. and TheRedpin.com Mortgage Brokerage Inc.) or partners, harmless against any and all claims or actions taken against the Contractor from any previous employment or real estate dealings.

**9. Termination**

- (a) The Contractor may terminate this Agreement for any reason at any time provided that the Contractor gives the Company ten (10) days' prior written notice.
- (b) The Company may terminate this Agreement for any reasons at any time, provided the Company gives the Contractor ten (10) days' prior written notice.
- (c) Either party may terminate this Agreement at any time, without prior written notice or any further obligations, if the other party fundamentally breaches this Agreement.

**10. Suspension of Services**

- (a) If the Company fails to pay the Contractor as required by this Agreement without due cause, the Contractor will be entitled to immediately suspend all activity relating to this Agreement upon delivery of written notice to that effect to the Company, and may pursue any other remedies which it may have at law or under this Agreement.

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- (b) If any dispute arises between the Company and the Contractor with respect to the Contractor's performance of the Services or otherwise under this Agreement, the Contractor and the Company will attempt to resolve such dispute. If such a dispute arises, the Company will not be entitled to withhold timely payment under this Agreement pending resolution of such a dispute. If such payments are made on a timely basis or, if the parties then agree in writing that the payments may be made to an escrow account and are deposited into such an escrow account, the Contractor will not reduce or suspend the Services pending resolution of such a dispute.

### **11. Non-Solicitation**

The Contractor covenants and agrees that while engaged by the Company and for a period of one year following the termination of this Agreement, the Contractor shall not directly or indirectly:

- (a) solicit, attempt to solicit, attempt to retain, induce, call upon or approach any employee, agent or independent contractor of the Company to encourage any such employee to leave the employ of the Company or its subsidiaries;
- (b) hire in any capacity any employee who was employed by the Company, or any agent or independent contractor used by the Company during the term of this Agreement;
- (c) solicit, attempt to solicit, attempt to retain, induce, call upon or approach or attempt to divert from the Company any of the TheRedPin Clients or prospective clients generated and introduced by the Company with whom the Contractor has dealt or any prospective customers or prospects generated and introduced by the Company with whom the Contractor has dealt before the termination of this Agreement, located anywhere where the Company carries on business in order to provide products or services that are competitive with the products or services provided by the Company, without the prior approval of the Company; or
- (d) interfere or attempt to interfere in any way with Company's relationships with any of its suppliers, including without limitation, inducing or attempting to induce any supplier of the Company to change the terms of its dealings with the Company.

### **12. Confidential Information and Intellectual Property**

The Contractor agrees to execute and abide by the Confidentiality and Intellectual Property Assignment Agreement attached to this Agreement as Schedule "A", which is incorporated into and forms an integral part of this Agreement.

### **13. Remedies and Duties**

The Contractor agrees that all restrictions in Sections 11 and 12 are necessary and fundamental to the protection of the Business of the Company and that all such restrictions are reasonable and valid, and the Contractor waives all defences to the strict enforcement thereof by the Company.

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**Address**  
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The Contractor acknowledges that a breach by the Contractor of any of his obligations in Sections 11 or 12 will result in the Company suffering irreparable harm, which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, the Contractor agrees that the Company shall be entitled to interim and permanent injunctive relief without proof of actual damages, specific performance and other equitable remedies, in addition to any other relief to which the Company may become entitled.

#### **14. Company Property**

All items of any kind or nature created or used by the Contractor in the course of his engagement, or otherwise furnished by the Company, and all equipment, credit cards, computers, cellular phones, smart phones, data, books, records, reports, files, notes, manuals, literature, software, confidential information or any other materials belonging to the Company or its customers, or suppliers and in the Contractors' possession or control, shall be surrendered to the Company, in good condition, promptly upon the termination of this Agreement, irrespective of the time, manner or cause of termination. Without limiting the generality of the foregoing, the Contractor shall provide to the Company, a completely list of all clients and prospective clients on which the Contractor was working with and the status of the clients' and prospective clients' files.

#### **15. Other Obligations**

The Contractor's obligations under this Agreement do not restrict any implied obligations that the Contractor owes to the Company at common law, in equity or otherwise.

