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**EXHIBIT "35"**

**To the Receiver's Seventh Report to Court  
Dated January 14, 2019**

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## Lewis, David

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**From:** Van de Mosselaer, Randal <rvandemosselaer@osler.com>  
**Sent:** November 27, 2018 2:54 PM  
**To:** Mike Terrigno  
**Cc:** Christopher Souster; Paplawski, Emily; Lewis, David; Shellon, Jacqueline  
**Subject:** [EXT] RE: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd.  
Re: Robert Smyth Action  
**Attachments:** Fwd: [EXT] Re: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd., et al. - Court File No. 1501-11817; Re: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd., et al. - Court File No. 1501-11817; [EXT] Base file - claim against Robert Smyth

Mike,

This conversation started with you asking the Receiver for an assignment of the potential claim which you believe the estate had against Robert Smyth.

In your October 22, 2018 email to the Receiver (attached), you said:

*"If you do not proceed with the claim [against Mr. Smyth] then I want to."*

In your November 5, 2018 email to the Receiver (attached), you said:

*"I will file the claim against Robert Smyth and I take your direction to do so as an absolute assignment of that cause of action to me."*

As there had not been such an assignment by the Receiver of any claim that the estate might have against Mr. Smyth, you and I had an exchange yesterday (attached) in which you said:

*"By your last email to me the assignment from David Lewis to me of the claim against Robert Smyth appears not to be valid."*

You asked for the Receiver's position in this regard because:

*"We have the claim prepared for filing."*

I therefore requested a copy of that claim. When it was received, we learned that Easy Loan Corporation had been preparing a claim against Robert Smyth, in which there were numerous allegations (at paragraphs 18, 19 and 42) that Easy Loan Corporation was an assignee of the estate's claim against Mr. Smyth.

In light of all of the foregoing, the Receiver quite reasonably understood that you were wanting to take an assignment of the estate's claim against Mr. Smyth. Indeed, the history of communications makes leads to no other conclusion. The issue was raised by you, you had asserted that you (or your company) had taken an assignment of this potential claim, and you had gone so far as to have your counsel draft a claim against Mr. Smyth in which your company asserted that it was the assignee of such a claim.

Given that there had been no such assignment, we wrote to you and Mr. Souster this morning, pointing out that it was not the case that there has been an assignment of such a claim, but that the Receiver would be prepared to entertain such an assignment on certain terms as set out in my email of 10:09 this morning (reproduced below).

You have responded with your series of email below in which it is now unclear whether you are or are not prepared to take an assignment of the potential claim which you believe the estate has against Mr. Smyth on the terms proposed by the Receiver. Indeed, you have simultaneously asserted that any claim the estate might have against Mr. Smyth is statute-barred, while at the same time taking exception to the suggestion that as a result of this conclusion you do not want to take an assignment of any claim that you believe the estate has against Mr. Smyth. Rather than directly answering the question of whether you do or do not want to take an assignment of the estate's potential claim against Mr. Smyth, you simply say that you want to take an assignment of "every single valid claim the receiver has", without specifying whether or not you still wish to take an assignment of whatever claim you believe the estate might have against Mr. Smyth.

We are not opining on whether the estate does or does not have a claim against Mr. Smyth, or anyone else for that matter. We were simply responding to your previous requests for an assignment of whatever claim you believe the estate might have against Mr. Smyth. When we set out the terms upon which the estate would be prepared to entertain such an assignment, you refuse to say clearly that you are prepared to take an assignment of whatever claim you believe the estate has against Mr. Smyth on those terms.

Accordingly, unless and until you should inform the Receiver that you are prepared to take an assignment of whatever claim you believe the estate may have against Mr. Smyth, we will consider this matter concluded. If you should elect to take an assignment of any claim against Mr. Smyth that you believe the estate may have, on the terms set out in my email of 10:09 this morning, kindly let us know.

Regards,

**OSLER**

Randal Van de Mosselaer

403.260.7060 DIRECT  
403.260.7024 FACSIMILE  
[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

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Suite 2500, TransCanada Tower  
450 - 1st Street S.W.  
Calgary, Alberta, Canada T2P 5H1

[osler.com](http://osler.com)

**From:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>  
**Sent:** Tuesday, November 27, 2018 1:53 PM  
**To:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>  
**Cc:** Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>; Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>; Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** RE: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd. Re: Robert Smyth Action

We will take every single valid claim the receiver has and the terms are fine.. But what claim do you think you have?

