



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
IRWIN BOOCK, STANTON DEFREITAS, JASON WONG,
SAUDIA ALLIE, ALENA DUBINSKY, ALEX KHODJIAINTS
SELECT AMERICAN TRANSFER CO.,
LEASESMART, INC., ADVANCED GROWING SYSTEMS, INC.,
INTERNATIONAL ENERGY LTD., NUTRIONE CORPORATION,
POCKETOP CORPORATION, ASIA TELECOM LTD.,
PHARM CONTROL LTD., CAMBRIDGE RESOURCES CORPORATION,
COMPUSHARE TRANSFER CORPORATION,
FEDERATED PURCHASER, INC., TCC INDUSTRIES, INC., FIRST NATIONAL
ENTERTAINMENT CORPORATION, WGI HOLDINGS, INC.
and ENERBRITE TECHNOLOGIES GROUP**

**SETTLEMENT AGREEMENT
BETWEEN STAFF AND STANTON DEFREITAS**

PART I - INTRODUCTION

1. By Amended Notice of Hearing dated January 5, 2012, the Ontario Securities Commission (the "Commission") announced that it proposed to hold a hearing, pursuant to sections 127 and 127.1 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act"), to consider whether it is in the public interest to make orders, as specified therein, against Irwin Boock ("Boock"), Stanton DeFreitas ("DeFreitas"), Jason Wong ("Wong"), Saudia Allie ("Allie"), Alena Dubinsky ("Dubinsky"), Alex Khodjiaints ("Khodjiaints"), Select American Transfer Co., ("Select American"), LeaseSmart, Inc. ("LeaseSmart"); Advanced Growing

Systems, Inc. (formerly, The Bighub.com, Inc.) (“Bighub”); NutriOne Corporation (“NutriOne”); International Energy Ltd. (“International Energy”); Pocketop Corporation (formerly, Universal Seismic, Inc.) (“Pocketop”); Asia Telecom Ltd. (“Asia Telecom”); Pharm Control Ltd. (“Pharm Control”); Cambridge Resources Corporation (“Cambridge Resources”); Compushare Transfer Corporation (“Compushare”); WGI Holdings, Inc. (“WGI Holdings”); Federated Purchaser, Inc. (“Federated Purchaser”); First National Entertainment Corporation (“First National”); TCC Industries, Inc. (“TCC Industries”); and Enerbrite Technologies Group Inc. (“Enerbrite”). The Amended Notice of Hearing was issued in connection with the allegations as set out in the Amended Statement of Allegations of Staff of the Commission (“Staff”) dated January 4, 2012.

2. The Commission will issue a Notice of Hearing to announce that it will hold a hearing to consider whether, pursuant to section 127 of the Act, it is in the public interest for the Commission to approve this Settlement Agreement and to make certain orders in respect of DeFreitas.

PART II – JOINT SETTLEMENT RECOMMENDATION

3. Staff agree to recommend settlement of the proceeding initiated by the Amended Notice of Hearing dated January 5, 2012 against DeFreitas (the “Proceeding”) in accordance with the terms and conditions set out below. DeFreitas consents to the making of an order in the form attached as Schedule “A”, based on the facts set out below.

PART III – AGREED FACTS

4. DeFreitas agrees with the facts set out in Part III. To the extent DeFreitas does not have direct personal knowledge of certain facts as described below, DeFreitas believes the facts to be true and accurate.

5. Staff and DeFreitas agree that the facts and admissions set out in Part III and Part IV for the purpose of this settlement are without prejudice to DeFreitas in any other proceedings of any

kind including, but without limiting the generality of the foregoing, any other proceedings brought by the Commission under the *Securities Act* (subject to paragraph 34 below) or any civil or other proceedings currently pending or which may be brought by any other person, corporation or agency (subject to paragraph 32 below). Nothing in this settlement agreement is intended to be an admission of civil or criminal liability by DeFreitas to any person or company; such liability is expressly denied by DeFreitas.

6. Select American is a Delaware corporation that was established by Boock in April 2005 with the assistance of DeFreitas and Wong. Select American was operated as a transfer agent by DeFreitas and with the active involvement and oversight of Boock and Wong, using nominees until April 2007 when it was sold and underwent a name change to Fairross Transfer Agent, which never carried on business. Select American was the subject of a cease trade order issued by the Commission on May 18, 2007.