#### **16. Notices**

Any notice, direction or other communication required or contemplated by any provision of this agreement (a "Notice") will be in writing and given by personal delivery, by registered mail, by electronic mail transmission, by overnight courier or by telecopier and address:

If to the Company:  
5 Church St  
Toronto, ON  
M5E 1M2

Attention: Chief Executive Officer  
Facsimile: 416-551-9599

If to the Contractor:  
Dennise Paccione  
803-127 Queens St. E.  
Toronto ON M5C 1S3

**Office**  
416.800.0812

**Fax**  
416.551.9599

**Web**  
TheRedPin.com

**Address**  
5 Church St, Toronto ON M5E 1M2



Any notice:

- (a) Delivered before 4:30 p.m. local time on a Business Day will be deemed to have been received on the date of delivery and any Notice delivered after 4:30 p.m. local time on a Business Day or delivered on a day other than a Business Day, will be deemed to have been received on the next Business Day.
- (b) Mailed and will be deemed to have been received 72 hours after the date it is postmarked, provided that if the day on which the Notice is deemed to have been received is not a Business Day, then the Notice will be deemed to have been received on the next Business Day.
- (c) Sent by telecopier before 4:30 p.m. local time on a Business Day will be deemed to have been received when the sender receives the answer back confirming receipt by the recipient, provided that any telecopy received after 4:30 p.m. local time on a Business Day or received on a day other than Business Day will be deemed to have been received on the next Business Day.
- (d) Transmitted by electronic mail will be deemed to have been received upon the sender's receipt of acknowledgement from the intended recipient.
- (e) If the Party sending the Notice knows or might reasonably be expected to know that, at the time of sending or within 72 hours thereafter, normal mail service has been disrupted, then the Notice may only be sent (or re-sent) by delivery, overnight courier, electronic mail transmission or telecopier.
- (f) Any Party may change its address for service, its fax number, its e-mail address, the name of the individual to the attention of whom a Notice is to be sent or the person to whom a copy of the Notice is to be sent, by written notice given to the other Parties, in accordance with this Section 14.
- (g) For the purpose of this Agreement, "Business Day" means a day other than Saturday, Sunday or statutory holidays in Ontario;

**17. Entire Agreement and Release of Claims**

This Agreement including the attached Schedule "A" contains the entire agreement between the parties hereto with respect to matters herein and supersedes and replaces all prior agreements and understandings, oral or written, between the Contractor and the Company relating to such matters. The Contractor confirms that he has no outstanding claims of any nature arising out of any prior agreements, arrangements and understandings, and in consideration of the payments contemplated by Section 5 of this Agreement, hereby releases the Company and its affiliates, divisions, subsidiaries, predecessors, successors and assigns current and their respective former officers, directors, employees, agents, owners, advisors, administrators and insurers from any such claims.

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## **18. Currency**

Unless otherwise indicated, all dollar amounts in this Agreement are expressed in lawful dollars of Canada.

## **19. Assignment**

This Agreement for Services shall not be assignable by the Contractor.

## **20. Successors**

This Agreement shall endure to the benefit of and be binding upon the Contractor and the Company and, in the case of the Company, any other company or entity with which the Company may be merged or otherwise combined or which may acquire the Company or its assets in whole or in substantial part, and, in the case of the Contractor, his estate or other legal representatives. Nothing herein expressed or implied is intended to confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

## **21. Applicable Law**

This Agreement shall be deemed a contract under, and for all purposes shall be governed by and construed in accordance with, the laws of the Province of Ontario without regard to the conflict of laws rules thereof. The Company and the Contractor hereby each irrevocably consent and attorney to the jurisdiction of the courts of the Province of Ontario with respect to any dispute or proceeding arising in connection with this Agreement.

## **22. Amendment, Modification or Waiver**

No provision of this Agreement may be amended or waived unless such amendment or waiver is authorized by the Company and is in writing signed by the Contractor and by a duly authorized officer of the Company. Except as otherwise specifically provided in this Agreement, no waiver by either party hereto of any breach by the other party of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar breach, condition or provision at the same time or at any prior or subsequent time.

## **23. Provisions Surviving Termination**

Sections 5 (Commission), 9 (Termination), 11 (Non-Solicitation), 12 (Confidential Information and Intellectual Property), 13 (Remedies and Duties), 14 (Company Property), 15 (Other Obligations), 21 (Applicable Law) and 23 (Provisions Surviving Termination) of this Agreement survive the cessation of this Agreement and the Contractor's engagement for any reason whatsoever, and shall remain and continue in full force and effect unless and until the board of directors of the Company in its absolute and sole discretion resolves otherwise and so notifies the Contractor in writing.

## **24. Severability**

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5 Church St, Toronto ON M5E 1M2



In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reasons, by a court of competent jurisdiction, the remaining provisions and portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

**25. Time of Essence**

Time shall be of the essence in this Agreement.

**26. Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**27. Cautions**

Captions to the Sections of this Agreement are solely for convenient and no provision of this Agreement is to be construed by reference to the captions of that Section.

**28. Acknowledgement**


The Company and the Contractor acknowledge having read and understood this Agreement, having had the opportunity to obtain independent legal advice regarding this Agreement and having done so or refused to do so of their own volition.


*[Remained of page intentionally left blank]*



**IN WITNESS WHEREOF** this Agreement has been executed by a duly authorized officer of the Company and the Contractor as of the day and year first above written.

