

Court File No. CV-14-10678-00CL
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

GRACE AD SHADE, BEAVER VALLEY HOLDINGS LIMITED
and PREMIERE SELF STORAGE INC.

Applicants

- and -

TDCI BRACEBRIDGE INC., CLIVE FIGUEIRA
and CAROL TARBACK

Respondents

AFFIDAVIT OF GRACE AD SHADE

I, **Grace Adshade**, of the Town of Gibsons, in the Province of British Columbia,
MAKE OATH AND SAY AS FOLLOWS:

1. I am one of the Applicants, I am also the sole officer and director of the other Applicants. I proceeded with the court application to have BDO Canada Limited ("**BDO**") appointed as the Receiver for TDCI Bracebridge Inc. ("**TDCI**") and as such, have knowledge of the matters hereinafter sworn. Where information has been obtained from others, I do verily believe this information to be true.
2. This affidavit is further to the affidavits and evidence that I presented on behalf of the Applicants in this matter.
3. I have reviewed the letter provided by Mr. Bill Courage on behalf of the Receiver in reference to paragraph 3 of Ms. Kason's affidavit. Mr. Courage is correct that Premiere was paid the sum of \$4089.42 from the auction proceeds. These are

the only proceeds that were paid to Premiere from the auction. It was my understanding that these proceeds related to the sale of items for liens held by Premiere other than against Figueira and Tarback. The auction proceeds for those items have still not been paid to Premiere despite my requests that the Receiver release these funds to Premiere. It is my belief that these proceeds belong to Premiere and were collected by the Receiver further to Premiere's lien rights as this is what was expressly stated to me by Mr. Courage and as was also set out in an email to me by Mr. Courage.

4. I have also reviewed the affidavit provided by Mr. Eisen sworn January 11 2017. I agree with Mr. Eisen and the Receiver as to Figueira having provided no evidence to support ownership of any of the items he claims.
5. In his affidavit, Mr. Eisen appears to portray himself as an innocent 3rd party mortgagee in an attempt to suggest that on balance his interests should be preferred to those of the Applicants.. It is true that Mr. Eisen did provide mortgage lending to TDCI Bracebridge Inc. ("TDCI") and that he held the first charge over the property. There is no dispute with Mr. Eisen as it relates to the 1st mortgage that was charged against the property in the amount of \$3.5 million. This mortgage was needed to discharge a prior mortgage and could be supported by TDCI.
6. However, Mr. Eisen's conduct thereafter and in relation to the within proceeding and the appointment of the Receiver is another matter. This was the subject of a motion in this proceeding which was subsequently settled. That does not change the facts as raised in that motion and in the Receiver's reports in relation to how Mr. Eisen now attempts to portray himself. As set out in my affidavit sworn August 14, 2015 in support of that motion, a copy of which is attached as **Exhibit "A"**, I took issue with the priority of Mr. Eisen's later mortgage charges against the TDCI property. Serious questions were raised as to how the later mortgage advances were made in the circumstances where TDCI did not have the income to support the further charges and the fact that these mortgages were at high

interest rates which included prepaid interest on prior advances, particularly in circumstances where it was clear, or should have been clear, that Figueira was taking the advances for himself.

7. Mr. Eisen was also well aware of who I was, how I was involved and the fact that I owned Premiere, whose income was being used to make payments on the mortgage. He was also aware that I advanced significant funds to renovate the building and that I had paid some of the interest on the mortgages directly. Despite this knowledge, Mr. Eisen did not seek my input or authority before adding additional mortgage charges after the initial \$3.5 million mortgage which was the only one I had been aware of prior to the within proceeding. There were also huge brokerage and other fees that were charged by Mr. Eisen to TDCI in relation to these mortgages. It does not appear that Mr. Eisen did any due diligence whatsoever and all of his dealings were with Figueira who he knew, or should have known, had no actual authority, held no assets or ownership of TDCI or Premiere. As a result, Figueira was able to take the advances for himself, to the detriment of the Applicants and TDCI.
8. Additionally, Mr. Eisen did not cooperate with my attempts to remove Figueira and opposed the appointment of the Receiver. Instead, he sought to maintain Figueira in control of TDCI, used a trumped up power of sale, even after Mr. Eisen was made expressly aware of Figueira's actions as set out in BDO's first report and as set out in my affidavits. Mr. Eisen also refused to cooperate with the sale of the Solar Fit contract during the course of the Receivership application whereby TDCI would have received a \$514,000 payment. Also, by not supporting the appointment of the Receiver, Figueira remained in control of TDCI for an additional 6-7 months, resulting in Figueira being able to take an additional \$400,000-\$500,000 from TDCI and Premiere, as well as permit serious damage to occur to the building from not maintaining necessary services, such as heat. The Receiver was required to fund these repairs once it was appointed.

