

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE BANK OF NOVA SCOTIA

Applicant

-and-

RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION
carrying on business as LESLIEVILLE PROSTHODONTICS
and RAMZI HINDIEH and R CAPITAL INC.

Respondents

***APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED***

APPLICATION RECORD

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, ON M2N 6N5

Ian Klaiman
LSO No. 58955G
iklaiman@szklaw.ca

Randy Schliemann
LSO No. 69225U
rschliemann@szklaw.ca

T: 416.789.0652
F: 416.789.9015

Lawyers for the Applicant

TO: THIS HONOURABLE COURT

**AND TO: RAMZI HINDIEH DENTISTRY
PROFESSIONAL CORPORATION
carrying on business as LESLIEVILLE
PROSTHODONTICS
1003 Queen Street East, Suite 101
Toronto, ON M4M 1K3**

**AND TO: RAMZI HINDIEH
39 Queens E Quay, Suite 528
Toronto, ON M5E 0A5**

**AND TO: R CAPITAL INC.
1003 Queen Street East, Suite 101
Toronto, ON M4M 1K3**

**AND TO: BDO CANADA LIMITED
222 Bay Street
Suite 2200
Toronto, ON M5K 1H1**

Josie Parisi
T: 416.865.0200
F: 416.865.0887
jparisi@bdo.ca

**AND TO: CITY OF TORONTO
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640**

**AND TO: MINISTRY OF FINANCE
Legal Services Branch
33 King St West, 6th Floor
Oshawa, Ontario L1H 8H5**

Leslie Crawford
Tel: 905-433-5657

Fax: 905-436-4510

Email: leslie.crawford@ontario.ca

**AND TO: DEPARTMENT OF JUSTICE,
ONTARIO REGIONAL OFFICE**
The Exchange Tower
130 King Street West, Suite 3400
Toronto, Ontario M5X 1K6

Diane Winters

Tel: 416-973-3172

Fax: 416-973-0810

E-mail: diane.winters@justice.gc.ca

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TAB 1



Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE BANK OF NOVA SCOTIA

Applicant

-and-

RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION
carrying on business as LESLIEVILLE PROSTHODONTICS
and RAMZI HINDIEH and R CAPITAL INC.

Respondents

***APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990, c. C.43, AS AMENDED***

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing:

- In person
- By telephone conference
- By video conference

By zoom videoconference on a date to be fixed by the Court.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a Notice of Appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your Notice of Appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: _____ Issued by: _____
Local Registrar
Address of
Court Office: 330 University Avenue, 8th Floor
Toronto, Ontario

TO: THIS HONOURABLE COURT

AND TO: RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION
1003 Queen Street East, Unit 1
Toronto, Ontario, M4M 1K3
Attention: Ramzi Hindieh

AND TO: RAMZI HINDIEH
39 Queens Quay East, Unit 528
Toronto, Ontario, M5E 0A5

AND TO: R CAPITAL INC.
1003 Queen Street East, Unit 1
Toronto, Ontario, M4M 1K3
Attention: Ramzi Hindieh

AND TO: BDO CANADA LIMITED
805-25 Main Street West
Hamilton, Ontario L8P 1H1
Attention: Josie Parisi

APPLICATION:

1. The Applicant, The Bank of Nova Scotia (the “**Bank**”), makes application for, *inter alia*
 - a. If necessary, an Order abridging the time for service and validating service of this Notice of Application and Application Record in the manner effected by the Applicant so that this Application is properly returnable today and dispensing with service thereof on any party other than the parties served;
 - b. an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, appointing BDO Canada Limited as receiver and manager over all the property, assets, and undertakings of the Respondents Ramzi Hindieh Dentistry Professional Corporation carrying on business as Leslieville Prosthodontics (“**RH Dentistry**”) and R Capital Inc. (“**RC Inc.**”, and collectively with RH Dentistry, the “**Borrowers**”);
 - c. Judgment against Ramzi Hindieh for payment of the following sums:
 - i. \$19,866.25 plus interest accruing thereon at 19.99% per annum from December 4, 2023, to the date of Judgment, and post-judgment interest accruing thereon at 19.99% per annum;
 - ii. \$532,765.17 plus interest accruing thereon at the Bank’s prime rate of interest in effect from time to time (“**Prime Rate**”) minus 0.25% per annum from December 4, 2023, to the date of Judgment, and post-judgment interest accruing thereon at the Prime Rate minus 0.25% per annum;
 - iii. \$147,809.26 plus interest accruing thereon at the Prime Rate minus 0.25% per annum from December 4, 2023, to the date of Judgment, and post-judgment interest accruing thereon at the Prime Rate minus 0.25% per annum;

- iv. \$1,135,614.14 plus interest accruing thereon at the Prime Rate minus 0.25% per annum from December 15, 2023, to the date of Judgment, and post-judgment interest accruing thereon at the Prime Rate minus 0.25% per annum;
- d. Judgment against RH Dentistry in the amount of \$1,135,614.14 plus interest accruing thereon at the Prime Rate minus 0.25% per annum from December 15, 2023, to the date of Judgment, and post-judgment interest accruing thereon at the Prime Rate minus 0.25% per annum;
- e. such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Background

1. The Applicant Bank is a Canadian chartered bank incorporated pursuant to the provisions of the *Bank Act* and carries on business, *inter alia*, in Toronto, Ontario.
2. RH Dentistry is an Ontario corporation carrying on business as a dental practice specializing in reconstructive, cosmetic and implant dentistry located at 1003 Queen Street East, Unit 1, Toronto, Ontario, M4M 1K3 (the “**Property**”). At all material times RH Dentistry was a borrower of the Bank.
3. RC Inc. is a company incorporated pursuant to the laws of Ontario. Its sole director and officer is Ramzi Hindieh (“**Ramzi**”). RC Inc. is the registered owner of the Property. At all material times RC Inc. was a borrower of the Bank.
4. Ramzi is a dentist operating both RH Dentistry and RC Inc. and resides in Toronto, Ontario. Ramzi is also a guarantor of the obligations of the Borrowers to the Bank.

The Loans to RH Dentistry

5. Pursuant to a Scotiabank Credit Agreement for business dated March 27, 2020 (the “**Term Loan Agreement**”), the Bank granted a 60-month term loan to RH Dentistry in the principal amount of \$706,000.00 together with interest to accrue thereon at the Prime Rate minus 0.25% per annum (the “**Term Loan**”). Under the Term Loan Agreement, RH Dentistry agreed to repay the Term Loan by delivering monthly payments of \$5,116 on account of the principal balance plus variable rate interest payments accruing on the outstanding principal balance.

6. On February 3, 2022, RH Dentistry executed a further Scotiabank Credit Agreement for Change of Terms to allow a three months’ deferral of principal payments from February 2022 to April 2022.

7. Pursuant to a Scotiabank Credit Agreement for business dated March 9, 2020 (the “**VISA Agreement**”), the Bank granted RH Dentistry a Scotiabank Passport Visa Infinite Business Card with a limit of \$20,000 and accruing interest at 19.99% per annum on any outstanding balance (the “**VISA Card**”).

8. The Bank also granted RH Dentistry a credit line limited to \$150,000, payable on demand, and accruing interest at the Prime Rate minus 0.25% per annum, as set out in a Scotiabank Credit Agreement for business dated February 3, 2022.

Security for the Loans to RH Dentistry

9. RH Dentistry’s indebtedness to the Bank is secured by, among other things, the following:

- (a) A general security interest in all of RH Dentistry’s assets (the “**GSA**”);
- (b) Unlimited personal guarantees by Ramzi.

10. Among other rights and remedies, the GSA provides for the appointment of a receiver or receiver and manager, in the event of default of RH Dentistry’s obligations.

The Loan to RC Inc.

11. Pursuant to a Scotiabank Credit Agreement for business dated March 9, 2020 (the “**RC Loan Agreement**”), the Bank granted a 60-month term loan to RC Inc. in the principal amount of \$1,235,000.00 together with interest to accrue thereon at the Prime Rate minus 0.25% per annum (the “**RC Loan**”). Under the RC Loan Agreement, RC Inc. agreed to repay the RC Loan by delivering monthly payments of \$4,117 on account of the principal balance plus variable rate interest payments accruing on the outstanding principal balance.

Security for the Loans to RC Inc.

12. RC Inc.’s indebtedness to the Bank is secured by, among other things, the following:

(a) A First Mortgage/Charge granted by RC Inc. in favour of the Bank in the principal sum of \$1,300,000.00 registered against the Property on April 3, 2020, as Instrument No. AT5402109 (the “**Mortgage**”), payable on demand; and

(b) Unlimited joint and several guarantees by Ramzi and RH Dentistry.

13. Among other rights and remedies, the Mortgage provides for the appointment of a receiver or receiver and manager, in the event of default of RC Inc.’s obligations.

Default and Demands

14. By December 2023, the Borrowers were in default of their obligations and covenants to the Bank.

15. As such, in December 2023, the Bank, through its counsel, made demand upon the Borrowers and Ramzi pursuant to their respective obligations. The Bank declared the entire amounts of the indebtedness of the Borrowers to be immediately due and payable, and enclosed a Notice of Intention to Enforce Security against the Borrowers pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

16. As of November 28, 2023, RH Dentistry was indebted to the Bank in the sum of \$701,194.97, inclusive of principal and interest, but exclusive of costs and interest continuing to accrue, which indebtedness remains outstanding.

17. As of November 28, 2023, RC Inc. was indebted to the Bank in the sum of \$1,135,614.14, inclusive of principal and interest, but exclusive of costs and interest continuing to accrue, which indebtedness remains outstanding.

It is Just and Convenient to Appoint a Receiver

18. The Borrowers have been and continue to be unable to service the aforesaid loan commitments to the Bank and are in default of their payment obligations with respect to the aforesaid loans.

19. The GSA and the Mortgage expressly provide for the appointment of a receiver or receiver and manager in the event of default.

20. The Bank has lost confidence in the ability of the Borrowers and its principal to repay their respective commitments or to operate the business.

21. It is just and convenient in the circumstances to appoint a receiver of the properties, assets, and undertakings of the Borrowers, with a power to continue to operate the dental practice, and market and sell the Property and business, if appropriate, as a going concern, for the benefit of the Bank and the other stakeholders of the Borrowers. This will also provide all stakeholders with an orderly, transparent and court supervised sales process, conducted by an even-handed officer of the court, in order to maximize return for all stakeholders.

22. The Bank proposes that BDO be appointed as the receiver and manager, and BDO has consented to the engagement.

23. As contained in the Affidavit of Judy Vielle and the exhibits annexed thereto.

24. The Applicant relies on section 243 of the *Bankruptcy and Insolvency Act*, sections 63, 64 and 65 of the *Personal Property Security Act*, sections 96, 97, 100 and 101 of the *Courts of Justice Act* and Rules 1, 3, 16, 38, 39, 40, 41 and 44 of the *Rules of Civil Procedure*.

25. Such further and other grounds counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING
FOR THE APPLICATION:**

1. The Affidavit of Judy Vielle and exhibits annexed thereto;
2. The Consent of BDO to act as Receiver; and
3. Such further and other material as counsel may produce and this Honourable court may accept.

Date of Issue: September 13, 2024

SPETTER ZEITZ KLAIMAN PC
Barristers and Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5
Direct: 416-789-0652
Fax: 416-789-9015

IAN KLAIMAN
Law Society No. 58955G
Email: iklaiman@szklaw.ca

RANDY SCHLIEMANN
Law Society No. 69225U
Email: rschliemann@szklaw.ca

Lawyers for the Applicant,
The Bank of Nova Scotia

IN THE MATTER OF SECTION 243 (1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C.1985, c.B-3 AS AMENDED;
IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 c.C-43, AS AMENDED

THE BANK OF NOVA SCOTIA

Applicant

-and-

RAMZI HINDIEH DENTISTRY PROFESSIONAL
CORPORATION et al.
Respondents

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at
TORONTO

NOTICE OF APPLICATION

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5
Direct: 416-789-0652
Fax: 416-789-9015

IAN KLAIMAN [LSO 58955G]
Email: iklaiman@szklaw.ca

RANDY SCHLIEMANN [LSO 69225U]
Email: rschliemann@szklaw.ca

Lawyers for the Applicant,
The Bank of Nova Scotia

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE BANK OF NOVA SCOTIA

Applicant

-and-

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***APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990, c. C.43, AS AMENDED***

AFFIDAVIT OF JUDY VIELLE

I, **JUDY VIELLE**, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY AS FOLLOWS:**

1. I am a Senior Litigation Officer with the Applicant, The Bank of Nova Scotia (sometimes referred to as the “**Bank**”). As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge, I have indicated my source of information and do verily believe such information to be true. Where correspondence is adopted as an exhibit, I do verily believe it was sent and received on the date(s) indicated.

