

Court File No.: CV-13-10279-00CL

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

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED**

**AND IN THE MATTER OF A PROPOSED
PLAN
OF COMPROMISE OR ARRANGEMENT WITH RESPECT
TO GROWTHWORKS CANADIAN FUND LTD.**

SUPPLEMENTARY AFFIDAVIT OF DAVID CHAN

SWORN July 2, 2025

I, **DAVID CHAN**, of the City of Thornhill, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the Managing Director (and Founder) at The Investment Administration Solution Inc. "**IAS**". As such, I have knowledge of the facts deposed below. Where I do not have personal knowledge of facts, I have stated the source of my information and belief and believe those facts to be true.

2. I swear this Affidavit (the "Supplementary Affidavit") in support of IAS bringing a motion for an order to declare that IAS did not cause any of the delays of the cash distribution to Class "A" Shareholders of the GrowthWorks Canadian Fund (the "**Fund**") planned for December 31, 2024 (the "**Planned Distribution**") and to compel the Court-appointed monitor, FTI Consulting Canada Inc. ("**FTI**" or the "**Monitor**"), to put a new post to correct its statements about IAS (the "**Incorrect Statements**") on its website (the "**FTI Website**"). The Fund is under the proceedings and protection of the Companies' Creditors Arrangement Act ("**CCAA Proceedings**").

3. Attached hereto as Exhibit “**A**” is an email from Konrad Chan to Heather L. Meredith dated January 28, 2025.

SWORN before me over videoconference) on this 2nd day of July 2025. The affiant) was located in the City of Thornhill,) Province of Ontario and the) Commissioner was located in the City of) Mississauga, Regional Municipality of) Peel. This affidavit was commissioned) remotely in accordance with O. Reg.) 431/20, Administering Oath or) Declaration Remotely.)



A Commissioner for Taking Affidavits etc.

SINAT SAM, LSO No. P17343

Signed by:

B204C173C697408...

DAVID CHAN

Exhibit “A”

This is Exhibit “A” to the supplementary affidavit of David Chan sworn on July 2, 2025, before me at the City of Thornhill in the Province of Ontario before me at the City of Mississauga in the Regional Municipality of Peel in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in cursive script, reading "Sinat Sam".

Signature of Commissioner (or as may be)

SINAT SAM, LSO No. P17343



RE: [EXT] Further Addendum Agreement [MT-MTDOCS.FID2642510] 

Konrad Chan to: Meredith, Heather L.

01/28/25 10:04 AM

Cc: Caitlin Fell, "dnickel@jsitsp.com", "C. Ian Ross (ianross@bell.net)",
JONATHAN GRANT, "Lui, Mitchell", "Bishop, Paul"

Heather,

Thank you for your email.

Accounting wishes to know when may it expect to receive payment of the \$29,000 plus HST due.

One of the key decision maker (David Chan, the President of IAS) will only be available on Friday afternoons including the week ending February 28, 2025.

Counsel (Justin Chan) will be engaged (In Court) until February 6, 2025 (subject to the pleasure of the presiding Justice).

We are fully aware of the timing consideration and we have diligently attended to your file and had assigned high priorities all along. The recent email exchanges in 2025 specifically addressed the "difficulties" (ours) in our December 12, 2024 email on the new wind-up and distributions services agreement proposed by Mitchell (from December 9, 2024 provided to us just hours before a scheduled conference call). It is a change in approach to what the budget was based on.

We respectively beg to differ with your responses as summarized below.

1. Fund Property - Kindly share when was this first mentioned/requested and evidence of the readable specification. In particular, we became aware of the ETA for this as January 31, 2025 and it came as a shock that you are expecting to get this without paying us for our efforts. We shall park this matter for counsel to address when he joins the dialogue.
2. Service Level - We need a fixed target to work with and, with all due respect, we are unable to locate specifics on "quantitative and qualitative performance standards".
3. Contingency - We were specifically looking to get our model (deployed since inception) being a global provision in lieu of Mitchell's proposal with individual items. As explained, if our model were accepted, we will continue to treat the wind-up assignment as a flat rate contract capped at the global contingency amount. However, if Mitchell's model (for want of a better term) were used, we will need to revisit item by item - hence we duly alerted that contingencies of the individual items may be increased. (Irrespective, we did not object to the additional reporting stipulated by Mitchell, but we see definitely more efforts will be required for each item.)
4. Indicia - Disagree: Please understand that IAS has no latitude to "using its own postal markings" because indicia is part of the Canada Post service offering. (We shall park this item to be dealt with as in 1. above when counsel joins the dialogue.)
5. Concentra - Disagree: The role of Concentra has yet to be unequivocally defined and advised to IAS. Additionally, its role, if any, with respect to such stakeholders as The Fund and the Monitor is still unclear. (We shall similarly park this item as in 1. and 4. above to be dealt with by counsel when he joins the dialogue.)
6. Distribution - The information required by the commercial printer include such staples as bank, transit, account and authorized signatures. (We did not suggest that there will be additional cost due to this information.)