Sincerely yours,  
Mike Terrigno [MBA, LL.B/J.D., REM (Harvard) CICA (tax)]

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**From:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>

**Sent:** November 27, 2018 1:51 PM

**To:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>

**Cc:** Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>; Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>; Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>

**Subject:** Re: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd. Re: Robert Smyth Action

Given that you are of the view that any claim against Mr. Smyth is statute barred, I assume that you are not interested in taking an assignment of any claim the estate might have against Mr. Smyth. If my assumption is incorrect, please let us know, and also let us know whether the terms we have proposed are acceptable.

Regards,

Randal Van de Mosselaer

M : 403-862-5588

On Nov 27, 2018, at 1:45 PM, Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)> wrote:

No there is no fuking claim - it is statute barred.. what the hell wrong with you. How the hell do you purport to assign a statute barred claim.

Sincerely yours,  
Mike Terrigno [MBA, LL.B/J.D., REM (Harvard) CICA (tax)]

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**From:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>

**Sent:** November 27, 2018 1:36 PM

**To:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>  
**Cc:** Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>; Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>;  
Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** Re: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd. Re: Robert Smyth Action

Apologies for any misunderstanding. I'm just trying to understand if you want to take an assignment of the potential Smyth claim. If so, are the terms I have proposed acceptable? I had understood from your last email that you were no longer interested in taking an assignment. If I was mistaken in that, my apologies.

Regards,

Randal Van de Mosselaer  
M : 403-862-5588

On Nov 27, 2018, at 1:33 PM, Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)> wrote:

Randal get something straight right now, I will take a every single assignment that is valid and I have the money and ability to pursue any claim that the receiver will assign. Your email is misleading. You have nothing to assign regarding Smyth's claim. So if your trying to play games then I would go play with someone else because you are picking a fight with the wrong person my friend.

Sincerely yours,  
Mike Terrigno [MBA, LL.B/J.D., REM (Harvard) CICA (tax)]

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**From:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>  
**Sent:** November 27, 2018 1:29 PM  
**To:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>  
**Cc:** Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>; Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>; Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** Re: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd. Re: Robert Smyth Action

Thanks Mike. That is helpful.

I take from your email that you are no longer interested in taking an assignment of the possible claim against Mr. Smyth for the reasons set out in your email. If my understanding of this is incorrect, please advise.

With respect to the assignment of a potential claim against Mr. Billington, the process that the Receiver is following is as set out in our previous emails on this subject. We will advise once we have completed our analysis on this and give you notice of any application the Receiver intends to bring in this regard.

We trust the foregoing is satisfactory.

Randal Van de Mosselaer  
M : 403-862-5588

On Nov 27, 2018, at 1:20 PM, Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)> wrote:

The significance (or lack thereof) of the November 30, 2018 date from a limitations perspective;

Response: justice romaine decision was rendered December. we tried to peg the limitation to when she made her decision but it is unlikely to work t get around the limitation date.

Whether you are prepared to entertain taking an assignment on the terms outlined below.

Response: issue is moot due to point #1 above. Unless you want to assign the claim against Billington that we will be very happy to take and on the terms you note.

Please advise what are the net steps the receiver is taking.

Sincerely yours,  
Mike Terrigno [MBA, LL.B/J.D., REM (Harvard) CICA (tax)]

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mail are not given or endorsed by the sender unless otherwise indicated by an authorized representative independent of this message.

**From:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>  
**Sent:** November 27, 2018 1:10 PM  
**To:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>; Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>  
**Cc:** Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>; Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** RE: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd. Re: Robert Smyth Action

Mike,

Thanks. Unfortunately this is not responsive to my inquiries.

We look forward to hearing from you with respect to the matters raised in my email, specifically:

- The significance (or lack thereof) of the November 30, 2018 date from a limitations perspective;
- Whether you are prepared to entertain taking an assignment on the terms outlined below.

Regards,

<image001.gif>  
Randal Van de Mosselaer

403.260.7060 DIRECT  
403.260.7024 FACSIMILE  
[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

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450 - 1st Street S.W.  
Calgary, Alberta, Canada T2P 5H1  
<image002.gif>

**From:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>  
**Sent:** Tuesday, November 27, 2018 1:05 PM  
**To:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>; Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>  
**Cc:** Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>; Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** RE: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd. Re: Robert Smyth Action

Randal, the cause of action against Smyth is statute barred... what do you think you assigning?