9. The Applicants also spent more than \$400,000 to have the Receiver appointed and in relation to BDO's reports. Much of this expense could also have been avoided had Mr. Eisen cooperated with the Applicants. It is my belief that had Mr. Eisen cooperated from the outset, more than \$1 million in these expenses and losses might have been avoided and the Receivership could have been fully funded.

10. On behalf to the Applicants, primarily Premiere, I am seeking the proceeds from the auction as collected on Premiere's behalf further to Premiere's lien rights as well as repayment of that portion of Premiere's income from its locker rental business operations incorrectly allocated to TDCI.

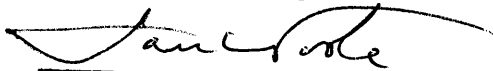
Sworn before me at the Town of Gibsons)

in the Province of British Columbia)
on January 26, 2017.)



Grace Adshade

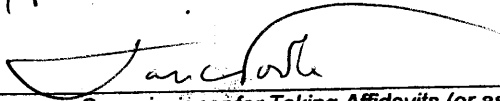
Commissioner for Taking Affidavits)



IAN C. POOLE
A Commissioner for taking
Affidavits for British Columbia

This is Exhibit "A" referred to in the Affidavit of Grace Adshade sworn

January 1, 2017
FEBRUARY 1



Commissioner for Taking Affidavits (or as may be)

Court File No. CV-14-10678-00CL

IAN C. POOLE
A Commissioner for taking
Affidavits for British Columbia

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

GRACE ADSHADE, BEAVER VALLEY HOLDINGS LIMITED
and PREMIERE SELF STORAGE INC.

Applicants

- and -

TDCI BRACEBRIDGE INC., CLIVE FIGUEIRA
and CAROL TARBACK

Respondents

AFFIDAVIT OF GRACE ADSHADE

I, **Grace Adshade**, of the Town of Collingwood, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am one of the Applicants, the sole officer and director of the other Applicants as well as a 50% shareholder of TDCI Bracebridge Inc. ("TDCI") and as such, have knowledge of the matters hereinafter sworn. Where information has been obtained from others I do verily believe this information to be true.
2. This affidavit is intended to replace the affidavit sworn by Reshma Kishnani in support of the motion brought by the Applicants returnable July 30, 2015 at the same time as the motion brought by the Receiver seeking to approve the sale of the property of TDCI. Part of the relief sought by the Applicants was in response to the motion brought by the Receiver and there was insufficient time for me to be able to provide an affidavit in response to that motion. I am advised by my counsel,

Kevin Fisher, that the parties agreed to amend the Order sought by the Receiver on an unopposed basis which provided a means to allow for the sale of TDCI's property and assets to be completed while at the same time preserving the claims of the Applicants and Lisa Wertheim-Brault in relation to their mortgage charges on the property. It was agreed between us and counsel for the and the 1st mortgagee Melvin Eisen, to adjourn the rest of the motion on consent to be brought back on to be scheduled through the court..