7. By virtue of the corporate hijacking scheme described herein, the following entities were created in the U.S., the securities of which were fraudulently quoted for trading on the Pink Sheets LLC in the over-the-counter securities market in the U.S.:

- (a) LeaseSmart, Inc.;
 - (b) Advanced Growing Systems, Inc. (formerly, The Bighub.com, Inc.);
 - (c) NutriOne Corporation;
 - (d) International Energy Ltd.;
 - (e) Pocketop Corporation (formerly, Universal Seismic, Inc.);
 - (f) Asia Telecom Ltd.;
 - (g) Pharm Control Ltd.; and
 - (h) Cambridge Resources Corporation.
- (collectively, the “Issuers”).

8. Select American acted as the transfer agent to the Issuers and was the primary vehicle through which the corporate hijackings and share issuances were carried out.

i) THE FRAUDULENT SECURITIES SCHEME

A. Corporate Hijacking

9. The corporate hijacking scheme used to perpetrate securities fraud with respect to the Issuer Respondents was carried out in the following manner:

(a) Corporate documents were filed with the relevant Secretary of State in the U.S. (either Delaware, Nevada, California or Florida) to incorporate a company with the same name as a defunct public issuer. Typically, the directors, officers and registered agents listed on the corporate documents were either fictitious identities or nominees and the purported corporate addresses for the newly created entities would be mailbox locations obtained through UPS or other virtual mailbox providers or nominee addresses;

(b) Shortly thereafter, amendment documents were filed with the relevant Secretary of State to effect a name change of the newly created entity and a consolidation of the company's shares in the form of a reverse stock split;

(c) Subsequently, steps were taken to obtain a new CUSIP number (a unique identifier for most issued securities which appears on the face of the security) for the renamed, newly created entity as if it was the successor company to the defunct public issuer; and

(d) Documents containing false representations were then filed by the transfer agent with NASDAQ to obtain a new trading symbol for the renamed company and to effect the reverse stock split of the company's shares thereby minimizing the share capital of the legitimate shareholders.

B. Select American Transfer Co.

10. DeFreitas, Boock and Wong were involved in the creation of Select American. Between April and August 2005, DeFreitas and Wong operated Select American jointly and were the directing minds of Select American with Boock providing material advice on a number of matters including how to run the company and Boock primarily working on the hijacking of defunct corporate entities for illegal purposes.

11. Between April 2005 and July 2005, Boock, with assistance from DeFreitas and Wong, usurped the corporate identity of a number of defunct public issuers using the corporate hijacking scheme described above, including but not limited to LeaseSmart, Bighub, NutriOne and International Energy.

12. Following its incorporation, Select American was used by Boock, DeFreitas and Wong as the transfer agent to these entities to obtain quotations for trading on the Pink Sheets as if they were the successors of the legitimate defunct public issuers whose identities had been hijacked and, further, caused the companies to issue fraudulent shares.

13. In or around August 2005, Wong ceased to be openly involved in the daily operations of Select American. Following Wong's departure, DeFreitas, with the continued involvement and oversight of Boock, continued to operate Select American using nominees.

14. Following Wong's departure, Boock with assistance from DeFreitas created additional fraudulent shell companies for which Select American acted as the transfer agent, including but not limited to Pocketop, Asia Telecom, Pharm Control and Cambridge Resources.

15. In certain cases, DeFreitas, on the instructions of Boock, caused these companies to issue false or promotional press releases as a means of creating a market for the fraudulent shares.

16. Boock and DeFreitas also sold some of the shell companies to third parties who were seeking to “go public” by way of a reverse takeover or reverse merger with an existing privately-held company. More particularly, DeFreitas sold predecessor shells of NutriOne and Cambridge Resources to third parties in Montreal and Boock sold predecessor shells of International Energy to a third party in Florida and Pharm Control to a third party in Ontario.

C. Cease Trade of Select American

17. In or around April 2007, DeFreitas, on the instructions of Boock, caused Select American to be sold to a third party in Montreal. Shortly thereafter, on or around May 18, 2007, the Commission issued temporary cease trade orders in respect of Select American and others, including DeFreitas and the Issuers identified above for which Select American was the transfer agent. Following the cease trade orders, Select American and its successor company Fairross Stock Transfer ceased operations.

