

Court File No. CV-20-00636417
CL File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E N:

ECOHOME FINANCIAL INC.

Plaintiff

and

UTILECREDIT CORP. and JOHN NASSAR

Defendants

**SUPPLEMENTARY MOTION RECORD
Motion for Appointment of Receiver
Returnable June 5, 2020**

June 4, 2020

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Lawyers for the Plaintiff

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E N:

ECOHOME FINANCIAL INC.

Plaintiff

and

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Defendants

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1

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**ONTARIO
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B E T W E E N:

ECOHOME FINANCIAL INC.

Plaintiff

and

UTILECREDIT CORP. and JOHN NASSAR

Defendants

SUPPLEMENTARY AFFIDAVIT OF BRENT HOULDEN
(Sworn June 4, 2020)

I, Brent Houlden, of the City of Toronto, in the Province of Ontario, MAKE OATH and say:

1. I am the Chief Executive Officer of EcoHome Financial Inc. (“**EcoHome**”). EcoHome is a secured creditor of Utilecredit Corp. (“**Utilecredit**”), the respondent herein, and I am directly involved in the management of EcoHome’s arrangements with the debtor. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I state the source of my information and, in all such cases, believe it to be true.

2. I previously swore an affidavit on May 22, 2020 (my “**First Affidavit**”) in support of an application by EcoHome pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*

(Canada) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, for an order, amongst other things, appointing RSM Canada Limited as receiver and manager (the “**Receiver**”) of the assets, undertakings, and property of Utilecredit. Capitalized terms used and not defined herein have the meanings given to them in my First Affidavit.

3. I swear this affidavit in response to the affidavit of John Nassar sworn June 2, 2020 in connection with these proceedings (the “**Nassar Affidavit**”) and to provide an update on certain matters since the hearing in this proceeding on May 27, 2020.

4. I do not intend to respond to all of the claims and assertions raised in the Nassar Affidavit, many of which I believe are extraneous to EcoHome’s motion for the appointment of the Receiver. As the Nassar Affidavit was served at 4:50 p.m. on June 3, 2020 – a full seven days after the initial hearing in this matter and leaving only one business day for a response – I have not had the opportunity to respond directly to all of the assertions in the Nassar Affidavit. I believe that many of the assertions in the Nassar Affidavit are mischaracterizations, untrue or incomplete.

5. I wish to make a preliminary observation regarding Mr. Nassar’s attempt to impugn my evidence because I was not involved at the outset of the EcoHome–Utilecredit relationship. My background is as follows. I worked for Deloitte LLP for over 36 years, retiring in 2014. Over my career, I built a number of advisory and consultative practices at Deloitte and held various senior management roles in Financial Advisory and Deloitte Consulting. I also served on the Canadian Board of Deloitte for two terms. Following my retirement, I have been engaged by various companies and mandates, including becoming CFO of Daniel Leather, acting on the Premier of Ontario’s Advisory Council on Government Assets negotiating a contractual

framework for The Beer Store which led to the sale of beer in grocery stores, was the Chief Restructuring Officer of Golf Town Limited, the Restructuring Advisor at Bauer Hockey and Easton Sports, among other engagements. The fact that I was typically not involved at the outset of the transactions that I dealt with in these mandates has never prevented me with working with the companies' employees to inform myself of relevant information and appropriately representing the company, just like any other senior executive who takes over an office. The same applies in the case of EcoHome's relationship with Utilecredit – I have reviewed the file and have relied upon the work of the employees and officers whom I instructed to carry out an investigation and review of the Utilecredit situation. The fact that the contracts at issue in this matter last 10 years indicates that there was no reasonable expectation by the parties that all the same people would be involved in this matter over the life of those contracts and that, like all other commercial relationships, the parties' relationship and their respective rights would be governed by the contracts that they signed.

Utilecredit has not provided EcoHome with any financial information despite this Court's May 27, 2020 endorsement

6. On May 27, 2020, the Court adjourned EcoHome's motion for the appointment of the Receiver until June 5, 2020. In connection with the adjournment, the Court issued an endorsement on May 27, 2020 ordering that, among other things, "the defendants shall immediately provide all financial information to which the plaintiff is entitled. The plaintiff may send the defendants a list of such information to which the defendants are required to respond immediately." A copy of the Court's endorsement is attached hereto as **Exhibit "A"**.

7. Later that day, EcoHome's counsel wrote an email to Utilecredit's counsel requesting, among other things, all year-end and quarterly financial statements of Utilecredit, quarterly bank

statements for all bank accounts maintained by Utilecredit, and the annual corporate tax returns of Utilecredit. A copy of this email is attached hereto as **Exhibit “B”**.

8. On May 29, 2020 (two days later), Utilecredit’s counsel wrote to EcoHome’s counsel asserting the position that the Program Agreement did not require Utilecredit to provide any of the documents demanded by EcoHome and that EcoHome was attempting to circumvent the discovery process and the normal course of litigation. A copy of the letter from EcoHome’s counsel is attached hereto as **Exhibit “C”**.

9. Later the same day, EcoHome’s counsel wrote to Utilecredit’s counsel indicating that (a) EcoHome did not agree with Utilecredit’s interpretation of the Program Agreement or its assertion that Utilecredit does not have any obligation to provide the requested information under the Program Agreement, and (b) the parties did not need to debate the meaning of the Program Agreement, since the General Security Agreement dated August 14, 2015 executed by Utilecredit in favour of EcoHome provides that Utilecredit is required to, among other things, (i) provide EcoHome with such information and financial data as EcoHome may request from time to time, and (ii) permit EcoHome or its representatives full and reasonable access to Utilecredit’s premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom. A copy of the e-mail from EcoHome’s counsel dated May 29, 2020 is attached hereto as **Exhibit “D”**.

10. Utilecredit did not respond to the May 29, 2020 letter from EcoHome’s counsel. Utilecredit has not provided any financial information to EcoHome (other than partially-redacted financial statements attached to the Nassar Affidavit that was provided yesterday afternoon)

despite the clear direction in the Court's May 27, 2020 endorsement to "immediately" provide all financial information to which EcoHome is entitled.

Mr. Nassar has not been forthcoming in the provision of financial information

11. Utilecredit's refusal to comply with the May 27 Decision is a continuation of Utilecredit's and Nassar's on-going refusal to comply with the Program Agreement and GSA, and their attempt to frustrate EcoHome's right to access the Utilecredit's financial information.

12. EcoHome's counsel sent a demand letter to Mr. Nassar on May 19, 2020, a copy of which is attached as Exhibit "I" to my First Affidavit, in which EcoHome's counsel requested that Mr. Nassar deliver copies of the latest quarterly and annual financial statements of Utilecredit.

13. By reply email on May 19, 2020, Mr. Nassar stated "we won't be providing financial statements, partly because your client is in breach of their reporting obligations to Utilecredit and partly because the statements are not available" [emphasis added].

14. The Nassar Affidavit attaches certain financial statements of Utilecredit, including Utilecredit's December 31, 2019 financial statements. The December 31, 2019 financial statements include a "Notice to Reader" cover page that is dated March 27, 2020.

15. It therefore appears to me that Utilecredit's December 31, 2019 statements were finalized on March 27, 2020, even though Mr. Nassar expressly represented to EcoHome nearly two months later that he would not provide the financial statements to EcoHome because they were not available.

EcoHome has provided extensive reporting on the Cash Reserve Account to Utilecredit

16. At paragraph 17 of the Nassar Affidavit, Mr. Nassar states that “the Lease Reserve Reconciliation is a bald statement of amounts allegedly owing and is both deficient and unreliable”. Mr. Nassar continues that “EcoHome has never provided a satisfactory accounting of the Cash Reserve Account to Utilecredit, and has provided no reporting whatsoever since spring 2017. The Lease Reserve Reconciliation provides no explanation or supporting documentation for any of the line items therein.”

17. These statements are untrue and clearly contradicted by the evidence.

18. Attached hereto as **Exhibit “E”** is email correspondence between Christopher Alexander, a representative of EcoHome, and Mr. Nassar in October and November 2017. On October 31, 2017, Mr. Alexander sent the September 30, 2017 Lease Reserve Reconciliation to Mr. Nassar indicating that at that time there was a deficiency in the Cash Reserve Account of almost \$700,000. In Mr. Nassar’s reply email of November 8, 2017, Mr. Nassar does not dispute the amount owing and suggests that EcoHome should realize on its security:

...We might be able to consider a repurchase of the book if this is something you would consider, otherwise I think you will have to realize on your security. There is no way to cover the \$700k [emphasis added].

19. EcoHome also sent Mr. Nassar a copy of Lease Reserve Reconciliation as at October 31, 2017 in December 2017.

20. More recently, in February 2020, EcoHome sent the Lease Reserve Reconciliation to Mr. Nassar as at December 31, 2019. As indicated at paragraphs 33 and 34 of my First Affidavit, Peter Soon, EcoHome’s Senior Vice President, Operations, emailed Mr. Nassar on February 14,

2020 and February 27, 2020 to demand repayment of the indebtedness. Mr. Soon attached to each of those emails an Excel spreadsheet setting forth the Lease Reserve Reconciliation as at December 31, 2019. While the February 27, 2020 email from Mr. Soon to Mr. Nassar is attached as Exhibit “F” to my First Affidavit, the Excel spreadsheet containing the Lease Reserve Reconciliation attached to the email was not included in my First Affidavit due to its length and the fact that it contains confidential customer and sensitive commercial information. When it is printed, the Lease Reserve Reconciliation, with all of the supporting information, is more than 2,000 pages and contains detailed, commercially sensitive confidential information. Given its length, I have attached a copy of the first page of each tab of the Excel spreadsheet containing the Lease Reserve Reconciliation as at December 31, 2019 hereto as **Exhibit “F”** and a full electronic copy will be provided to the Court. If EcoHome is directed to file a printed copy of the full document with the Court Office, EcoHome will seek a sealing order in respect of it.

21. The Excel spreadsheet provided to Mr. Nassar on February 14, 2020 and February 27, 2020 contains a summary page in substantially the form attached as Exhibit “C” to my First Affidavit. Each line item on the summary page links to a separate spreadsheet tab that sets forth the calculation of the line item on a highly-detailed, transaction-by-transaction basis that, where applicable, lists the applicable date, contract number, customer ID, contract type, funding date, equipment type and applicable amount. This Excel spreadsheet provides the key details for each transaction or occurrence giving rise to an adjustment to the Cash Reserve Account. The reconciliation is a detailed, sophisticated accounting of changes to the Cash Reserve Account.