3. As is set out in my affidavits in support of the Application, as well as in my evidence at the hearing of the Application, and the Reasons of Justice Pattillo dated February 27, 2015, as well as further to BDO's Reports, the TDCI Property was purchased for \$3 million in a transaction which closed in March 2009. The vendor of the property was Dura Automotive Canada Ltd. ("**Dura**") which was involved in a CCAA/ Receivership proceeding at the time. Part of the \$3 million purchase price included a vendor take back mortgage in the principle amount of \$1.7 million ("**Dura Mortgage**"). This was registered as a 2nd charge in priority on the TDCI property behind a private mortgage obtained from the Passarello's, which, along with the deposit paid by Beaver Valley Holdings Limited ("**BVHL**"), made up the balance of the purchase price. I was not involved in obtaining these mortgages.
4. The Passarello Mortgage was later discharged on or about January 25, 2012 when it was refinanced through a mortgage obtained from Melvin Eisen ("**Eisen**"), in trust, registered on TDCI's property on January 25, 2012 ("**Eisen 1st mortgage**"). At the time of the registration of the Eisen 1st Mortgage, \$350,000 from the funds advanced under this charge to TDCI was used to obtain the assignment and transfer of the Dura Mortgage. I was not involved in this transaction which I later learned was transferred and registered in trust to Thomas Sheppard ("**Sheppard**"), 2nd in priority to the Eisen 1st mortgage.
5. I had no involvement with these transactions at the time. I was aware of them on the basis of what was advised to me by Clive Figueira ("**Figueira**"). At the time, I was not aware that Sheppard was the lawyer acting for TDCI. It was my

understanding that Michael Wren at Miller Thomson was TDCI's corporate lawyer. It was only during the course of the Application before Justice Pattillo and documents obtained in that proceeding that I came to know that Sheppard had become TDCI's lawyer sometime in summer 2012^{or} and that Sheppard was the party to whom the Dura Mortgage had been transferred using TDCI's funds. Michael Wren informed my counsel in relation to requests for documents related to the transfer of TDCI's share at the time that Mr. Wren had not been the lawyer acting at the time and that he had been directed by Figueira to send TDCI's minute book to Sheppard.

6. As is set out in the Reasons and finding of Justice Pattillo dated February 27, 2015, the Dura Mortgage was supposed to have been transferred to BVHL when it was assigned and transferred from Dura. BVHL was entitled to receive the transfer of the Dura Mortgage as security for funds that I had advanced through BVHL. These funds were used to purchase the Property, were used for the renovation of the building and many other expenses related to TDCI. By December 31, 2011 it was recorded in TDCI's financial statements that TDCI owed BVHL \$2,591,494. The Dura Mortgage would only have represented partial security for these amounts at the time.
7. As further set out in Justice Pattillo's reasons and, as set out in the Application Record, the transfer of the Dura Mortgage did not occur, instead, at the direction of Figueira, the Dura Mortgage was held in trust by Sheppard for Tarback, while Figueira proceeded to redirect and take significant sums from TDCI, including from the proceeds of the Eisen 1st mortgage.
8. As set out in the Application Record, Figueira and Tarback purported to enter into 5 additional mortgage transactions relating to the Property and TDCI. Each of which were done without my knowledge or consent or the consent of my companies.
9. Justice Pattillo found that Figueira and Tarback took at least \$2.5 million from TDCI's bank accounts and mortgage advances while using TDCI as their

personal cash machine without any regard to the actual income of the businesses or the business' needs.

10. He also found that in addition to other funds redirected to them personally, Figueira and Tarback personally withdrew \$120,000 of the Eisen 1st mortgage proceeds through Sheppard's trust account.
11. The Receiver's Report filed in support of the Motion to approve the sale provided that in addition to the court finding that Figueira and Tarback used TDCI as their personal cash machine, they also used TDCI's corporate counsel's trust account as a further resource in this regard.
12. As is set out in the Receiver's Report, in April 2014, Figueira proceeded to obtain a mortgage from Eisen discharging the prior Eisen mortgages totalling approximately \$2 million and with further advances and interest provisions, represented a further total charge in the amount of \$3,750,000, registered on the Property on April 22, 2014 ("**Eisen 2nd mortgage**").
13. Based upon all of the documents filed, it appears that that Sheppard completed each of the mortgage transactions on behalf of TDCI and Eisen.
14. Based upon the documents filed in Application, BDO's reports, and all of the circumstances, it is my belief that Sheppard was fully aware of the Applicants interest in TDCI, and was clearly aware of BVHL's ownership of Premiere.
15. It is also my belief based upon all of the circumstances, including statements made by both Eisen and Sheppard, that they were / are involved in numerous transactions and are intimate business associates.
16. There was no attempt to contact me personally or in my capacity as an officer, director and shareholder of BVHL and TDCI to obtain my consent or authorization to any of the mortgages and charges registered against TDCI's Property.

