

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

THE TORONTO-DOMINION BANK

Applicant

-and-

2668438 ONTARIO INC.

Respondent

**SUPPLEMENTARY AFFIDAVIT OF KATHRYN FURFARO**

(Sworn July 14, 2023)

I, **KATHRYN FURFARO**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Manager with the Applicant, The Toronto-Dominion Bank (the "**Bank**") and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and I believe those facts to be true.
2. This affidavit follows my sworn affidavit in this matter on June 9, 2023 (the "**First Furfaro Affidavit**"). All capitalized terms not otherwise defined retain the same meaning as the First Furfaro Affidavit.

### Insurance

3. The Bank received a letter from Economical Insurance (“**Economical**”) dated May 30, 2023, addressed to the Debtor at 113 Glenabbey Dr., Courtice, Ontario (the “**Glenabbey Property**”), which notified the Debtor that Economical was cancelling its property insurance policy for the non-payment of premium. The insurance cancellation was effective as of June 16, 2023. Attached hereto to this my affidavit and marked as **Exhibit “A”** is a true copy of the letter from Economical dated May 30, 2023.
4. The property insured by the Economical insurance policy covered various leased equipment, including equipment subject to the Bank’s Lease Agreement and Security.

### Debtor’s Location

5. As noted in the First Furfaro Affidavit, on May 26, 2023, a representative of MNP, as proposed Receiver, attended 287 Deerhurst Dr., Unit A, Brampton, Ontario, the reported address of the Debtor, and was advised by the occupant of this premises that the Debtor had vacated the premises in November 2022.
6. Attached hereto to this my affidavit and marked as **Exhibit “B”** is a redacted copy of the Personal Financial Statement and Privacy Agreement from Gonsalves (as principal and guarantor of the Debtor) dated September 20, 2020, and provided to the Bank, which lists a personal address of 15 Timberwolf Rd., Brampton, Ontario (the “**Timberwolf Property**”).

7. On June 28, 2023, the Bank completed parcel registry searches against both the Glenabbey Property and the Timberwolf Property. Neither search shows the Debtor nor Gonsalves as holding a direct interest in either property.
8. I am advised and verily believe to be true that on July 13, 2023, counsel for the Bank called three telephone numbers listed on the Debtor's website or resulting from internet searches of the Debtor, being 416-948-1885, 905-367-9435 and 905-789-1522. The call to the first telephone number went directly to a voicemail inbox for the Debtor, and a voicemail was left to call the Bank's counsel. The last two telephone numbers were inactive.
9. I am advised and verily believe to be true that on July 14, 2023, counsel for the Bank called two further telephone numbers resulting from internet searches of the Debtor, being 416-807-6509 and 647-209-5077. The calls to the telephone numbers went to voicemail inboxes, with the latter being the voicemail inbox for "Gary", and voicemails were left to each requesting a call back to the Bank's counsel.
10. I am advised and verily believe to be true that on July 14, 2023, counsel for the Bank called the telephone number listed for Gonsalves on the Personal Financial Statement and Privacy Agreement, being 905-716-1345, however the number was inactive.
11. At the time of swearing this Affidavit, the Bank has not been able to locate the Debtor, Gonsalves or the Equipment.

12. This affidavit is made in support of the within application for the appointment of MNP as Receiver, without security, over all of the assets, undertakings, and properties of the Debtor, and for no other improper purpose.

**Sworn or Affirmed before me:**  in person OR  by video conference

by Kathryn Furfaro of the City of Toronto in the Province of Ontario, before me at the City of London in the Province of Ontario, on July 14, 2023 in accordance with [O. Reg. 431/20](#), Administering Oath or Declaration Remotely  
Commissioner for Taking Affidavits (or as may be)



\_\_\_\_\_  
Signature of Commissioner (or as may be)



\_\_\_\_\_  
**KATHRYN FURFARO**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

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ATTACHED HERETO ARE EXHIBITS "A" TO "B"  
AS REFERRED TO IN THE SUPPLEMENTARY AFFIDAVIT OF KATHRYN FURFARO,  
SWORN BEFORE ME BY VIDEO CONFERENCE ON JULY 14, 2023.



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A Commissioner, etc.

# EXHIBIT "A"



**REGISTERED**

May 30, 2023

2668438 ONTARIO INC OPERATING AS FRONTEC METAL FAB  
113 GLENABBEY DR  
COURTICE, ON, L1E 2B6

Policy number: 40265325

Dear Policyholder:

This letter is to notify you that we are cancelling your property insurance policy noted above for the non-payment of premium. This cancellation of coverage is delivered in accordance with the provisions of the Policy and Statutory Conditions.

**Cancellation will take effect on June 16, 2023, at 12:01 a.m.**

Please contact your broker, KRGINSURE (TORONTO), at 416-636-4544 to arrange coverage or if you have any questions.