22. I note that EcoHome uses LeasePlus, an industry leading system, to administer finance and leasing contracts. The financial data in the Lease Reserve Reconciliation relating to individual leases is calculated by LeasePlus (e.g. Charge Offs – Bad Debts, Amounts Applied to

Client Accounts, Escalation, Price Adjustments, Non-Performing Assets and Outstanding Portfolio Listing). LeasePlus has been relied upon by Ernst & Young LLP and KPMG LLP in their financial statement audits of EcoHome. Additionally BDO Canada LLP performed a special purpose audit in March 2019 to assess the reliability of EcoHome's LeasePlus' system and determined that the LeasePlus system utilized by EcoHome to administer leases under the Program Agreement fairly reflects the terms and conditions of the leases and provides reliable reporting on the "net book value", or current values, of the leases.

Utilecredit has not credibly challenged the indebtedness owing to EcoHome

23. Mr. Nassar has not provided any credible evidence or argument to suggest that the Lease Reserve Reconciliation is incorrect. Mr. Nassar only raises three specific issues with the calculation, namely (a) the alleged omission of Annual Increases and End of Term Payments (paragraph 18), (b) the alleged lack of evidence for Amounts Charged Off related to Bad Debts (paragraph 19), and (c) adjustments to the Cash Reserve for the registration of notices of security interest ("NOSIs") (paragraph 20). As described below, Mr. Nassar's claims are baseless.

Annual Increases and End of Term Payments

24. At paragraph 18 of the Nassar Affidavit, Mr. Nassar says that under the Program Agreement the Cash Reserve Account is to be topped up with any payments received by EcoHome by way of Annual Increases and End of Term Payments. Mr. Nassar says that the absence of these items in the Cash Reserve Reconciliation is a "substantial omission".

25. In fact, the March 31, 2020 Cash Reserve Reconciliation contains a line item called "Escalation" (a common industry term for Annual Increases) that shows a credit *in favour of*

Utilecredit of \$332,402.06. This amount reduces the net obligations owing by *Utilecredit* to EcoHome. The Cash Reserve Reconciliation does not include any End of Term Payments, since those are payments payable by a customer after 120 months (i.e. 10 years) after the first payment due under the applicable Customer Contract. Since the Customer Contracts purchased by EcoHome were originated in 2016 or later, none of them are more than 10 years old and thus there have not been any End of Term Payments to be reflected in the Cash Reserve Account.

Amounts Charged Off related to Bad Debts

26. At paragraph 19 of the Nassar Affidavit, Mr. Nassar states that EcoHome has not provided a “shred of evidence” related to Amounts Charged Off related to Bad Debts.

27. To the contrary, the Lease Reserve Reconciliation provided to Mr. Nassar by EcoHome on February 19, 2020 contains a standalone tab listing approximately 280 adjustments to the Cash Reserve Account relating to Amounts Charged Off related to Bad Debts. Each entry includes a reference to the contract number, customer, contract type, funding date, equipment type, amount charged off, and the date of the charge off. In some instances, credits are reported in favour of *Utilecredit* where payments were received from customers in relation to delinquent amounts that had previously been charged off in accordance with the Program Agreement but for which a payment was later made. The aggregate of these adjustments is listed on the “Amounts Charged Off Related to Bad Debts” on the Lease Reserve Reconciliation summary page.

Charges Relating to the Registration of NOSIs

28. At paragraph 20 of the Nassar Affidavit, Mr. Nassar references a line item called “NOSI” on the summary and states that “it appears that EcoHome is double-counting this expense” on the

basis that EcoHome previously deducted the cost of registering NOSIs from the purchase price paid to Utilecredit in respect of Customer Contracts. The NOSI costs listed on the Lease Reserve Reconciliation are the result of the failure of Utilecredit to register the NOSIs as required pursuant to section 4.01(j)(x) of the Program Agreement. Even if the NOSI charges were double-counted – which EcoHome denies – the amount reported on the March 31, 2020 Lease Reserve Reconciliation for NOSIs is \$6,434.70, which represents 0.4% of the \$1,589,765.49 owing by Utilecredit to EcoHome. The fact that Mr. Nassar raises an issue with this immaterial line item demonstrates the lack of materiality of his arguments in respect of the Lease Reserve Reconciliation more generally.

29. In summary, EcoHome has provided Utilecredit with extensive reporting on the Lease Reserve Reconciliation as recently as February 2020. Mr. Nassar has had substantial opportunity to review that reconciliation on a line-by-line basis, request additional information and identify and quantify any issues in the calculation.

EcoHome has lost confidence in Utilecredit and its Management

30. Mr. Nassar indicates at paragraph 29 of the Nassar Affidavit that he intends to fund a proposal to Utilecredit's creditors. The list of creditors filed by Utilecredit in connection with its notice of intention (a copy of which is attached as Exhibit "H" to the Nassar Affidavit) lists only two creditors with claims of more than \$250 – a claim by EcoHome for \$1,554,763.36, and a claim by 2006901 Ontario Inc. for \$17,001.00. I note that 2006901 Ontario Inc. has the same address as Utilecredit and appears to be a related party. I further note that the 2019 financial statements provide late yesterday afternoon do not show this alleged \$17,001.00 debt owing, and does not even list the \$2001debt shown on the 2019 financial statements. In addition to other

reasons, given Utilecredit's continued attempts to thwart EcoHome's access to information, and the problems with what little information has now been belatedly been provided, EcoHome has lost all confidence in Utilecredit and its management.. Compounding the lost of confidence is the now available evidence that despite Mr. Nassar's representation that the financial statements were "not available", he has now provided, on the eve of the hearing, a number of redacted, accountant-reviewed financial statements, which show that they were done in March 2020, well before his misrepresentation in May 2020 that such statements were "not available".

31. Since EcoHome's claim represents approximately 99% of all claims against Utilecredit, it is clear that EcoHome has a veto position over any proposal put forward by Utilecredit. EcoHome is effectively the only creditor to whom Utilecredit would be making a proposal.

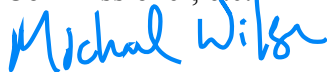
32. EcoHome has been demanding repayment of the indebtedness since February 2020. Mr. Nassar had ample opportunity to put forward a settlement proposal acceptable to EcoHome but has been unable or unwilling to do so. Any further delay waiting for Mr. Nassar to bring forward a proposal that he has already had months to develop will only come at the expense and prejudice of EcoHome.

33. In these circumstances, EcoHome will not support any proposal put forward by Utilecredit. EcoHome has completely lost confidence in Utilecredit and Mr. Nassar as a result of months of stonewalling by Mr. Nassar, a refusal to provide financial information to EcoHome, and the last-minute desperation moves by Utilecredit that are plainly calculated to frustrate and delay the exercise of EcoHome’s rights rather than facilitate as smooth a landing as possible, which should be the objective of any fiduciary of a corporation in Utilecredit’s position.

SWORN before me virtually at the City of Toronto, in the Province of Ontario on June 4, 2020



A Commissioner, etc.



Brent Houlden

A

This is Exhibit “A” referred to in the
Supplementary Affidavit of Brent Houlden,
affirmed before me this 4th day of June, 2020.

A handwritten signature in blue ink, appearing to read "M. Houlden", written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

From: [Koehnen, Mr. Justice Markus \(SCJ\)](#)
To: [Pradeep Chand](#); [Wadden, Jason](#)
Cc: [Wilson, Michael](#); [Wiffen, Bradley](#); [Murray Snider](#); [JUS-G-MAG-CSD-Toronto-SCJ Commercial List](#); [admin](#); [Student - Chand Snider LLP](#); [Khaled Gheddai](#)
Subject: Re: EcoHome Financial v. Utilecredit and John Nassar - Receivership Motion
Date: Wednesday, May 27, 2020 4:48:48 PM
Attachments: [image001.png](#)
[image002.png](#)

Dear Counsel,

Thank you Mr. Chand. Mr. Wadden, you may include the proposed language in the formal order.

Yours truly

Justice Markus Koehnen

Ontario Superior Court of Justice
361 University Ave.
Toronto, Ont.
M5G 1T3
416-327-5284

From: Pradeep Chand <pchand@chandsnider.com>
Sent: Wednesday, May 27, 2020 4:38 PM
To: Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca>; Wadden, Jason <jwadden@goodmans.ca>
Cc: Wilson, Michael <mwilson@goodmans.ca>; Wiffen, Bradley <bwiffen@goodmans.ca>; Murray Snider <msnider@chandsnider.com>; JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>; admin <admin@chandsnider.com>; Student - Chand Snider LLP <student@chandsnider.com>; Khaled Gheddai <kghehdai@chandsnider.com>
Subject: RE: EcoHome Financial v. Utilecredit and John Nassar - Receivership Motion

Good afternoon Your Honour,

Thank you for your message. We take no position on Mr. Wadden's suggestion as outlined below.

Warm regards,

PRADEEP CHAND
Partner | CHAND SNIDER LLP
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“Invincibility lies in the defence; The possibility of victory in the attack.”

- Sun Tzu

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From: Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca>
Sent: Wednesday, May 27, 2020 3:37 PM
To: Wadden, Jason <jwadden@goodmans.ca>
Cc: Wilson, Michael <mwilson@goodmans.ca>; Wiffen, Bradley <bwiffen@goodmans.ca>; Murray Snider <msnider@chandsnider.com>; Pradeep Chand <pchand@chandsnider.com>; JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>
Subject: Re: EcoHome Financial v. Utilecredit and John Nassar - Receivership Motion

Mr. Chand, do you have any comments on Mr. Wadden's suggestion?

Justice Markus Koehnen
Ontario Superior Court of Justice
361 University Ave.
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From: Wadden, Jason <jwadden@goodmans.ca>
Sent: Wednesday, May 27, 2020 3:11 PM

To: Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca>

Cc: Wilson, Michael <mwilson@goodmans.ca>; Wiffen, Bradley <bwiffen@goodmans.ca>; msnider@chandsnider.com <msnider@chandsnider.com>; pchand@chandsnider.com <pchand@chandsnider.com>; JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>

Subject: Re: EcoHome Financial v. Utilecredit and John Nassar - Receivership Motion

Thank you, your Honour.

We are writing to request that two clarification clauses be added to paragraph 1 of the “order” part of the endorsement in order to provide some clarity in the future if the paragraph needs to be relied upon.