2. This Affidavit is sworn in support of an application by the Bank for the appointment of BDO Canada Limited (“**BDO**”) as receiver and manager of the properties, assets, and undertakings of Ramzi Hindieh Dentistry Professional Corporation carrying on business as Leslieville Prosthodontics (“**RH Dentistry**”) and R Capital Inc. (“**RC Inc.**”, and collectively with RH Dentistry, the “**Borrowers**”).

Background

3. RH Dentistry is an Ontario corporation carrying on business as a dental practice specializing in reconstructive, cosmetic and implant dentistry located at 1003 Queen Street East, Unit 1, Toronto, Ontario, M4M 1K3 (the “**Property**”). Attached hereto as **Exhibit “A”** is a copy of the Corporation Profile Report obtained from the Ministry of Public and Business Service Delivery (Ontario) for RH Dentistry dated November 22, 2023, which lists Ramzi Hindieh (“**Ramzi**”) as its sole director.

4. RC Inc. is an Ontario corporation. Attached hereto as **Exhibit “B”** is a copy of the Corporation Profile Report obtained from the Ministry of Public and Business Service Delivery (Ontario) for RC Inc. dated November 22, 2023, which lists its sole director and officer as Ramzi. RC Inc. is the registered owner of the Property. Attached hereto as **Exhibit “C”** is a copy of the abstract of title and applicable instruments for the Property and the parking spot connected to it dated September 17, 2024. RC Inc. purchased the Property on March 9, 2017, for \$1,210,000.00.

5. Ramzi is a dentist operating both RH Dentistry and RC Inc.. Ramzi is also a guarantor of the obligations of the Borrowers to the Bank, as further set out below. Attached hereto as **Exhibit “D”** is a screenshot of Ramzi’s profile on the website of the Royal College of Dental Surgeons of Ontario showing that he is currently a licensed dentist in Ontario with a specialty in Prosthodontics.

The Loans to RH Dentistry

6. Pursuant to a Scotiabank Credit Agreement for business dated March 27, 2020 (the “**Term Loan Agreement**”), a copy of which is attached as **Exhibit “E”**, the Bank granted a 60-month term loan to RH Dentistry in the principal amount of \$706,000.00 together with interest to accrue thereon at the Prime Rate minus 0.25% per annum (the “**Term Loan**”). Under the Term Loan Agreement, RH Dentistry agreed to repay the Term Loan by delivering monthly payments of \$5,116 on account of the principal balance plus variable rate interest payments accruing on the outstanding principal balance.

7. The terms and provisions of the 2019 Business Banking Services Agreement (“**BBSA**”) attached hereto as **Exhibit “F”** form part of the Term Loan Agreement. Among other rights and remedies, the default provisions under the BBSA provide for the appointment of a receiver or receiver and manager in the event of default of RH Dentistry’s obligations: *“If a default event occurs, we also have the following remedies: ... We may appoint a receiver or a receiver-manager if we choose to do so.”*

8. On February 3, 2022, RH Dentistry executed a further Scotiabank Credit Agreement for Change of Terms to allow a three months’ deferral of principal payments from February 2022 to April 2022 (the “**Amendment Agreement**”). Attached hereto as **Exhibit “G”** is a copy of this Amendment Agreement.

9. Pursuant to a Scotiabank Credit Agreement for business dated March 9, 2020 (the “**VISA Agreement**”), a copy of which is attached hereto as **Exhibit “H”**, the Bank granted RH Dentistry a Scotiabank Passport Visa Infinite Business Card with a limit of \$20,000 and accruing interest at 19.99% per annum on any outstanding balance (the “**VISA Card**”).

10. The Bank also granted RH Dentistry a credit line limited to \$150,000, payable on demand, and accruing interest at the Prime Rate minus 0.25% per annum (the “**Credit Line**”), as set out in a Scotiabank Credit Agreement for business dated February 3, 2022, a copy of which is attached hereto as **Exhibit “I”** (the “**Credit Line Agreement**”).

Security for the Loans to RH Dentistry

11. RH Dentistry’s indebtedness to the Bank is secured by, among other things, the following security included as part of the Term Loan Agreement, Credit Line Agreement and VISA Agreement (collectively referred to hereinafter as the “**Agreements**”):

- (a) A general security interest in all of RH Dentistry’s assets (the “**GSA**”); and
- (b) Unlimited personal guarantees by Ramzi.

The Loan to RC Inc.

12. Pursuant to a Scotiabank Credit Agreement for business dated March 9, 2020 (the “**RC Loan Agreement**”), a copy of which is attached hereto as **Exhibit “J”**, the Bank granted a 60-month term loan to RC Inc. in the principal amount of \$1,235,000.00 together with interest to accrue thereon at the Prime Rate minus 0.25% per annum (the “**RC Loan**”). Under the RC Loan Agreement, RC Inc. agreed to repay the RC Loan by delivering monthly payments of \$4,117 on account of the principal balance plus variable rate interest payments accruing on the outstanding principal balance.

Security for the Loans to RC Inc.

13. RC Inc.’s indebtedness to the Bank is secured by, among other things, the following:

(a) A First Mortgage/Charge granted by RC Inc. in favour of the Bank in the principal sum of \$1,300,000.00 registered against the Property on April 3, 2020, as Instrument No. AT5402109 (the “**Mortgage**”), payable on demand, a copy of which is attached hereto as **Exhibit “K”** and includes an Acknowledgement and Direction signed by RC Inc. on March 20, 2020; and

(b) Unlimited joint and several guarantee by Ramzi, and a further unlimited joint and several guarantee executed and delivered by RH Dentistry on or about March 16, 2020, a copy of which is attached hereto as **Exhibit “L”**.

14. Among other rights and remedies, the Mortgage Standard Charge Terms 200012 provide for the appointment of a receiver or receiver and manager, in the event of default of RC Inc.’s obligations:

If you fail to comply with any of your obligations under the mortgage, or if any part of the obligations secured is not paid when due, or if an event of default occurs under any agreement that relates to the obligations secured, we may enforce our rights in any of the ways set out below.

...

We may appoint in writing a receiver (or receiver and manager), on any terms (including remuneration) that we think are reasonable, to collect any income from the property...

Other Secured Creditors

15. Attached hereto as **Exhibit “M”** is a copy of the Ministry of Government Services Personal Property Security Registration System Enquiry Result for RH Dentistry dated September 17, 2024, which confirms that the Bank registered a financing statement on March 18, 2020, for a period of five (5) years indicating a collateral classification of inventory, equipment, accounts and other.

Apart from the Bank's registration, no other creditors have a registered PPSA security interest against RH Dentistry.

16. Attached hereto as **Exhibit "N"** is a copy of the Ministry of Government Services Personal Property Security Registration System Enquiry Result for RC Inc. dated September 17, 2024, which confirms there are no other creditors with a registered security interest against RC Inc.

17. A Tax Certificate showing property taxes owing on the Property as at September 16, 2024, indicates that RC Inc. owes the City of Toronto approximately \$74,454.53. Attached hereto as **Exhibit "O"** is a copy of the Tax Certificate dated September 16, 2024, showing that RC Inc. has been delinquent in paying its property taxes since 2022, thereby exposing the Property to a potential tax sale by the municipality.

18. The Tax Certificate also discloses that a Bailiff Warrant was issued on the Property. Attached hereto as **Exhibit "P"** is a copy of the Bailiff's Tax Statements showing that RC Inc. owes \$76,702.63 in municipal taxes plus Bailiff fees as at September 18, 2024, with respect to the Property, and \$893.79 in municipal taxes plus Bailiff fees with respect to a parking spot owned by RC Inc.

19. Based on the real property abstract attached hereto as Exhibit "B", I note that there are no charges, mortgages or encumbrances registered against the Property, apart from the Bank.

20. Other than what is set out above, I am not aware of any other secured creditors of RH Dentistry and RC Inc., including any other government priority claims.

Default and Demands

21. By December 2023, the Borrowers had defaulted in several of their obligations to the Bank, namely:

(a) RH Dentistry was late in making its monthly payments on the Term Loan in 2023 at least five times;

(b) RC Inc. is in arrears of its property taxes owing to the City of Toronto in the sum of about \$74,454.53;

(c) RC Inc. was delinquent in its monthly payments on the RC Loan in 2023 and altogether ceased making principal payments after June 2023; and

(d) RC Inc. repeatedly broke promises to pay arrears on the RC Loan.

Attached hereto as **Exhibit “Q”** are loan history statements for the Term Loan and the RC Loan, respectively, for the period between January 2023 to March 2024.

22. On December 4 and 15, 2023, the Bank, through its counsel, made demand upon the Respondents pursuant to their respective obligations. The Bank declared the entire amount of the indebtedness of the Respondents to be immediately due and payable, and enclosed Notices of Intention to Enforce Security against the Borrowers pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*. Attached hereto as **Exhibit “R”** are copies of the said demand letters and notices.

23. As of November 28, 2023, RH Dentistry was indebted to the Bank pursuant to the Term Loan, Credit Line, and VISA Card in the sum of \$701,194.97, inclusive of principal and interest,

but exclusive of costs and interest continuing to accrue, which indebtedness remains outstanding. Attached hereto as **Exhibit “S”** is a copy of the Close Loan Inquiries from the Bank dated November 29, 2023, for the Term Loan, Credit Line, and VISA Card.

24. RC Inc. was indebted to the Bank pursuant to the RC Loan in the sum of \$1,135,614.14 as of November 28, 2023, inclusive of principal and interest, but exclusive of costs and interest continuing to accrue, which indebtedness remains outstanding. Attached hereto as **Exhibit “T”** is a copy of the Close Loan Inquiry from the Bank dated November 28, 2023, for the RC Loan.

Unsuccessful Attempted Resolution

25. Between February 2023 and November 16, 2023, the Bank attempted to contact Ramzi to address the Borrowers’ delinquencies. Ramzi failed to call back as scheduled to discuss the Borrowers’ delinquencies and frequently broke promises to pay the arrears.

26. After the demand letters were delivered to the Respondents, Ramzi contacted the Bank’s lawyers on December 22, 2023, and advised that the dental practice is continuing to operate, and asked if the Bank would agree to accept payment of the outstanding arrears on both matters such that the Borrowers could continue making regular loan payments on a go-forward basis. Jason Spetter, counsel for the Bank, requested monthly P&L Statements for 2023 and year-end financial statements for 2022. The Respondents provided the requested documents on January 9, 2024.

27. On March 13, 2024, counsel for the Bank advised Ramzi that the Bank wished to exit the banking relationship, but were prepared to enter into a forbearance agreement to give the Respondents 60-90 days to seek refinancing for a full payout to the Bank.

28. By April 14, 2024, Ramzi had not responded to the offer to enter into a forbearance agreement and therefore Mr. Spetter advised him that the Bank was immediately proceeding with enforcement of the Bank's outstanding facilities.

29. Ramzi replied on April 15, 2024, advising that he would like to enter into a forbearance agreement and was looking to refinance.

30. On May 13, 2024, Ramzi advised that he was in the process of listing and selling his dental practice. Despite a follow-up email from Mr. Spetter on September 8, 2024, there has been no further update or payout from the Respondents. Attached hereto as **Exhibit "U"** is the email chain correspondence between Mr. Spetter and Ramzi between December 22, 2023, and September 8, 2024.

It is Just and Convenient to Appoint a Receiver

31. The Borrowers have been and continue to be unable to service their respective loan commitments to the Bank and they are in default of their payment obligations with respect to the aforesaid loans.

32. The GSA and the Mortgage expressly provide for the appointment of a receiver or receiver and manager in the event of default.

33. The Bank has lost confidence in the ability of the Borrowers and its principal, Ramzi, to repay their respective commitments or to operate the dental practice.

34. It is just and convenient in the circumstances to appoint a receiver of the properties, assets, and undertakings of the Borrowers, with a power to continue to operate the dental practice, and

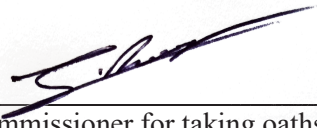
market and sell the Property and business as a going concern, for the benefit of the Bank and the other stakeholders of the Borrowers. This will also provide all stakeholders with an orderly, transparent and court supervised sales process, conducted by an even-handed officer of the court, in order to maximize return for all stakeholders.

35. The Bank proposes that BDO be appointed as the receiver and manager. BDO has agreed to accept the appointment, a copy of its consent is attached hereto as **Exhibit “V”**.