7. Bank Reconciliation - Disagree: IAS is not aware of any report to be produced since the only role is the printing and mailing of distribution cheques via a commercial printer and returning to the Monitor or its designate of the undelivered mails. (We shall similarly park this item as in 1., 4. and 5. above for counsel to handle when he joins the dialogue.) N.B. We confirmed that "We have duly noted that IAS has no role in this regard. (IAS would have additional costs otherwise.)".

8. Final Certificate - Thank you for advising us on this and we hereby record that there are no other requirements with respect to Final Certificate.

9. Portal Enhancement - Complete record for this was supplied in the attached PDF copy in my last email. (In short, it traced from Jonathan's request in support of the November 19, 2024 news release to the enhancement with respect to the URL in question. (For further questions and/or issues, we have parked this as in 1., 4., 5. and 7. above to be handled by counsel when he joins the dialogue.)

Konrad

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"Meredith, Heather L." Konrad, Please advise your availability for a... 01/27/2025 01:39:00 PM

From: "Meredith, Heather L." <HMEREDITH@MCCARTHY.CA>
To: "KChan@jsitsp.com" <KChan@jsitsp.com>
Cc: Caitlin Fell <cfell@reconllp.com>, "dnickel@jsitsp.com" <dnickel@jsitsp.com>, "C. Ian Ross (ianross@bell.net)" <ianross@bell.net>, JONATHAN GRANT <jonathan_grant13@rogers.com>, "Lui, Mitchell" <mnlui@mccarthy.ca>, "Bishop, Paul" <Paul.Bishop@fticonsulting.com>
Date: 01/27/25 01:39 PM
Subject: RE: [EXT] Further Addendum Agreement [MT-MTDOCS.FID2642510]

Konrad,

Please advise your availability for a call today or tomorrow, together with whomever at IAS is a decision-maker on this. There is no time for further delay and it is unclear whether these email exchanges are advancing the discussion. That said, please see responses below:

1. Fund Property - Paragraph 9 of the draft Addendum refers to return of Fund information in IAS control. The Fund is not interested in the IAS proprietary system and is not referencing any data held in "escrow" (indeed, there is nothing held in escrow here). We refer solely to the shareholder register and other Fund information in the possession of IAS. That is property of the Fund and it must be returned. If IAS has modified the Fund property to cause it to be unreadable, that is not acceptable. The information should be exported in a readable format without cost. Alternatively, you may provide the database provided to you from the previous administrator together with the updates that IAS was required to make pursuant to its agreement with the Fund. In fact, we ask that this property be provided now and not just on termination of the Addendum. Please provide that to us by January 31, 2025. There are existing CCAA Orders requiring all persons in

possession of Fund Property to give full and complete access to that information to the Monitor. If we need to seek assistance from the Court to have this produced, we will do so.