In the excerpt below, we have highlight the suggested clarifying wording for paragraph 1:

Any limitation periods (including any “look-back” periods under the Bankruptcy and Insolvency Act) applicable to any claims by the plaintiff (or, if appointed, any receiver or trustee of Utilecredit Corp.) against either defendant shall be extended by 10 days. This includes any limitations periods that may have been tolled or extended by virtue of the current Covid 19 pandemic. Once such limitation periods begin to run again, the plaintiff’s limitation period for claims against the defendants shall be extended by an additional 10 days.

The first suggested clarification is to help ensure the look back periods are included in the tolling as it may be uncertain if they are caught by the term “limitation period”.

The second suggested clarification is to help ensure that claims that might properly rest with the Receiver (such as the transfer at under value claims) are also protected by the tolling provision.

If those proposed changes are acceptable to your honour, we will incorporate them into a draft Order for your signature.

Best regards,
Jason Wadden
Goodmans LLP

On May 27, 2020, at 1:56 PM, Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca> wrote:

Dear Counsel,

This email constitutes my endorsement of today's date and is to be placed in the court file. All of the participants on video conference hearing are copied on this email.

The plaintiff seeks an order appointing a receiver over the defendant UtileCredit Corp. The defendant seeks an adjournment. It argues it was only given notice late Friday of a hearing on Wednesday and that counsel was retained only on Monday. It submits there are factual issues in dispute including the amount of the debt which may amount to zero.

There are some challenges with this position. The defendant had admitted in emails to the debt owing but had explained he had no money, the corporation was insolvent and had not been operating for 2 years.

I am nevertheless inclined to grant an adjournment until June 5, 2020. The defendant is entitled to a chance to put his full version of events before the court. I will, however, set the following terms for the adjournment:

1. Any limitation periods applicable to any claims by the plaintiff against either defendant shall be extended by 10 days. This includes any limitations periods that may have been tolled or extended by virtue of the current Covid 19 pandemic. Once such limitation periods begin to run again, the plaintiff's limitation period for claims against the defendants shall be extended by an additional 10 days.
2. The defendants shall immediately provide all financial information to which the plaintiff is entitled. The plaintiff may send the defendants a list of such information to which the defendants are required to respond immediately.
3. Neither defendant may dispose of any assets during the course of the adjournment.
4. If either defendant has transferred assets to a related party during the lookback period applicable to non-arm's length parties under the Bankruptcy and Insolvency Act, the recipients of those assets may not make any further transfer during the course of the adjournment.
5. The matter will be adjourned to a full day hearing before me on June 5, 2020. The June 5 hearing date is preemptory to the defendants.
6. If either party wishes, they may incorporate this endorsement into a formal order and send it to me for signature after approval as to form and content by opposing counsel.
7. If the parties have any difficulty implementing this order, they may email me directly for a case conference to address the issue.

Yours truly

Justice Markus Koehnen
Ontario Superior Court of Justice
361 University Ave.
Toronto, Ont.
M5G 1T3
416-327-5284

From: Wilson, Michael <mwilson@goodmans.ca>
Sent: Wednesday, May 27, 2020 9:54 AM
To: Wadden, Jason <jwadden@goodmans.ca>; Wiffen, Bradley <bwiffen@goodmans.ca>; msnider@chandsnider.com <msnider@chandsnider.com>; pchand@chandsnider.com <pchand@chandsnider.com>; Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca>; JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>
Subject: EcoHome Financial v. Utilecredit and John Nassar - Receivership Motion
When: Wednesday, May 27, 2020 11:00 AM-12:00 PM.
Where: Via Zoom: <https://zoom.us/j/95336679103?pwd=YnQxM1QwMDIwYUVNY3FEMERsT3ZJQT09>

<https://zoom.us/j/95336679103?pwd=YnQxM1QwMDIwYUVNY3FEMERsT3ZJQT09>

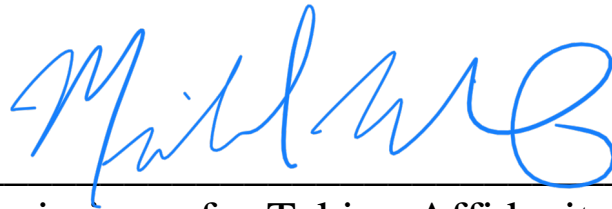
***** Attention *****

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise us immediately at privacyofficer@goodmans.ca and delete this email without reading, copying or forwarding it to anyone. Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON, M5H 2S7, www.goodmans.ca. You may unsubscribe to certain communications by clicking [here](#).

In light of the COVID-19 pandemic, Goodmans is not hosting in-person meetings at this time.

B

This is Exhibit “B” referred to in the
Supplementary Affidavit of Brent Houlden,
affirmed before me this 4th day of June, 2020.

A handwritten signature in blue ink, appearing to read "Michelle B". The signature is written in a cursive style and is positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.

From: [Wiffen, Bradley](#)
To: [Pradeep Chand](#); [Murray Snider](#)
Cc: [Wadden, Jason](#); [Wilson, Michael](#)
Subject: Utilecredit - Provision of Information
Date: Wednesday, May 27, 2020 9:26:23 PM

Mr. Chand,

Further to Justice Koehnen's endorsement today, the plaintiff requests that Utilecredit immediately provide the following information:

1. All year-end and quarterly financial statements of Utilecredit and the associated review engagement reports and officer's certificates not previously provided to the plaintiff, as required pursuant to sections 5.01(a)(i) and (ii) of the Program Agreement.
2. The certificate required pursuant to section 5.01(a)(iii) of the Program Agreement for the years ended December 31, 2018 and December 31, 2019 and the quarter ended March 31, 2020.
3. Pursuant to section 5.01(a)(iv) of the Program Agreement, the following information and documents for the past three years:
 - a. Quarterly bank statements for all bank accounts maintained by Utilecredit.
 - b. Quarterly Enbridge remittance, payment and confirmation files.
 - c. Quarterly trial balances or other financial reporting provided to or reviewed by management.
 - d. Annual corporate tax returns of Utilecredit.

The plaintiff reserves the right to request additional information and documentation based on its review of the materials provided by Utilecredit.

Regards,

Bradley Wiffen

Goodmans LLP

416.597.4208

bwiffen@goodmans.ca

Bay Adelaide Centre

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

C

This is Exhibit "C" referred to in the
Supplementary Affidavit of Brent Houlden,
affirmed before me this 4th day of June, 2020.

A handwritten signature in blue ink, appearing to be "M. J. ...", written in a cursive style.

A Commissioner for Taking Affidavits, etc.



CHAND SNIDER LLP

LITIGATION COUNSEL

Murray Snider
msnider@chandsnider.com

May 29, 2020

Jason Wadden and Michael Wilson

Barristers & Solicitors

Goodmans LLP

Toronto ON M5H 2S7

Counsel,

RE: Eco Home Financial Inc. v. Utilecredit Corp. et al.
Court File No.: CV-20-00636417

We write further to the email endorsement of Justice Koehnen of May 27, 2020 and Mr. Wiffen's subsequent email of even date.

His Honour's endorsement states at paragraph two that "the defendants shall provide all financial information to which the plaintiff is entitled and that the plaintiff may send a list of such information to which the defendants are required to respond to immediately."

Mr. Wiffen's email requests information pursuant to sections 5.01(a)(i) and (ii), 5.01(a)(iii) and 5.01(a)(v) of the Consumer Lease Program Agreement between Eco Home Financial Inc. ("**EcoHome**") and Utilecredit Corp. ("**Utilecredit**") dated January 6, 2016 (the "**CLPA**").

We have reviewed Mr. Wiffen's request and we do not believe the information sought to be that information EcoHome is entitled to under the CLPA. Specifically, section 5.01 states that "[s]o long as Purchaser is obliged to purchase any Purchased Assets hereunder, the Seller covenants and agrees that it shall..." Section 5.01 then goes on to list specific information that may be requested.

Our client is of the view that as EcoHome is not obliged to purchase any consumer lease contracts, nor has it expressed any intention of purchasing any consumer lease contracts from Utilecredit, there is no corresponding obligation on the part of Utilecredit to furnish the information sought



CHAND SNIDER LLP

and referred to at 5.01(a)(i) and (ii), 5.01(a)(iii) and 5.01(a)(v). The fact that EcoHome is not purchasing, nor obliged to purchase contracts is further confirmed by the demand letters sent by Mr. Soon and Mr. Wiffen thereafter on March 3, 2020, terminating the CLPA.

It may also be suggested that the simple fact Eco Home has not purchased, nor has Utilecredit offered for purchase any consumer leases for approximately three years, is a strong indicator that there is no obligation. Furthermore, it is also the case that during the term in which the CLPA was on foot and Eco Home was purchasing consumer contracts they did not exercise these rights to request information.

Overall, we view Mr. Wiffen's production request as an effort to circumvent the discovery process and the normal course of litigation. We expect but cannot confirm at this time that at least some of those documents requested would be properly disclosed in our clients Schedule "A" productions contained within their affidavit of documents.

Sincerely,

CHAND SNIDER^{LLP}

Murray Snider

Murray Snider

Ms/ms

D

This is Exhibit “D” referred to in the
Supplementary Affidavit of Brent Houlden,
affirmed before me this 4th day of June, 2020.

A handwritten signature in blue ink, appearing to be "M. H. [unclear]", written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

From: [Wadden, Jason](#)
To: [Murray Snider](#); [Pradeep Chand](#)
Cc: [Wiffen, Bradley](#); [Wilson, Michael](#)
Subject: Utilecredit - Letter from Goodmans May 29 2020
Date: Friday, May 29, 2020 6:24:37 PM
Attachments: [Letter to Murray Snider May 29 2020.pdf](#)

Please see the attached letter.

Jason Wadden

Goodmans LLP

Direct: 416.597.5165

Email: jwadden@goodmans.ca

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
goodmans.ca



Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.597-5165
jwadden@goodmans.ca

May 29, 2020

Our File No.: 200679

Delivered Via Email (msnider@chandsnider.com)

Murray Snider
Chand Snider LLP
330 Bay Street, Suite 500
Toronto, ON M5H 2S8

Dear Mr. Snider:

Re: EcoHome Financial Inc. v. Utilecredit Corp.

We write further to your letter dated May 29, 2020 and the email correspondence of Mr. Wiffen dated May 27, 2020 (the “**Information Request**”) requesting that Utilecredit Corp. (“**Utilecredit**”) provide certain financial and other information to the plaintiff, EcoHome Financial Inc. (“**EcoHome**”), pursuant to the May 27, 2020 endorsement of Justice Koehnen (the “**Endorsement**”).