36. The Bank also proposes that BDO be authorized but not required to retain the same law firm, Spetter Zeitz Klaiman PC (“SZK”), to act as legal counsel as the Applicant, to represent and advise BDO in connection with the exercise of its powers and duties as receiver, including, without limitation, those conferred by the Receivership Order sought on this Application, in any matter where there is no conflict arising from that firm’s existing and ongoing role as counsel to the Applicant. A joint retainer, if appropriate, and in the absence of any conflict, between BDO and the Applicant is a cost-effective strategy as it will save on review costs normally incurred by new counsel to get up to speed on a matter, and the administration of the Borrowers’ assets will benefit from SZK’s low institutional rates: Jason Spetter at \$400/hour (year of call 2002), Ian Klaiman at \$350/hour (year of call 2010), and Randy Schliemann at \$300/hour (year of call 2015). In respect of any issue where a conflict may exist or arise in respect of the Applicant and BDO or a third party, BDO shall utilize independent counsel, in which case, SZK may continue acting as counsel to the Applicant.

37. This Affidavit is sworn in support of the Bank's application to appoint a Receiver and for Judgment against Ramzi and RH Dentistry pursuant to their guarantee liabilities, and for no other or improper purpose.

SWORN BEFORE ME:)
by the Deponent of the City of Toronto)
before me at the City of Toronto,)
in the Province of Ontario,)
this 25th day of September 2024,)
in accordance with [O. Reg. 431/20](#),)
Administering Oath or Declaration Remotely.)



_____)
A Commissioner for taking oaths, etc.)
Randy Schliemann, Barrister & Solicitor (LSO)
#69225U))

JUDY VIELLE

This is **Exhibit "A"** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)



Profile Report

RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION as of November 22, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION
Ontario Corporation Number (OCN)	2449151
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	January 08, 2015
Registered or Head Office Address	1003 Queen Street East, 101, Toronto, Ontario, Canada, M4M 1K3

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)
Minimum Number of Directors 1
Maximum Number of Directors 10

Name RAMZI HINDIEH
Address for Service 39 Queens E Quay, 528, Toronto, Ontario, Canada, M5E0A5
Resident Canadian Yes
Date Began January 08, 2015

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	RAMZI HINDIEH
Position	President
Address for Service	39 Queens E Quay, 528, Toronto, Ontario, Canada, M5E0A5
Date Began	January 08, 2015

Name	RAMZI HINDIEH
Position	Secretary
Address for Service	39 Queens E Quay, 528, Toronto, Ontario, Canada, M5E0A5
Date Began	January 08, 2015

Name	RAMZI HINDIEH
Position	Treasurer
Address for Service	39 Queens E Quay, 528, Toronto, Ontario, Canada, M5E0A5
Date Began	January 08, 2015

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History
Name
Effective Date

RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION
January 08, 2015

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: RAMZI HINDIEH	July 12, 2023
Annual Return - 2021 PAF: RAMZI HINDIEH	July 12, 2023
Annual Return - 2018 PAF: HINDIEH RAMZI - DIRECTOR	March 24, 2019
Annual Return - 2017 PAF: HINDIEH RAMZI - DIRECTOR	August 26, 2018
Annual Return - 2016 PAF: HINDIEH RAMZI - DIRECTOR	December 31, 2017
Annual Return - 2015 PAF: HINDIEH RAMZI - DIRECTOR	July 03, 2016
CIA - Notice of Change PAF: RAMZI HINDIEH - DIRECTOR	February 16, 2016
CIA - Initial Return PAF: RAMZI HINDIEH - DIRECTOR	March 23, 2015
BCA - Articles of Amendment	January 23, 2015
BCA - Articles of Incorporation	January 08, 2015

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

This is **Exhibit "B"** referred to in the
affidavit of **Judy Vielle**, sworn before me
this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', is written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)



Profile Report

R CAPITAL INC. as of November 28, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	R CAPITAL INC.
Ontario Corporation Number (OCN)	2464105
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 28, 2015
Registered or Head Office Address	1003 Queen Street East, 101, Toronto, Ontario, Canada, M4M 1K3

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name RAMZI HINDIEH
Address for Service 39 Queens E Quay, 528, Toronto, Ontario, Canada, M5E0A5
Resident Canadian Yes
Date Began April 28, 2015

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	RAMZI HINDIEH
Position	President
Address for Service	39 Queens E Quay, 528, Toronto, Ontario, Canada, M5E0A5
Date Began	April 28, 2015

Name	RAMZI HINDIEH
Position	Secretary
Address for Service	39 Queens E Quay, 528, Toronto, Ontario, Canada, M5E0A5
Date Began	April 28, 2015

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

R CAPITAL INC.

Effective Date

April 28, 2015

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: RAMZI HINDIEH	July 17, 2023
Annual Return - 2021 PAF: RAMZI HINDIEH	July 17, 2023
Annual Return - 2018 PAF: HINDIEH RAMZI - DIRECTOR	March 24, 2019
Annual Return - 2017 PAF: HINDIEH RAMZI - DIRECTOR	August 05, 2018
Annual Return - 2016 PAF: HINDIEH RAMZI - DIRECTOR	December 31, 2017
Annual Return - 2015 PAF: HINDIEH RAMZI - DIRECTOR	July 03, 2016
CIA - Initial Return PAF: RAMZI HINDIEH - DIRECTOR	July 30, 2015
BCA - Articles of Incorporation	April 28, 2015

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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This is **Exhibit “C”** referred to in the
affidavit of **Judy Vielle**, sworn before me
this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

LAND
 REGISTRY
 OFFICE #66

76569-0001 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2569 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2007/07/23.

ESTATE/QUALIFIER: RECENTLY:
 FEE SIMPLE CONDOMINIUM FROM 21056-0426
 LT ABSOLUTE PLUS

PIN CREATION DATE:
 2017/02/07

OWNERS' NAMES CAPACITY SHARE
 R CAPITAL INC. ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2017/02/07 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
AT1459462	2007/05/31	NOTICE	\$2	CITY OF TORONTO	1003 QUEEN EAST HOLDINGS LIMITED	C
REMARKS: SITE PLAN AGREEMENT.						
AT3615689	2014/06/25	CHARGE		*** DELETED AGAINST THIS PROPERTY *** KARTELLE 1003 QUEEN STREET EAST INC.	BARRIS, SHELDON	
AT3615690	2014/06/25	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** KARTELLE 1003 QUEEN STREET EAST INC.	BARRIS, SHELDON	
REMARKS: AT3615689.						
AT3806359	2015/02/09	NOTICE		*** DELETED AGAINST THIS PROPERTY *** KARTELLE 1003 QUEEN STREET EAST INC.	BARRIS, SHELDON	
REMARKS: AT3615689						
AT3968501	2015/08/05	NOTICE		*** DELETED AGAINST THIS PROPERTY *** KARTELLE 1003 QUEEN STREET EAST INC.	BARRIS, SHELDON	
REMARKS: AT3615689						
TCP2569	2017/02/02	STANDARD CONDO PLN				C
AT4478545	2017/02/02	CONDO DECLARATION		KARTELLE 1003 QUEEN STREET EAST INC.		C
AT4501176	2017/03/02	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2569		C
REMARKS: BY LAW NO. 1						
AT4506425	2017/03/09	TRANSFER	\$1,210,000	KARTELLE 1003 QUEEN STREET EAST INC.	R CAPITAL INC.	C
AT4506426	2017/03/09	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4507507	2017/03/09	DISCH OF CHARGE		R CAPITAL INC. *** COMPLETELY DELETED *** BARRIS, SHELDON	ROYAL BANK OF CANADA	
	REMARKS: AT3615689.					
AT5075140	2019/02/12	CHARGE		R CAPITAL INC. *** COMPLETELY DELETED ***	BANK OF MONTREAL	
AT5075141	2019/02/12	NO ASSGN RENT GEN		R CAPITAL INC. *** COMPLETELY DELETED ***	BANK OF MONTREAL	
	REMARKS: AT5075140					
AT5093024	2019/03/12	DISCH OF CHARGE		ROYAL BANK OF CANADA *** COMPLETELY DELETED ***		
	REMARKS: AT4506426.					
AT5402109	2020/04/03	CHARGE	\$1,300,000	R CAPITAL INC.	THE BANK OF NOVA SCOTIA	C
AT5407718	2020/04/15	DISCH OF CHARGE		BANK OF MONTREAL *** COMPLETELY DELETED ***		
	REMARKS: AT5075140.					

LAND
 REGISTRY
 OFFICE #66

76569-0002 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2569 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2007/07/23.

ESTATE/QUALIFIER:
 FEE SIMPLE
 LT ABSOLUTE PLUS

RECENTLY:
 CONDOMINIUM FROM 21056-0426

PIN CREATION DATE:
 2017/02/07

OWNERS' NAMES
 R CAPITAL INC.

CAPACITY SHARE
 ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2017/02/07 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
AT1459462	2007/05/31	NOTICE	\$2	CITY OF TORONTO	1003 QUEEN EAST HOLDINGS LIMITED	C
REMARKS: SITE PLAN AGREEMENT.						
AT3615689	2014/06/25	CHARGE		*** DELETED AGAINST THIS PROPERTY *** KARTELLE 1003 QUEEN STREET EAST INC.	BARRIS, SHELDON	
AT3615690	2014/06/25	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** KARTELLE 1003 QUEEN STREET EAST INC.	BARRIS, SHELDON	
REMARKS: AT3615689.						
AT3806359	2015/02/09	NOTICE		*** DELETED AGAINST THIS PROPERTY *** KARTELLE 1003 QUEEN STREET EAST INC.	BARRIS, SHELDON	
REMARKS: AT3615689						
AT3968501	2015/08/05	NOTICE		*** DELETED AGAINST THIS PROPERTY *** KARTELLE 1003 QUEEN STREET EAST INC.	BARRIS, SHELDON	
REMARKS: AT3615689						
TCP2569	2017/02/02	STANDARD CONDO PLN				C
AT4478545	2017/02/02	CONDO DECLARATION		KARTELLE 1003 QUEEN STREET EAST INC.		C
AT4501176	2017/03/02	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2569		C
REMARKS: BY LAW NO. 1						
AT4506425	2017/03/09	TRANSFER	\$1,210,000	KARTELLE 1003 QUEEN STREET EAST INC.	R CAPITAL INC.	C
AT4506426	2017/03/09	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4507507	2017/03/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** R CAPITAL INC. BARRIS, SHELDON	ROYAL BANK OF CANADA	
	REMARKS: AT3615689.					
AT5075140	2019/02/12	CHARGE		*** COMPLETELY DELETED *** R CAPITAL INC.	BANK OF MONTREAL	
AT5075141	2019/02/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** R CAPITAL INC.	BANK OF MONTREAL	
	REMARKS: AT5075140					
AT5093024	2019/03/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: AT4506426.					
AT5402109	2020/04/03	CHARGE	\$1,300,000	R CAPITAL INC.	THE BANK OF NOVA SCOTIA	C
AT5407718	2020/04/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
	REMARKS: AT5075140.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is **Exhibit “D”** referred to in the
affidavit of **Judy Vielle**, sworn before me
this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

Ramzi Hindieh

Full Name: Ramzi Hekmat Hindieh

Registration Number: 90004

Current Status: Member

Designated Electoral District: District 9

Specialty: Prosthodontist

 This member is currently entitled to practise.

Practice Information

Primary Practice

Leslieville Prosthodontics

1003 Queen St E #1
Toronto, ON, CA
M4M 1K3

Sedation & Anesthesia Facility Permit: No
CT Scanner Facility Permit: No

 [See All Practice Locations](#)

Professional Corporation Information

Ramzi Hindieh Dentistry Professional Corporation
1003 Queen St E #1
Toronto, ON, CA
M4M 1K3

Phone: 416-465-7767

Certificate of Authorization Status: Current

Certificate of Authorization Issuance: February 10, 2015

Shareholders

[Dr. Ramzi Hindieh](#)

This is **Exhibit “E”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a light grey rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

In this form, you and your mean the business customer and we, our, us and the Bank mean Scotiabank, The Bank of Nova Scotia

This Credit Agreement, together with the Credit Agreement section of the Business Banking Services Agreement, all certifications and consents provided in any application for any banking services, and any schedules attached hereto, is the complete agreement between you and the Bank for the loans described here. Security for all loans is set out under the heading "Security".