2. Service level - There should be no confusion here and there is no missing information. "Service Levels" is defined in section 1.5 as follows: "At all times, IAS's level of performance will meet or exceed the quantitative and qualitative performance standards for the Wind-Up Services as such standards are identified in Appendix 1 to this Agreement and throughout this Agreement (the "**Service Levels**")." The middle column of Appendix I sets out the minimum service levels required. The third column refers to the prior column and not a separate appendix. There is nothing missing or complicated here. For clarity, we can change the heading in the third column to the following: "Service Level Credit (expressed as a percentage of the fee charged by IAS for such Wind-Up Service except as noted below; provided such percentage will increase at the rate of a further 100 basis points per day for each day past the relevant deadline specified under the prior column in this Appendix entitled "Minimum Service Level Requirement" in which the relevant Wind-Up Service is not fully completed)."
3. Contingency - It is not acceptable to require the Fund to pay for IAS to seek advice on how much more to charge the Fund for the very service that you previously budgeted for. We see no basis for an additional contingency and certainly no basis to fund your consideration of same. In any event, IAS has a \$6000 line item for legal/accounting services.
4. Indicia - Understood. We can remove the NTD and change "own Indicia" to "using its own postal markings". Agreed?
5. Concentra - We had provided this information from Concentra in order to seek IAS input on steps required. Our view, though, is that IAS will only need to: 1) complete the mailing of the distributions to the Specimen plan members (which we understand are listed in the share register already); and 2) report when that is complete (such that the Fund can report to Concentra, which will then close the participants' accounts and report to CRA). Both of those steps are already accounted for. Is this agreed?
6. Distributions - Understood that banking information is required. Please let us know the specific information required from the Monitor. We understand this was an information request only and you are not suggesting a budget change is required.
7. Bank reconciliation - The Monitor is responsible for bank account reconciliation based on the reports provided. It sounds like we are agreed then?
8. Final certificate - This comment is not clear to us and there is nothing to be catalogued. The Monitor's certificate has been approved by the Court and is attached to the last order [here](#). Here is the language from the Monitor's certificate:

THE MONITOR HEREBY CERTIFIES that: 1. a Distribution was made on _____, which is a Distribution Date for the purposes of the Amended and Restated Discharge and Dissolution Order; 2. the aggregate amount of the Distribution to Class A Eligible Shareholders was \$ _____; and 3. the amount of the Distribution made on account of each Class "A" share held by a Class A Eligible Shareholder was \$ _____.

9. Portal Enhancements - please provide outline the specific enhancements to the existing

investor portal and provide evidence of the completed work.

We look forward to hearing from you with respect to your timing for a call.

Best,

Heather



Heather Meredith

Partner | Associée

Bankruptcy and Restructuring | Faillite et restructuration

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From: KChan@jsitsp.com <KChan@jsitsp.com>

Sent: Monday, January 27, 2025 9:09 AM

To: Meredith, Heather L. <HMEREDITH@MCCARTHY.CA>

Cc: Caitlin Fell <cfell@reconllp.com>; dnickel@jsitsp.com; C. Ian Ross (ianross@bell.net) <ianross@bell.net>; JONATHAN GRANT <jonathan_grant13@rogers.com>; Lui, Mitchell <mnlui@mccarthy.ca>; Bishop, Paul <Paul.Bishop@fticonsulting.com>

Subject: RE: [EXT] Further Addendum Agreement [MT-MTDOCS.FID2642510]

Hi Heather,

Thank you for your email from Friday. Please look over the below responses and let us know if further questions. (In light of timing, we met and reviewed your remarks over the weekend to get back to you ASAP.)

1. Escrow Copy - Paragraph 9 of Mitchell's draft required that "*IAS will forthwith deliver to the Monitor all information, in any form, of CLIENT or the Monitor in the possession or control of IAS or any of its representatives, including, without limitation, all shareholder registers, in each case in a readable and useable format.*"

N.B. Record Retention refers to the history data - retention by IAS on our proprietary application system which is not readable and/or useable by external parties - such retention is for the sole purpose of support when, and if, required during the retention period on which additional charges shall be applicable and which must also be fully prepaid (to IAS).

Hence we require funding (for the above referred to deliverables).

2. Service Level - This was actually not defined in *Appendix 1 - Service Level Matrix* at the top row where the middle column referred to "*Minimum Service Level Requirement* " and in the right hand column Service Level Credit was depicted by way of a de facto penalties scale citing a non-existent "*Appendix entitled "Minimum Service Level Standard the relevant Wind-Up Service is not fully completed)* ".

Hence we require funding (to assess the concept of Service Level Credits).

3. Contingency - As explained in our last email, IAS uses a global model whereas the approach in Appendix 1 is based on individual items. There is a major difference in flexibility: no cross coverages among items and necessary efforts to review the budgeted costs. (We only anticipated an increase in the budget as approved, to err in the side of caution.)

N.B. We do not have funding for this review.

Hence we require funding.

4. Indicia - This is only in response to Paragraph 2 w.r.t. the words "own Indicia". (We did not indicate any change in the budget due to Indicia.)

5. Concentra - We still need your help to clarify its role, please enlighten.

FYI - IAS has no privity with Concentra w.r.t. the Fund and its wind-up (and anticipated none). IAS is not averse to establishing such. Paragraph 5. had unequivocally stated "*[Specifics of the handling... will be determined after CLIENT has finalized with Concentra who is the Trustee of the specimen plan.]* " Therefore we are still unclear as to the role, if any, of Concentra.