We do not agree with your interpretation of the Program Agreement or your assertion that Utilecredit does not have any obligation to provide the requested information under the Program Agreement.

We do not, however, need to have that debate, as it is clear that Utilecredit is required to provide the requested information pursuant to the terms of the General Security Agreement dated as of August 14, 2015 (the “**GSA**”).

Pursuant to the GSA, Utilecredit agreed to, among other things:

- (a) provide EcoHome with accountant-prepared financial statements within 120 days of each of its fiscal year ends [section 11(a)];
- (b) provide EcoHome with such other information and financial data as EcoHome may request from time to time [section 11(e)]; and
- (c) permit EcoHome or its authorized representatives full and reasonable access to Utilecredit’s premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom [section 12(g)].

Given Utilecredit’s clear contractual obligation to provide EcoHome with full access to Utilecredit’s business and financial records and such information and financial data as EcoHome



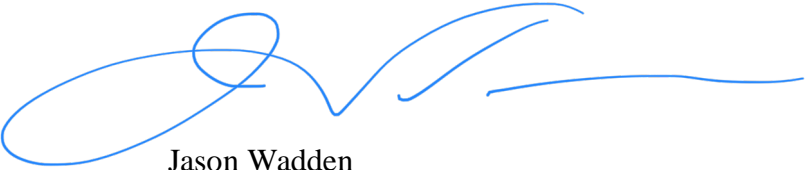
may request, we expect that Utilecredit will immediately provide the information set forth in the Information Request.

We note that at the May 27, 2020 hearing, Justice Koehnen indicated his intention to place strict adjournment conditions on Utilecredit and directed Utilecredit to work “around the clock” to “immediately” provide information to EcoHome. We do not believe the position set out in your May 29, 2020 letter – in which Utilecredit rejects any requirement to provide the requested information – is consistent with the terms or spirit of the Endorsement. Accordingly, we expect that Utilecredit will immediately provide the information requested in the Information Request.

If Utilecredit is not prepared to provide the requested information, kindly inform us 5:00pm tomorrow so that we can address this as we consider appropriate. EcoHome will not countenance further delay or refusals to provide information to which it is clearly entitled.

Yours truly,

Goodmans LLP

A handwritten signature in blue ink, consisting of a large, stylized initial 'J' followed by a series of loops and a long horizontal stroke.

Jason Wadden
JW/
7064076

E

This is Exhibit "E" referred to in the
Supplementary Affidavit of Brent Houlden,
affirmed before me this 4th day of June, 2020.

A handwritten signature in blue ink, appearing to read "M. J. [unclear]", written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

 Reply all |  Delete Junk | 

RE: Sept reserve report

CA

Christopher Alexander <calexander@dealnetcapital.com>

  Reply all | 

Fri 11/10/2017 7:16 AM

To: John Nassar <john.nassar@81capital.com> 

Sent Items

John apologies for late response ended up having to leave office shortly after my email to deal with a person matter with my son who got hurt at school playing hockey.

Are you free today to speak?

From: John Nassar [<mailto:john.nassar@81capital.com>]
Sent: November 8, 2017 9:38 AM
To: Christopher Alexander <calexander@dealnetcapital.com>
Subject: Re: Sept reserve report

Chris, I have time around 1:30. As previously discussed many of the dealers who are the subject of the deals are no longer solvent or in business. We might be able to consider a repurchase of the book if this is something you would consider, otherwise I think you will have to realize on your security. There is no way to cover the \$700k.

Thanks!

John Nassar
CND: 416-318-1272
USA: 305-399-2633

This e-mail may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail or the information it contains by other than an intended recipient is unauthorized. If you received this e-mail in error, please advise me (by return e-mail or otherwise) immediately.

From: Christopher Alexander <calexander@dealnetcapital.com>
Date: Wednesday, November 8, 2017 at 9:15 AM
To: John Nassar <john.nassar@81capital.com>
Subject: RE: Sept reserve report

John can we please speak today- Let me know what time you are free. We do need to resolve your reserve deficit.

Thx.

From: Christopher Alexander
Sent: October 31, 2017 11:57 AM
To: John Nassar <john.nassar@81capital.com>

Reply all | ▾ Delete Junk | ▾ ...

John:

Please see reserve report as of September 31st. I never did hear back from you from our conversation at the end of September. Reserve balance is in a deficit of almost \$700K and we continue identify further charge offs related to the fraud from the National. Can we chat today or tomorrow about how we can resolve as otherwise I have little choice but to start considering further action on our part.

Let me know what works.

Chris

Christopher J. Alexander, CPA, CA, CBV
SVP Finance

Dealnet Capital Corp.

C: 905.334.6674

W: www.dealnetcapital.com

E: calexander@dealnetcapital.com



HQ: 4 King Street West, Suite 1700 | Toronto, ON Canada | M5H 1B6

F

This is Exhibit "F" referred to in the
Supplementary Affidavit of Brent Houlden,
affirmed before me this 4th day of June, 2020.

A handwritten signature in blue ink, appearing to be "M. J. T. O.", written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

**EcoHome Financial
Report Definitions**

Outstanding Portfolio

The Net Book Value of the Dealer's portfolio of active contracts at the reserve reporting date
The minimum reserve amount required to be maintained by Dealer based on the reserve percentage as per Dealer contract. Calculated as Outstanding Portfolio * Required Reserve Rate

Required Reserve Balance

Balance in Account

Actual balance in the reserve account as of the last reporting date

Reserves Received from New Originations

Additions to reserve account from new originations in the period (originations * required reserve rate)

Amounts Charged off related to Bad Debts

Deductions from the reserve related to delinquent accounts deemed uncollectible and written off

Reserve Top Up

Additions to reserve account to replenish account deficiency. Amounts will be collected by clawing back from new funding or through dealer cheque

Escalation

Additions to reserve account from escalations billed to customers on behalf of the dealer

Amounts Applied to Client Accounts

Deductions from reserve account to clear specific client account issues

Price Adjustments

Deal adjustment due to price reduction

Other

Other Adjustments

Non Performing Assets

Delinquent accounts which are expected to be written off to reserve

Ending Reserve Balance

Ending Reserve Balance as at Reserve Reporting Date

Excess (Deficiency)

Difference between Ending Reserve Balance and Required Reserve Balance. Negative amount reflects a shortage and positive amount reflects an overage

UtileCredit Corp.
Lease Reserve Reconciliation
December 31, 2019

	NBV	(Debit)/Credit Reserve	
Outstanding Portfolio	7,941,227.49	397,061.37	
Required Reserve Balance	<u>7,941,227.49</u>	<u>397,061.37</u>	A
Balance in Account at September 1, 2015		0.00	
Reserves Received from New Originations		907,319.57	
Amounts Charged Off related to Bad Debts		(1,808,302.24)	
Amounts Charged Off in Excess of Funding		373,286.83	
Reserve Top Up		136,062.19	
Escalation		287,475.68	
NOSI		(210.20)	
Amounts Applied to Client Accounts		(11,407.48)	
Price Adjustment		(11,057.22)	
Enbridge Charges		(74,347.06)	
Other		(104,886.79)	
Non Performing Assets		(306,066.72)	
Reserve Balance		(851,635.27)	B
		<u>(1,157,701.99)</u>	
Excess (Deficiency) at December 31, 2019		<u>(1,554,763.36)</u>	(B)-(A)

Contract	Customer ID	Equipment Cost	Contract Type	Date Funded	Vendor	Equipment Type	Amount Received
2010969	E54091	5,819.56	RENTAL	9/9/2015	UTILECREDIT CORP	Furnace	290.98
2011133	E54091	2,493.62	RENTAL	9/23/2015	UTILECREDIT CORP	TANKLESS WATER HEAT	124.68
2011136	E54089	1,495.84	RENTAL	9/23/2015	UTILECREDIT CORP	HOT WATER TANK	74.79
2010972	E54089	5,819.56	RENTAL	9/9/2015	UTILECREDIT CORP	Furnace	290.98
2010974	E54092	5,819.56	RENTAL	9/9/2015	UTILECREDIT CORP	Furnace	290.98
2011066	E54820	5,816.24	RENTAL	9/16/2015	UTILECREDIT CORP	FURNACE	290.81
2011059	E54821	11,639.12	RENTAL	9/16/2015	UTILECREDIT CORP	A/C & FURNACE	581.96
2011124	E54821	2,656.59	RENTAL	9/22/2015	UTILECREDIT CORP	Hot Water Tank	132.83
2011091	E54366	2,493.62	RENTAL	9/21/2015	UTILECREDIT CORP	Water Heater	124.68
2011041	E54560	6,235.30	RENTAL	9/21/2015	UTILECREDIT CORP	FURNACE	311.77
2011049	E54552	6,235.30	RENTAL	9/21/2015	UTILECREDIT CORP	FURNACE	311.77
2011037	E54562	6,235.30	RENTAL	9/21/2015	UTILECREDIT CORP	FURNACE	311.77
2011042	E54559	6,235.30	RENTAL	9/21/2015	UTILECREDIT CORP	FURNACE	311.77
2011036	E54569	7,898.27	RENTAL	9/21/2015	UTILECREDIT CORP	FURNACE	394.91
2011039	E54570	11,639.12	RENTAL	9/21/2015	UTILECREDIT CORP	A/C & FURNACE	581.96
2011122	E55090	1,578.99	RENTAL	9/22/2015	UTILECREDIT CORP	HOT WATER TANK	78.95
2011127	E55077	5,403.82	RENTAL	9/23/2015	UTILECREDIT CORP	FURNACE	270.19
2011128	E55098	4,156.59	RENTAL	9/23/2015	UTILECREDIT CORP	FURNACE	207.83
2011123	E55069	6,235.30	RENTAL	9/23/2015	UTILECREDIT CORP	FURNACE	311.77
2011131	E55096	5,403.82	RENTAL	9/23/2015	UTILECREDIT CORP	FURNACE	270.19
2011129	E55073	6,235.30	RENTAL	9/23/2015	UTILECREDIT CORP	FURNACE	311.77
2011125	E55071	6,235.30	RENTAL	9/23/2015	UTILECREDIT CORP	FURNACE	311.77
2011047	E54554	6,235.30	RENTAL	9/24/2015	UTILECREDIT CORP	FURNACE	311.77
2011126	E55092	4,988.08	RENTAL	9/25/2015	UTILECREDIT CORP	FURNACE	249.40
2011379	E56330	1,495.84	RENTAL	10/16/2015	UTILECREDIT CORP	Hot Water Tank	74.79
2011261	E55756	4,156.59	RENTAL	10/6/2015	UTILECREDIT CORP	Furnace	207.83
2011389	E55496	4,988.08	RENTAL	10/16/2015	UTILECREDIT CORP	Furnace	249.40
2011386	E56333	5,403.82	RENTAL	10/23/2015	UTILECREDIT CORP	Furnace	270.19
2011372	E56335	5,403.82	RENTAL	10/19/2015	UTILECREDIT CORP	Furnace	270.19
2011267	E55759	5,403.82	RENTAL	10/6/2015	UTILECREDIT CORP	Furnace	270.19
2011263	E55754	5,403.82	RENTAL	10/6/2015	UTILECREDIT CORP	Furnace	270.19
2011319	E55988	5,819.56	RENTAL	10/9/2015	UTILECREDIT CORP	Furnace	290.98
2011511	E56066	5,819.56	RENTAL	10/23/2015	UTILECREDIT CORP	Furnace	290.98
2011516	E56933	5,819.56	RENTAL	10/26/2015	UTILECREDIT CORP	Furnace	290.98
2011268	E55755	5,819.56	RENTAL	10/6/2015	UTILECREDIT CORP	Furnace	290.98
2011264	E55752	6,235.30	RENTAL	10/6/2015	UTILECREDIT CORP	Furnace	311.77
2011265	E55753	6,235.30	RENTAL	10/6/2015	UTILECREDIT CORP	Furnace	311.77