**THEREDPIN.COM REALTY INC**

By:   
\_\_\_\_\_  
**Tarik Gidamy**  
Co-Founder and Broker of Record  
I have authority to bind the Corporation

  
\_\_\_\_\_  
Witness Signature:

Print Name: Kyle G Murdock

  
\_\_\_\_\_  
Contractor Signature:

Print Name: Dennise Paccione



**SCHEDULE "A"**  
**Confidentiality and Intellectual Property Assignment Agreement**

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**Web**  
TheRedPin.com

**Address**  
5 Church St, Toronto ON M5E 1M2

C



Kyle

<sup>11c"</sup>  
 This is Exhibit ..... referred to in the  
 affidavit of Dennis Paci one  
 sworn before me, this 14<sup>th</sup>  
 day of September  
June  
 A COMMISSIONER FOR TAKING AFFIDAVITS  
J. Colwell



Jan 27, 2017, 2:40 PM

Hey - So Tarik also agreed it's a reasonable concern but one that's fairly easy to prove. Apparently the way the company structure is set up as it relates to receivables is agent, investors, creditors in that order. The deal is closing Monday and he said he can give you your assurances immediately following that. Got the impression that givin you solid guarantee's will not be an issue.

**D**

# Confirmation of Co-operation and Representation

**DISCLAIMER:**

Forms are created with a view to identify and satisfy general needs. The pre-set portion of any Form is complex and can be difficult to understand.

Be advised that the explanations contained herein are **not** meant to be a full and complete discussion of the meanings and implications of each provision, paragraph or section in each Form. The explanations are meant only to be a general simple overview and are not meant to replace the full text and legal ramifications of each Form and any provision, paragraph or section therein.

It is important and mandatory to understand that the use of a Form does not apply to every circumstance and extreme care should be exercised in that respect.

Everyone is encouraged and it is recommended that everyone seek and obtain professional advice to ensure a complete and accurate understanding of any Form and not rely on the explanations contained herein.

**TAKE NOTE THAT EVERY REAL ESTATE TRANSACTION IS UNIQUE AND THE BOARD DOES NOT WARRANT AND IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR THE ADEQUACY, SUFFICIENCY, APPLICABILITY, ACCURACY OR SUITABILITY OF ANY OF THE EXPLANATIONS OR PROVISIONS HEREINAFTER SET OUT.**

**PROCEED TO NEXT PAGE ...**

"D11"

This is Exhibit ..... referred to in the  
 affidavit of Dennis Paelove  
 sworn before me, this 14th  
 day of September  
 \_\_\_\_\_  
 A COMMISSIONER FOR TAKING AFFIDAVITS  
J. G. White







# Confirmation of Co-operation and Representation

GENERAL USE: This Form is used to indicate to all parties involved the specific types of relationships that exist in their particular real estate transaction. This document is used in part to reassure all parties that they will be treated fairly in the transaction. The Form is used to set up an arrangement between companies and is acknowledged by the parties.

BUYER: .....

SELLER: .....

For the transaction on the property known as: .....

For the purposes of this Confirmation of Co-operation and Representation, a "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and a "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, a "sale" includes a lease, and an "Agreement of Purchase and Sale" includes an Agreement to Lease.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The Real Estate and Business Brokers Act that governs practitioners requires them to declare in writing to all Buyers and Sellers that they are insured.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

## 1. LISTING BROKERAGE

a) *The following option indicates that the Seller is being represented by a Salesperson from the Listing Company and the Buyer is a Customer.*

a)  The Listing Brokerage represents the interests of the Seller in this transaction. The Buyer may be buying the property directly through the Listing Brokerage or the Buyer may be working with a Co-operating Brokerage (If applicable, Section 3 will be completed by Cooperating Brokerage).

b) *The following option is for Multiple Representation and states that the Listing Company represents both the Seller and the Buyer in the transaction and needs their consent. It also states that any conversations between the company representatives and the Buyers or Sellers regarding money or their motivation for buying or selling will be kept confidential if the parties so wish.*

b)  **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage.

However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage has also entered into a Customer Service Agreement with the Buyer.)

.....  
.....  
.....

2. The following option is used only when a Buyer requests a Salesperson from the real estate company to represent them in the process of purchasing a property that is not listed for sale.

**2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED**

- The Brokerage represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
  - by the Seller in accordance with a Seller Customer Service Agreement
  - or:  by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

.....

.....

.....