Hence we require funding (if Concentra should be involved and IAS accountable to it in any way).

6. Distributions - We still need to know specifics of the banking information for cheque forms and ensuing requirements.

7. Bank Reconciliation - We have duly noted that IAS has no role in this regard. (IAS would have additional costs otherwise.)

8. Final Certificate - We shall be most grateful if the mark-ups for this will be catalogued.

We continue to be fearful that, if this is not specified, the budget may be affected.

Hence we require funding (in order to assess and deliver on these).

Likewise we also hope that we will get past this phase and be on the same page for a cost-effective framework for the Further Addendum Agreement.

With respect to the two attached invoices, one is on the Service Fee for the calendar year of 2025 (previously pre-printed and provided) and the other is for portal enhancements in the email chain between Jonathan and Daren (November 11, 2024 to November 14, 2024). The URL was part of the news release of the Monitor dated November 19, 2024 (copies attached). Additionally, item 4 of the budget is the

subject of the second invoice.

Happy Chinese New Year of The Snake!

Thanks,
Konrad

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From: "Meredith, Heather L." <HMEREDITH@MCCARTHY.CA>
To: "KChan@jsitsp.com" <KChan@jsitsp.com>, "Lui, Mitchell" <mnlui@mccarthy.ca>
Cc: "dnickel@jsitsp.com" <dnickel@jsitsp.com>, "C. Ian Ross (ianross@bell.net)" <ianross@bell.net>, JONATHAN GRANT <jonathan_grant13@rogers.com>, "Bishop, Paul" <Paul.Bishop@fticonsulting.com>, Caitlin Fell <cfell@reconllp.com>
Date: 01/24/25 06:49 PM
Subject: RE: [EXT] Further Addendum Agreement [MT-MTDOCS.FID2642510]

Konrad,

Thanks for the below. In respect of your comments,

1. Escrow Copy - We are confused by your reference to a Historical Copy/"Escrow Copy." Please advise what you are referring to with that term. If this is a reference to the Fund shareholder register, that is property of the Fund and should be produced to the Fund without charge. Further, records retention was included in IAS's quote (at a rate of \$3,600 per year).
2. Service Levels – The service levels are set out in the second column of Appendix 1 and in sections 1.3 and 1.9. There is no basis to re-visit the budget since there is no change to the budgeted deliverables. The only change relates to ensuring that IAS is performing in a reasonable period of time with related reporting. This is not a substantive change to the original budget, which would have provided for delivery of service in a reasonable period of time.
3. Contingency – Contingency is already defined in the IAS budget. The proposed document allows the Monitor and Fund the right to review the use of the contingency (since use of the contingency will

mean that IAS has exceeded its budget). Asking for the Monitor and Fund to have the ability to review the contingency does not create any basis to increase the contingency for IAS.

4. Indicia – Undelivered mail received by IAS should be accounted for to the Fund/Monitor. Nothing in this line item justifies a change in budget.

5. Concentra – As previously advised, Concentra does not want to deal separately with its group RRSP Plan participants, which will be treated the same as all other shareholders. See the Note to Draft in section 5 of the Fund's comments on your draft Addendum. The IAS budget already contemplates this alternative.

6. Distributions – The Monitor is copied on this email. We understand that the Monitor will issue cheques through an IAS third party service provider.

7. Bank Reconciliation – The Monitor will be responsible for bank account reconciliation. IAS has no additional functions in this regard and no additional payment to IAS is warranted.

8. Final Certificate – See mark-up to the Addendum for the necessary specifications. We strongly disagree any change to the budget is warranted.

We trust that these responses help to clear up any confusion IAS may have had regarding the scope of the work requested. In particular, that there is no substantive change to the work requested that justifies further delay or any increase to the budget already provided by IAS. We look forward to finalizing the arrangements promptly. In that regard, if you have any comments on Appendix 1, please advise. At the same time, please arrange to provide a copy of the shareholder registry in useable format to the Fund as soon as possible.

While we remain hopeful that this will be resolved promptly, we expect you will also be hearing from Monitor's counsel shortly. We understand that the Monitor is concerned to ensure that the distribution happens as planned, without further delay, without unnecessary added costs and in compliance with the court orders.