Contract	Customer ID	Contract Type	Date Funded	Vendor	Equipment Type	Amount of Charge Off	Date
2012237	E59401	RENTAL	12/7/2015	UTILECREDIT CORP	Water Softener	889.52	12/31/2016
2012961	E61061	RENTAL	1/25/2016	UTILECREDIT CORP	Hepa System	4,374.25	12/31/2016
2013003	E60790	RENTAL	1/13/2016	UTILECREDIT CORP	Hepa System	542.33	12/31/2016
2013036	E61344	RENTAL	1/14/2016	UTILECREDIT CORP	Furnace	17,274.11	12/31/2016
2013049	E60391	RENTAL	1/14/2016	UTILECREDIT CORP	Hot Water Tank	2,314.68	12/31/2016
2013059	E61078	RENTAL	1/15/2016	UTILECREDIT CORP	Water Treatment :	451.94	12/31/2016
2013607	E62098	RENTAL	2/16/2016	UTILECREDIT CORP	Hepa System	7,134.94	12/31/2016
2013612	E62916	RENTAL	2/16/2016	UTILECREDIT CORP	Hepa System	7,178.37	12/31/2016
2013800	E63676	RENTAL	2/24/2016	UTILECREDIT CORP	Furnace	16,053.84	12/31/2016
2013917	E63356	RENTAL	2/26/2016	UTILECREDIT CORP	Hepa System	7,178.37	12/31/2016
2014045	E64789	RENTAL	3/8/2016	UTILECREDIT CORP	Furnace	361.55	12/31/2016
2014094	E64790	RENTAL	3/8/2016	UTILECREDIT CORP	Air Conditioner	6,319.62	12/31/2016
2014192	E63774	RENTAL	3/10/2016	UTILECREDIT CORP	Hepa System	361.55	12/31/2016
2014832	E65230	RENTAL	4/8/2016	UTILECREDIT CORP	Hepa System	7,264.37	12/31/2016
2014876	E66297	RENTAL	7/26/2016	UTILECREDIT CORP	Furnace	11,515.90	12/31/2016
2015241	E67915	RENTAL	4/20/2016	UTILECREDIT CORP	Furnace	16,793.41	12/31/2016
2015459	E62909	RENTAL	5/10/2016	UTILECREDIT CORP	Air Conditioner	17,042.29	12/31/2016
2015561	E68464	RENTAL	4/29/2016	UTILECREDIT CORP	Hepa System	7,625.93	12/31/2016
2016454	E66823	RENTAL	6/15/2016	UTILECREDIT CORP	Furnace	16,921.87	12/31/2016
2017118	E71866	RENTAL	7/22/2016	UTILECREDIT CORP	Furnace	17,713.63	12/31/2016
2017213	E71543	RENTAL	6/24/2016	UTILECREDIT CORP	Hepa System	5,615.58	12/31/2016
2017500	E70933	RENTAL	7/22/2016	UTILECREDIT CORP	Furnace	17,357.21	12/31/2016
2018130	E74361	RENTAL	7/31/2016	UTILECREDIT CORP	Hepa System	3,740.36	12/31/2016
2019238	E76437	RENTAL	9/21/2016	UTILECREDIT CORP	Hepa System	4,645.29	12/31/2016
2019239	E76331	RENTAL	9/21/2016	UTILECREDIT CORP	Water Treatment :	17,686.47	12/31/2016
2019413	E65321	RENTAL	9/26/2016	UTILECREDIT CORP	Hepa System	5,574.54	12/31/2016
2019750	E77817	RENTAL	9/29/2016	UTILECREDIT CORP	Hepa System	3,716.04	12/31/2016
2020830	E78965	RENTAL	10/27/2016	UTILECREDIT CORP	Hepa System	5,568.74	12/31/2016
2020912	E80545	RENTAL	10/30/2016	UTILECREDIT CORP	Furnace	5,174.49	12/31/2016
2021224	E81092	RENTAL	10/31/2016	UTILECREDIT CORP	Hepa System	3,757.37	12/31/2016
2021620	E82327	RENTAL	11/21/2016	UTILECREDIT CORP	Water Treatment :	8,455.26	12/31/2016
2021624	E82330	RENTAL	11/21/2016	UTILECREDIT CORP	Water Treatment :	8,455.26	12/31/2016
2021660	82348	RENTAL	11/21/2016	UTILECREDIT CORP	Water Treatment :	8,455.26	12/31/2016

Contract ID	Customer	Equipment Cost	Contract Type	Date Funded	Vendor	Equipment Type	Amount Added to Reserve	GL Adj Date	Notes
2014045	E64789	13302.09	RENTAL	3/8/2016	UTILECREDIT CORP	FURNACE & A/C	(361.55)	2/14/2017	CLAW BACK MONEY FROM FUNDING
2021620	E82327	7482.53	RENTAL	11/21/2016	UTILECREDIT CORP	Water Treatment System	(8,455.26)	2/16/2017	CLAW BACK MONEY FROM FUNDING
2021624	E82330	7482.53	RENTAL	11/21/2016	UTILECREDIT CORP	Water Treatment System	(8,455.26)	2/16/2017	CLAW BACK MONEY FROM FUNDING
2021660	82348	7482.53	RENTAL	11/21/2016	UTILECREDIT CORP	Water Treatment System	(8,455.26)	2/16/2017	CLAW BACK MONEY FROM FUNDING
2021661	E82350	7481.7	RENTAL	11/21/2016	UTILECREDIT CORP	Water Treatment System	(8,454.32)	2/16/2017	CLAW BACK MONEY FROM FUNDING
2021972	E82668	3259.89	RENTAL	11/22/2016	UTILECREDIT CORP	HEPA FILTER	(3,683.68)	2/22/2017	CLAW BACK MONEY FROM FUNDING
2022806	E84720	4988.08	RENTAL	12/19/2016	UTILECREDIT CORP	Hepa System	(5,636.53)	2/17/2017	CLAW BACK MONEY FROM FUNDING
2012237	E59401	6957.54	RENTAL	12/7/2015	UTILECREDIT CORP	WATER FILTER AND WATER :	(889.52)	2/14/2017	CLAW BACK MONEY FROM FUNDING
2019750	E77817	3325.11	RENTAL	9/29/2016	UTILECREDIT CORP	Hepa System	(3,716.04)	2/22/2017	CLAW BACK MONEY FROM FUNDING
2015241	E67915	15794.88	RENTAL	4/20/2016	UTILECREDIT CORP	FURNACE & A/C	(16,793.41)	1/26/2017	CLAW BACK MONEY FROM FUNDING
2015459	E62909	14965.06	RENTAL	5/10/2016	UTILECREDIT CORP	Furnace & A/C	(17,042.29)	1/26/2017	CLAW BACK MONEY FROM FUNDING
2013607	E62098	6651.05	RENTAL	2/16/2016	UTILECREDIT CORP	HEPA FILTER	(7,134.94)	1/27/2017	CLAW BACK MONEY FROM FUNDING
2013049	E60391	2157.7	RENTAL	1/14/2016	UTILECREDIT CORP	HOT WATER TANK	(2,314.68)	1/27/2017	CLAW BACK MONEY FROM FUNDING
2021224	E81092	3325.11	RENTAL	10/31/2016	UTILECREDIT CORP	Hepa System	(3,757.37)	2/22/2017	CLAW BACK MONEY FROM FUNDING
2014094	E64790	5820.39	RENTAL	3/8/2016	UTILECREDIT CORP	AIR CONDITIONER	(6,319.62)	2/14/2017	CLAW BACK MONEY FROM FUNDING
2019239	E76331	16627.2	RENTAL	9/21/2016	UTILECREDIT CORP	A/C, WATER FILTER, WATER :	(17,686.47)	2/2/2017	CLAW BACK MONEY FROM FUNDING
2020912	E80545	4988.08	RENTAL	10/30/2016	UTILECREDIT CORP	FURNACE	(5,174.49)	2/17/2017	CLAW BACK MONEY FROM FUNDING
2013917	E63356	6651.05	RENTAL	2/26/2016	UTILECREDIT CORP	HEPA system	(7,178.37)	2/14/2017	CLAW BACK MONEY FROM FUNDING
2016454	E66823	15794.88	RENTAL	6/15/2016	UTILECREDIT CORP	FURNANCE/ AIR CONDITION	(16,921.87)	1/27/2017	CLAW BACK MONEY FROM FUNDING
2017500	E70933	15379.97	RENTAL	7/22/2016	UTILECREDIT CORP	2 FURNACES	(17,357.21)	2/15/2017	CLAW BACK MONEY FROM FUNDING
2013800	E63676	14965.06	RENTAL	2/24/2016	UTILECREDIT CORP	FURNACE & A/C	(16,053.84)	1/26/2017	CLAW BACK MONEY FROM FUNDING
2019238	E76437	4156.59	RENTAL	9/21/2016	UTILECREDIT CORP	HEPA SYSTEM	(4,645.29)	2/22/2017	CLAW BACK MONEY FROM FUNDING
2014876	E66297	10391.06	RENTAL	7/26/2016	UTILECREDIT CORP	Furnace & Hot Water Tank	(11,515.90)	2/15/2017	CLAW BACK MONEY FROM FUNDING
2017118	E71866	15794.88	RENTAL	7/22/2016	UTILECREDIT CORP	A/C FURNACE	(17,713.63)	1/27/2017	CLAW BACK MONEY FROM FUNDING
2019413	E65321	4988.08	RENTAL	9/26/2016	UTILECREDIT CORP	Hepa system	(5,574.54)	2/17/2017	CLAW BACK MONEY FROM FUNDING
2018130	E74361	3325.11	RENTAL	7/31/2016	UTILECREDIT CORP	HEPA FILTER	(3,740.36)	2/22/2017	CLAW BACK MONEY FROM FUNDING
2013036	E61344	14965.06	RENTAL	1/14/2016	UTILECREDIT CORP	FURNACE & A/C	(17,274.11)	1/26/2017	CLAW BACK MONEY FROM FUNDING
2014192	E63774	6651.05	RENTAL	3/10/2016	UTILECREDIT CORP	HEPA SYSTEM	(361.55)	2/14/2017	CLAW BACK MONEY FROM FUNDING
2017213	E71543	4988.08	RENTAL	6/24/2016	UTILECREDIT CORP	Hepa system	(5,615.58)	2/17/2017	CLAW BACK MONEY FROM FUNDING
2013604	E61983	6651.05	RENTAL	2/16/2016	UTILECREDIT CORP	HEPA AIR SYSTEM	(7,221.51)	1/19/2017	CLAW BACK MONEY FROM FUNDING
2014832	E65230	6651.05	RENTAL	4/8/2016	UTILECREDIT CORP	HEPA SYSTEM	(7,264.37)	3/9/2017	CLAW BACK MONEY FROM FUNDING
2012961	E61061	3897.5	RENTAL	1/25/2016	UTILECREDIT CORP	HEPA FILITER	(4,374.25)	1/30/2017	CLAW BACK MONEY FROM FUNDING
2020830	E78965	4988.08	RENTAL	10/27/2016	UTILECREDIT CORP	Hepa System	(5,568.74)	2/17/2017	CLAW BACK MONEY FROM FUNDING
2021715	E81626	7399.41	RENTAL	11/18/2016	UTILECREDIT CORP	WATER SOFTENER, CARBON	(8,259.66)	2/17/2017	CLAW BACK MONEY FROM FUNDING