**INITIALS OF BUYER(S)/SELLER(S)/BROKERAGES REPRESENTATIVE(S) (Where applicable)**

  
LISTING BROKERAGE

  
CO-OPERATING/BUYER BROKERAGE

  
SELLER

  
BUYER

**3. CO-OPERATING BROKERAGE (If applicable, Co-operating Brokerage completes Section 3 and Listing Brokerage indicates 1. a) in Section 1.)**

- a)  The Co-operating Brokerage represents the interests of the Buyer in this transaction. It is further understood and agreed that:
- 1) *This option indicates that the Buyer is being represented by a Salesperson or Broker from a real estate company and that the Listing company will pay the Buyer's company a commission as stated on the MLS® System.*
  - 1)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property.....from the amount paid by the Seller to the Listing Brokerage.  
(Commission As Indicated In MLS® Information)
  - 2) *This option indicates that the Buyer is being represented by a Salesperson or Broker from a real estate company, the property is not listed on the MLS® System and the Listing company will pay the Buyer's company a commission.*
  - 2)  The Listing is not an MLS® listing and the Listing Brokerage will pay the Co-operating Brokerage a commission of ..... from the amount paid by the Seller to the Listing Brokerage.
  - 3) *This option indicates that the Buyer is being represented by a Salesperson or Broker from a real estate company and that the Buyer's company will be paid directly by the Buyer.*
  - 3)  The Co-operating Brokerage will not receive any payment from the Listing Brokerage and/or Seller and will be receiving payment directly from the Buyer in this transaction.
  - 4) *This option allows the Co-operating company to indicate that the Seller is paying the commission as outlined in Form 202.*
  - 4)  Other .....
- .....

- b)  The Co-operating Brokerage is **NOT** representing either the Buyer or the Seller in this transaction, It is further understood and agreed that:
- 1) *This option indicates that the Buyer's company is not representing either the Buyer or the Seller and that the Listing Company will pay the Buyer's company a commission as stated on the MLS® System.*
  - 1)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property.....from the amount paid by the Seller to the Listing Brokerage.  
 [Commission As Indicated In MLS® Information]
  - 2) *This option indicates that the Buyer's company is not representing either the Buyer or the Seller, the property is not listed on the MLS® System and the Listing company will pay the Buyer's company a commission.*
  - 2)  The Listing is not an MLS® listing and the Listing Brokerage will pay the Co-operating Brokerage a commission of ..... from the amount paid by the Seller to the Listing Brokerage.
  - 3) *This option allows the Co-operating company to indicate that the Seller is paying the commission as outlined in Form 202.*
  - 3)  Other .....

Commission will be payable as described above, plus applicable taxes on any trade wherein the Co-operating Brokerage has obtained an accepted Agreement of Purchase and Sale for the property.  
 Additional comments and/or disclosures by Co-operating Brokerage: (e.g. The Co-operating Brokerage represents more than one Buyer offering on this property.)  
 .....  
 .....

**COMMISSION TRUST AGREEMENT:** The following area is for the Salespeople to use, regarding which trust accounts the commissions for the transaction will be paid from.

**COMMISSION TRUST AGREEMENT:** If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

(Name of Listing Brokerage)..... ..... Tel: ..... Fax: ..... ..... Date:..... (Authorized to bind the Listing Brokerage) ..... (Print Name of Broker/Salesperson Representative of the Brokerage)	(Name of Co-operating/Buyer Brokerage)..... ..... Tel: ..... Fax: ..... ..... Date:..... (Authorized to bind the Co-operating/Buyer Brokerage) ..... (Print Name of Broker/Salesperson Representative of the Brokerage)
---	---

**CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction.)**

**The Seller/Buyer consent with their initials to their Brokerage representing more than one client for this transaction.**

SELLER'S INITIALS                      BUYER'S INITIALS

**ACKNOWLEDGEMENT**

**I have received, read, and understand the above information.**

(Signature of Seller).....	(Signature of Buyer).....
Date:.....	Date:.....
(Signature of Seller).....	(Signature of Buyer).....
Date:.....	Date:.....

**E**

# MLS® Rules & Regulations

This is Exhibit "E" referred to in the  
 sworn before me this 14<sup>th</sup>  
 day of September  
 Commissioner for Taking Affidavits

## ARTICLE 13 – Commission Trust

All deposits and other monies received by or due to the Listing Brokerage directed to satisfy commission payable or damages or other compensation in lieu of commission, plus applicable HST on any of the foregoing, in connection with the Transaction shall be receivable by and held by the Listing Brokerage in trust and constitute a Commission Trust. The beneficiaries of the Commission Trust shall be the Co-operating Brokerage to the extent of the Commission Trust Amount, and the Listing Brokerage as to the balance after payment of the Commission Trust Amount. **13.01**

At the same time as an offer for a Transaction procured by a Co-operating Brokerage is accepted, the Listing Brokerage shall execute and deliver to the Co-operating Brokerage, a Commission Trust Agreement for the Transaction. For the purposes of this Section 13.02, Listing Brokerage and Co-operating Brokerage shall include a Broker or Salesperson Registrant representing the Listing Brokerage or Co-operating Brokerage, as the case may be. **13.02**