17. It is my information and belief, which I verily believe is also supported by the records filed with the court and from BDO's reports, that Figueira provided all instructions in relation to each mortgage and related transactions to Eisen and Sheppard.
18. Based upon the record of documents filed, as well as the evidence of Figueira in this and another court proceeding, Figueira testified that he was not an officer or director of TDCI. Based upon this evidence, as well as the corporate records, Figueira did not have actual or any authority to enter into the mortgage charges on behalf of TDCI, instruct the postponement of the Dura Mortgage or to instruct counsel in the manner that he did in relation to the mortgage charges.
19. Figueira's lack of capacity to enter into agreements or charges on behalf of TDCI is further attested to in response to a Notice of Garnishment issued against TDCI which was known to counsel for TDCI. In a Garnishee statement dated March 7, 2013, litigation counsel for TDCI stated that Figueira was not an officer, director or employee of TDCI and that Figueira had previously been retained as a consultant for TDCI. The Garnishee Statement stated that: "To the extent that [TDCI] opts to retain Mr. Figueira's services in the future, funds will be garnished by the Garnishee and remitted to the Sheriff in Bracebridge as required by law." I attach a copy of the Garnishee statement as **Exhibit "1"**.
20. It is my information and belief that no funds were ever remitted to the Sheriff further to the Notice of Garnishment and no further updated response was provided to Basman Smith LLP or Ms. Wertheim-Brault as to any change in Figueira's position with TDCI.
21. A Notice of Garnishment was also served on Sheppard further to the judgment that Lisa Wertheim-Brault obtained against Figueira, a copy of the Notice of Garnishment and affidavit of service on Sheppard is attached as **Exhibit "2"**. I am advised by my counsel, Kevin Fisher, and verily believe, that no response to the Notice of Garnishment was ever provided by Sheppard and no payments were ever made to the sheriff even though, as has been determined by the Receiver, large

sums of money were provided by Sheppard to Figueira through Sheppard's trust account and through a corporation controlled by Sheppard since the Notice of Garnishment was served on him on February 21, 2013.

22. Based upon the Receiver's reports, it appears that TDCI was involved in numerous other litigation matters which were also predominately as a result of Figueira's conduct and failure to pay accounts or to maintain TDCI's premises. It is our understanding and belief, that Gowlings was retained as TDCI's litigation counsel through the direction and assistance of Sheppard, to act in relation to these litigation matters.
23. Based upon a corporate filing made on about April 9, 2014, it appears that counsel for TDCI, altered TDCI's corporate record with the Ministry of Government Services to list Figueira as an officer and director of TDCI.
24. I am advised by my counsel that in addition to seeking to postpone the Dura Mortgage to the Eisen 2nd mortgage, a further mortgage incurred to settle another of Figueira debts had been granted to Lisa Wertheim-Brault. Arbitration was commenced to seek to postpone that mortgage to Eisen's 2nd Mortgage.
25. I am advised by Mr. Fisher, and as is contained in the Application Record, numerous representations were made to Ms. Wertheim-Brault as to the use of the mortgage advance in an effort to obtain her consent to postpone, as well as a part payment of the mortgage in the amount of \$50,000. Based upon the Reports of BDO, including as Receiver, and the findings of Justice Pattillo, it appears that the representations made to Ms. Lisa Wertheim-Brault were false and were made with the intention of getting her to postpone her mortgage charge in favour of Eisen's 2nd mortgage. I am advised by Ms. Wertheim-Brault that but for the false representations made to her as to the use of the funds, she would not have agreed to postpone her mortgage charge to Eisen's 2nd mortgage.
26. The Receiver's reports also show that in relation to the mortgage advances made by Eisen, TDCI's corporate and litigation counsel, as well as Eisen, received

substantial payments from the mortgage advances, including for payment of legal fees and brokerage fees. The reports further show that substantial sums were also paid to a corporation controlled by Sheppard for alleged repayment of loans made to Figueira and Tarback.