Sincerely,

Underwriting Department  
Economical Insurance

cc. KRGINSURE (TORONTO), #6149 (MCC)  
ROYAL BANK OF CANADA RE: 2020 SCM MORBIDELLI,  
2020 SCM R001402 DUST COLLECTOR, 2020 SCM R001301 VF200 DUST COLLECTOR, 2020 SCM  
R052001 K560RT-ER2  
MERIDIAN ONE CAP CREDIT CORP.  
RE: SCM K560 R T-ER2, S/N AH00002509 OLIMPIC EDGE BANNER & 220 ACME LASER LT-6020S  
S/N 76025  
TORONTO DOMINION BANK  
RE: 2020 ACME MODEL LP6025D FIBER, S/N 65086 LASER CUTTING MACHINE, 2022  
REVOLUTION MACHINE TOOLS,  
ROYAL BANK OF CANADA  
RE: 2020 TIANYUAN TY89 STEEL PIPE CUTTING MACHINE  
S/N 894312817  
GOLDCARD LEASING

**ECONOMICAL INSURANCE, CUSTOMER ACCOUNTS CENTRE**

590 Riverbend Drive, Kitchener ON Canada N2K 3S2  
economical.com

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# EXHIBIT "B"





# Personal Financial Statement and Privacy Agreement

Please put a check mark beside the option you have selected under Section A. This Personal Financial Statement and Privacy Agreement (the "Agreement") will consist of the option you select under Section A in addition to Section B and Section C.

## Section A:

I have completed the Personal Financial Statement of my property and my debts as set out below, which I represent and warrant presents fairly my financial position as at the date hereof and is true and accurate.

OR

I have provided the Personal Financial Statement of my property and my debts, in form and substance acceptable to the Bank, attached hereto as Appendix "A", which I represent and warrant presents fairly my financial position as at the date hereof and is true and accurate.

Surname Gonsalves	Given name(s) Michael, A	Date of birth 1947/01/03	Customer since 4 months
Address - include postal code 15 Timberwolf Rd, Brampton, Ontario L6P 2B4		Since 2015	Telephone number 905-716-1345
Occupation Director / Owner		Social insurance number (optional)	No. of dependents (excluding spouse) 0
Name of employer Frontec Metal Feb		Since 2013	Telephone number 905-367-9435
Address of employer - include postal code 287 DEERHURST DRIVE UNIT A BRAMPTON			
Name of spouse		Spouse's occupation	
Spouse's employer and address - include postal code		Since	Telephone number

## Section B:

I represent and warrant that (a) I am the legal and beneficial owner of all of the assets shown above, or in Appendix "A" as the case may be (the "Assets"), (b) the Assets are not subject to any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale or other title retention agreement or finance lease) of any nature, except as specifically shown above (including the schedules) or in Appendix "A", (c) if a matrimonial home is included in the Assets described above, my spouse and I are currently occupying the property as our matrimonial home, or, if we are separated, my spouse is not occupying the property and has not claimed to occupy the property, (d) each item and the whole of my property is shown at a fair valuation, (e) I am not being sued and no Person is threatening to sue me except as may be described above (including the schedules), (f) there are no executions against me, (g) I do not owe anything to any other lender except as reported above (including the schedules) or in Appendix "A" as the case may be.

If any representation or warranty made above is incorrect, I hereby agree that, without limiting any other of the rights and remedies that The Toronto-Dominion Bank (the "Bank") may have in connection with the misrepresentation made by me, all my present and future indebtedness to the Bank may at the sole discretion of the Bank, forthwith become due and payable and the present and future indebtedness of any other Person, which has been guaranteed by me, may at the sole discretion of the Bank, forthwith become due and payable.

I understand that the Bank is relying on the representations made in this Agreement for the purpose of extending credit to me and to any Person whose indebtedness and liability may, from time to time, be guaranteed by me.

I understand that Section C applies to my Information and not to the information of a corporation, partnership, joint venture, trust, unincorporated association, institution, or other entity in which I am a shareholder or member and which is carrying on business, including without limitation, any Person whose indebtedness and liability has been guaranteed by me.

\* "Person" includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party or government (whether national, federal, provincial, state, municipal, city, county or otherwise and including any instrumentality, division, agency, body, or department thereof).

## Section C:

### PRIVACY AGREEMENT

In this Agreement, the words "you" and "your" mean: (i) any individual who has requested from us, or offered to provide a guarantee for, any product or service offered by us; (ii) any individual, or that individual's authorized representative, carrying on business alone; (iii) any individual in partnership with any other individual(s); and (iv) the signing authorities, as identified to us of any entity. The words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services that are provided by us to the entity with which you are associated.

You acknowledge, authorize and agree as follows:

### COLLECTING AND USING YOUR INFORMATION

At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us
- your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

## DISCLOSING YOUR INFORMATION

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

## SHARING INFORMATION WITHIN TD

Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

## ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

**Social Insurance Number (SIN)** - If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

**Credit Reporting Agencies and Other Lenders** - For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites [www.consumer.equifax.ca](http://www.consumer.equifax.ca) and [www.transunion.ca](http://www.transunion.ca). Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

**Fraud** - In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

**Insurance** - This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

**Marketing Purposes** - We may also use your Information for marketing purposes, including to:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys.

**Telephone and Internet discussions** - When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

#### **MORE INFORMATION**

This Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

Signature: Michael Luschner

Date: SEPT 20, 2020

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

Date: \_\_\_\_\_



THE TORONTO-DOMINION BANK

-and-

2668438 ONTARIO INC.

Applicant

Respondents

Court File No. CV-23-00701809-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at  
Toronto, Ontario

**SUPPLEMENTAL AFFIDAVIT OF KATHRYN FURFARO**

**HARRISON PENZA <sup>LLP</sup>**

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130 Dufferin Avenue, Suite 1101  
London, Ontario N6A 5R2

**Timothy C. Hogan (LSO #36553S)  
Robert Danter (LSO #69806O)**

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[rdanter@harrisonpensa.com](mailto:rdanter@harrisonpensa.com)

Solicitors for the Applicant,  
The Toronto-Dominion Bank