Following the completion of the Transaction no funds shall be transferred or paid from the Listing Brokerage's Commission Trust Account to or for the benefit of the Listing Brokerage or any third party until the Commission Trust Amount has been disbursed to the Co-operating Brokerage. All such disbursements shall be made directly from the Listing Brokerage's Commission Trust Account. Where the Listing Brokerage has more than one trust account, funds impressed with the Commission Trust may be transferred from one trust account maintained by the Listing Brokerage to the Commission Trust Account maintained by the Listing Brokerage, and such funds shall at all times, notwithstanding any such transfer, continue to be impressed with the Commission Trust. Provided, however, that where the full compensation is not received by the Listing Brokerage, the provisions of Article 3, Section 3.05 shall apply to the payment of Commission Trust funds to the Co-operating Brokerage, and where the Listing Brokerage incurs collection costs, the provisions of Article 3, Section 3.06 shall apply to the payment of the Commission Trust funds to the Co-operating Brokerage. **13.03**

The Listing Brokerage and Co-operating Brokerage shall each retain a copy of any Commission Trust Agreement for a period of no less than six (6) months following the completion of the Transaction and shall provide the Association with a copy of any such Commission Trust Agreement within fifteen (15) days of a request (provided the Association has received a written complaint necessitating the requisition of said Commission Trust Agreement). **13.04**

## MLS® Rules & Regulations

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Subject to the provisions of the Act, the Listing Brokerage shall maintain proper books and records with respect to all transactions concerning the Commission Trust Account. Commission or other compensation payable by Sellers or other Persons shall be shown as a receivable due to the Commission Trust and not as a receivable due to the Listing Brokerage. Amounts due to a Co-operating Brokerage and the Listing Brokerage for a particular Transaction shall be shown as payables of the Commission Trust. **13.05**

The following terms are deemed to be included in all Commission Trust Agreements: **13.06**

All monies received by or due to the Listing Brokerage in connection with the Transaction including, without limitation, any deposit(s), damages or amounts in lieu of damages received or due from the Seller or other Person, or other compensation received or due from the Seller or other Person, shall be held by the Listing Brokerage in trust for the benefit of the Co-operating Brokerage and Listing Brokerage as herein provided for (the "Commission Trust") and all funds received on account of the Commission Trust shall be deposited directly to the Listing Brokerage's Commission Trust Account. The obligation of the Listing Brokerage as trustee under the Commission Trust shall be discharged by the Listing Brokerage paying, following the completion of or other termination of the Transaction, the following amounts in the following order:

- a) first, to the Co-operating Brokerage the Commission Trust Amount;
- b) next, to the Listing Brokerage the balance of the Commission Trust.

For clarity, this Article 13 is subject to the terms and conditions of the Listing Agreement between the Listing Brokerage and the Seller. For example, if pursuant to the Listing Agreement, the Listing Brokerage will not be in receipt of any funds from the Seller (except for any fee to list the property on the MLS® System) or if the Seller has agreed to pay compensation directly to another Firm Member in connection with the sale of the property, the provisions of this Article 13 will not apply to said Transaction. **13.07**

**F**

# MLS® Rules & Regulations

## COMMISSION TRUST AGREEMENT – Schedule “A”

TO: The Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale

In consideration of the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all monies received or receivable by me in connection with the Transaction as contemplated in Section 13.01 of the MLS® Rules and Regulations of the Real Estate Association (the “MLS® Rules”) shall be receivable and held in trust under the terms set out in Section 13.06 of the MLS® Rules, which are incorporated herein by reference as if set out at length. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. For the purposes of this Commission Trust Agreement, the Commission Trust Amount shall be

\_\_\_\_\_  
(if the amount is left blank on the line above, the Commission Trust Amount shall be calculated as described in Section 3.01 of the MLS® Rules.)

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

\_\_\_\_\_  
Signature of Listing Brokerage  
or authorized representative

\_\_\_\_\_  
Signature of Co-operating Brokerage  
or authorized representative



**THE REDPIN.COM REALTY INC.**

**Property:**  
 Type: Pre-construction  
 Class.: SELLING SIDE  
 Offer Date: May 06, 2017  
 Firm Date: May 06, 2017

**Status: Closed**  
 No Conditions

Entry Date: July 31, 2017  
 Close Date: January 02, 2018

This is Exhibit 1. F referred to in the affidavit of Dennise Paccone sworn before me, this 20th day of September 2017 **TRP18039-B**  
J. Lighthouse  
 Lighthouse - East 2708  
 A COMMISSIONER FOR TAKING AFFIDAVITS Toronto, ON

**Contacts:**

Type	End	Name	Phone #	Address	Contact	Work/Fax
Buyer	S	[Redacted]		ON, CA		
Seller	L	[Redacted]		20 Queen Street West, 3400, Toronto, ON. M5H-3R3, CA	Dennise	