Business Customer Information

Date (mm/dd/yyyy)
03/27/2020

Business Customer's Full Legal Name (Name of Individual Unless a Registered Partnership or Corporation) RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION			
Trading As			
Main Business Address 1003 QUEEN ST E UNIT 1	City or Town TORONTO	Province ON	Postal Code M4M1K3
Deposit Account Number	Branch 78816 - HEALTH CARE PROFESSIONAL BANKING CENTR 40 KING STREET WEST, 1ST MEZZANINE NORTH TORONTO, ON M5H 1H1		

Your Loans With Us Credit Line

The completed sections describe the loan or loans you requested and we approved.

Limit	Interest Prime plus
Application Fee	Monthly Account Fee Monthly Monitoring Fee

Your Credit Line must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Credit Line must be paid on demand.

Overdraft Protection

Limit	Interest Prime plus	Monthly Availment Fee \$
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Your Overdraft Protection credit must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Overdraft Protection credit must be paid on demand.

Scotiabank for business VISA Card

Limit	Interest Prime plus	Monthly Payment/Option <input type="checkbox"/> 3% <input type="checkbox"/> 2% <input type="checkbox"/> Interest Only
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Your Scotiabank for business VISA card must be repaid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your Scotiabank for business VISA card.

Scotiabank VISA Business Card

Limit

Your Scotiabank VISA Business Card must be repaid as set out in the Scotiabank VISA Business Card Agreement which is provided to you prior to program implementation.

Credit Card for business

Credit Card	Limit
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Your card must be repaid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your Credit card.

Term Loan

Is the loan guaranteed under the Canada Small Business Financing Act (CSBFA) or the Canadian Agriculture Loans Act (CALA)?

Yes If Yes, you confirm that you make the declarations in section 10 of the Credit Agreement contained within the Business Banking Services Agreement and that they are true and correct.
 No

Amount of Loan \$706,000	Term of Loan 60 months	Amortization 144 months	Government Registration/Application Fee
Purpose of Loan Pay out RBC			

Advance Arrangement

Advances to be made against the eligible invoice approved by the Bank

Principal Repayment Arrangements for your Term Loan

You will make your first principal payment on (mm/dd/yyyy)	Approved interest only period 6 months
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Check and complete one of the three options below.

Floating rate, principal payments plus variable rate interest payments.

Interest Prime plus -0.25% RH	Principal Payment \$ 5,116 plus interest for 138 payments	Principal Payment Frequency Monthly
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Fixed rate, blended payments of interest and principal.

Interest %	Payment Amount \$	Final Payment \$	Payment Frequency
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Fixed rate, principal plus variable interest payments.

Interest %	Principal Payment \$	Final Payment \$	Principal Payment Frequency
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Other Fees

These fees do not apply for CSBFA or CALA loans.

Fee Type	Payment	Payment Frequency
Fee Type	Payment	Payment Frequency

Amendments to a Previous Agreement

If this agreement amends a previous agreement, complete the following.
 This Credit Agreement amends the previous Customer or Credit Agreement dated (mm/dd/yyyy) but does not create a new loan.

Other Conditions

Initials Please initial if there is a Schedule of Conditions and Reporting Requirements for your loan attached to this Credit Agreement. Your initial is your agreement to be bound by the terms of this schedule.

Security

Please read and initial the completed sections for the property you are granting to the Bank as security for your obligations under this Credit Agreement and the Credit Agreement section of the Business Banking Services Agreement. Your initials confirm that you are hereby granting the mortgage, security interest, assignment and hypothec outlined in section 12 of the Credit Agreement section of the Business Banking Services Agreement on the property described beside your initials (notwithstanding any limitations contained in any Application(s) - Banking Services for business). If any of the property is located in Quebec, the mortgage and security includes a hypothec for an amount equal to 150 percent of the aggregate of the initial limits described in the first page hereof.

Initials
RH

General Security All present property and property acquired in the future, including inventory, furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools, vehicles, intangible personal property, securities, documents of title, instruments, chattel paper, money and accounts receivable.

Equipment or Goods Equipment or goods include furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools and vehicles, but not inventory. Attach a schedule if you need more room to describe your equipment or goods.

Initials
N/A

Description	Serial Number	Value \$
Description	Serial Number	Value \$
Description	Serial Number	Value \$

Leaseholds Leasehold improvements, as specifically described.

Initials
N/A

Description	
Legal Description of Premises	Value \$

Other Security Other property, specified below

Initials
RH

Type Business Creditor Life Insurance	Particulars SBLP or Assignment of Life Insurance on the life of RAMZI HINDIEH for \$866,000
Type	Particulars
Type	Particulars

Other Agreements You must provide the following other agreements to the Bank.

Initials
N/A

Type	Particulars
Type	Particulars
Type	Particulars

Third Party Security You must make sure that the following security from other persons is provided to the Bank. Third party guarantors and corporate guarantors must sign the Bank's standard guarantee form.

Initials
N/A

Type	Particulars
Type	Particulars

Personal Guarantees

By signing this Credit Agreement, the guarantor agrees to be bound by this agreement and the Credit Agreement section of the Business Banking Services Agreement, and is responsible for the repayment of the customer's obligations to the Bank, to the amount noted below. The guarantor also acknowledges having received and read the Business Banking Services Agreement, in particular, the section of the Credit Agreement, which outlines the guarantor's obligations.

Guarantor Name RAMZI HINDIEH	Guarantee Amount Unlimited.
Guarantor Signature	Witness
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness

Signatures

By signing below, you agree that this Credit Agreement for business:

- is a binding agreement and incorporates the Credit Agreement section of the Business Banking Services Agreement.
- Your signature also confirms that:
- you will provide us with evidence of insurance for your property granted as security with loss payable to the Bank.
- you have received a copy of the Business Banking Services Agreement and you have read and understood the Credit Agreement section before signing this Credit Agreement.
- you have received a copy of the Scotiabank Group Privacy Agreement
- you and the Bank require that this agreement and all related documents be drawn up and executed only in English. Les parties conviennent et exigent expressément que ce contrat et tous documents et avis émis en vertu de celui-ci ou s'y rattachant soient rédigés en anglais.
- you are aware of the information disclosure authorized by the Credit Agreement section of the Business Banking Services Agreement and the applicable loan request or credit application.

Customer - Individual

Signature	Witness
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Partnership or Corporation

Business Name RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION			
Signature	Title DIRECTOR	Signature	Title

The Bank of Nova Scotia

Per (Authorized Signing Officer)

DATE RECEIVED
RECORDED
APPROVED
E.O.
AUDITOR

This Schedule of Conditions and Reporting Requirements is part of the complete agreement between you and the Bank for the loans described here.

This schedule is part of the Credit Agreement *for business* dated Mar 27 2020 between The Bank of Nova Scotia and RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION (the "Customer"). The loans are subject to the following additional terms and conditions:

Conditions

Until all the debts and liabilities under the Credit Line, Scotiabank Passport Visa Infinite Business Card, Term Loan have been discharged in full, the following conditions will apply:

- Direct advances are not to exceed the "Borrowing Base", which is defined as the aggregate of
 - % of good quality accounts receivable (excluding accounts over 90 days, off-sets and inter-company accounts);
 - % of inventory;
 less security interests or charges held by other parties and specific payables which have or may have priority over the Bank security.
 - Advances against inventory are limited to

- The aggregate of
 - % of good quality accounts receivable (excluding accounts over 90 days, off-sets and inter-company accounts);
 - % of inventory;
 is to provide full cover of/ a margin of % (delete whichever is not applicable) at all times over direct advances, security interests or charges held by other parties and specific payables which have or may have priority over the Bank security.
 - The maximum inventory allocation is

- Working capital is to be maintained at all times in excess of
- Tangible Net Worth (TNW) is to be maintained in excess of at all times. TNW is defined as the sum of share capital, earned and contributed surplus and postponed funds less (i) amounts due from officers/affiliates, (ii) investment in affiliates, and (iii) intangible assets as defined by the Bank.
- The ratio of Debt (including deferred taxes) to Tangible Net Worth is not to exceed : 1
- Other conditions, as described below:
The total of dividends, shareholder loan repayments and other capital withdrawals in the current year cannot exceed profits plus depreciation without the prior written consent of the Bank

Reporting Requirements

Until all debts and liabilities under the Credit Line, Scotiabank Passport Visa Infinite Business Card, Term Loan have been discharged in full, you will provide the Bank with the following:

- Annual Financial Statements - audited/ prepared* within days of your fiscal year end.
- Interim Financial Statements - monthly/ quarterly* within days of period end.
- Statement of Security/Borrowing Base Calculation - monthly/ quarterly* within days of period end. * delete one
- Other reporting requirements, as described below:
Annual Personal Statement of Affairs of the individual Guarantors supported by Income Tax Returns and Canada Revenue Agency Notices of Assessment confirming no taxes are owing are to be provided to the bank.

Initials


This is **Exhibit “F”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)



Business Banking Services Agreement

April 2019

Welcome to Scotiabank

We would like to take this opportunity to welcome you to Scotiabank. It is our commitment to become your business banker. We look forward to working with you to add value to your business.

So, What's in this Booklet?

This booklet is a companion document to your Statement – About the Business and Statement – About You or Business Account – Service Request, or Application – Banking Services *for business*, or Indirect Agriculture Financing – Credit Application and (where applicable) the Credit Agreement *for business* and contains important terms and conditions which form part of your agreement with the Bank. These terms and conditions, unless specifically identified as pertaining to a particular product or financial service, apply to all Scotiabank business banking products and services, which we may provide to you from time to time.

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Some Definitions you need to know

We, our, us, Scotiabank and the Bank mean The Bank of Nova Scotia and, as appropriate, any of our Canadian subsidiaries.

“You” and **“your”** mean the business customer, except in the “About You” section on page 6 where *“you”* and *“your”* mean the owner, officer, partner, co-borrower, or guarantor providing personal information and except in the Scotiabank Group Privacy Agreement where *“you”* and *“your”* mean an individual who has made application to us for, enrolled in or signed an application in respect of any personal or business banking, insurance, brokerage or financial product or service offered by us (“Service”), including any co-applicants, guarantors or personal representatives.

Inactive Accounts are personal deposit accounts that have no customer initiated transactions for 24 consecutive months or business accounts that have no customer initiated transactions for 12 consecutive months.

Business and Personal Information

This section outlines the terms and conditions relating to information, both personal and business, provided to us.

In this section, you and your mean the owner, partner or guarantor providing personal information to Scotiabank and the business customer.

About the Business Customer

The business customer:

- Authorizes us to collect further information about the business customer from time to time in connection with any banking relationship the business customer is applying for, will apply for, or already has with us.
- Authorizes Scotiabank to use the business information to adjudicate and administer the products and services requested and agrees that we may do this during our banking relationship with the business customer.
- Authorizes us to collect and disclose information about the business customer from and to other credit reporting agencies, credit bureaus, other credit grantors, any person the business customer has or proposes to have financial relations with, and as otherwise permitted or required by law, and agrees that we may do this both during our banking relationship with the business customer and after it has ended.
- Authorizes Scotiabank to tell the business customer about Scotiabank products and services, and to disclose this information about the business customer to other members of the Scotiabank Group (where the law allows this) so that they may directly offer the business customer their products and services both during our banking relationship with the business customer and after it has ended.
- Authorizes us to check the information the business customer has given us from time to time.
- Authorizes and directs any person we may contact in this regard to provide us with such information.
- Confirms receipt of Scotiabank's Business Accounts – Your Guide to Fees and Interest Schedules (applicable if this application includes a request for a business account).

About You

As the owner, officer, partner, co-borrower, or guarantor providing personal information, you:

- Agree these terms and conditions apply in connection with any banking relationship you, or a business you are involved in, are applying for, or already have with us (the “Banking Relationship”).
- Agree that, if you are applying for, or are providing a guarantee in respect of any Scotiabank personal or business banking products or services, and while you are a Scotiabank customer you will be bound by and abide by the Scotiabank Group Privacy Agreement, a copy of which has been included in this booklet, or which can be obtained at any Scotiabank branch.
- Certify that, if you (with anyone else, if applicable) signed the Statement – About the Business, or the Application – Banking Services *for business* or the Business Account – Service Request or Indirect Agriculture Financing – Credit Application on behalf of the business customer, you (with any other signatories) are authorized to do so by the business customer.
- Certify that the business customer (if an incorporated company) is authorized to borrow money and grant security (not applicable to third party guarantors).
- Certify that any information and documents (including evidence of incorporation) submitted by you to us are true, correct and complete.