27. Not only not aware of these transactions at the time and it appears that these transactions were not for the benefit of TDCI but were, in fact, for the benefit of Figueira and Tarback personally. As found by Justice Pattillo, large portions of these advances were for the direct benefit of Figueira and Tarback who took at least \$2.5 million from TDCI as determined by BDO. It also appears that these transactions benefited TDCI's counsels and Eisen who benefited substantially from the further advances.
28. It is clear to me and from the available record that TDCI could not support the additional mortgage transactions, particularly the Eisen 2nd mortgage. It should have been obvious and apparent to Eisen and TDCI's counsels at the time that TDCI was incapable of supporting the level of debt represented by the further charges which were not for the benefit of TDCI. The additional mortgages also included increasing charges for unpaid interest on prior charges as TDCI did not have the resources to pay the interest being incurred at high rates. TDCI was clearly made insolvent by the additional charges.
29. It is my belief that that all counsel for TDCI and Eisen were fully aware of the close relationship between Premiere and TDCI. It was also known to them that Premiere was owned 100% by BVHL. It was known to Eisen that Premiere was producing a substantial component of the income being generated at TDCI's premises and that its income was being included as the basis for the value of the TDCI building and in relation to TDCI's ability to service the interest charges on the Eisen mortgages.
30. It is my belief that it should have been apparent to TDCI's counsels and Eisen that substantial portions of the mortgage advances were being used personally by Figueira and Tarback to the detriment of TDCI, its creditors and stakeholders.

31. As is set out in the Receiver's reports, upon the Receiver being appointed on February 27, 2015, Eisen purported to bar entry to the TDCI premises to the Receiver on the basis that Eisen had been given possession of the Property by TDCI further to his Power of Sale. Eisen even advised via email that Figueira was his representative to administer the Property. I attach a copy of the email as **Exhibit "3"**.
32. As is set out in Justice Pattillo reasons, as well as the affidavit of Holly LeValliant, Eisen did not cooperate with the appointment of the Receiver. As is further confirmed in the Reports from BDO, due to that lack of cooperation from Eisen, Figueira remained in control of TDCI pending the hearing of the Application until February 26, 2015. During the intervening period from September 2014, to Justice Pattillo's Order dated February 27, 2015, Figueira was able to remove substantial funds from TDCI as well as allow the building to greatly deteriorate.
33. I am advised by Jenny Naumovski, legal assistant to Kevin Fisher, that Eisen had been served with the Application Record, the prior court orders issued by Justice Pattillo, the Reports prepared by BDO and the Receivership Order dated February 27, 2015. Still the Receiver had to contact local police to gain entry to TDCI's premises to act upon the Receivership Order.
34. As set out in the Receiver's report, upon entry, the Receiver became aware of the deplorable state of the building as a result of the actions of Figueira, which were known to Eisen yet he still sought to bar the Receiver from entry. Figueira and / or Tarback, in addition to other significant sums taken during the course of the Application, in breach of the court orders, were able to clean out the TDCI bank accounts just prior to the accounts being secured by the Receiver.
35. As is set out in Ms. LeValliant's affidavit sworn on January 26, 2015, Eisen issued a Notice of Sale under Eisen's 1st mortgage stating that the mortgage was in default, despite the fact that the mortgage was not in default at that time and Eisen had purported to claim a default on the basis unpaid property taxes for TDCI. Eisen purportedly paid \$1000 toward the property taxes, which Figueira

testified were usually paid the year following to take advantage of rebates and were historically in arrears. Eisen was aware of this.