Notes	Amount Charged to Reserve	GL Adj Date	Notes
RESERVE TOP UP	38,093.56	5/19/2017	UTILECREDIT RESERVE TOP UP
RESERVE TOP UP	45,230.27	5/23/2017	UTILECREDIT TOP-UP RESERVE
RESERVE TOP UP	35,801.42	5/17/2017	UTILECREDIT RESERVE TOP UP
RESERVE TOP UP	15,582.72	5/18/2017	UTILECREDIT TOP-UP RESERVE
J#248 UTILECREDIT 052017	1,354.22	5/31/2017	J#248 UTILECREDIT 052017
TOTAL	<u>136,062.19</u>		

Contract	Customer ID	Contract Type	Vendor Name	Equipment Type	Amount
2013835	E62102	RENTAL	UTILECREDIT CORP	WATER SOFTENER	-
2014154	E65144	RENTAL	UTILECREDIT CORP	FURNACE & HOT WATER TANK	-
2022026	E82572	RENTAL	UTILECREDIT CORP	Furnace	-
2016343	E63088	RENTAL	UTILECREDIT CORP	Hepa Filter	-
2023353	E85686	RENTAL	UTILECREDIT CORP	HEPA SYSTEM	-
2018341	E74965	RENTAL	UTILECREDIT CORP	AIR CONDITIONER x2	-
2012306	E59273	RENTAL	UTILECREDIT CORP	WATER TREATMENT & REVERSE OSMOSIS	-
2014448	E64765	RENTAL	UTILECREDIT CORP	HEPA SYSTEM	76.75
2013147	E61204	RENTAL	UTILECREDIT CORP	AC	96.81
2021861	E81599	RENTAL	UTILECREDIT CORP	FURNACE, A/C	67.65
2021845	E82352	RENTAL	UTILECREDIT CORP	WATER TREATMENT/ WATER SOFTENER	63.66
2021083	E81029	RENTAL	UTILECREDIT CORP	Furnace	63.44
2021324	E80359	RENTAL	UTILECREDIT CORP	FURNACE, A/C	59.85
2021930	E82878	RENTAL	UTILECREDIT CORP	HEPA SYSTEM	59.34
2013709	E63694	RENTAL	UTILECREDIT CORP	Furnace	54.80
2012292	E59500	RENTAL	UTILECREDIT CORP	Air Conditioner	53.90
2022330	E83863	RENTAL	UTILECREDIT CORP	HEPA FILTER	46.55
2022946	E83863	RENTAL	UTILECREDIT CORP	Carbon Filter	42.28
2023128	E64765	RENTAL	UTILECREDIT CORP	HRV system	38.80
2012966	E61011	RENTAL	UTILECREDIT CORP	WATER FILTER	35.24
2021986	E82878	RENTAL	UTILECREDIT CORP	Water Treatment System	34.39
2024623	E87968	RENTAL	UTILECREDIT CORP	HRV System	33.74
2012959	E61011	RENTAL	UTILECREDIT CORP	HEPA FILTER	32.00
2012591	E60391	RENTAL	UTILECREDIT CORP	FURNACE & A/C	28.00
2016946	E71129	RENTAL	UTILECREDIT CORP	Furnace	27.04
2025492	E91298	RENTAL	UTILECREDIT CORP	Furnace	24.50
2022499	E83718	RENTAL	UTILECREDIT CORP	FURNACE	21.96
2013650	E63375	RENTAL	UTILECREDIT CORP	Furnace	21.24
2015382	E67123	RENTAL	UTILECREDIT CORP	A/C & FURNACE	20.65
2015382	E67123	RENTAL	UTILECREDIT CORP	A/C & FURNACE	20.65
2015823	E69038	RENTAL	UTILECREDIT CORP	HEPA SYSTEM	19.95
2022190	E83024	RENTAL	UTILECREDIT CORP	Tankless Water Heater	19.56
2012791	E60802	RENTAL	UTILECREDIT CORP	Furnace	18.90

Contract	Equipment Cost	Contract Type	Date Funded	Vendor	Equipment Type	Amount Charged to Reserve	GL Adj Date	Notes
2018729	17,458.69	RENTAL	9/21/2016	UTILECREDIT CORP	A/C, CARBON FILTE	(105.10)		
2031034R	25,356.13	RENTAL	4/30/2018	UTILECREDIT CORP	FURNACE, A/C, HR\	(105.10)		
Total						<u>(210.20)</u>		

Contract ID	Customer ID	Equipment Cost	Contract Type	Date Funded	Vendor	Equipment Type	GL Adj	Date	Notes	Amount Charged to Reserve
2024719	E89536	4,156.59	RENTAL	3/27/2017	UTILECREDIT CORP	HEPA SYSTEM	4,041.16	9/15/2017	Terminated for rewrite for reduced rates for below, contract# 2027430	
2027430	E105987	2,493.62	RENTAL	9/15/2017	UTILECREDIT CORP	HEPA SYSTEM	(2,493.62)	9/15/2017	Terminated for rewrite for reduced rates from contract above, contract# 2024719	
2024411	E88370	4,988.08	RENTAL	3/8/2017	UTILECREDIT CORP	HEPA SYSTEM	4,849.56	9/15/2017	Terminated for rewrite for reduced rates for below, contract# 2027423	
2027423	E105986	2,493.62	RENTAL	9/15/2017	UTILECREDIT CORP	HEPA SYSTEM	(2,493.62)	9/15/2017	Terminated for rewrite for reduced rates from contract above, contract# 2024411	
2018206	E74256	4,988.08	RENTAL	7/31/2016	UTILECREDIT CORP		4,767.17	2/16/2018	Terminated for rewrite for reduced rates for below, contract# 2030055	
2030055	E121077	3,325.94	RENTAL	2/16/2018	UTILECREDIT CORP		(3,325.94)	2/16/2018	Terminated for rewrite for reduced rates from contract above, contract# 2018206	
2023353	E85686	4,988.08	RENTAL	1/11/2017	UTILECREDIT CORP		5,067.70	2/20/2018	Terminated for rewrite for reduced rates for below, contract# 2030047	
2030047	E121071	3,325.94	RENTAL	2/20/2018	UTILECREDIT CORP		(3,325.94)	2/20/2018	Terminated for rewrite for reduced rates from contract above, contract# 2023353	
2023819	E86649	3,325.11	RENTAL	2/1/2017	UTILECREDIT CORP		3,197.83	2/27/2018	Terminated for rewrite for reduced rates for below, contract# 2030177	
2030177	E121364	2,494.45	RENTAL	2/27/2018	UTILECREDIT CORP		(2,494.45)	2/27/2018	Terminated for rewrite for reduced rates from contract above, contract# 2023819	
2022084	E83252	8,313.18	RENTAL	11/24/2016	UTILECREDIT CORP		8,046.93	2/28/2018	Terminated for rewrite for reduced rates for below, contract# 2030193	
2030193	E121414	4,572.33	RENTAL	2/28/2018	UTILECREDIT CORP		(4,572.33)	2/28/2018	Terminated for rewrite for reduced rates from contract above, contract# 2022084	
2021408	E80861	5,819.56	RENTAL	11/17/2016	UTILECREDIT CORP	AC	5,598.19	3/28/2018	Terminated for rewrite for reduced rates for below, contract# 2030649	
2030649	E122305	4,988.91	RENTAL	3/28/2018	UTILECREDIT CORP	AIR CONDITIONER	(4,988.91)	3/28/2018	Terminated for rewrite for reduced rates from contract above, contract# 2021408	
2013926	E62220	7,054.15	RENTAL	2/29/2016	UTILECREDIT CORP	HRV	6,818.32	3/28/2018	Terminated for rewrite for reduced rates for below, contract# 2030618	
2030618	E122302	5,171.86	RENTAL	3/28/2018	UTILECREDIT CORP	HRV	(5,171.86)	3/28/2018	Terminated for rewrite for reduced rates from contract above, contract# 2013926	
2031034R	E60220	25,356.13	RENTAL	4/30/2018	UTILECREDIT CORP	FURNACE, A/C, HRV, HEPA, R/O	(2,301.97)	5/1/2018	2012600 / 2018933 were terminated in April and a rewrite for 2031034R was booked in May.	
2019590	E77636	3,259.89	RENTAL	9/27/2016	UTILECREDIT CORP	HEPA SYSTEM	3,136.66	9/28/2018	Terminated for rewrite for reduced rates for below, contract# 2033281R	
2033281R	E128013	1,651.20	RENTAL	9/28/2018	UTILECREDIT CORP	HEPA SYSTEM	(1,651.20)	9/28/2018	Terminated for rewrite for reduced rates from contract above, contract# 2019590	
2013926	E62220	7,054.15	RENTAL	2/29/2016	UTILECREDIT CORP	HRV	(6,818.32)	5/1/2019	Correction for previous rewrite	
2030618	E122302	5,171.86	RENTAL	3/28/2018	UTILECREDIT CORP	HRV	5,171.86	5/1/2019	Correction for previous rewrite	