**Financial:**

Income	Selling Price: <u>\$898,837.17</u>	Listing Comm. Rate: 0.00%	Listing	Listing Other	Selling Comm. Rate: 0.16%	Selling	Selling Other	Sub-Total	A/R: \$898.20	HST	Total
Commission			\$0.00	\$0.00		\$793.10	\$0.00	\$793.10		\$103.10	\$896.20
Base Office Commission			\$0.00	\$0.00		\$793.10	\$0.00	\$793.10		\$103.10	\$896.20
<b>Agents</b>											
(A) 311 - Muthreja, Amit	HST#:515485001RT0001		\$0.00	\$0.00		\$277.58	\$0.00	\$277.58		\$38.08	\$313.66
(B) 138 - Paccone, Dennise	HST#:855481398RT0001		\$0.00	\$0.00		\$277.58	\$0.00	\$277.58		\$38.08	\$313.66
Agent Totals			\$0.00	\$0.00		\$555.16	\$0.00	\$555.16		\$72.16	\$627.32
Net to Office			\$0.00	\$0.00		\$237.94	\$0.00	\$237.94		\$30.94	\$268.88

**Agents:**

(A) 311 - Muthreja, Amit			(B) 138 - Paccone, Dennise		
Anniversary:	January 01		Anniversary:	January 01	
Selling:	50.00%	End Cnt: 0.00	Selling:	50.00%	End Cnt: 0.00
Agent Base		\$396.55	Agent Base		\$396.55
Off Split-Ag	30.00%	\$118.97	Off Split-Ag	30.00%	\$118.97
		\$277.58			\$277.58

Trust Activity	Date	Reference	Amount
	05/06/2017	No Deposit	\$0.00
		Balance	\$0.00
Rbc-Commission Trust Activity	Date	Reference	Amount
	01/02/2018	2632	\$898.20
	01/02/2018	EFT4941	\$-288.88
THE REDPIN.COM REALTY INC. - RB	01/03/2018	EFT4935	\$-313.68
138 TRP18039-B Paccone, Dennise	01/03/2018	EFT4936	\$-313.68
311 TRP18039-B Muthreja, Amit		Balance	\$0.00
Rbc-General Activity	Date	Reference	Amount
TRTRP18039-A THE REDPIN.COM	10/17/2017	EFT4653	\$3,030.53
TRTRP18039-B THE REDPIN.COM	01/02/2018	EFT4941	\$288.88
		Balance	\$3,299.41

It is understood between all parties that this agreement shall constitute a Commission Trust Agreement as set out in the contract.

To the best of my knowledge the above information is correct. Dated at Toronto on January 02, 2018

\*\*\*\* Office Copy \*\*\*\*

Agent: 138 - Paccone, Dennise  
 Signature: [Signature]

Agent: 311 - Muthreja, Amit  
 Signature: [Signature]

Broker of Record: THE REDPIN.COM REALTY INC.  
 Signature: [Signature]

Trade #: TRP180

**THE REDPIN.COM REALTY INC.**

**TRP17883-A**  
**177 Front St E (Time and Space) 1914**  
 Toronto, ON

**Property:**  
 Type: Pre-construction  
 Status: **Closed**  
 Side: SELLING SIDE  
 Offer Date: February 26, 2017  
 Firm Date: February 26, 2017  
 Entry Date: June 02, 2017  
 Close Date: November 28, 2017  
 No Conditions

Contacts:						
Type	End	Name	Phone #	Address	Contact	Work/Fax
Buyer	S	[REDACTED]	[REDACTED]	ON, CA		
Seller	L	[REDACTED]	[REDACTED]	40 Snidercroft Road, 1, Concord, ON, L4K-0B5, CA	Sentinel (Sherbourne) Land	


Financial:								
Income		Listing Comm.	Rate: 0.00%	Selling Comm.	Rate: 2.00%	Sub-Total	A/R: \$8,843.31	Total
		Listing	Listing Other	Selling	Selling Other		HST	
Commission		\$0.00	\$0.00	\$7,825.94	\$0.00	\$7,825.94	\$1,017.37	\$8,843.31
Base Office Commission		\$0.00	\$0.00	\$7,825.94	\$0.00	\$7,825.94	\$1,017.37	\$8,843.31
<b>Agents</b>								
(A) 138 - Paccione, Dennis		\$0.00	\$0.00	\$2,739.08	\$0.00	\$2,739.08	\$358.08	\$3,095.16
HST#:855481396RT0001		\$0.00	\$0.00	\$2,739.08	\$0.00	\$2,739.08	\$358.08	\$3,095.16
(B) 311 - Muthreja, Amit		\$0.00	\$0.00	\$5,478.16	\$0.00	\$5,478.16	\$712.16	\$6,190.32
HST#:515485001RT0001		\$0.00	\$0.00	\$5,478.16	\$0.00	\$5,478.16	\$712.16	\$6,190.32
<b>Agent Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,347.78</b>	<b>\$0.00</b>	<b>\$2,347.78</b>	<b>\$305.21</b>	<b>\$2,652.99</b>
<b>Net to Office</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,347.78</b>	<b>\$0.00</b>	<b>\$2,347.78</b>	<b>\$305.21</b>	<b>\$2,652.99</b>

