



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

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**IN THE MATTER OF THE *SECURITIES ACT*
R.S.O. 1990, c. S.5, AS AMENDED**

- and -

**IN THE MATTER OF THE
COMMODITY FUTURES ACT
R.S.O. 1990, c. C.20, AS AMENDED**

- and -

**AXCESS AUTOMATION LLC,
AXCESS FUND MANAGEMENT, LLC, AXCESS FUND, L.P.,
GORDON ALAN DRIVER, DAVID RUTLEDGE, 6845941 CANADA INC. carrying on
business as ANESIS INVESTMENTS, STEVEN M. TAYLOR,
BERKSHIRE MANAGEMENT SERVICES INC. carrying on business as
INTERNATIONAL COMMUNICATION STRATEGIES, 1303066 ONTARIO LTD.
carrying on business as ACG GRAPHIC COMMUNICATIONS,
MONTECASSINO MANAGEMENT CORPORATION,
REYNOLD MAINSE, WORLD CLASS COMMUNICATIONS INC.
and RONALD MAINSE**

**SETTLEMENT AGREEMENT BETWEEN
STAFF OF THE ONTARIO SECURITIES COMMISSION,
DAVID RUTLEDGE and 6845941 CANADA INC. carrying on business as
ANESIS INVESTMENTS**

PART I – INTRODUCTION

1. The Ontario Securities Commission (the “Commission”) will issue a Notice of Hearing to announce that it will hold a hearing to consider whether pursuant to sections 127(1) and 127.1 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the “*Securities Act*”) and sections 60 and 60.1 of the *Commodity Futures Act*, R.S.O. 1990, c. C. 20, as amended (the “*Commodity Futures Act*”) it is in the public interest for the Commission to make certain orders in respect of David Rutledge (“Rutledge”) and 6845941 Canada Inc. (“6845941”) carrying on business as Anesis

Investments (“Anesis”). Rutledge, 6845941 and Anesis are referred to collectively as the “Respondents”.

PART II – JOINT SETTLEMENT RECOMMENDATION

2. Staff of the Commission (“Staff”) agree to recommend settlement of the proceeding to be commenced by Notice of Hearing (the “Proceeding”) against the Respondents according to the terms and conditions set out in Part VI of this Settlement Agreement. The Respondents agree to the making of an order in the form attached as Schedule “A” based on the facts set out below.

PART III - AGREED FACTS

3. For this proceeding, and any other regulatory proceeding commenced by a securities regulatory authority, the Respondents agree with the facts as set out in Part III of this Settlement Agreement.

(a) Background

4. Rutledge is an ordained minister and was a pastor for nearly 20 years. From 2003 to 2008, Rutledge worked for a Christian non-profit charitable organization. Rutledge is 46 years old, an Ontario resident and has never been registered with the Commission nor employed in any capacity as, or on behalf of a market participant. Rutledge is a cousin of Ronald Mainse (“Ronald”) and Reynold Mainse (“Reynold”), who are brothers.

5. 6845941 was incorporated federally by Rutledge in September 2007 to act as a personal holding company in respect of the Axxess Automation Investment. Rutledge is the sole officer of 6845941. Since early 2009, 6845941 has carried on business as Anesis.

6. In the period July 2007 to March 2009 (the “Material Time”), Ronald was the President of the Christian non-profit charitable organization with which he continues to be employed in a senior capacity. Ronald is 47 years old, an Ontario resident and has never been registered with the Commission nor employed as, or on behalf of a market participant.

7. During the Material Time, Reynold was the sole director and President of World Class Communications Inc., which had contracts with the Christian non-profit charitable organization to lead and promote international humanitarian aid missions. Reynold is 48 years old, an Ontario

resident and has never been registered with the Commission nor employed in any capacity as, or on behalf of a market participant.

8. Rutledge became acquainted with Gordon Alan Driver ("Driver") through his relationship with Ronald. Driver is 52 years old. Driver is a Canadian citizen who resides in both Ontario and Las Vegas, Nevada.

9. Driver is the owner and directing mind of Axxess Automation LLC ("Axxess Automation") which is a Nevada based software development company he founded in 1987. Driver is also the owner and directing mind of Axxess Fund Management, LLC ("Axxess Fund Management"), a Nevada corporation which acts as an investment advisor and commodity pool operator. Driver was registered as an associated person and principal with the United States Commodity Futures Trading Commission ("CFTC") beginning in September 2008. Driver created Axxess Fund, L.P. ("Axxess Fund"). Axxess Automation, Axxess Fund Management, Axxess Fund and Driver have never been registered with the Commission.