D. Trading by DeFreitas – The Franklin Ross Accounts

18. Between November 2006 and May 2007, DeFreitas opened approximately 48 nominee accounts at Franklin Ross, a brokerage firm in the U.S. DeFreitas opened and operated the accounts as a “foreign affiliate” to the firm (the “Franklin Ross Accounts”). DeFreitas was introduced to Franklin Ross by Wong.

19. A number of the Franklin Ross Accounts were opened by DeFreitas solely for the purpose of trading in securities of companies for which Select American was the transfer agent.

20. In at least 23 of the 48 Franklin Ross Accounts, DeFreitas engaged in a wholesale liquidation of fraudulent securities in LeaseSmart, Bighub, International Energy, NutriOne, Pocketop, Asia Telecom, Pharm Control and Cambridge Resources as well as others for which Select American was the transfer agent.

21. The proceeds of trading from these 23 accounts totalled over USD \$750,000 in 2006 and over USD \$2.3 million in 2007. All of the trading proceeds were transferred to similar nominee bank accounts in Ontario that were controlled by DeFreitas. The money was further transferred to various accounts including four TD Canada Trust accounts held under the name of DeFreitas and Associates in Trust, and a Credit Suisse account held under the name of Deffan Financial Inc. DeFreitas had access to all the accounts.

E. Trading by DeFreitas and Boock – The Scottrade Account

22. In January 2007, using a relative of DeFreitas, Boock and DeFreitas arranged for the opening of a corporate trading account at Scottrade, a retail brokerage firm in the U.S. that offers discount brokerage services online, in order to trade additional securities (the “Scottrade Account”). The Scottrade Account was opened in the name of For Better Living Inc., a company created by Boock using at least one alias.

23. In February and March 2007, DeFreitas and Boock, caused share certificates representing millions of fraudulent shares in International Energy, Asia Telecom, Pharm Control and Universe Seismic to be issued by the respective entities and to be deposited to the Scottrade Account by DeFreitas’ relative. Using the online trading services of Scottrade, Boock sold these fraudulently issued shares from Ontario between February and October 2007. IP addresses for login sessions to this account verify that almost all trading in the Scottrade account originated from Boock’s home address.

24. In July 2007, Boock instructed DeFreitas to arrange a wire transfer of approximately \$120,000 of the proceeds of the trading in the Scottrade Account (“Scottrade proceeds”) to be transferred to Ontario to a third party account.

**PART IV - CONDUCT CONTRARY TO THE ACT AND
CONTRARY TO THE PUBLIC INTEREST**

25. DeFreitas, by his involvement in the securities scheme described above, engaged in acts, practices or courses of conduct relating to securities that he knew or reasonably ought to have known: 1) resulted in or contributed to a misleading appearance of trading activity in, or an artificial price for, the securities contrary to subsection 126.1(a) of the Act and; 2) perpetrated a fraud on persons or companies contrary to subsection 126.1(b) of the Act.

26. DeFreitas admits and acknowledges that he acted contrary to the public interest by contravening Ontario securities law as set out in paragraph 25 above.

PART V – SECURITIES AND EXCHANGE COMMISSION PROCEEDINGS

27. On September 29, 2009, the Securities and Exchange Commission of the United States (“SEC”) initiated an action in the United States District Court for the Southern District of New York (“NY District Court”) naming DeFreitas, Boock, Wong and two others as defendants (the “SEC action”) which alleged breaches of U.S. federal securities laws. The conduct underlying the alleged breaches also forms the basis of the Statement of Allegations issued by Staff in this proceeding.

28. DeFreitas cooperated with the SEC, providing them with sworn testimony and documents. On March 26, 2010, the NY District Court entered a default judgment against DeFreitas and Boock. A motion by the SEC for summary judgment against Wong was granted on August 25, 2011 and a reconsideration of the summary judgment was dismissed on November 9, 2011. A proceeding to determine the amount of the disgorgement to be required of Wong, Boock and DeFreitas is pending (the “SEC disgorgement proceedings”). The SEC is seeking a disgorgement order in excess of \$2.4 million dollars against DeFreitas.