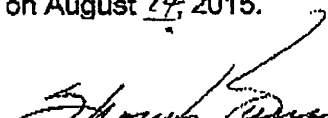
36. As is set out in the Receiver's report, On February 10, 2015, Eisen sent out an Agreement of Purchase and Sale ("APS") of the same date between himself in trust under Power of Sale and Sanctus Properties Ltd. for \$7,750,000. The APS had been entered into before the Notice under the Power of Sale had even expired. The Party to the Agreement was the same principal Figueira had obtained an APS from weeks earlier for a higher sale price. A copy of the related APS dated December 9, 2014 is attached hereto as **Exhibit "4"**.
37. The APS signed with Eisen was scheduled to close on March 10, 2015 and the proceeds would only be sufficient to pay out Mr. Eisen's 1st and 2nd mortgages while extinguishing all other encumbrances on the property, with Eisen providing the financing to complete the purchase. Under this APS Eisen would remain in essentially the same position prior to the Power of Sale, with all other encumbrances on the TDCI property being extinguished.
38. Before the Receiver was appointed further to Justice Pattillo's order, a transaction was to have closed related to the assignment of the Solar Panel lease and FIT contract for the solar array on the roof of TDCI in which TDCI was to have received payment of \$514,000
39. By an Order dated January 29, 2015, Justice Pattillo ordered that the transaction be completed for the benefit of TDCI with payment of the proceeds to TDCI being paid into trust. The transaction did not close, as set out in the Receiver's Report, it was reported that Eisen would not provide the non-disturbance agreement ("NDA") requested by the purchaser. I have been advised by Mr. Fisher and verily believe that it had been earlier indicated by Eisen to Figueira that Eisen would provide the requested NDA to the purchaser. I am further advised by Mr. Fisher that an NDA was obtained from Ms. Wertheim-Brault to permit the transaction to proceed.

Copies of the Court's Orders and Reasons

40. For the court's ease of reference, I have attached copies of the Orders and Reasons to my Affidavit.
41. I attach a copy of Justice Pattillo's Order dated September 11, 2014 as Exhibit "5".
42. I attach a copy of Justice Pattillo's Order dated January 29, 2015 as Exhibit "6".
43. I attach a copy of Justice Pattillo's Reasons dated February 27, 2015 as Exhibit "7".
44. I attach a copy of Justice Pattillo's Order dated February 27, 2015 appointing BDO Canada Ltd. as Receiver of TDCI as Exhibit "8".
45. I attach a copy of Justice Pattillo's Order dated March 17, 2015 implementing the registered transfer of the Dura Mortgage to BVHL as Exhibit "9".

Sworn before me at the Town of Collingwood)

in the Province of Ontario
on August 14, 2015.


Commissioner for Taking Affidavits
THOMAS BANKE

)
)
) 
) _____
) **Grace Adshade**
)

TAB

1

This is Exhibit "1" to the Affidavit of
Grace Adshade, sworn before me
this 17 day of August, 2015



A Commissioner for taking Affidavits, etc.

gowlings

montreal • ottawa • toronto • kitchener • waterloo region • calgary • vancouver • beijing • moscow • london

March 7, 2013

Tanya Rocca
Direct 416-862-3518
tanya.rocca@gowlings.com
File No. T99368

VIA FAX

Kevin W. Fisher
BASMAN SMITH LLP
Barristers & Solicitors
1 Dundas Street West
Suite 2400, Box 37
Toronto, ON M5G 1Z3
Fax: 416-860-1933

Dear Mr. Fisher:

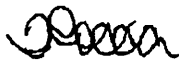
Re: Clive Figueira et al ats. Lisa Wertheim-Brault
Court File No. CV-11-9494-00CL

Enclosed please find TDCI's Garnishee's Statement in respect of the above noted matter, which will be filed with the court tomorrow. Unfortunately, TDCI Bracebridge Inc. did not receive the Notice of Garnishment served at 558 Mariner's Way, and was only recently advised of the Notice by Mr. Figueira.

We are currently in the process of updating the corporate records to reflect TDCI's business address of 345 Ecolestone Drive in Bracebridge. This will ensure that any notices addressed to TDCI Bracebridge Inc. will in fact be received by the company.

Sincerely,

GOWLING LAFLEUR HENDERSON LLP



Tanya Rocca

TR
Encl.