Total

11,057.22

Contract ID	Customer ID	Equipment Cost	Contract Type	Contract Date	Funded Date	Vendor	Equipment Type	Amount Charged to Reserve	Date	Detail
2011133	E54091	2493.62	LEASE	9/23/2015	9/23/2015	UTILECREDIT CORP	TANKLESS WATER HEATER	0.17	20151106	Enbridge charge (0.49%)
2010969	E54091	5819.56	LEASE	9/9/2015	9/9/2015	UTILECREDIT CORP	Furnace	0.40	20151106	Enbridge charge (0.49%)
2011091	E54366	2493.62	LEASE	9/21/2015	9/21/2015	UTILECREDIT CORP	Water Heater	0.17	20151113	Enbridge charge (0.49%)
2011136	E54089	1495.84	LEASE	9/23/2015	9/23/2015	UTILECREDIT CORP	HOT WATER TANK	0.10	20151124	Enbridge charge (0.49%)
2010974	E54092	5819.56	LEASE	9/9/2015	9/9/2015	UTILECREDIT CORP	Furnace	0.40	20151124	Enbridge charge (0.49%)
2010972	E54089	5819.56	LEASE	9/9/2015	9/9/2015	UTILECREDIT CORP	Furnace	0.40	20151124	Enbridge charge (0.49%)
2011133	E54091	2493.62	LEASE	9/23/2015	9/23/2015	UTILECREDIT CORP	TANKLESS WATER HEATER	0.17	20151207	Enbridge charge (0.49%)
2010969	E54091	5819.56	LEASE	9/9/2015	9/9/2015	UTILECREDIT CORP	Furnace	0.40	20151207	Enbridge charge (0.49%)
2011091	E54366	2493.62	LEASE	9/21/2015	9/21/2015	UTILECREDIT CORP	Water Heater	0.17	20151214	Enbridge charge (0.49%)
2011136	E54089	1495.84	LEASE	9/23/2015	9/23/2015	UTILECREDIT CORP	HOT WATER TANK	0.10	20151223	Enbridge charge (0.49%)
2011321	E55993	9144.67	LEASE	10/9/2015	10/9/2015	UTILECREDIT CORP	A/C & FURNACE	0.63	20151223	Enbridge charge (0.49%)
2010972	E54089	5819.56	LEASE	9/9/2015	9/9/2015	UTILECREDIT CORP	Furnace	0.40	20151223	Enbridge charge (0.49%)
2010974	E54092	5819.56	LEASE	9/9/2015	9/9/2015	UTILECREDIT CORP	Furnace	0.40	20151223	Enbridge charge (0.49%)
2011520	E57000	6651.05	LEASE	10/27/2015	10/27/2015	UTILECREDIT CORP	Air Conditioner	0.46	20151223	Enbridge charge (0.49%)
2011319	E55988	5819.56	LEASE	10/9/2015	10/9/2015	UTILECREDIT CORP	FURNACE	0.40	20151223	Enbridge charge (0.49%)
2011869	E58335	4204.05	LEASE	11/20/2015	11/20/2015	UTILECREDIT CORP	WATER FILTRATION	0.37	20151229	Enbridge charge (0.49%)
2011741	E57862	5737.24	LEASE	11/11/2015	11/11/2015	UTILECREDIT CORP	Furnace	0.40	20151229	Enbridge charge (0.49%)
2011600	E57175	7482.53	LEASE	11/3/2015	11/3/2015	UTILECREDIT CORP	FURNACE	0.52	20151230	Enbridge charge (0.49%)
2011693	E57471	4988.08	LEASE	11/6/2015	11/6/2015	UTILECREDIT CORP	FURNACE	0.35	20151231	Enbridge charge (0.49%)
2011851	E58027	13302.09	LEASE	11/20/2015	11/20/2015	UTILECREDIT CORP	FURNACE & A/C	0.92	20160104	Enbridge charge (0.49%)
2011323	E55991	1163.25	LEASE	11/6/2015	11/6/2015	UTILECREDIT CORP	HOT WATER TANK	0.08	20160104	Enbridge charge (0.49%)
2011832	E58205	5819.56	LEASE	11/19/2015	11/19/2015	UTILECREDIT CORP	FURNACE	0.40	20160104	Enbridge charge (0.49%)
2011133	E54091	2493.62	LEASE	9/23/2015	9/23/2015	UTILECREDIT CORP	TANKLESS WATER HEATER	0.17	20160105	Enbridge charge (0.49%)
2010969	E54091	5819.56	LEASE	9/9/2015	9/9/2015	UTILECREDIT CORP	Furnace	0.40	20160105	Enbridge charge (0.49%)
2011822	E58202	11640.79	LEASE	11/19/2015	11/19/2015	UTILECREDIT CORP	FURNACE & A/C	0.81	20160111	Enbridge charge (0.49%)
2011091	E54366	2493.62	LEASE	9/21/2015	9/21/2015	UTILECREDIT CORP	Water Heater	0.17	20160112	Enbridge charge (0.49%)
2011596	E57169	5819.56	LEASE	11/24/2015	11/24/2015	UTILECREDIT CORP	FURNACE	0.40	20160113	Enbridge charge (0.49%)
2011821	E57472	5820.39	LEASE	11/19/2015	11/19/2015	UTILECREDIT CORP	AIR CONDITIONER	0.40	20160114	Enbridge charge (0.49%)
2011867	E58334	4204.05	LEASE	11/20/2015	11/20/2015	UTILECREDIT CORP	WATER FILTRATION	0.37	20160126	Enbridge charge (0.49%)
2011136	E54089	1495.84	LEASE	9/23/2015	9/23/2015	UTILECREDIT CORP	HOT WATER TANK	0.10	20160126	Enbridge charge (0.49%)
2011321	E55993	9144.67	LEASE	10/9/2015	10/9/2015	UTILECREDIT CORP	A/C & FURNACE	0.63	20160126	Enbridge charge (0.49%)
2011694	E57473	9977.82	LEASE	11/6/2015	11/6/2015	UTILECREDIT CORP	A/C & FURNACE	0.69	20160126	Enbridge charge (0.49%)
2011520	E57000	6651.05	LEASE	10/27/2015	10/27/2015	UTILECREDIT CORP	Air Conditioner	0.46	20160126	Enbridge charge (0.49%)

Customer Equipment Contract							Amount Added (Charged) to Reserve	
Contract	r ID	Cost	Type	Date Funded	Vendor	Equipment Type	GL Adj Date	Notes
HST on rec from reserve								
2013682	E63399	3,757.74	RENTAL	2/17/2016		Water Treatment System	12/31/2015	HST on rec from reserve
YOUNGMAN LAW PROFESSIONAL CORP								
Airds & Berlis LLP								
Airds & Berlis LLP								
Airds & Berlis LLP								
2012789	E60777	14,965.06	RENTAL	12/31/2015	UTILECREDIT CORP	AIR CONDITIONER AND FURNACE	3/27/2018	Legal fees paid to Aird Berlis
2024626	E88901	13,303.76	RENTAL	3/22/2017	UTILECREDIT CORP	FURNACE, AIR CONDITIONER	4/17/2018	Legal fee Aird and Berlis - Consumer litigation mai
2012789	E60777	14,965.06	RENTAL	12/31/2015	UTILECREDIT CORP	AIR CONDITIONER AND FURNACE	5/10/2018	Legal fees paid to Aird Berlis
2024626	E88901	13,303.76	RENTAL	3/22/2017	UTILECREDIT CORP	FURNACE, AIR CONDITIONER	5/10/2018	Legal fees paid to Aird Berlis
2012789	E60777	14,965.06	RENTAL	12/31/2015	UTILECREDIT CORP	AIR CONDITIONER AND FURNACE	7/23/2018	Ginsberg Litigation- legal fee
Airds & Berlis LLP								
2021324	E80359	15,794.88	RENTAL	11/14/2016	UTILECREDIT CORP	FURNACE, A/C	8/30/2018	AIRD & BERLIS Legal fee - consumer litigation # 14
2012789	E60777	14,965.06	RENTAL	12/31/2015	UTILECREDIT CORP	AIR CONDITIONER AND FURNACE	8/30/2018	MLT Aikins Legal fee
2021324	E80359	15,794.88	RENTAL	11/14/2016	UTILECREDIT CORP	FURNACE, A/C	9/30/2018	Legal fees - Aird and Berlis
Airds & Berlis LLP								
Airds & Berlis LLP								
2011518	E56998	6,651.05	RENTAL	12/17/2015	UTILECREDIT CORP	AIR CONDITIONER	10/15/2018	Legal fees
2018731	E75904	8,313.18	RENTAL	8/25/2016	UTILECREDIT CORP	FURNACE, HOT WATER TANK	10/31/2018	3rd party collections expense
2024527	E88845	4,075.06	RENTAL	5/1/2017	UTILECREDIT CORP	HEPA FILTER	11/30/2018	3rd party collections fees
2011518	E56998	6,651.05	RENTAL	12/17/2015	UTILECREDIT CORP	AIR CONDITIONER	12/28/2018	3rd party collections fees
Airds & Berlis LLP								
2023342	E85581	3,325.11	RENTAL	1/11/2017	UTILECREDIT CORP	HEPA FILTER	12/28/2018	3rd party collections, refunded amount on fee
2023342	E85581	3,325.11	RENTAL	1/11/2017	UTILECREDIT CORP	HEPA FILTER	1/31/2019	3rd party collections fees
2023342	E85581	3,325.11	RENTAL	1/11/2017	UTILECREDIT CORP	HEPA FILTER	1/31/2019	3rd party collections fees
Airds & Berlis LLP								
2014644	E65609	15,794.88	RENTAL	4/8/2016	UTILECREDIT CORP	FURNACE & A/C	2/13/2019	Legal fee Aird and Berlis - Inv# 624223 consumer
2015823	E69038	3,325.11	RENTAL	5/13/2016	UTILECREDIT CORP	HEPA SYSTEM	2/1/2019	Legal fee Aird and Berlis - Inv# 618087 consumer
2015823	E69038	3,325.11	RENTAL	5/13/2016	UTILECREDIT CORP	HEPA SYSTEM	4/8/2019	3rd party collection fees
2014644	E65609	15,794.88	RENTAL	4/8/2016	UTILECREDIT CORP	FURNACE & A/C	5/31/2019	3rd party collection fees
2022330	E83863	4,988.08	RENTAL	11/30/2016	UTILECREDIT CORP	HEPA FILTER	5/31/2019	3rd party collection fees
2022946	E83863	4,988.08	RENTAL	12/28/2016	UTILECREDIT CORP	Carbon Filter	5/31/2019	3rd party collection fees
2014644	E65609	15,794.88	RENTAL	4/8/2016	UTILECREDIT CORP	FURNACE & A/C	5/31/2019	3rd party collection fees
2012789	E60777	14,965.06	RENTAL	12/31/2015	UTILECREDIT CORP	AIR CONDITIONER AND FURNACE	5/8/2019	Legal fee - Aird and Berlis LLP Inv# 630463
2013709	E63694	7,897.44	RENTAL	2/19/2016	UTILECREDIT CORP	Furnace	5/7/2019	Legal fee - Consolidated Recovery Systems Inv# 8;
2010909	E53474	6,724.00	LOAN	9/16/2015	UTILECREDIT CORP	Furnace	5/1/2019	Legal fee - Consolidated Recovery Systems Inv# 8;
2021845	E82352	7,482.53	RENTAL	11/21/2016	UTILECREDIT CORP	WATER TREATMENT/ WATER SOFTENER	5/1/2019	Legal fee - Consolidated Recovery Systems Inv# 8;
2022176	E82654	4,890.24	RENTAL	11/29/2016	UTILECREDIT CORP	Water Softner	5/1/2019	Service call Essential Air - Inv# 36
2022379	E83780	2,909.37	RENTAL	12/14/2016	UTILECREDIT CORP	hepa system	5/1/2019	Service call Essential Air - Inv# 36