PART VI - TERMS OF SETTLEMENT

29. DeFreitas agrees to the following terms of settlement and to the Order attached hereto:
- (a) the Settlement Agreement is approved;
 - (b) DeFreitas will cooperate with Staff in its investigation including testifying as a witness for Staff in any proceedings commenced by Staff or the Commission;
 - (c) trading in any securities by DeFreitas cease for a period of fifteen (15) years from the date of the approval of the Settlement Agreement;
 - (d) the acquisition of any securities by DeFreitas is prohibited for a period of fifteen (15) years from the date of the approval of the Settlement Agreement;
 - (e) any exemptions contained in Ontario securities law do not apply to DeFreitas for a period of fifteen (15) years from the date of the approval of the Settlement Agreement;
 - (f) DeFreitas is reprimanded;
 - (g) DeFreitas is prohibited for a period of fifteen (15) years from the date of the approval of the Settlement Agreement from becoming or acting as a director or officer of any issuer, registrant, or investment fund manager;
 - (h) DeFreitas is prohibited for a period of fifteen (15) years from becoming or acting as a registrant, as an investment fund manager or as a promoter;
 - (i) DeFreitas shall pay an administrative penalty in the amount of \$70,000 for his failure to comply with Ontario securities law; and

- (j) DeFreitas shall disgorge to the Commission an amount obtained as a result of his non-compliance with Ontario securities law in the amount of \$70,000;
- (k) In regard to the payments ordered above, DeFreitas agrees to make a payment of \$100,000 when the Commission approves this Settlement Agreement. DeFreitas further agrees to pay at least \$4,000 during each successive six (6) month period following the date of approval of the Settlement Agreement until the entire amount ordered above in paragraphs (i) and (j) is paid in full;
- (l) After the payments set out in paragraphs 29 (i) and (j), are made in full, as an exception to the provisions of paragraphs 29 (c), (d) and (e), DeFreitas is permitted to trade in or acquire securities in his personal registered retirement savings plan (“RRSP”) accounts and/or tax-free savings accounts (“TFSA”) and/or for any registered education savings plan (“RESP”) accounts for which he is the or a sponsor; and
- (m) Until the entire amount of the payments set out in paragraphs 29 (i) and (j) is paid in full, the provisions of paragraphs 29 (c), (d) and (e) shall continue in force without any limitation as to time period.

30. Any amounts paid to the Commission under the disgorgement and administrative penalty orders in this matter shall be allocated to or for the benefit of third parties other than DeFreitas, including investors who lost money as a result of investing in the Issuers, in accordance with subsection 3.4(2)(b) of the Act.

31. DeFreitas undertakes to consent to a regulatory Order made by any provincial or territorial securities regulatory authority in Canada containing any or all of the sanctions set out in sub-paragraphs 29 (c) to (h) above.

PART VI - STAFF COMMITMENT

32. If this Settlement Agreement is approved by the Commission, Staff will not initiate any other proceeding under the Act against DeFreitas in relation to the facts set out in Part III herein, subject to the provisions of paragraph 34 below.

33. If this Settlement Agreement is approved by the Commission, and at any subsequent time DeFreitas fails to comply with any of the terms of the Settlement Agreement, Staff reserve the right to bring proceedings under Ontario securities law against DeFreitas based on, but not limited to, the facts set out in Part III herein as well as the breach of the Settlement Agreement.

PART VII - PROCEDURE FOR APPROVAL OF SETTLEMENT

34. Approval of this Settlement Agreement will be sought at a hearing of the Commission scheduled on a date to be determined by the Secretary to the Commission, or such other date as may be agreed to by Staff and DeFreitas for the scheduling of the hearing to consider the Settlement Agreement.

35. Staff and DeFreitas agree that this Settlement Agreement will constitute the entirety of the agreed facts to be submitted at the settlement hearing regarding DeFreitas' conduct in this matter, unless the parties agree that further facts should be submitted at the settlement hearing.

36. If this Settlement Agreement is approved by the Commission, DeFreitas agrees to waive all rights to a full hearing, judicial review or appeal of this matter under the Act.

37. If this Settlement Agreement is approved by the Commission, neither Staff nor DeFreitas will make any public statement that is inconsistent with this Settlement Agreement or inconsistent with any additional agreed facts submitted at the settlement hearing.

38. Whether or not this Settlement Agreement is approved by the Commission, DeFreitas agrees that he will not, in any proceeding, refer to or rely upon this Settlement Agreement or the

settlement negotiations as the basis of any attack on the Commission's jurisdiction, alleged bias or appearance of bias, alleged unfairness or any other remedies or challenges that may otherwise be available.