PERSONAL GUARANTEE (GUARANTEE BY PERSONS OTHER THAN CO-BORROWERS)

Subject to the exclusions below, you (in your capacity as an owner, officer, or partner of the business customer agree that, if the business customer is incorporated, you guarantee and are personally responsible for, repayment of the business customer's obligations to Scotiabank arising under this application (if approved). The guarantor also agrees to be bound by the terms and conditions in this book, the Business Banking Services Agreement, in particular the section of the Credit Agreement which outlines the guarantor's obligations. This provision applies to obligations incurred by the business customer in connection with account products or services, but does not apply:

- Where you are a co-borrower with the business customer; or
- To obligations incurred in as a result of credit products addressed in the Credit Agreement Section of the Business Banking Services Agreement and any applicable credit or security granting documents.

Scotiabank Financial Services Agreement

1. Your Agreement with Us

- 1.1 You acknowledge that this Agreement is entered into between you and us for valuable consideration and sets out the terms under which we will operate your accounts, carry out your instructions, and provide certain financial products and services to you.
- 1.2 **“You”, “your”** and **“Customer”** mean the business customer who signs or otherwise agrees to be bound by this Agreement. **“We”, “our”, “us”,** the **“Bank”** and **“Scotiabank”** means The Bank of Nova Scotia. Please refer to Appendix A for other definitions used in this Agreement.
- 1.3 When you sign the Scotiabank Financial Services Agreement Signature Form, you are bound by the terms and conditions of this Agreement in relation to all of your accounts with us and each instruction (including Payment Instructions) given on the account(s). When you sign any Service Agreement, you are bound by the terms and conditions of this Agreement in relation to the account(s) and service(s) described in the Service Agreement, including each instruction given on the account(s) or service(s). Each such account and service subject to the terms and conditions of this Agreement is a **“Service”**. This Agreement supersedes and replaces any previous Scotiabank Financial Services Agreement between you and us relating to the Services.
- 1.4 In the event of conflict or inconsistency between any provision of this Agreement and the corresponding provision in any Service Agreement or Service Materials, the applicable provision in this Agreement will always govern and prevail, unless the relevant Service Agreement or Service Material expressly states otherwise.
- 1.5 If you are a partnership, joint venture or other type of organization that is not incorporated, each individual or entity which is a member (but not the limited partners of a limited partnership) is responsible for all of your obligations, indebtedness and liability to us under this Agreement and each Service Agreement, even if the partnership, joint venture or other organization is dissolved or terminated or the membership or partners or constituting documents change. If you consist of more than one Person, each Person will be jointly and severally responsible for your obligations, indebtedness and liability to us.

2. The Services and Service Materials

- 2.1 Our agreement to provide any particular Service will be given by notice to you or signified by our starting to provide the requested Service.
- 2.2 You must: (i) promptly give us any information we reasonably request from you from time to time in connection with any Service or Service Agreement and (ii) immediately notify us of any changes to the information and documentation you give to us.
- 2.3 You agree not to use any of our Services or give any instructions for any unlawful or improper purpose, or otherwise in violation of applicable laws and rules, including Sanctions. You agree to perform your obligations under this Agreement and each Service Agreement in accordance with applicable laws and rules.

- 2.4 Except as contemplated in Section 2.5 below, you agree to make your own arrangements to provide the equipment and software you need to meet your desired levels of service, security and reliability. All equipment and software must meet our requirements and specifications for the Service we are providing. All purchase, installation and maintenance costs will be at your expense.
- 2.5 You agree to follow or use, as applicable, the most current procedures, forms, user guides, software, equipment and other information and materials, whether in written or electronic form (collectively, the “**Service Materials**”) that we provide or make available to you for any Service. The following additional terms apply to the Service Materials:
- (a) You will have a non-exclusive license to use the Service Materials solely for the Service(s) for which they are provided. You are not entitled to assign this license and the license for each Service Material will end immediately upon the termination of our provision of the relevant Service(s). You do not acquire any ownership or copyright interests or rights in the Service Materials.
 - (b) You will not disassemble or reverse engineer any software comprising any part of the Service Materials. You will not copy, remove, modify, transfer, adapt or translate the Service Materials without our consent.
 - (c) You will treat as confidential any software and written material forming part of the Service Materials and will not disclose them to any third party. This obligation will not apply to information that is in the public domain or that you can obtain from a third party without a breach of any obligation by that third party to us.
- 2.6 Except as expressly stated in this Agreement, each Service Agreement, and any related Service Materials, no representations, warranties and conditions of any kind, whether express, implied or statutory, are made by the Bank with respect to the Services. We expressly disclaim implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services will operate error-free or without interruption or Disabling Codes.
- 2.7 You confirm that all credits to your account(s) are and will be beneficially owned by you and that the Services will not be used to conduct business on behalf of any Person other than the Customer (except as specified in a Service Agreement or as otherwise agreed in writing by the Bank).
- 2.8 Unless agreed by the Bank in a Service Agreement or otherwise in writing, amounts standing to the credit of any of your accounts will not bear interest payable to you.

3. Your Instructions and Authorizations

- 3.1 You authorize us to act on any instruction (including Payment Instructions) received from you or in your name, or on your behalf, or using your Authentication ID with respect to any Service or this Agreement, even if it differs in any way from any previous instruction sent to us, and to rely on such instruction as being valid, correct, authorized by, and binding on you.
- 3.2 We may at any time without prior notice refuse to act upon any instructions (including Payment Instructions) if: (i) to do so would cause you to exceed any daily processing limits or other restrictions to the applicable Service, (ii) there are not sufficient Cleared

Funds in your account(s), (iii) the instructions are incomplete or inconsistent, illegible or do not comply with the rules of any applicable Clearing and Payment System or any other reasonable requirements for completion we specify to you, (iv) to do so may contravene a court order, garnishment, trust provision, or cause us to fail to comply with any laws and rules, or (v) otherwise for any proper or lawful reason.

- 3.3 You authorize us to record any telephone or other verbal communication, and that such recording may be used as conclusive evidence of the content of that communication in any legal proceeding.
- 3.4 We may, but are not obligated to, act on any oral instructions or any instruction (including Payment Instructions) that contains insufficient, inconsistent or incorrect information, does not comply with all requirements of the applicable Clearing and Payment System, or is otherwise not properly given.
- 3.5 You acknowledge and agree that, subject to Section 3.4 above, if the words and numbers of a Payment Instruction differ, the words shall prevail and be deemed to be correct. If there is a discrepancy between any Payment Instruction and the written confirmation of it or any such instruction is otherwise ambiguous, such instruction as we understood it will be taken as correct.
- 3.6 You must: (i) ensure that all your instructions to us meet our requirements with regard to form (and formatting requirements), signatures, verification and authorization, and (ii) give us specific authorization or additional information if reasonably required by us.
- 3.7 We are authorized to rely on any signature appearing on an instruction that is, or purports to be, a signature of the Customer or any Representative of the Customer, including any signature affixed by mechanical, electronic, or other non-manual means, as being valid, authorized by, and binding on, the Customer.
- 3.8 You shall be solely responsible for all instructions from, and actions of, your Representatives in relation to each Service.

4. Your Payment Obligations

- 4.1 You are responsible for settling payment of your Payment Instructions. Unless you have made specific arrangements with us, you will ensure that your accounts have sufficient Cleared Funds to settle any Payment Instructions at the time that you give us the instruction. The reported balances for your account may include amounts which are not Cleared Funds.
- 4.2 We may process your Payment Instructions and any charges to your accounts in any order we determine for efficient processing and that complies with applicable laws and rules. Where more than one Payment Instruction is presented for payment on your account, the order of processing may affect whether any such Payment Instruction is honoured if there are insufficient Cleared Funds in the account.
- 4.3 You acknowledge that we must clear Payment Instructions using one or more Clearing and Payment Systems and are bound by the rules of any Clearing and Payment Systems we use. These rules affect our ability to honour your request to Cancel Payment Instructions or stop payment on any such instructions and the procedures we must follow to settle your Payment Instructions and clear funds for you. You acknowledge

and agree that these rules shall in no way whatsoever operate or be construed to impair or limit any rights and remedies we have against you.

- 4.4 We reserve the right to clear and transfer Payment Instructions through any financial institution, Clearing and Payment System, or other Person, and in any manner, we deem appropriate, whether they are drawn on your account or negotiated by you. You agree to grant us sufficient time to settle all instructions and acknowledge that we may, in our discretion, delay crediting your account or place a hold on any credit to your account until we receive the Cleared Funds for the Payment Instruction.
- 4.5 If we cannot charge a payment, chargeback, fee or expense to your account(s) with us because of insufficient funds or for any other reason, or if we ask you to, you must immediately pay us any amounts you are required to pay under this Agreement or any Service Agreement, plus interest at the overdraft rate published in the Schedule of Rates or such other rate as may be agreed from time to time between you and us. Interest will be calculated on a daily basis and will be payable monthly or as we may otherwise require.
- 4.6 We may, but are not required to, confirm or obtain endorsements for Instruments. If a Service we provide involves accepting and processing unendorsed third party cheques, we may do so. You will reimburse us for any amount we cannot collect as a result of a problem in clearing an unendorsed third party cheque.
- 4.7 You waive presentment, notice of dishonour, protest, and notice of protest of any Instrument. You will be liable to us on any Instrument as if it had been duly presented, protested and notice of dishonour and protest had been given as provided by applicable laws and rules.

5. Cancellation of Payment Instructions

- 5.1 We may treat all Payment Instructions as final when given to us.
- 5.2 You may not reverse, change, recall, stop or cancel (collectively called “**Cancel**”) any Payment Instruction without our consent. We will use commercially reasonable efforts to comply with your cancellation instructions, but you acknowledge that: (i) we must follow the rules of all applicable Clearing and Payment Systems and (ii) we will have no obligation to hold the affected funds or return the funds to you unless we are able to have the Payment Instruction cancelled and Cleared Funds are returned to us.
- 5.3 Each cancellation instruction must follow the procedures and forms set out in the Service Materials, or such other procedures or forms we may provide to you from time to time for this purpose, and must be received by us before final settlement.
- 5.4 You are responsible for any cost of a cancellation at the rates set out in the Schedule of Rates or such other rates as we may agree with you from time to time.

6. Debits (including Chargeback and Set-Off)

- 6.1 You irrevocably authorize us to charge and debit the following to, and against, any of your accounts with us:
 - (a) the amount you ask us to pay in any Payment Instruction;
 - (b) the amount of any Payment Instruction we have paid to you or credited to any of

your accounts that is dishonored, rejected, returned or reversed (or otherwise not paid) in whole or in part for any reason (including fraud, loss or endorsement error) together with all related costs;

(c) the amount of any counterfeit or otherwise invalid currency deposited or transferred to any of your accounts;

(d) payment of any amount you owe us, including fees, charges, costs, expenses, and taxes; and

(e) the amount of any deposit credited to any of your accounts in error or otherwise improperly.

6.2 We may at any time and from time to time, without notice to you, set-off and apply any credit balance you may have in any of your accounts with us or any other obligation of any kind that we or any of our affiliates may have to you (whether or not presently due), against any indebtedness, liability or obligation of any kind that you may have to us or to any of our affiliates (whether or not presently due) and you hereby irrevocably authorize us to do so. This right is in addition to any other rights that we may have with respect to set-off or combining accounts.

7. Foreign Currency

7.1 We may, in our discretion, accept payments or permit Payment Instructions to be given on your account in a currency other than the currency of the applicable account, but upon doing so, we may convert the incoming currency to the currency of the applicable account and in that regard, we may sell to you or purchase from you the amount of the other currency required to settle your instruction. The sale or purchase will be at our customer rate of exchange in effect at the time. Any costs for this exchange will be added to the sale amount payable by you or deducted from the purchase amount otherwise payable to you. We will charge the resulting total sale amount or credit the resulting net purchase amount to your account. We are not responsible for any loss you may incur due to changes in foreign currency exchange rates or funds not being available due to foreign currency restrictions.

7.2 You acknowledge that foreign currency accounts are not insured by Canada Deposit Insurance Corporation.

8. Overdrafts

8.1 On occasion we may allow, in our discretion, one or more of your accounts with us to be overdrawn even though you do not have an overdraft facility. Interest is calculated daily on the closing overdrawn balance at the overdraft rate published in the Schedule of Rates. In addition, an overdraft handling fee applies for each Payment Instruction or other item which places your account in an overdrawn position and for each additional item that is paid while the account is overdrawn (normal transaction fees still apply). The overdraft handling fee is also published in the Schedule of Rates. Each such overdraft, together with accrued interest and related fees, will be immediately due and payable in full.