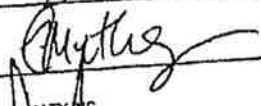
Agents:				
(A) 138 - Paccione, Dennis		(B) 311 - Muthreja, Amit		
Anniversary: January 01		Anniversary: January 01		
Selling:	50.00%	End Cnt: 0.00	Selling:	50.00%
Agent Base		\$3,912.97	Agent Base	
Off Split-Ag	30.00%	\$1,173.89	Off Split-Ag	30.00%
		\$2,739.08		

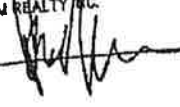
Trust Activity	Date	Reference	Amount
	02/26/2017	No Deposit	\$0.00
		Balance	\$0.00
Rbc-Commission Trust Activity	Date	Reference	Amount
[REDACTED]	11/28/2017	00591	\$8,843.31
THE REDPIN.COM REALTY INC. - RB	11/28/2017	EFT4829	-\$2,652.99
138 TRP17883-A Paccione, Danni	11/29/2017	EFT4809	-\$3,095.16
311 TRP17883-A Muthreja, Amit	11/29/2017	EFT4810	-\$3,095.16
REV-138 TRP17883-A Paccione, D	11/29/2017	EFT4809REV	\$3,095.16
REV-311 TRP17883-A Muthreja, A	11/29/2017	EFT4810REV	\$3,095.16
138 TRP17883-A Paccione, Danni	01/03/2018	EFT4822	-\$3,095.16
311 TRP17883-A Muthreja, Amit	01/03/2018	EFT4824	-\$3,095.16
		Balance	\$0.00
Rbc-General Activity	Date	Reference	Amount
TRTRP17883-A THE REDPIN.COM	11/28/2017	EFT4829	\$2,652.99
		Balance	\$2,652.99

It is understood between all parties that this agreement shall constitute a Commission Trust Agreement as set out in the contract.

To the best of my knowledge the above information is correct. Dated at Toronto on November 28, 2017

----- Office Copy -----  
 Agent: 138 - Paccione, Dennis  
 Signature: 

Agent: 311 - Muthreja, Amit  
 Signature: 

Broker of Record: THE REDPIN.COM REALTY INC.  
 Signature:  Trade #: TRP17883-A

Office: 416-291-1111 Fax: 416-291-1112

**G**

This is Exhibit 11611 referred to in the affidavit of Dennise Paccione sworn before me, this 14th day of September

THEREDPIN.COM REALTY INC.

[Signature]  
A COMMISSIONER FOR TAKING AFFIDAVITS

DATE  
February 03, 2017

PAY One Thousand Four Hundred Twelve and 50/100 Dollars

AMOUNT  
\$\*\*\*\*1,412.50

# PAID BY E.F.T.

TO THE ORDER OF  
Dennise Paccione  
803-127 Queen Street E.  
Toronto ON M5C 1S3

138	Dennise Paccione 803-127 Queen Street E.		CHQ.#:EFT3476 Date:February 03, 2017	
Trade#	Property Address	Gross	Cheque Summary	Amount
TRP17416-A	<u>[Redacted]</u>	2,500.00	Gross Earnings	2,500.00
Buyers	<u>[Redacted]</u> <u>[Redacted]</u>		Off Split-Ag	-1,250.00
Seller	<u>[Redacted]</u>		HST	162.50
Class	B - SELLING SIDE		Net Pay	1,412.50
Close Date	February 03, 2017			
	Advertising Outstanding Balance:	0.00		
	General Outstanding Balance:	1,565.00		
(From: RBC-Commission Trust)				
Total Gross: \$2,500.00    Deductions: \$1,087.50    Net Pay: \$1,412.50				

138	Dennise Paccione 803-127 Queen Street E.		CHQ.#:EFT3476 Date:February 03, 2017	
Trade#	Property Address	Gross	Cheque Summary	Amount
TRP17416-A	<u>[Redacted]</u>	2,500.00	Gross Earnings	2,500.00
Buyers	<u>[Redacted]</u> <u>[Redacted]</u>		Off Split-Ag	-1,250.00
Seller	<u>[Redacted]</u>		HST	162.50
Class	B - SELLING SIDE		Net Pay	1,412.50
Close Date	February 03, 2017			
	Advertising Outstanding Balance:	0.00		
	General Outstanding Balance:	1,565.00		
(From: RBC-Commission Trust)				
Total Gross: \$2,500.00    Deductions: \$1,087.50    Net Pay: \$1,412.50				

THREDPIN.COM REALTY INC.