Customer ID	Lease #	TOTAL NPA	Sign Date	Start Date	First Payment Date	End Date	Province	Invoice Code	Contract Type	Equipment Type	Dealer
E57198	2011584	6,734.72	4-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E57801	2011769	5,919.08	13-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E58243	2011982	6,548.73	25-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E58661	2012039	16,069.10	26-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25	ON	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E59283	2012189	1,994.26	23-Dec-15	1-Jan-16	1-Jan-16	1-Jan-26	AB	ACH	RENTAL	Hot Water Tank	UTILECREDIT CORP
E59290	2012370	6,612.57	10-Dec-15	1-Jan-16	1-Jan-16	1-Jan-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E60708	2012761	5,019.60	7-Jan-16	1-Feb-16	1-Feb-16	1-Feb-26	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E61082	2012940	6,111.55	8-Jan-16	1-Feb-16	1-Feb-16	1-Feb-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E62008	2013233	8,589.86	26-Jan-16	1-Feb-16	1-Feb-16	1-Feb-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E62437	2013389	7,417.49	3-Feb-16	15-Mar-16	15-Mar-16	15-Mar-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E62813	2013493	9,327.66	9-Feb-16	1-Mar-16	1-Mar-16	1-Mar-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E63889	2013766	17,345.46	15-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E63891	2013771	6,630.54	23-Feb-16	1-Mar-16	1-Apr-16	1-Apr-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E63891	2013773	4,373.41	23-Feb-16	1-Mar-16	1-Apr-16	1-Apr-26	AB	DETAIL	RENTAL	Tankless Water Heater	UTILECREDIT CORP
E62102	2013835	4,714.66	25-Feb-16	1-Mar-16	1-Apr-16	1-Apr-26	ON	DETAIL	RENTAL	Water Treatment System	UTILECREDIT CORP
E63671	2013856	8,334.18	25-Feb-16	1-Mar-16	1-Mar-16	1-Mar-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E64087	2014137	19,769.26	7-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E64497	2014159	7,890.00	7-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E65107	2014164	7,993.68	10-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E65142	2014169	12,318.64	9-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E62184	2014186	4,558.83	11-Mar-16	15-Apr-16	15-Apr-16	15-Apr-26	ON	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E64046	2014224	5,788.98	18-Aug-16	1-Sep-16	1-Sep-16	1-Sep-26	ON	DETAIL	RENTAL	Hepa System	UTILECREDIT CORP
E63761	2014238	8,275.90	9-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	SK	DETAIL	RENTAL	Air Conditioner	UTILECREDIT CORP
E64572	2014268	8,660.77	14-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E65139	2014277	13,171.25	14-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E63677	2014433	7,613.87	16-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	MB	DETAIL	RENTAL	Air Conditioner	UTILECREDIT CORP
E65531	2014460	5,103.84	20-Apr-16	1-May-16	1-May-16	1-May-26	ON	DETAIL	RENTAL	Water Treatment System	UTILECREDIT CORP
E62813	2014502	9,489.50	22-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	SK	DETAIL	RENTAL	Air Conditioner	UTILECREDIT CORP
E65509	2014512	16,556.14	22-Mar-16	1-Apr-16	1-May-16	1-May-26	SK	DETAIL	RENTAL	Air Conditioner	UTILECREDIT CORP
E66263	2014546	7,640.46	20-Apr-16	1-May-16	1-Sep-16	1-Sep-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E66278	2014559	7,720.80	23-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E64019	2014584	5,259.83	23-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	ON	DEFAULT	RENTAL	Hepa System	UTILECREDIT CORP
E63679	2014639	8,649.08	8-Apr-16	1-May-16	1-May-16	1-May-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E63682	2014642	9,157.10	8-Apr-16	1-May-16	1-May-16	1-May-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E65609	2014644	12,818.06	8-Apr-16	1-May-16	1-May-16	1-May-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E66178	2014746	16,879.36	26-May-16	1-Jun-16	1-Jun-16	1-Jun-26	SK	DETAIL	RENTAL	Furnace	UTILECREDIT CORP
E66741	2014749	13,179.28	30-Mar-16	1-Apr-16	1-Apr-16	1-Apr-26	AB	DETAIL	RENTAL	Furnace	UTILECREDIT CORP

Customer ID	Lease #	NBV	Sign Date	Start Date	First Payment Date	End Date	Province	Invoice Code	Contract Type	Equipment Type	Dealer
E54091	2010969	4,483.67	9-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 ON	ON	DEFAULT	RENTAL	Furnace	UTILECREDIT CORP
E54562	2011037	4,179.05	21-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E54560	2011041	4,179.05	21-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E54559	2011042	4,179.05	21-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E54554	2011047	4,179.05	24-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E54552	2011049	4,179.05	21-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E54821	2011059	8,966.49	16-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 MB	MB	ACH	RENTAL	Air Conditioner	UTILECREDIT CORP
E54366	2011091	1,671.26	21-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 ON	ON	DEFAULT	RENTAL	Hot Water Tank	UTILECREDIT CORP
E55090	2011122	1,058.30	22-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 MB	MB	ACH	RENTAL	Hot Water Tank	UTILECREDIT CORP
E55069	2011123	4,179.05	23-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E54821	2011124	1,780.50	22-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 MB	MB	ACH	RENTAL	Hot Water Tank	UTILECREDIT CORP
E55077	2011127	3,621.74	23-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55098	2011128	2,785.83	23-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55073	2011129	4,179.05	23-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55096	2011131	3,621.74	23-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E54091	2011133	1,671.26	23-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 ON	ON	DEFAULT	RENTAL	Tankless Water Heater	UTILECREDIT CORP
E54089	2011136	1,002.55	23-Sep-15	1-Oct-15	1-Oct-15	1-Oct-25 ON	ON	ACH	RENTAL	Hot Water Tank	UTILECREDIT CORP
E55756	2011261	2,817.71	6-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55754	2011263	3,663.18	6-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55752	2011264	4,298.73	6-Oct-15	1-Nov-15	1-Dec-15	1-Dec-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55759	2011267	3,663.18	6-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55755	2011268	3,945.01	6-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55757	2011269	5,691.77	6-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55159	2011281	6,762.74	7-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 MB	MB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E55988	2011319	3,945.01	9-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 ON	ON	DEFAULT	RENTAL	Furnace	UTILECREDIT CORP
E55991	2011323	797.44	6-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25 ON	ON	ACH	RENTAL	Hot Water Tank	UTILECREDIT CORP
E55436	2011353	4,508.69	13-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 MB	MB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E56335	2011372	3,663.18	19-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E56329	2011376	4,226.85	16-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E56331	2011381	7,890.03	16-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Air Conditioner	UTILECREDIT CORP
E56332	2011385	7,044.58	27-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E56333	2011386	3,663.18	23-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E56067	2011390	4,508.69	16-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 MB	MB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E56066	2011511	3,945.01	23-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 MB	MB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E56933	2011516	3,945.01	26-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 MB	MB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E57000	2011520	4,508.69	27-Oct-15	1-Nov-15	1-Nov-15	1-Nov-25 ON	ON	DEFAULT	RENTAL	Air Conditioner	UTILECREDIT CORP
E57193	2011575	1,082.43	4-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25 AB	AB	ACH	RENTAL	Hot Water Tank	UTILECREDIT CORP
E57194	2011577	4,274.34	4-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E57214	2011580	5,129.87	4-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E57197	2011582	4,957.75	17-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E57216	2011583	5,129.87	4-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP
E57201	2011585	4,274.34	19-Nov-15	1-Dec-15	1-Dec-15	1-Dec-25 AB	AB	ACH	RENTAL	Furnace	UTILECREDIT CORP

ECOHOME FINANCIAL INC.
Plaintiff

-and-

UTILECREDIT CORP. et al.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

SUPPLEMENTARY MOTION RECORD

Motion for Appointment of Receiver
Returnable June 5, 2020

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