PART VIII – DISCLOSURE OF SETTLEMENT AGREEMENT

39. If, for any reason whatsoever, this Settlement Agreement is not approved by the Commission or the order attached as Schedule "A" is not made by the Commission:

- (a) this Settlement Agreement and its terms, including all settlement negotiations between Staff and DeFreitas leading up to its presentation at the settlement hearing, shall be without prejudice to Staff and DeFreitas; and
- (b) Staff and DeFreitas shall be entitled to all available proceedings, remedies and challenges, including proceeding to a hearing on the merits of the allegations in the Notice of Hearing and Statement of Allegations of Staff, unaffected by the Settlement Agreement or the settlement discussions/negotiations.

40. The terms of this Settlement Agreement will be treated as confidential by all parties hereto until approved by the Commission. Any obligations of confidentiality shall terminate upon approval of this Settlement Agreement by the Commission. The terms of the Settlement Agreement will be treated as confidential forever if the Settlement Agreement is not approved for any reason whatsoever by the Commission, except with the written consent of DeFreitas and Staff or as may be required by law.

PART IX - EXECUTION OF SETTLEMENT AGREEMENT

41. This Settlement Agreement may be signed in one or more counterparts which together will constitute a binding agreement.

42. A facsimile copy of any signature will be as effective as an original signature.

Dated this "19th" day of January , 2012.

Signed in the presence of:

"E. Costa"

"Stanton DeFreitas"

Witness:

Stanton DeFreitas

Dated this "19th" day of January, 2012

"Karen Manarin"

STAFF OF THE ONTARIO SECURITIES COMMISSION
per Tom Atkinson
Director, Enforcement Branch

Dated this "19th" day of January, 2012



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SCHEDULE "A"

**IN THE MATTER OF THE *SECURITIES ACT*,
R.S.O. 1990, c. S.5, as amended**

- and -

**IN THE MATTER OF
IRWIN BOOCK, STANTON DEFREITAS, JASON WONG,
SAUDIA ALLIE, ALENA DUBINSKY, ALEX KHODJIAINTS
SELECT AMERICAN TRANSFER CO.,
LEASESMART, INC., ADVANCED GROWING SYSTEMS, INC.,
INTERNATIONAL ENERGY LTD., NUTRIONE CORPORATION,
POCKETOP CORPORATION, ASIA TELECOM LTD.,
PHARM CONTROL LTD., CAMBRIDGE RESOURCES CORPORATION,
COMPUSHARE TRANSFER CORPORATION,
FEDERATED PURCHASER, INC., TCC INDUSTRIES, INC., FIRST NATIONAL
ENTERTAINMENT CORPORATION, WGI HOLDINGS, INC.
and ENERBRITE TECHNOLOGIES GROUP**

- and -

**IN THE MATTER OF A SETTLEMENT AGREEMENT BETWEEN STAFF OF THE
ONTARIO SECURITIES COMMISSION AND STANTON DEFREITAS**

**ORDER
(Section 127(1))**

WHEREAS by Amended Notice of Hearing dated January 5, 2012, the Ontario Securities Commission (the "Commission") announced that it proposed to hold a hearing, pursuant to sections 127 and 127.1 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act"), to consider whether it is in the public interest to make orders, as specified therein, against Irwin Boock ("Boock"); Stanton DeFreitas ("DeFreitas"); Jason Wong ("Wong"); Saudia Allie ("Allie"); Alena Dubinsky ("Dubinsky"); Alex Khodjiaints ("Khodjiaints"); Select American Transfer Co., ("Select American"); LeaseSmart, Inc. ("LeaseSmart"); Advanced Growing

Systems, Inc. (formerly, The Bithub.com, Inc.) (“Bithub”); NutriOne Corporation (“NutriOne”); International Energy Ltd. (“International Energy”); Pocketop Corporation (formerly, Universal Seismic, Inc.) (“Pocketop”); Asia Telecom Ltd. (“Asia Telecom”); Pharm Control Ltd. (“Pharm Control”); Cambridge Resources Corporation (“Cambridge Resources”); Compushare Transfer Corporation (“Compushare”); WGI Holdings, Inc. (“WGI Holdings”); Federated Purchaser, Inc. (“Federated Purchaser”); First National Entertainment Corporation (“First National”); TCC Industries, Inc. (“TCC Industries”); and Enerbrite Technologies Group Inc. (“Enerbrite”). The Amended Notice of Hearing was issued in connection with the allegations as set out in the Amended Statement of Allegations of Staff of the Commission (“Staff”) dated January 4, 2012;