(b) Axxess Automation Investment

10. In the summer of 2007, Rutledge learned from Ronald and Reynold that Driver was trading using proprietary software he had developed. Rutledge expressed an interest in becoming involved in this investment opportunity.

11. Rutledge was advised that in order for Driver to invest on his behalf, he would be required to invest a minimum amount. Rutledge invested CAD 10,000.00 in July 2007 and CAD 16,000.00 in April 2008 in the Axxess Automation Investment. The primary characteristics of the Axxess Automation Investment as represented by Driver were:

- a) Driver would trade e-mini S&P 500 futures through Axxess Automation, using the funds provided by the investor; and
- b) the investor would recoup the entire investment, plus 25% of the returns generated by the investment (with the remaining 75% of the return on investment to be kept by Driver).

12. Ronald and Rutledge decided that together they should approach friends and family to

come up with \$25,000.00 to participate in the Access Automation Investment. This initial plan evolved into an agreement between Ronald and Rutledge to form an investor group, which ultimately comprised 45 investors (the “Rutledge/Ronald Group”). Most of the investors were family and friends.

13. During the Material Time, Rutledge’s trading in the Access Automation Investment yielded approximately USD 2,051,199.39 from the Rutledge/Ronald Group.

14. At the request of Driver, Rutledge provided a letter of agreement (the “Letter of Agreement”) for the Access Automation Investment to prospective investors, which was signed by investors. The Letter of Agreement outlined the terms of the Access Automation Investment.

15. During the Material Time, Rutledge attended two meetings at which Driver discussed the Access Automation Investment with potential and current investors. One meeting was attended by approximately 5 persons (including Rutledge, Ronald and Ronald’s sister) to discuss making an initial investment. The other meeting was held in Ronald’s home and was attended by approximately 10 persons (all friends and family of Rutledge and/or Ronald) who were current investors in the Access Automation Investment. The purpose of this meeting was to discuss the status of the investment and how the profits that Driver claimed he was generating in the Access Automation Investment could be used for charitable purposes.

16. Rutledge described the Access Automation Investment to investors using his own words. He told prospective investors that the potential returns were “phenomenal” and that this could be a blessing in their lives. Rutledge told investors that the potential returns were in the “high teens”, between approximately 15 to 20 percent per month, or 240 percent a year. Rutledge also told investors that they could trust Driver because Rutledge and Ronald had gotten to know him and his family and this was built on a relationship. Rutledge told investors that this was a window of opportunity because Driver was not going to offer this investment for very long.

17. Rutledge described himself as a “communications portal” and “point person” between investors and Driver, which included conveying investors’ questions to Driver and Driver’s responses thereto.

18. Rutledge facilitated transfers of funds from certain investors to Driver. Between July

2007 and February 2008, Rutledge told investors to wire their money to a bank account held by Axxess Automation at M&T Bank located in Niagara Falls, New York. Between March 2008 and April 2009, Rutledge told investors to wire their money to a bank account held at Citibank by Axxess Automation located in Las Vegas, Nevada.

19. Rutledge sent Driver reports regarding new investors of the Rutledge/Ronald Group.

20. Rutledge created excel spreadsheets and tracked the investments made by the investors in his group and followed up with Driver to see if investors' redemption requests were fulfilled. Rutledge also provided the Rutledge/Ronald Group with monthly reports on their investments and sent out emails describing the monthly returns generated by Driver's trading.

21. In late October 2008, Rutledge told Ronald that he had consulted a lawyer who suggested that the Axxess Automation Investment may be "offside" certain securities laws. In particular, the lawyer expressed concerns with certain commission payments being made by Driver to Rutledge and Ronald which they had been told were being made from Driver's own share of the profits being earned in the Axxess Automation Investment. As a result, Rutledge and Ronald advised Driver of the lawyer's concerns. Driver assured them that the investment was not "offside", but that in order to take on new investors and grow, it was necessary for him to be licensed by the CFTC. Rutledge advised that as a result of the advice received from the lawyer, he no longer wanted to receive any further commissions, and that any further payments received were to be a return on investment. After October 2008, Rutledge did not introduce any new investors to the Axxess Automation Investment. Rutledge received an additional USD 30,000.00 after October 2008, which he thought was a return on his investment. Rutledge also continued to be the "communications portal" for investors on their investment.