9. Verifying Your Accounts

9.1 We will provide you with periodic statements of your accounts in printed or electronic form.

- 9.2 You must review each statement carefully to check and verify all entries have been properly recorded. If you believe there are any errors, omissions or other discrepancies of any kind whatsoever, whether or not arising from unlawful or improper actions, you must tell us in writing within 30 days of the statement date. Except for errors, omissions and discrepancies that you identify to us in writing within that 30 day period (but in that case, subject to Section 16 of this Agreement), and except for amounts mistakenly or improperly credited to your account (which we may correct at any time), after that 30 day period it will be conclusively settled that:
- (a) all entries and the balance shown in your statement is correct;
 - (b) all instructions affecting your account are authentic, duly authorized, properly issued and otherwise valid;
 - (c) all amounts charged to your accounts are properly charged to you, including all interest and service charges, whether or not the statement discloses how interest and charges are calculated;
 - (d) you are not entitled to be credited with any amount not shown on your statement; and
 - (e) the use of any Service shown is correct.
- 9.3 After that 30 day period: (i) you cannot claim, for any purpose, that any entry on your statement is incorrect and will have no claim against us for reimbursement relating to an entry, even if the instruction charged to your account was forged, unauthorized or fraudulent or was improperly charged for any other reason whatsoever, and (ii) we will be released from any claim whatsoever relating to your statement, including whether for negligence, breach of contract, or otherwise.
- 9.4 We will tell you in the Service Materials or by way of written or electronic notice if the nature of any Service requires more frequent statements, exchange of information, reports or verification than described generally for the account. The account verification conditions described above will apply regardless of the reporting frequency.
- 9.5 We will mail your statements of account to your latest address on our records or make them available for pick-up at the branch or electronically, as may be agreed in writing from time to time. You will notify us promptly, in writing, of any change of your address. If you do not receive a statement, or pick it up where this has been agreed, within 10 days after the end of the statement period, you must let us know within 15 days after the end of the statement period. If you do not let us know, you will be deemed to have received the statement 5 days after the end of the statement period, for all purposes, including the 30 day period to review the statement and advise us of any error.
- 10. Security Procedures**
- 10.1 You agree to comply with all security procedures we communicate to you from time to time in relation to the Services, including those in this Agreement, each Service Agreement, and the Service Materials.
- 10.2 You agree to keep any tokens, keys, access codes, security devices, digital certificates, passwords, PIN, and verification procedures created or issued in relation to the Services (collectively, your “**Authentication ID**”) safe and confidential, and change them at least as often as specified in the security procedure.

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- 10.3 We may, at our option, with no obligation to do so, establish and use procedures as we deem appropriate to verify the source and authenticity of instructions given to us, including contacting any of your authorized signatories, before acting on it.
- 10.4 You must immediately inform the Bank of any actual or suspected unauthorized use of any Service and if any of your Authentication ID becomes known to any third person who is not authorized to possess and use such Authentication ID, and you must promptly report to the Bank any other errors or irregularities in any Service. You agree to provide us with all information necessary for us to investigate any actual or suspected unauthorized use, error or irregularity in relation to any Service, including any documentation or testimony we may reasonably request.
- 10.5 You agree to maintain security systems, procedures and controls to effectively prevent and detect:
- theft of funds and Instruments;
 - forged, fraudulent and unauthorized instructions (including Payment Instructions); and
 - losses due to fraud, forgery, unauthorized access to any Service or other improper or unlawful actions (including unauthorized access to your Authentication IDs and equipment used in giving instructions).

Without limiting your agreement immediately above, you will:

- ensure that all Instruments are numbered sequentially;
 - ensure that all Instruments are secured in the same way as large amounts of cash;
 - ensure that cheque imprinters, facsimile signature devices, other equipment, and Authentication ID that might be used in giving instructions are effectively secured when not in authorized use;
 - ensure that access to Authentication ID and related procedures required for giving instructions is limited to those who need access for their authorized duties on your behalf with us;
 - conduct periodic audits of your systems, procedures and controls, and notify us promptly of all deficiencies and/or failures detected or identified as a result;
 - ensure that those Persons responsible for reviewing the statements we provide you are not the same Persons responsible for preparation or security of Instruments, instructions and related matters; and
 - diligently supervise and monitor the conduct and activities of all employees and other persons having any role in the preparation of instructions (including Payment Instructions), security relating to banking functions or other matters relating to your accounts.
- 10.6 The Customer is responsible for advising all applicable Persons of the delivery methods which may be used in connection with the Services. The Customer agrees with and assumes full responsibility for the risks associated with the communication methods used in connection with the Services, including the risks that the use of mail, courier, or unencrypted electronic communications (including fax and email): (i) may

not be secure, private and confidential, (ii) may not be reliable and may not be received by the intended recipient promptly or at all, and (iii) may be subject to interception, loss and alteration.

11. Electronic Communications and Electronic Signatures

- 11.1 You authorize us to accept electronic communications and electronic signatures from you or on your behalf, and consent to receiving electronic communications from us, in relation to this Agreement, any Service Agreement, and the Services.
- 11.2 You agree that all electronic communications shall have the same legal effect as if in paper format with handwritten signatures and will constitute a “writing” for the purposes of all applicable laws and rules.
- 11.3 You acknowledge that (i) the form, format and delivery of each electronic communication will permit you to retain, store and subsequently access and retrieve such electronic communication without the requirement of any specialized or proprietary equipment or software from us and (ii) it is your responsibility to acquire and maintain the necessary computer equipment and software to deliver, receive, store, retain and subsequently access each electronic communication. You acknowledge that we may, but are not obligated to, store and maintain, and may delete, at our discretion, any electronic communication.
- 11.4 Our methods of storing, maintaining and retrieving any electronic communication, including any electronic signatures associated with such electronic communication, and our data systems, maintain the integrity of the electronic communication. You agree that electronic communications maintained by us will be admissible in any legal or other proceedings as conclusive evidence as to the contents of those electronic communications in the same manner as an original paper document. To the fullest extent permitted by applicable laws and rules, you waive any defence, or waiver of liability, based on the absence of a written document in paper format, with handwritten signatures.
- 11.5 At our discretion, we may require: (i) electronic communications be delivered using technology acceptable to the Bank including the use of a secure electronic signature, and (ii) any electronic communication from you or on your behalf to be delivered to us in paper format or with handwritten signatures. If we require that you acknowledge your agreement by clicking the appropriate button, you will follow any instructions that we provide to indicate your agreement (which may include typing your name and/or clicking “I Agree” or similar button).
- 11.6 When your handwritten or electronic signature is delivered by facsimile, email or other electronic or digital transmission, such transmission shall constitute delivery of an executed copy of the document. If you use an electronic signature to indicate your agreement, you shall ensure that your electronic signature is attached to or associated with the relevant electronic communication.
- 11.8 In accordance with our internal documents retention policies as amended and replaced from time to time, we may retain a copy (in any form, including photocopy, electronic image, and CD-ROM) of any and all documents in respect of your Services, instead of any original paper copies. You agree that our records containing such copies will be considered to be conclusive evidence of the original documents and their contents for all purposes.

12. Our Service Obligations

- 12.1 Subject to Section 14, we are under no obligation to provide you with any Service. Each Service will be provided in our sole discretion.
- 12.2 You authorize us to retain the services of any financial institution, Clearing and Payment Services provider, delivery service, communications provider, or other third party service provider as we consider necessary or desirable in connection with the Services.
- 12.3 You acknowledge that our provision of each Service will be subject to applicable laws and rules and agree that we may comply with: (i) any lawful demand from a governmental or regulatory authority, Clearing and Payment System, or to the extent applicable to the provision of any Service to you, any other Person and (ii) any garnishment, attachment, levy, administrative order, subpoena, summons, or other legal or administrative process.

13. Fees and Charges

- 13.1 You agree to pay the fees, charges and interest promptly when due, as set out in the Schedule of Rates or any other agreed fee arrangement, any Service Agreement, and each statement relating to your accounts. You also agree to pay all taxes we must collect on the Services we provide to you. If any Service to you is cancelled in the first 15 days of a month, you will be charged, and you agree to pay, a prorated fee for that month equal to 50% of the average monthly billed amount for such Service over the prior 3 month period. If any Service to you is cancelled after the 15th day of a month, you will be charged and you agree to pay a monthly fee for that month equal to 100% of the average monthly billed amount for such Service over the prior 3 month period.
- 13.2 We may change any of our fees, charges or interest rates. If we do, we will give you notice at least 30 days before they go into effect.
- 13.3 We will advise you of fees, charges, interest and other amounts we deduct from your accounts.
- 13.4 You agree to pay us for any out-of-pocket or other expenses we incur at your request or in the course of providing a Service to you. These expenses include communication charges, transmission charges, and transportation or delivery charges incurred by us.
- 13.5 If the fees and charges you pay are based on your agreement to maintain a specified level of transaction volumes or deposits, you agree that:
 - (a) we reserve the right to revise the fees and charges if actual transaction volumes during any 12 month period differ by more than 15% from the specified levels;
 - (b) we reserve the right to revise the fees and charges if actual average deposit balances during any 12 month period (beginning 3 months after the contract starting date) differ by more than 15% from the specified levels; or
 - (c) if you cancel the applicable Service under this arrangement before the first anniversary of the Service Agreement, we reserve the right to collect the full amount of fees and charges that you would have been expected to pay over the full 12 month period.
- 13.6 If we pay you interest on your deposit balances based on your agreement to maintain a specified level of transaction volumes or deposits, you agree that we reserve the right to revise the interest arrangement if:

- (a) actual transaction volumes during any 12 month period differ by more than 15% from the specified levels, or
- (b) actual average deposit balances during any 12 month period (beginning 3 months after the contract starting date) differ by more than 15% from the specified levels.

14. Holds, Changes, Suspensions and Termination

- 14.1 We have the right to make additions, deletions or other changes to any Service and to amend or replace any Service Materials. We will give you notice at least 30 days before making any such changes that materially alters the nature of a Service. Your continued use of the relevant Service after the effective date of the change is an acknowledgement by you that you agree to and accept such change.
- 14.2 We will give you at least 30 days' prior notice of any amendment we make to the terms of any Service Agreement or this Agreement. Your continued use any Service after the effective date of such amendment, you will be deemed to have accepted the amendment.
- 14.3 This Agreement and any Service Agreement may be terminated by you or us for any reason, upon at least 30 days' prior written notice to the other, subject to our overriding right of termination in Section 14.4. Any notice of termination of this Agreement will be deemed to also constitute written notice of termination of any outstanding Services and Service Agreements.
- 14.4 We may immediately cancel or suspend any or all Services and terminate any Service Agreement and this Agreement (including freezing or placing a hold on any funds in any account) at any time without notice if: (i) required by any laws and rules, (ii) you default on any obligations to us under this or any other agreement to which you and we are parties, and applicable grace periods (if any) in such agreement shall have lapsed, (iii) any representation or warranty made by you to us in this Agreement or any other agreement is or becomes untrue, (iv) you become insolvent or bankrupt, (v) a receiver is appointed over a significant amount of your assets, (vi) we have reason to suspect that you are engaged in any improper or unlawful activity in connection with the Services, or are the victim of fraud or identity theft, (vii) we have notice of a possible claim or interest under any court order, statutory demand, or other governmental legislation, or (viii) we believe that it is necessary to terminate our relationship with you in order to protect our customers or employees from physical harm, harassment or other abuse, or any other circumstance or event which we believe has created or could create reputational risk or harm to the Bank.
- 14.5 If any Service is cancelled, you will be liable for all instructions (including Payment Instructions and pre authorized payments) issued before it was cancelled and for all payments required to be made by this Agreement and the relevant Service Agreement (if any).
- 14.6 If any Service is cancelled, you will promptly: (i) delete from your computer hardware any Service Materials for the Service consisting of software and (ii) return to us in good condition any keys, equipment and Service Materials which we have provided to you regarding the Service.

15. Inactive Accounts

- 15.1 We may elect not to send a statement to you regarding any account if there is no activity other than charges assessed or interest accrued, as applicable, in the account since either the date it was opened or the date of the last statement we have sent you.
- 15.2 If you have not had any contact with us concerning an account for at least one year, we may elect to designate the account as inactive. Inactive accounts cannot be accessed through any automated banking machine or similar Service. You will need to contact the Scotiabank branch where the account is located to reactivate access to an inactive account. We may charge reasonable service fees to maintain an inactive account. We may close an account if you have not had any contact with us concerning the account and there has been no activity in the account for at least one year, and the balance of the account is nil. We will comply with applicable laws and rules concerning abandoned accounts, which may require us to transfer balances to the federal government.