Finally, with respect to the invoices provided. Can you please confirm that the first invoice covers the period from January 1 to December 31, 2025? For the second invoice, please provide a list of the portal enhancements completed and evidence of the completed work.

Best,

Heather



Heather Meredith

Partner | Associée

Bankruptcy and Restructuring | Faillite et restructuration

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From: KChan@jsitasp.com <KChan@jsitasp.com>

Sent: Thursday, January 23, 2025 10:29 AM

To: Lui, Mitchell <mnlui@mccarthy.ca>

Cc: dnickel@jsitasp.com; Meredith, Heather L. <HMEREDITH@MCCARTHY.CA>; C. Ian Ross (ianross@bell.net) <ianross@bell.net>; JONATHAN GRANT <jonathan_grant13@rogers.com>

Subject: [EXT] Further Addendum Agreement

Hi Mitchell (and Heather):

Accounting has just brought to my attention that the attached invoice is now overdue and also attached is the new invoice for the Portal enhancements. Please look into when we may expect to receive payment. (Please accept our apologies for the oversight in not getting around to issue the new invoice.)

Further to my January 13, 2025 email, we have reviewed the Further Addendum Agreement as amended by you and concluded that we will need help in the following before involving counsel and other advisors:

(Not in any particular sequence)

1. Historical Copy (the "**Escrow Copy**")

- need approval for this production (estimated at \$60,000 plus HST with 20% contingency on top)
- prepayment is required (to be held in trust with our counsel)
- particulars of the Escrow Agent (name, title, and coordinates)
- Escrow Agreement (If IAS is a party to this agreement, additional help will be required to defray our legal cost.)

2. Service Levels

- need definition of Service Level
- particulars of deliveries and ensuing deliverables (so that we may revisit the budget)

3. Contingency

- need definition of contingency and contingency credit
 - detailed review will then be conducted to establish a new budget
- (FYI - The contingency model we have been using since inception uses a global allowance to handle cost overruns with the ceiling of 20% of the total budget of the assignment - affording flexibility to cover individual items from a global contingency pool. This approach will help avoid the detailed assessments of individual items and serve as the equivalent of a flat rate contract. All funding with the exception of the

Escrow Copy will be held in Trust at McCarthy to be disbursed as needed. Any unused contingency will be accounted for by McCarthy.)

4. Indicia

- IAS has its own postal indicia which is a marking that identifies the service name and the customer number which must be printed or applied to each mail item when paying by a commercial account.
- Canada Post refers to these (cheques, account statements and tax slips) as letter mails
- for letter mails, the postage must either be paid at the postal processing centre (not a post office) when presenting the items or be prepaid online.
- this is one of our control tools to ascertain the actual number of letter mails prepared/delivered to Canada Post by the third party commercial printing and mailing service provider.
(N.B. The return address is our 390 Bay Street offices and we need guidance for the handling of undelivered mails received by IAS.)

5. Concentra Trust ("**Concentra**")

- what is its role in the wind-up, dissolution, and post-dissolution
- what will be its privity, if any, with IAS
- need specifics of deliveries and deliverables of the specimen plans w.r.t. Concentra
(If a tri-partite agreement is required, we will need help on our legal cost)

6. Distributions

- need banking details (for cheque form printing, etc.)
- payment arrangements required for third parties (commercial printing and mailing service providers and Canada Post, et. al. will need to be prepaid either to us first or directly to the third parties)
- undelivered distribution cheques (we need your instructions)
- replacement cheques (need guidance on these also)

7. Bank Reconciliation

- bank account reconciliation particulars (who will be responsible for this? How will this be accepted?)
- need provision for this cost in the new budget if it is to be performed by IAS

8. Final Certificate (filed by Monitor to Court)

- need specifications for the information required to support this filing
- the new budget may be impacted by this

There may be other areas requiring your help for the next internal review before IAS engages counsel and/or other advisors as appropriate.

We trust that you (and Ian who is copied on this email) will share our concerns and we will await to hear from you.

Most grateful to your time and attention on the above,

Thanks,
Konrad

Konrad Chan
Chief Financial Officer & Alternate COO

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Court File No. CV-13-10279-00CL

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ACT, R.S.C. 1985, c. C-36, AS AMENDED

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SUPPLEMENTARY AFFIDAVIT OF
DAVID CHAN
sworn on July 2, 2025

KEYSER MASON BALL, LLP
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