22. Rutledge participated in a trip to Las Vegas in early February 2009 with four investors during which Rutledge arranged for them to meet with Driver. These investors had never met with Driver before and Rutledge thought that this would be a good opportunity for the investors to ask questions and raise concerns about their investment and for Driver to demonstrate his trading software, which he did.

(c) Access Fund Investment

23. Further to Driver's efforts to be licensed, he advised Rutledge and Ronald that he was forming the Access Fund Investment which was to involve the sale of limited partnership units in the Access Fund. Access Fund Management was the general partner and commodity pool operator for the Access Fund Investment. The primary characteristics of the Access Fund Investment were:

- a) limited partnership units in the Access Fund could be purchased for USD 250,000.00 if the general partner, Access Fund Management, determined that the investor was eligible to participate; and
- b) investors' funds would be used to buy and sell futures contracts, futures options and other forms of investments.

24. Rutledge provided the private offering memorandum for the Access Fund Investment dated November 11, 2008 (the "Private Offering Memorandum") to seven investors of the Rutledge/Ronald Group, including Anesis. Those investors submitted applications to Driver to qualify for the Access Fund Investment.

(d) Total Sales and Commissions Received

25. In total, Rutledge's trading in the Access Automation Investment resulted in investments of approximately USD 2,051,199.39. Of this amount, approximately USD 746,507.00 was paid back to the Rutledge/Ronald Group during the Material Time.

26. In respect of the Access Automation Investment, Driver told Ronald and Rutledge that he would provide a 5% commission to the "point person" who assumed the administrative responsibility in liaising with the investors who formed the group. Driver made it clear that this commission would only be paid from Driver's 75% share of the profits he was to earn (after taxes) from the Access Automation Investment. If no profit was earned, regardless of the investments made by the Rutledge/Ronald Group, no commissions would be paid. Ronald and Rutledge agreed to split the 5% commissions that were paid to the Rutledge/Ronald Group.

27. During the Material Time, as a result of his trading in the Axxess Automation and Axxess Fund Investments, Rutledge received about CAD 262,818.92.

PART IV - THE RESPONDENTS' POSITION

28. The Respondents request that the settlement hearing panel consider the following mitigating circumstances:

- a) that since the inception of Staff's investigation Rutledge has fully cooperated, attending at a voluntary interview on April 8, 2009 and providing Staff with all relevant documents in his control or possession;
- b) that Rutledge acknowledges that as a result of the trust he placed in Driver, coupled with his own lack of knowledge respecting investing in securities, he failed to exercise adequate due diligence respecting the propriety of participating in the Axxess Automation and Axxess Fund Investments;
- c) Rutledge knew many of the investors and did not knowingly prey on investors with limited resources;
- d) that like other investors who contributed to the Axxess Automation Investment, and having regard to the intention to disgorge any monies received from Driver, Rutledge and his family have lost the principal which they invested in the Axxess Automation Investment (CAD 26,000.00);
- e) that during the Material Time, Rutledge was not aware of any fraudulent activity being engaged in by Driver;
- f) that during the Material Time, Rutledge was of the belief that Driver was using investor funds in a manner consistent with the Letter of Agreement and that the funds received by Rutledge from Driver were derived from trading profits;

- g) Rutledge's reputation has suffered considerable damage;
- h) Rutledge believed that the investment would be beneficial for investors, had no expectation that it would become worthless and, in fact, invested himself; and
- i) the Respondents have never been the subject of any prior securities-related disciplinary proceeding.

**PART V – BREACH OF *COMMODITY FUTURES ACT* AND *SECURITIES ACT*
AND CONDUCT CONTRARY TO THE PUBLIC INTEREST**

29. The Respondents' activities in respect of the Axxess Automation Investment constituted trading in contracts without registration in respect of which no exemption was available, contrary to section 22 of the *Commodity Futures Act*.

30. The Respondents' activities in respect of the Axxess Fund Investment constituted trading in securities without registration in respect of which no exemption was available, contrary to section 25 of the *Securities Act*.

31. The Respondents' activities in respect of the Axxess Fund Investment constituted trades in securities which were distributions for which no preliminary prospectus or prospectus was filed or receipted by the Director, contrary to section 53 of the *Securities Act*.