TOR_LAW 812050111

Gowling Lafleur Henderson LLP • Lawyers • Patent and Trade-mark Agents
1 First Canadian Place • 100 King Street West • Suite 1600 • Toronto • Ontario • M5X 1G5 • Canada T 416-862-7525 F 416-862-7661 gowlings.com

CV-11-9494-00CL

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

BETWEEN:

LISA WERTHEIM-BRAULT

Creditor

- and -

CLIVE FIGUEIRA

Debtor

- and -

TDCI BRACEBRIDGE INC.

Garnishee

GARNISHEE'S STATEMENT

I./We acknowledge that I/we owe or will owe the debtor or the debtor and one or more co-owners the sum of \$ _____ payable on _____ because

(Give reasons why you owe the debtor or the debtor and one or more co-owners money. If you are making payment of less than the amount stated in line 2 of this paragraph because the debt is owed to the debtor and to one or more co-owners or for any other reason, give a full explanation of the reason. If you owe the debtor wages, state how often the debtor is paid. State the gross amount of the debtor's wages before any deductions, and the net amount after all deductions and attach a copy of a pay slip.)

1.1 *(If debt owed to debtor and one or more co-owners, check here and complete the following.)*

Co-owner(s) of the Debt (name, address) _____

2. *(If you do not owe the debtor money, explain why. Give any other information that will explain your financial relationship with the debtor.)*

TDCI Bracebridge Inc. does not currently owe Clive Figueira any funds. In the past, TDCI Bracebridge Inc. has retained Mr. Figueira as a consultant. There are no outstanding amounts owing to Mr. Figueira for past services rendered. To the extent TDCI Bracebridge Inc. opts to

retain Mr. Figueira's services in the future, funds will be garnished by the Garnishee and remitted to the Sheriff in Bracebridge as required by law.

3. (If you have been served with any other notice of garnishment or a writ of execution against the debtor, give particulars.)

Name of creditor	Location of Sheriff	Date of notice or writ	Date of service on you
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4. (If you have been served outside Ontario and you wish to object on the ground that service outside Ontario was improper, give particulars of your objection.)

Date:

Signature of or for garnishee:



Name of garnishee: IDCI Bracebridge Inc.

Address: 345 Ecclestone Drive

Bracebridge, Ontario

FIC 1R1

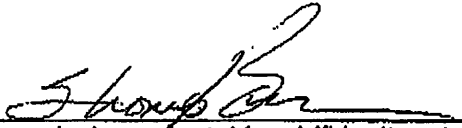
Telephone number: 705-640-0640

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TAB

2

This is Exhibit "2" to the Affidavit of
Grace Adshade, sworn before me
this 14 day of August, 2015

A handwritten signature in black ink, appearing to be "Sharon A.", written over a horizontal line.

A Commissioner for taking Affidavits, etc.

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

BETWEEN:

LISA WERTHEIM-BRAULT

Creditor

and

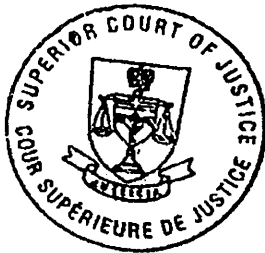
CLIVE FIGUEIRA

Debtor

and

THOMAS MICHAEL SHEPPARD

Garnishee



NOTICE OF GARNISHMENT

**TO THOMAS MICHAEL SHEPPARD
Barrister and Solicitor
488 Huron Street
Toronto, Ontario M5R 2R3**

A LEGAL PROCEEDING in this Court between the creditor and the debtor has resulted in an Order that the debtor pay a sum of money to the creditor. The creditor claims that you owe or will owe a debt to the debtor. A debt to the debtor includes both a debt payable to the debtor and a debt payable to the debtor and one or more co-owners. The creditor has had this Notice of Garnishment directed to you as garnishee in order to seize any debt that you owe or will owe to the debtor. Where the debt is payable to the debtor and to one or more co-owners, you must pay one-half of the indebtedness or the greater or lesser amount specified in an Order made under sub rule 60.08(16).