Sincerely yours,  
Mike Terrigno [MBA, LL.B/J.D., REM (Harvard) CICA (tax)]

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**From:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>  
**Sent:** November 27, 2018 10:09 AM  
**To:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>; Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>  
**Cc:** Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>; Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** RE: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd. Re: Robert Smyth Action

**Re: Possible Robert Smyth Action**

Gentlemen,

This email addresses the issue of a possible claim against Robert Smyth which is discussed in the email exchange below and various other emails that were exchanged yesterday.

As a result of that exchange, we were provided with the attached draft Statement of Claim by which Easy Loan would be a Plaintiff in an action against Robert Smyth and his professional corporation.

Firstly, we understand that Mr. Terrigno has suggested that there is a possible limitation period expiring at the end of November, 2018. Given that the payments in issue were provided to and by Robert Smyth in late 2015 and early 2016, and that Mr. Smyth disclosed this fact during the August 17, 2016 hearing before Justice Romaine, we do not understand the significance of the November 30, 2018 date. This is particularly true in light of the allegation in paragraph 17 of the attached. Please advise in this regard.



Secondly, at no time did the Receiver assign any estate causes of action to Mr. Terrigno or Easy Loan Corporation. On November 5, 2018, Mr. Lewis indicated to Mr. Terrigno that: “we recommend that you continue with your action against Mr. Smyth [Emphasis added]”. To the extent Mr. Terrigno or Easy Loan have causes of action against Mr. Smyth, the Receiver is of the view that they should pursue those. It is noteworthy that in his email Mr. Lewis has not purported to assign any causes of action which belong to the estate, and insofar as I am aware there is no documentation by which the Receiver has assigned any estate cause of action to either Mr. Terrigno or Easy Loan. Accordingly, we take significant exception to the suggestions in paragraphs 18, 19 and 42 of the attached draft Statement of Claim which suggest that the estate has assigned its cause of action to Easy Loan. This is simply not the case.

We do note that in response to Mr. Lewis’s November 5, 2018 email, Mr. Terrigno indicated in a November 5, 2018 email that: “I will file the claim against Robert Smyth and I take your direction to do so as an absolute assignment of that cause of action to me.” Of course, this is an obvious and gross mischaracterization of what Mr. Lewis said in his email.

Thirdly, to the extent that Mr. Terrigno or Easy Loan Corporation are seeking an assignment of an estate cause of action, the Receiver may be prepared to consider such an assignment on certain terms, which would include the following:

1. The Receiver would need to be convinced that there are exigent circumstances (such as a looming expiration of a limitation period, as discussed above) which would make an application for Court advice, direction and approval impractical in the circumstances;
2. There would need to be an understanding that all costs and expenses associated with such an action (including any Court-awarded costs) would be exclusively for the account of the assignee, and the assignee (and Mr. Terrigno personally if he is not the assignee) would indemnify the estate for any such costs and expenses;
3. There would need to be an understanding that any proceeds recovered as a result of such an action would go first to pay for the costs and expenses associated with pursuing such an action, and any excess funds would be split in an agreed ratio between the assignee and the estate. There is simply no reason for the estate to gift Mr. Terrigno or Easy Loan Corporation an estate asset for no consideration where there is no process which would allow for the participation of other creditors and no possible benefit for estate creditors generally.

Please let me have your views on the foregoing as soon as possible.

Regards,

<image001.gif>  
Randal Van de Mosselaer

403.260.7060 DIRECT  
403.260.7024 FACSIMILE  
[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

Osler, Hoskin & Harcourt LLP  
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450 - 1st Street S.W.  
Calgary, Alberta, Canada T2P 5H1  
<image002.gif>

**From:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>  
**Sent:** Monday, November 26, 2018 2:41 PM  
**To:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>  
**Cc:** Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>; Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>; Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** Re: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd., et al. - Court File No. 1501-11817

Yes we do.. Chris can send it over.

Are you sending us all of billington's invoices?

Sincerely yours,  
Mike Terrigno [MBA, LL.B/J.D., REM (Harvard) CICA (tax)](sent by mobile phone)Privileged/Confidential information may be contained in this message and may be subject to legal privilege. Access to this e-mail by anyone other than the noted recipient herein is unauthorised. If you are not the intended recipient (or responsible for delivery of the message to such person), you cannot use, copy, distribute or deliver to anyone this message (or any part of its contents ) or take any action in reliance on it. In such case, you should destroy this message, and notify us immediately. If you have received this email in error, please notify us immediately by e-mail or telephone and delete the e-mail from any computer. If you or your employer does not consent to internet e-mail messages of this kind, please notify us immediately. All reasonable precautions have been taken to ensure no viruses are present in this e-mail. As the sender cannot accept responsibility for any loss or damage arising from the use of this e-mail or attachments we recommend that you subject these to your virus checking procedures prior to use. The views, opinions, conclusions and other informations expressed in this electronic mail are not given or endorsed by the sender unless otherwise indicated by an authorized representative independent of this message.