32. As an officer of 6845941, Rutledge authorized, permitted or acquiesced in the non-compliance of 6845941 with Ontario securities law and, accordingly, failed to comply with Ontario securities law, contrary to section 129.2 of the *Securities Act*.

33. The Respondents' conduct was contrary to the public interest and harmful to the integrity of the capital markets.

PART VI - TERMS OF SETTLEMENT

34. The Respondents agree to the terms of settlement set out below.

35. The Commission will make an order pursuant to section 127(1) and section 127.1 of the *Securities Act* and sections 60 and 60.1 of the *Commodity Futures Act* that:

- (a) The settlement agreement is approved;
- (b) pursuant to clause 2 of subsection 127(1) of the *Securities Act*, the Respondents shall cease trading in any securities for a period of 15 years, with the exception that Rutledge is permitted to trade securities for the account of his registered retirement savings plan as defined in the *Income Tax Act*, 1985, c.1 as amended (the “*Income Tax Act*”);
- (c) pursuant to clause 2.1 of subsection 127(1) of the *Securities Act*, the Respondents shall cease acquisitions of any securities for a period of 15 years, except acquisitions undertaken in connection with Rutledge’s registered retirement savings plan account (as defined in the *Income Tax Act*);
- (d) pursuant to clause 3 of subsection 127(1) of the *Securities Act*, any exemptions in Ontario securities law do not apply to the Respondents for a period of 15 years, except to the extent such exemption is necessary for trades undertaken in connection with Rutledge’s registered retirement savings plan account (as defined in the *Income Tax Act*);
- (e) pursuant to clause 3 of section 60(1) of the *Commodity Futures Act*, any exemptions contained in Ontario commodity futures law do not apply to the Respondents for a period of 15 years;
- (f) pursuant to clause 7 of section 127(1) of the *Securities Act* and clause 7 of section 60(1) of the *Commodity Futures Act* that the Respondents resign any positions that they hold as a director or officer of an issuer;
- (g) pursuant to clause 8 of section 127(1) of the *Securities Act* and clause 8 of section 60(1) of the *Commodity Futures Act* that the Respondents be prohibited from becoming or acting as a director or officer an issuer for a period of 15 years;

- (h) pursuant to clause 9 of section 60(1) of the *Commodity Futures Act* that the Respondents pay an administrative penalty of CAD 35,000.00 to or for the benefit of third parties in accordance with section 3.4(2)(b) of the *Securities Act*;
- (i) pursuant to clause 10 of section 60(1) of the *Commodity Futures Act* that the Respondents disgorge to the Commission CAD 262,818.92 to or for the benefit of third parties in accordance with section 3.4(2)(b) of the *Securities Act*; and
- (j) pursuant to section 60.1 of the *Commodity Futures Act* that the Respondents pay the costs of the investigation and the hearing in the amount of CAD 2181.08.

36. The Respondents will pay CAD 90,000.00 on the date of the Commission's approval of this Settlement Agreement, if such approval is granted. The Respondents will pay a further CAD 90,000.00 in accordance with a signed undertaking provided to Staff (the "Payment Undertaking").

37. In the event the Commission approves this Settlement Agreement, Rutledge agrees to provide:

- a) a written undertaking to the Commission executed by him and Brenda Jane Rutledge, who are the legal owners of the property at Lot 123, Plan 62M991, City of Hamilton, 8 Armour Crescent, Ancaster, Ontario L9K 1S1 17565-2360 (LT) (the "House"), to list the House for sale within 5 days of the approval of the Settlement Agreement (the "Listing Undertaking");
- b) a consent executed by him and Brenda Jane Rutledge to the registration of a certificate of direction pursuant to sections 126(1) and (4) of the *Securities Act* on title to the House (the "Certificate of Direction"); and
- c) a direction signed by him and Brenda Jane Rutledge directing any purchaser of the House to direct payment of CAD 120,000.00 from the sale proceeds, after payout only of (i) the outstanding first mortgage (instrument WE435153 being a charge to the Royal Bank of Canada registered November 28, 2006); (ii) applicable capital gains taxes; and (iii) applicable real estate commissions, to the

Commission on closing of the sale of the House.