DATE  
February 08, 2017

PAY One Thousand Four Hundred Twelve and 50/100 Dollars

AMOUNT  
\$\*\*\*\*1,412.50

# PAID BY E.F.T.

TO THE ORDER OF  
Dennise Paccione  
803-127 Queen Street E.  
Toronto ON M5C 1S3

CHQ.#:EFT3478  
Date:February 08, 2017

138 Dennise Paccione  
803-127 Queen Street E.

Trade#	Property Address	Gross	Cheque Summary	Amount
TRP17418-A	The Wynd 3002	2,500.00	Gross Earnings	2,500.00
			Off Split-Ag	-1,250.00
Buyer	Stanley Yu		HST	162.50
Seller	Canada HR Corporation		Net Pay	1,412.50
Class	B - SELLING SIDE			
Close Date	February 03, 2017			
	Advertising Outstanding Balance:	0.00		
	General Outstanding Balance:	1,565.00		

(From: RBC-Commission Trust)

Total Gross: \$2,500.00    Deductions: \$1,087.50    Net Pay: \$1,412.50

CHQ.#:EFT3478  
Date:February 08, 2017

138 Dennise Paccione  
803-127 Queen Street E.

Trade#	Property Address	Gross	Cheque Summary	Amount
TRP17418-A	The Wynd 3002	2,500.00	Gross Earnings	2,500.00
			Off Split-Ag	-1,250.00
Buyer	Stanley Yu		HST	162.50
Seller	Canada HR Corporation		Net Pay	1,412.50
Class	B - SELLING SIDE			
Close Date	February 03, 2017			
	Advertising Outstanding Balance:	0.00		
	General Outstanding Balance:	1,565.00		

(From: RBC-Commission Trust)

Total Gross: \$2,500.00    Deductions: \$1,087.50    Net Pay: \$1,412.50

THEREDPIN.COM REALTY INC.

DATE  
February 08, 2017

PAY One Thousand Four Hundred Twelve and 50/100 Dollars

AMOUNT  
\$\*\*\*\*1,412.50

# PAID BY E.F.T.

TO THE ORDER OF  
Dennise Paccione  
803-127 Queen Street E.  
Toronto ON M5C 1S3

138 Dennise Paccione  
803-127 Queen Street E.

CHQ.#:EFT3474  
Date:February 08, 2017

Trade#	Property Address	Gross	Cheque Summary	Amount
TRP17414-A	The Wynd 1902	2,500.00	Gross Earnings	2,500.00
			Off Split-Ag	-1,250.00
			HST	162.50
			Net Pay	1,412.50
Buyer	Mei-Fa Yamasaki			
Seller	Dennise HR Corporation			
Class	B - SELLING SIDE			
Close Date	February 03, 2017			
	Advertising Outstanding Balance:	0.00		
	General Outstanding Balance:	1,565.00		

(From: RBC-Commission Trust)

Total Gross: \$2,500.00    Deductions: \$1,087.50    Net Pay: \$1,412.50

138 Dennise Paccione  
803-127 Queen Street E.

CHQ.#:EFT3474  
Date:February 08, 2017

Trade#	Property Address	Gross	Cheque Summary	Amount
TRP17414-A	The Wynd 1902	2,500.00	Gross Earnings	2,500.00
			Off Split-Ag	-1,250.00
			HST	162.50
			Net Pay	1,412.50
Buyer	Mei-Fa Yamasaki			
Seller	Dennise HR Corporation			
Class	B - SELLING SIDE			
Close Date	February 03, 2017			
	Advertising Outstanding Balance:	0.00		
	General Outstanding Balance:	1,565.00		

(From: RBC-Commission Trust)

Total Gross: \$2,500.00    Deductions: \$1,087.50    Net Pay: \$1,412.50

**FIREPOWER DEBT GP INC., AS AGENT**  
Applicant

-and- **THEREDPIN, INC. et al.**  
Respondents

Court File No. CV-18-59964400CL

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

**PROCEEDING COMMENCED AT**  
**TORONTO**

**RESPONDING MOTION RECORD**  
**(RETURNABLE OCTOBER 27, 2018)**

**ADAIR GOLDBLATT BIEBER LLP**

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Toronto ON M5J 2N7

Jordan Goldblatt (50755H)  
Iris Graham (69986C)  
Tel: 416.920.9777  
Fax: 647.689.2059

Lawyers for the TRP Agents

RCP-E 4C (May 1, 2016)