On Mon, Nov 26, 2018 at 2:36 PM -0700, "Van de Mosselaer, Randal" <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)> wrote:

Do you have a draft of the proposed Claim that you can send over?

<image001.gif>  
Randal Van de Mosselaer

403.260.7060 DIRECT  
403.260.7024 FACSIMILE  
[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

Osler, Hoskin & Harcourt LLP  
Suite 2500, TransCanada Tower  
450 - 1st Street S.W.  
Calgary, Alberta, Canada T2P 5H1  
<image002.gif>

**From:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>  
**Sent:** Monday, November 26, 2018 1:01 PM  
**To:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>  
**Cc:** Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>; Paplawski, Emily <[EPaplawski@osler.com](mailto:EPaplawski@osler.com)>; Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** RE: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd., et al. - Court File No. 1501-11817

Please see attached.

By your last email to me the assignment from David Lewis to me of the claim against Robert Symth appears not to be valid. Please advise do I have an assignment or not? We have the claim prepared for filing.

Sincerely yours,  
Mike Terrigno [MBA, LL.B/J.D., REM (Harvard) CICA (tax)]

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**From:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>  
**Sent:** November 26, 2018 12:43 PM  
**To:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>  
**Cc:** Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>; Paplawski,

Emily <EPaplowski@osler.com>; Lewis, David <dlewis@bdo.ca>;  
Shellon, Jacqueline <jshellon@bdo.ca>  
**Subject:** FW: Easy Loan Corporation and Mike Terrigno v. Base  
Mortgage & Investments Ltd., et al. - Court File No. 1501-11817

Thanks Mike. I think you may have attached the wrong transcript. The attached is a secretarial affidavit which attaches a transcript from an August 29, 2017 hearing. It is not an August 17, 2017 transcript. Nor does it seem to have anything to do with funds which Robert Smyth paid to Arnold.

Can you advise?

Thanks,

<image001.gif>  
Randal Van de Mosselaer

403.260.7060 DIRECT  
403.260.7024 FACSIMILE  
[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

Osler, Hoskin & Harcourt LLP  
Suite 2500, TransCanada Tower  
450 - 1st Street S.W.  
Calgary, Alberta, Canada T2P 5H1  
<image002.gif>

**From:** Mike Terrigno <mike@terrigno.ca>  
**Sent:** Friday, November 23, 2018 6:57 PM  
**To:** Van de Mosselaer, Randal <rvandemosselaer@osler.com>  
**Cc:** Christopher Souster <cmas@riversidelawoffice.ca>; Lewis, David <dlewis@bdo.ca>; Shellon, Jacqueline <jshellon@bdo.ca>; Paplawski, Emily <EPaplowski@osler.com>; Richard Billington <RBillington@billingtonbarristers.com>  
**Subject:** Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd., et al. - Court File No. 1501-11817

Randal attached are excerpts of transcripts from a hearing held on August 17, 2016 wherein Robert Symth (Arnold B prior lawyer) confirms that he redirected funds to Arnold thru his trust account that otherwise would have been under the control of (or at least available to) the receiver. I have been telling Richard to sue that piece of shit for a long ( i.e. see attached email from May 2018). The claim against Symth was assigned by BDO ( thru david lewis) to me in November 2018 because no one was moving in it. But now I have a limitation issue which we have just discovered having drafted the SOC and gone thru the evidence. This is just another fuking example of the BS that has been going on with this receivership. That was an easy \$192k to grab. Now it is likely up in smoke!

Sincerely yours,

Mike Terrigno ( MBA, LL.B/J.D., REM (Harvard), CICA (tax)

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**From:** Mike Terrigno  
**Sent:** Friday, November 23, 2018 3:44 PM  
**To:** 'Van de Mosselaer, Randal'  
**Cc:** Christopher Souster; Lewis, David; Shellon, Jacqueline; Paplawski, Emily; Richard Billington  
**Subject:** RE: [EXT] Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd., et al. - Court File No. 1501-11817

Randal, pleasure.