38. In the event any amount set out in paragraphs 36 or 37 are not paid, including any failure by the Respondents comply with the Payment Undertaking or with the Listing Undertaking, the Commission may seek to enforce its Order approving this Settlement Agreement as an order of the Ontario Superior Court of Justice pursuant to section 151 of the *Securities Act*. Once the outstanding amounts referred to in paragraphs 36 and 37 are paid, the Commission will revoke its Certificate of Direction.

39. Rutledge and 6845941 undertake to consent to a regulatory order made by any provincial or territorial securities regulatory authority in Canada containing any or all of the prohibitions set out in paragraph 35 above. These prohibitions may be modified to reflect the provisions of the relevant provincial or territorial securities law.

PART VII - STAFF COMMITMENT

40. If the Commission approves this Settlement Agreement, Staff will not commence any proceeding against the Respondents under Ontario securities law in relation to the facts set out in Part III of this Settlement Agreement, subject to the provisions of paragraph 47 below.

41. If the Commission approves this Settlement Agreement and either of Rutledge, 6845941 or Anesis fail to comply with any of the terms of the Settlement Agreement, Staff may bring proceedings under Ontario securities law against them. These proceedings may be based on, but are not limited to, the facts set out in Part III of this Settlement Agreement as well as the breach of the Settlement Agreement.

PART VIII – PROCEDURE FOR APPROVAL OF SETTLEMENT

42. The parties will seek approval of this Settlement Agreement at a public hearing before the Commission according to the procedures set out in this Settlement Agreement and the Commission's Rules of Practice.

43. Staff and the Respondents agree that this Settlement Agreement will form all of the agreed facts that will be submitted at the settlement hearing on the conduct of the Respondents, unless the parties agree that additional facts should be submitted at the settlement hearing.

44. If the Commission approves this Settlement Agreement, the Respondents agree to waive all rights to a full hearing, judicial review or appeal of this matter under the Act.

45. If the Commission approves this Settlement Agreement, no party will make any public statement that is inconsistent with this Settlement Agreement or with any additional agreed facts submitted at the settlement hearing.

46. Whether or not the Commission approves this Settlement Agreement, the Respondents will not use, in any proceeding, this Settlement Agreement or the negotiation or process of approval of this agreement as the basis for any attack on the Commission's jurisdiction, alleged bias, alleged unfairness, or any other remedies or challenges that may otherwise be available.

PART IX – DISCLOSURE OF SETTLEMENT AGREEMENT

47. If the Commission does not approve this Settlement Agreement or does not make the order attached as Schedule "A" to this Settlement Agreement:

- (a) this Settlement Agreement and all discussions and negotiations between Staff and the Respondents before the settlement hearing takes place will be without prejudice to Staff and the Respondents; and
- (b) Staff and the Respondents will be entitled to all available proceedings, remedies and challenges, including proceeding to a hearing of the allegations contained in the Statement of Allegations. Any proceedings, remedies and challenges will not be affected by this Settlement Agreement, or by any discussions or negotiations relating to this agreement.

48. All parties will keep the terms of the Settlement Agreement confidential until the Commission approves the Settlement Agreement. At that time, the parties will no longer have to maintain confidentiality. If the Commission does not approve the Settlement Agreement, all parties must continue to keep the terms of the Settlement Agreement confidential, unless they agree in writing not to do so or if required by law.

PART X – EXECUTION OF SETTLEMENT AGREEMENT

49. The parties may sign separate copies of this agreement. Together, these signed copies will form a binding agreement.

50. A fax copy of any signature will be treated as an original signature.

Dated this 10th day of August, 2010

”Mick Lange”
Witness

”David Rutledge”
David Rutledge

Dated this 10th day of August, 2010

”Mick Lange”
Witness

”David Rutledge”
6845941 Canada Inc. carrying on business
as Anesis Investments

Dated this 10th day of August, 2010

STAFF OF THE ONTARIO SECURITIES
COMMISSION

”Karen Manarin”

Per: Tom Atkinson

SCHEDULE “A”