16. Limits of our Liability

- 16.1 **You acknowledge that our fees for Services may be small in relation to the value of your instructions from time to time and our willingness to provide the Services is based on the liability limitations contained in this Agreement and the Service Agreements. Without limiting the effect of any greater limitations on our liability provided elsewhere in this Agreement or in any Service Agreement, you agree that Scotiabank's liability for any Loss you suffer or incur in connection with the provision of any Service, or refusal to provide any Service, shall be limited exclusively to actual proven damages arising directly from Scotiabank's gross negligence or wilful misconduct. Under no circumstances will Scotiabank be liable for any indirect, consequential, incidental, special, punitive, aggravated, or exemplary Losses (including loss of data, lost profit, and opportunity costs), anticipated or actual, and whether or not the likelihood of such Loss was or ought to have been known to us at any time during the provision of the relevant Service. Any Loss for which we may be liable to you will be calculated from the time we should have made the funds available to you until the time we did make them available, or until you should have reasonably have discovered their loss, whichever is earlier.**
- 16.2 **Notwithstanding the foregoing, Scotiabank will not be liable for, and is hereby released from, any Loss resulting (in whole or in part) from:**
- (a) the actions of, or failure to act by, you and your Representatives, including your failure to fulfil any of your obligations under this Agreement or any Service Agreement, or to comply with any instruction we may provide to you from time to time in connection with any Service;
 - (b) the actions of, or failure to act by, correspondent banks, Clearing and Payment Systems, delivery service, utility or communications provider, or any other Person;
 - (c) mistakes, errors, omissions, inaccuracies in or inadequacies of any information furnished to or obtained by Scotiabank in connection with the Services;
 - (d) any Instrument or instruction that is forged (in whole or in part), has a material

- alteration or is otherwise fraudulent or unauthorized;
- (e) any cause beyond our control, including Force Majeure or electrical, computer, mechanical or telecommunications malfunction or failure;
- (f) a breach of any applicable laws and rules by you, or any Compliance Action taken by us, in relation to your use of any Services, including resulting from any instruction by you to us; and
- (g) the transmission of any Disabling Code and any related damage to your or any other Person's computer system.

17. Indemnity

- 17.1 Except to the extent caused directly from our gross negligence or wilful misconduct, you agree to indemnify and hold Scotiabank harmless from any and all Losses suffered or incurred by Scotiabank arising out of or relating to the Services, including:
- (a) any Compliance Action;
 - (b) any Payment Instruction honoured, processed, negotiated, settled, changed, cancelled, reversed or refused;
 - (c) your failure to properly provide information or comply with this Agreement or any Service Agreement or any breach of a representation or warranty made by you to us; or
 - (d) our compliance with any garnishment, attachment, levy, administrative order, subpoena, summons, or other legal or administrative process.
- 17.2 Scotiabank will notify you if any claim arises for which you have agreed to indemnify us. We will each cooperate in dealing with the claim, including making available all necessary information, documentation, and witnesses. You agree that any costs (including any legal fees, disbursements, third party costs, or monies paid as a result of judgment or settlement) will be at your expense. You may defend a claim on our behalf subject to the following conditions: (i) you obtain our prior written consent before commencing the defence, (ii) your interests must not conflict with ours, (iii) you will not cause us to be exposed to further possible Loss, and (iv) you will not agree to any settlement of the claim without our prior written consent.

18. Notices

- 18.1 Except as otherwise provided in this Agreement or any Service Agreement, we may give you any notices by any means of written or electronic communication, or by posting notice in our branches or on our website, and any of those will be adequate delivery of such notice. We will use your last contact information on our records and, except as otherwise provided by laws and rules, you will be deemed to receive such notice five days after mailing, or at the time of delivery of a personal delivery, the sending of an electronic communication, or the posting of the notice in our branches or on our website.
- 18.2 You designate electronic mail and the internet banking services to which you have subscribed or will subscribe (each a “**Designated Information System**”) as information systems through which we can deliver notices, documents and other information that we are required by applicable laws and rules to provide to you in

relation to the Services, including product and service features, rates, fees, and our policies, procedures and practices (“**Regulatory Notices**”). With immediate effect, you consent to receiving Regulatory Disclosures through the Designated Information System. You may revoke your consent at any time. You are responsible for informing us of any changes to your Designated Information System, including any changes made to your contact information related to the Designated Information System. It may take up to 10 Banking Days for your revocation or notice of change to take effect. Regulatory Disclosures through a Designated Information System will be retained by us and made available to you for 7 years. You are responsible for printing or downloading a copy of each Regulatory Disclosure.

- 18.3 Unless otherwise specified in an applicable Service Agreement, you must deliver any notices or communications concerning this Agreement or any Service to the branch where your applicable account is located.

19. No Assignment

- 19.1 You may not assign this Agreement or any Service Agreement without our prior written consent.
- 19.2 The terms and conditions in this Agreement and each Service Agreement are binding on you and your heirs, executors, administrators and other legal representatives, successors and permitted assigns, as applicable.

20. Collection, Use, Disclosure and Retention of Information

- 20.1 You authorize us to collect, use, disclose and retain information about you from time to time for any purpose relating to our relationship with you, including:
- to open and operate your account(s) and provide other Services to you;
 - to comply with regulatory requirements (including “know your customer” requirements);
 - to verify the information you have given from time to time;
 - to comply with valid requests for information about you from regulators, government agencies, public bodies, auditors, and other Persons who have a right to issue such requests;
 - identifying products and services of our affiliates or subsidiaries that may be of interest to you;
 - to prevent or protect against any fraud or illegality, or as otherwise required or permitted by applicable laws and rules;
 - to comply with legal process or subpoena;
 - in response to credit enquiries from financial institutions or any other Persons with whom you have or propose to have financial or other business dealings;
 - to maintain the accuracy and integrity of information held by credit reporting agencies;
 - if it is otherwise reasonably necessary to protect our interest under this Agreement or any Service; and
 - as otherwise set out in the Scotiabank Privacy Agreement.

You also authorize any Person we may contact in connection with the above purposes to provide us with such information.

- 20.2 If you have dealings with any of our affiliates or subsidiaries, you authorize us and such affiliates and subsidiaries to (where not prohibited by applicable laws and rules) share information about you in our respective records with each other so that we may each consolidate information about you for use by each of us for any of the purposes described in Sections 20.1.
- 20.3 You request and authorize us and our affiliates and subsidiaries to each communicate with you directly, including via electronic communications, with information and offers on products or services we or they offer from time to time that may be of interest to you. You may choose not to receive such communications from us, or our affiliates and subsidiaries, by notifying the branch at which your account with us is maintained or as otherwise instructed in the communication. You will not be refused any Services or other benefits if you withdraw your consent.
- 20.4 You represent and warrant to us that, to the extent any information we obtain about you from time to time consists of personal information of your employees, officers, directors, authorized signatories or other Representatives, you have obtained the consent of such individuals for the collection, use and disclosure by us and our affiliates and subsidiaries of their personal information for the purposes you have authorized in this Section 20, including their consent to receive communications set out in Section 20.3.
- 20.5 You may obtain more information about our privacy practices, including how we collect, use and disclose personal information, by contacting the branch at which you maintain an account with us or by reading the Scotiabank Privacy Agreement available at www.Scotiabank.com.

21. Your Representations and Warranties

- 21.1 You represent and warrant to us on a continuing basis for the term of this Agreement:
- (a) you are duly organized, validly existing and in good standing under the laws of the jurisdiction of your incorporation or organization, are duly qualified to do your business and in good standing in each jurisdiction where qualification is necessary for your business, and you have not commenced any dissolution or reorganization proceedings;
 - (b) you have all necessary power and authority and obtained all consents, authorizations, registrations, and approvals required to enter into and perform your obligations this Agreement and each Service Agreement, and this Agreement and each Service Agreement have been duly authorized, executed and delivered by you;
 - (c) the execution, delivery and performance by you of this Agreement and each Service Agreement: (i) does not contravene any provision of your constating or other charter documents, by-laws, resolutions of directors or shareholders, or any shareholder agreement (as may be applicable), (ii) does not contravene or violate any laws and rules of your jurisdiction of incorporation or formation (as applicable) or any other legal requirement applicable to you, and (iii) will not constitute, or result in any breach of, or default under, or be in conflict with, any

deed, indenture, franchise, licence, judgment, agreement or instrument to which you are a party or by which you are bound;

- (d) all written information and data you have provided to us in connection with this Agreement or in any Service Agreement (as updated from time to time) are true and correct in all material respects and do not omit to state a material fact necessary in order to make the statements contained in such information and data, taken as a whole, not misleading;
- (e) the Customer and each Person using a Service on the Customer's behalf possess the necessary signing authority and other power and authority to bind the Customer; and
- (f) to the best of your knowledge, neither you nor any of your subsidiaries, directors, officers, employees, agents, or affiliates is a Sanctioned Person nor do you, nor any such other entity or individual, operate, possess, own, charter, or use a vessel that is listed, designated or sanctioned under any Sanctions.

22. Compliance Action – Sanctions

22.1 You acknowledge and agree that:

- (a) we and our affiliates and subsidiaries and third party service providers are required to act in accordance with, and it is our policy to comply with, the laws and rules of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion; and
- (b) we may take any action (a "**Compliance Action**") that we, in our sole discretion, consider appropriate, to act in accordance with Sanctions or other laws and rules. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction, or other information; the making of further enquiries as to whether a Person is subject to any Sanctions; and the refusal to process any transaction or instruction that does not conform with Sanctions.

23. Tax Status

- 23.1 Customer represents and certifies that it is a Canadian resident for tax purposes, unless it has advised Scotiabank otherwise in writing. If Customer becomes a non-resident of Canada for Canadian tax purposes, Customer will notify Scotiabank promptly (but no less than within 30 days) and advise of its new country of residence.
- 23.2 If the Customer is a non-resident of Canada, Customer acknowledges that transactions outside Canada may have tax consequences in Canada. Prior written advice should be obtained for such transactions from qualified tax advisors in Customer's domicile. A copy of such advice may be requested by Scotiabank prior to opening of accounts, permitting a transaction, or anytime thereafter. Scotiabank will withhold taxes only where required to do so by law, otherwise Customer is responsible for any taxation that may be incurred on accounts or transactions.
- 23.3 Unless the Customer informs Scotiabank otherwise in writing, Customer represents and warrants that it is not a US Person for the purposes of the US Federal income tax and Customer is not acting for, or on behalf of, a US Person. Customer acknowledges that a false statement or misrepresentation of tax status by a US Person could lead to penalties

under US law. If Customer is or becomes a US Person, Customer agrees to notify Scotiabank promptly but not less than within 30 days and file such additional forms and take all other steps as Scotiabank shall request, including providing Scotiabank with a completed IRS Form W-9.

- 23.4 You acknowledge that the information you may have provided regarding your tax jurisdiction and Tax Identification Number (TIN) is true and complete and that you undertake to advise Scotiabank immediately of any change in circumstance that causes the information provided to be incorrect. This information may be reported to the Canada Revenue Agency who may in turn provide the information to the appropriate tax authorities of any additional country in which you have tax filing obligations.

24. Intellectual Property

- 24.1 Unless otherwise indicated, all trademarks, logos and other intellectual property rights in or relating to the Services are the property Scotiabank. Except as provided in this Agreement or any Service Agreement and related Service Materials, you shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service or Service Material, without our prior written consent.
- 24.2 Neither party will use the other's name, trademarks or other intellectual property in any advertisement, marketing or other public message without the other party's prior written consent.

25. Other General Terms

- 25.1 This Agreement and each Service Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 25.2 In this Agreement and each Service Agreement: (i) the words “include”, “includes”, and “including” will be interpreted to mean “including, without limitation”, (ii) headings of particular sections are inserted only for convenience and will not be applicable to the interpretation of the section, (iii) where the context requires, words and phrases written in the singular will be construed to include the plural and vice versa, and (iv) when the laws of the Province of Quebec are applicable, the words “joint and several” shall mean “solidarily”.
- 25.3 If any provisions of this Agreement or any Service Agreement is unlawful or unenforceable for any reason, each such will be without force or effect without invalidating or affecting the validity and enforceability of the remaining provisions of this Agreement or the Service Agreement, as applicable. To the extent permitted by applicable law, each of you and we hereby waive any provision of law that renders any provision in this Agreement or any Service Agreement unenforceable.
- 25.4 You acknowledge and agree that nothing in this Agreement or any Service Agreement creates any agency, fiduciary, joint venture or partnership relationship between us and you or any other Person. This Agreement and each Service Agreement is only for the benefit of Scotiabank and the Customer, and is not intended to confer any legal rights, benefits, or remedies on any other Person except to the extent otherwise provided in this Agreement or any Service Agreement.