We would like to deal with Richard because I don't think it is fair for investors to be incur any further inefficiencies obtaining little value while money is squandered and they are being deceived. I kindly ask that you please deal with the receivership unwinding. The receivership has very few steps remaining ... get the last property sold, quash the DLP's caveat, unfreeze Susan Way funds... pay Souster, yourself and the receiver - then go away.

My team and I have things well in hand. I will buy each and every single assignment of the receiver. I will not take any steps until January 31, 2019 to give you time to have the foregoing steps completed or at least substantially completed.

Please send me all of Richard's invoices. And the assignment of the claim against him. I want to file the action before Christmas. We just finished the assigned claim against Robert Smyth. I will not take any steps against the 140+ investors I sued without providing you advanced notice.

As regards the issue of the Titan application. Although it may be a practice within the insolvency group in Calgary to bring a *Titan* type application within a receivership action, the substantive prejudicial aspect sought by such a remedial order ignites the limitation act which has been offended. Jeffrey Oliver is advising us on this aspect of our claim. But here is the basis:

## Limitation Act

### Application

2(1) This Act applies where a claimant seeks a **remedial order** in a proceeding commenced on or after March 1, 1999, whether the claim arises before, on or after March 1, 1999.

1(i) **“remedial order”** means a judgment or **an order made by a court in a civil proceeding requiring a defendant to comply with a duty or to pay damages for the violation of a right...**

(c) **“defendant”** means a person against whom a remedial order is sought.

3(1) Subject to subsections (1.1) and (1.2) and sections 3.1 and 11, **if a claimant does not seek a remedial order within (a) 2 years after the date on which the claimant first knew, or in the circumstances ought to have known, (i) that the injury for which the claimant seeks a remedial order had occurred.**

Assume if the Limitation Act did not apply how a Defendant/Respondent could be prejudiced. Hence, why all *Titan* type applications are made within the limitation period. Richard did not satisfy the requirements of the Limitation Act.

Please advise when is the next investor meeting?

I look forward to hearing from you.

Sincerely yours,

Mike Terrigno ( MBA, LL.B/J.D., REM (Harvard), CICA (tax)

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**From:** Van de Mosselaer, Randal [<mailto:rvandemosselaer@osler.com>]

**Sent:** Friday, November 23, 2018 1:17 PM

**To:** Mike Terrigno

**Cc:** Christopher Souster; Lewis, David; Shellon, Jacqueline; Paplawski, Emily; Richard Billington

**Subject:** FW: [EXT] Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd., et al. - Court File No. 1501-11817

Hello Mike,

As you may have heard through Chris Souster, we have been engaged to act for the Receiver in the captioned matter in place of Mr. Billington. Your email below has been forwarded to me.

As you might appreciate, we are on a steep learning curve in light of the lengthy history of this matter and the number of issues that arise in this receivership. Amongst the issues we are considering of course is the allegation you raise in your email below.

It would be very helpful to us if you could forward to us any information, documentation, opinions or analysis that you have which would assist us in understanding the nature of your concerns in this regard, and so that we might more quickly get up to speed on this issue in particular.

Thanks. We look forward to hearing from you.

Regards,

<image001.gif>  
Randal Van de Mosselaer

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Osler, Hoskin & Harcourt LLP  
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<image002.gif>

**From:** Mike Terrigno <[mike@terrigno.ca](mailto:mike@terrigno.ca)>  
**Sent:** November 13, 2018 11:20 AM  
**To:** Lewis, David <[dlewis@bdo.ca](mailto:dlewis@bdo.ca)>; Christopher Souster <[cmass@riversidelawoffice.ca](mailto:cmass@riversidelawoffice.ca)>  
**Cc:** Fryzuk, Craig <[CFryzuk@bdo.ca](mailto:CFryzuk@bdo.ca)>; Shellon, Jacqueline <[jshellon@bdo.ca](mailto:jshellon@bdo.ca)>  
**Subject:** RE: [EXT] RE: Easy Loan Corporation and Mike Terrigno v. Base Mortgage & Investments Ltd., et al. - Court File No. 1501-11817

Billington has to go away and you have a fiduciary obligation to start an action against him or to assign it to an investor (i.e. me!).

David, I have obtained several legal opinions on something that is going to scare you:

**Richard appears to have missed the limitation date on the Titan procedure. He had 2 years to file an application/action which he may**