**IN THE MATTER OF THE *SECURITIES ACT*
R.S.O. 1990, c. S.5, AS AMENDED**

- and -

**IN THE MATTER OF THE
COMMODITY FUTURES ACT
R.S.O. 1990, c. C.20, AS AMENDED**

- and -

**IN THE MATTER OF
DAVID RUTLEDGE and 6845941 CANADA INC.
carrying on business as ANESIS INVESTMENTS**

ORDER

WHEREAS on August 12, 2010, the Commission issued a Notice of Hearing pursuant to sections 127 and 127.1 of the *Securities Act*, R.S.O. 1990, c. S. 5, as amended (the “*Securities Act*”) and sections 60 and 60.1 of the *Commodity Futures Act* (the “*Commodity Futures Act*”) in respect of the conduct of, among others, David Rutledge (“Rutledge”) and 6845941 Canada Inc. (“6845941”) carrying on business as Anesis Investments (“Anesis”) (collectively the “Respondents”);

AND WHEREAS on August 12, 2010, Staff of the Commission filed a Statement of Allegations in respect of the same matter;

AND WHEREAS the Respondents entered into a settlement agreement dated July 20, 2010 (the “Settlement Agreement”) in relation to the matters set out in the Statement of Allegations;

AND WHEREAS the Commission issued a Notice of Hearing dated August 12, 2010 setting out that it proposed to consider the Settlement Agreement;

UPON reviewing the Settlement Agreement, the Notice of Hearing, the Statement of Allegations, and upon considering submissions from Rutledge for the Respondents and from Staff of the Commission;

AND WHEREAS the Commission is of the opinion that it is in the public interest to make this order;

IT IS HEREBY ORDERED, PURSUANT TO SECTIONS 127(1) AND 127.1 OF THE SECURITIES ACT AND SECTIONS 60 AND 60.1 OF THE COMMODITY FUTURES ACT, THAT:

- (a) the time for service and filing of the Settlement Agreement and all materials filed for the purposes of the Settlement Hearing is abridged;
- (b) the Settlement Agreement is hereby approved;
- (c) pursuant to clause 2 of subsection 127(1) of the *Securities Act*, the Respondents shall cease trading in any securities for a period of 15 years, with the exception that the Rutledge is permitted to trade securities for the account of his registered retirement savings plan as defined in the *Income Tax Act*, 1985, c.1 as amended (the "*Income Tax Act*");
- (d) pursuant to clause 2.1 of subsection 127(1) of the *Securities Act*, the Respondents shall cease acquisitions of any securities for a period of 15 years, except acquisitions undertaken in connection with Rutledge's registered retirement savings plan account (as defined in the *Income Tax Act*);
- (e) pursuant to clause 3 of subsection 127(1) of the *Securities Act*, any exemptions in Ontario securities law do not apply to the Respondents for a period of 15 years, except to the extent such exemption is necessary for trades undertaken in connection with Rutledge's registered retirement savings plan account (as defined in the *Income Tax Act*);

- (f) pursuant to clause 3 of section 60(1) of the *Commodity Futures Act*, any exemptions contained in Ontario commodity futures law do not apply to the Respondents for a period of 15 years;
- (g) pursuant to clause 7 of section 127(1) of the *Securities Act* and clause 7 of section 60(1) of the *Commodity Futures Act* that Rutledge resigns any positions that he holds as a director or officer of an issuer;
- (h) pursuant to clause 8 of section 127(1) of the *Securities Act* and clause 8 of section 60(1) of the *Commodity Futures Act* that Rutledge be prohibited from becoming or acting as a director or officer an issuer for a period of 15 years;
- (i) pursuant to clause 9 of section 60(1) of the *Commodity Futures Act* that the Respondents pay an administrative penalty of CAD 35,000.00 to or for the benefit of third parties in accordance with section 3.4(2)(b) of the *Securities Act*;
- (j) pursuant to clause 10 of section 60(1) of the *Commodity Futures Act* that the Respondents disgorge to the Commission CAD 262,818.92 to or for the benefit of third parties in accordance with section 3.4(2)(b) of the *Securities Act*;
- (k) pursuant to section 60.1 of the *Commodity Futures Act* that the Respondents pay the costs of the investigation and the hearing in the amount of CAD 2181.08; and
- (l) the amounts to be paid to the Commission as set out in paragraphs 35(h), (i) and (j) of the Settlement Agreement will be comprised of CAD 90,000.00 to be paid on the date of this order, CAD 90,000.00 to be paid in accordance with a signed undertaking provided as described in paragraph 36 of the Settlement Agreement and CAD 120,000.00 to be paid in accordance with paragraph 37 of the Settlement Agreement.

Dated at Toronto, Ontario this 13th day of August, 2010.