AND WHEREAS DeFreitas entered into a settlement agreement with Staff dated January 18, 2012 (the "Settlement Agreement") in which DeFreitas agreed to a proposed settlement of the proceeding commenced by the Amended Notice of Hearing dated January 5, 2012, subject to the approval of the Commission;

WHEREAS on January 18, 2012, the Commission issued a Notice of Hearing pursuant to section 127 of the Act to announce that it proposed to hold a hearing to consider whether it is in the public interest to approve a settlement agreement entered into between Staff and DeFreitas;

AND UPON reviewing the Settlement Agreement, the Amended Notice of Hearing, and the Amended Statement of Allegations of Staff, and upon hearing submissions from counsel for DeFreitas and from Staff;

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

IT IS HEREBY ORDERED THAT:

- (a) the Settlement Agreement is approved;
- (b) pursuant to clause 2 of subsection 127(1) of the Act, trading in any securities by DeFreitas cease for a period of fifteen (15) years from the date of the approval of the Settlement Agreement;
- (c) pursuant to clause 2.1 of subsection 127(1) of the Act, the acquisition of any securities by DeFreitas is prohibited for a period of fifteen (15) years from the date of the approval of the Settlement Agreement;
- (d) pursuant to clause 3 of subsection 127(1) of the Act, any exemptions contained in Ontario securities law do not apply to DeFreitas for a period of fifteen (15) years from the date of the approval of the Settlement Agreement;
- (e) pursuant to clause 6 of subsection 127(1) of the Act, DeFreitas is reprimanded;
- (f) pursuant to clauses 8, 8.2, and 8.4 of subsection 127(1) of the Act, DeFreitas is prohibited for a period of fifteen (15) years from the date of the approval of the Settlement Agreement from becoming or acting as a director or officer of any issuer, registrant, or investment fund manager;
- (g) pursuant to clause 8.5 of subsection 127(1) of the Act, DeFreitas is prohibited for a period of fifteen (15) years from the date of the approval of the Settlement Agreement from becoming or acting as a registrant, as an investment fund manager or as a promoter;
- (h) pursuant to clause 9 of subsection 127(1) of the Act, DeFreitas shall pay an administrative penalty in the amount of \$70,000 for his failure to comply with Ontario securities law;

- (i) pursuant to clause 10 of subsection 127(1), DeFreitas shall disgorge to the Commission \$70,000 obtained as a result of his non-compliance with Ontario securities law;
- (j) In regard to the payments ordered above, DeFreitas shall make a payment of \$100,000 when the Commission approves this Settlement Agreement. DeFreitas further shall pay at least \$4,000 during each successive six (6) month period following the date of approval of the Settlement Agreement until the entire amount ordered above in paragraphs (h) and (i) is paid in full;
- (k) After the payments set out in paragraphs (h) and (i) are made in full, as an exception to the provisions of paragraphs (b), (c) and (d), DeFreitas is permitted to trade in or acquire securities in his personal registered retirement savings plan (“RRSP”) accounts and/or tax-free savings accounts (“TFSA”) and/or for any registered education savings plan (“RESP”) accounts for which he is the or a sponsor;
- (l) The payments ordered in paragraphs (h) and (i) shall be for allocation to or for the benefit of third parties other than DeFreitas, including investors who lost money as a result of investing in LeaseSmart, Inc., Advanced Growing Systems, Inc. (formerly, The Bighub.com, Inc.), NutriOne Corporation, International Energy Ltd., Pocketop Corporation (formerly, Universal Seismic, Inc.), Asia Telecom Ltd., Pharm Control Ltd. and Cambridge Resources Corporation, in accordance with subsection 3.4(2)(b) of the Act; and
- (m) Until the entire amount of the payments set out in paragraphs (h) and (i) is paid in full, the provisions of paragraphs (b), (c) and (d) shall continue in force without any limitation as to time period.

DATED at Toronto this day of January , 2012.