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- 25.5 To the extent that you have or hereafter acquire any immunity (including sovereign, crown or similar immunity) from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), you irrevocably waive and agree not to claim such immunity.
- 25.6 You agree to do, execute, acknowledge and deliver such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to the terms of this Agreement and each Service Agreement as we may request from time to time.
- 25.7 We retain all our rights under any law respecting loans, set-off, deposits and banking matters, even if they are not described in this Agreement or any Service Agreement.
- 25.8 Our rights under this Agreement, each Service Agreement, and applicable law are cumulative, and we can exercise any right without losing any other right. We can delay enforcing any right without losing that right. We can also waive any right on one occasion, or on multiple occasions, without losing our ability to exercise that right in the future.
- 25.9 Notwithstanding any termination of this Agreement, Sections 13, 14.5, 14.6, 16, 17, 18, 19.2, 20, and 25 (together with the related definitions in Appendix A) shall survive and remain in full force and effect.
- 25.10 This Agreement and each Service Agreement (including any signature forms, schedules, or other related documents) may be executed in one or more counterparts, each of which when taken together shall comprise one and the same agreement. This Agreement and each Service Agreement, once signed by you and accepted by us, shall be a binding agreement between us.
- 25.11 It is the express wish of the parties that this Agreement, and every Service Agreement, and any supplemental documents be drawn up and executed in English. C'est la volonté expresse des parties que cet accord et chaque contrat de Service et tout document complémentaire être élaboré et exécuté en anglais.

Appendix A - Definitions

As used in this Agreement, the following words and phrases have the following meanings:

“**Agreement**” means this Financial Services Agreement (including this Appendix A), as amended, extended, restated or otherwise modified from time to time.

“**Authentication ID**” has the meaning ascribed to it in Section 10.2.

“**Banking Day**” means any day that is not a Saturday, Sunday, statutory or civic holiday (federal or provincial), or any other day on which banks are required or permitted to be closed in the Province(s) or Territory(ies) where the applicable account(s) is located and/or Service is provided.

“**Cancel**” has the meaning ascribed to it in Section 5.2 and “cancellation” has the comparable meaning.

“**Cleared Funds**” means cash or any funds from any deposit which have been finally settled through the Clearing and Payments System that we use for settling payments in connection with Payment Instructions.

“**Clearing and Payment Systems**” means the payment and clearing settlement systems

applicable to any of the Services, including the Payments Canada, NACHA, S.W.I.F.T., and CDS Clearing and Depository Services Inc.

“**Compliance Action**” has the meaning ascribed to it in Section 22.1(b).

“**Designated Information System**” has the meaning ascribed to it in Section 18.2.

“**Disabling Code**” means any contaminating or other destructive code, design, routine or other mechanism (including clock, timer, counter, virus, worm, software lock, drop dead device, Trojan horse routine, trap door, or time bomb) that may be used to access, modify, replicate, distort, delete, damage or disable any electronic or other digital channel, including any related hardware or software.

“**electronic communication**” means any agreement, transaction, instruction, document, information, disclosure, notice, confirmation, inquiry, request, response, or other communication that is sent or stored by means of any electronic or other digital transmission.

“**electronic signature**” means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an electronic communication and includes a secure electronic signature as may be prescribed by applicable law or otherwise required by us.

“**Force Majeure**” means any event, act or omission beyond the reasonable control of such party (exercising reasonable foresight and diligence), including labour dispute, act of God, flood, fire, lightning, severe weather, earthquake, act of terrorism, war, revolution, civil commotion, act of public enemies, blockade, embargo, pandemic disease, or the application of any laws or rules.

“**instructions**” means a request, direction, or other instruction with respect to any Service or this Agreement, and includes where the context applies, any Payment Instruction.

“**Instrument**” means any document evidencing or that can be used to evidence a Payment Instruction, including cheques, money orders, promissory notes and other bills of exchange and other orders (written or electronic) for the payment of money, clearing item or other value item (including any image or reproduction).

“**laws and rules**” means as to any Person or Service: (a) the laws, statutes, codes, acts, ordinances, orders, regulations, directives, guidelines, and other requirements of all domestic and foreign governmental and regulatory authorities having jurisdiction over the Person or Service (including the Office of the Superintendent of Financial Institutions (Canada) and any Province, Territory or other government of Canada) and (b) the rules, standards, conditions, and other requirements of any Clearing and Payment Systems applicable to the Person or Service (including Rule H-1 and Rule F-1 of the Payments Canada applicable to cash management pre-authorized debits); each as may be amended or replaced from time to time. You can access the rules of Payments Canada available to the public on the internet at www.Payments.ca.

“**Losses**” means all liabilities, losses, damages, claims and demands (including third party claims and demands), fines, damages, penalties, expenses incurred (including legal expenses based on the solicitor’s fees charged) and other costs claimed against or sustained or incurred by any Person.

“**OFAC**” means the Office of Foreign Assets Control (of the US Department of the Treasury).

“**Payment Instruction**” means a request to transfer funds to or from, or receive funds in, any of your accounts with us, whether in Canadian dollars or other currency agreed to by us, whether pursuant to Instruments, endorsements, pre-authorized payments, deposits, electronic transfers,

electronic data transmissions, or any other orders for the payment or receipt of money, including transfers between accounts and which may have the signature electronically or mechanically produced or imprinted as an alternative to handwritten signature but in all cases must be given by a method that is acceptable to us, in our discretion, at the time they are given.

“**Person**” means, as the context requires, any individual, firm, partnership, company, corporation or other body corporate, government, governmental body, agency, trust, instrumentality, unincorporated body of persons or association.

“**Regulatory Notices**” has the meaning ascribed to it in Section 18.2.

“**Representatives**” in relation to the Customer, includes the Customer’s employees, officers, directors, co-ordinators, users, cardholders, contacts, delegates, and agents.

“**Sanctioned Country**” means at any time a country, region or territory which itself is the subject or target of any Sanctions.

“**Sanctioned Person**” means a Person that is, or is directly or indirectly owned or controlled by a Person or Persons that is, listed, designated or sanctioned under any Sanctions or any Person operating, organized or resident in a Sanctioned Country.

“**Sanctions**” means any trade, economic or financial sanctions laws, regulations, executive orders, embargoes or restrictive measures imposed, administered or enforced by a Sanctions Authority.

“**Sanctions Authority**” means any one or a combination of: (a) the United Nations; (b) the United States of America; (c) Canada; (d) the United Kingdom and each respective member of the European Union; and (e) the governments and official institutions or agencies of any of (a) to (d) above, including the Security Council of the United Nations, OFAC, the United States Department of State, Global Affairs Canada and Her Majesty’s Treasury of the United Kingdom.

“**Schedule of Rates**” means the schedule, guide or other document we deliver to you or otherwise make available to you in our branches or on Scotiabank’s website (as updated from time to time) setting out the standard fees, interest, and other charges applicable to the Services, which document shall be deemed to comprise part of this Agreement.

“**Service**” has the meaning ascribed to it in Section 1.3.

“**Service Materials**” has the meaning ascribed to it in Section 2.5.

“**Service Agreement**” means each offer letter or agreement (including each Cash Management and Payment Services Agreement and the service schedules attached thereto, or otherwise comprising a part thereof, from time to time) from time to time signed by you, or otherwise accepted by the Bank from you, for the provision of one or more financial products or services to you and made subject to the terms and conditions of this Agreement; each as may be amended, extended, restated or otherwise modified from time to time.

“**US Person**” means a US person as defined under the US Internal Revenue Code, including as applicable: (i) a US citizen (including persons with dual citizenships), (ii) US lawful permanent resident (e.g., a person who has obtained a green card or who has been granted the right to lawful permanent residence in the US), (iii) persons who meet the substantial presence test for US residency for US tax purposes, (iv) US corporation, (v) US partnership, and (vi) any trust (revocable or irrevocable) of which one or more US persons have the authority to control all substantial decisions and a US court can exercise primary supervision over the administration.

Credit Agreement

This section contains terms and conditions that apply when you are approved for small business credit products and services.

We may cancel the approval if we find there has been any material change to your financial status, as disclosed in the Credit Application, or if there has been any misrepresentation of facts in the Credit Application or other documentation.

1. Your contract with us

The agreement constitutes a binding contract between you and us.

If the business customer consists of more than one individual or entity, you agree that:

- every such person is responsible jointly and severally (in Quebec, solidarity) for the payment and performance of each obligation described in the agreement or derived therefrom
- the Bank can choose among you to decide who will pay back the obligations.

If we approve a ScotiaLine® *for business* Visa* card, Scotiabank Passport™ Visa Infinite Business* card, Scotia Momentum® *for business* Visa* card, a ScotiaGold Passport® *for business* Visa* card or Scotiabank® GM®* Visa* Business Card, you agree to be bound by the terms of the Revolving Credit Agreement which you will receive with your Scotiabank credit card carrier to which your approved ScotiaLine® *for business* Visa* card, Scotia Momentum® *for business* Visa* card, Scotiabank Passport™ Visa Infinite Business* card, a ScotiaGold Passport® *for business* Visa* card or Scotiabank® GM®* Visa* Business Card will be attached when the card is issued and delivered to you by us.

You understand and agree that you are liable for all charges incurred on your account with any supplementary card issued in connection with the account. When you request Scotiabank to issue a supplementary card, we will also issue renewal and replacement cards for such supplementary card, unless the card is cancelled by you or Scotiabank. You understand and agree that a supplementary cardholder's signature on or use or retention of the supplementary card issued in his or her name shall evidence your receipt of the agreements relating to the account and your acceptance of their terms.

If we approve a Scotiabank Visa Business Card, you agree to be bound by the terms of the Scotiabank Visa Business Card Agreement which is provided to you before your card is issued, and to the Scotiabank Visa Business Card Cardholder Agreement that is provided to you when the Scotiabank Visa Business Card is issued and delivered to you by us.

2. Your promise to pay

You promise to pay the Bank the full amount of the obligations described in the agreement, the interest on it when due and payable and any applicable fees and charges levied by us from time to time. You also promise to pay us any expenses that we incur to realize on security or collect payments from you and costs of preparing and registering any security or notice with respect to any security.

3. Advances

If we approve a credit line or overdraft facility, you may borrow up to the limit specified by us, and for ongoing credit risk management purposes, you agree to maintain with the Bank all your business operating accounts as long as you have a credit line or overdraft facility with us. We can, however, cancel your credit line or overdraft facility at any time and not permit you to borrow after that. Cancellation does not relieve you of any obligations under this agreement until the credit line balance or overdraft facility balance has been paid to us in full. Regardless of such cancellation, you are responsible for paying us for all debits or other charges made following cancellation.

The amount of an overdraft is paid down and readvanced as you deposit or withdraw money from your account. The amount of a credit line may be readvanced if it is paid down. We are not required to advance to you more than the limits that are agreed by us.

If we approve a term loan, the Bank advances the money in one or more amounts as outlined by us.

4. Payments

You agree to pay back your indebtedness to us, including without limitation principal, interest, fees and charges according to the terms of the agreement.

If your credit facility is repayable on demand, you agree to immediately pay back the entire amount of the credit facilities at any time if we ask you to do so.

For non-farm overdraft facilities excluding those fully secured by readily realizable security (e.g. cash) or real estate, prior to the following month-end, you must make deposits to your business account of at least 3% of the authorized outstanding overdraft amount indicated on each month-end statement as at the month-end statement date (minimum \$50). For nonfarm overdraft facilities fully secured by readily realizable security (e.g. cash) or real estate, prior to the following month-end, you must make deposits to your business account of at least the interest amount calculated and charged to your business account as of the month-end (minimum \$50). For SPP credit line facilities (including Salaried SPP), regardless of any security, prior to the following month-end you must make deposits to your business account of at least the overdraft interest (ODI) amount calculated and charged as of the statement month end (minimum CAD\$50), plus any over-limit amount. For any non-farm overdraft facilities, the total minimum deposit amount will be communicated on your month-end statement if applicable. We may require a different monthly payment and will notify you of this beforehand. Any overdue payment or overlimit amount must be paid in full as soon as you receive your statement and the total minimum deposit amount includes your current minimum deposit amount, plus any overdue or overlimit amounts.

Any farm overdraft facilities must be repaid at the end of the production cycle as determined by the Bank from time to time.

If you borrow via a term loan, the entire amount of the indebtedness remaining unpaid is due and payable at the end of the term specified in the agreement or earlier if you default on any of the terms in the agreement, or in any other agreement with us. If you do, we can demand that you immediately pay back the entire indebtedness to us under this agreement.

If we demand repayment of the entire amount, we will give you notice according to legal requirements.

We can deduct payments from your account(s) with the Bank.

5. Fees and charges

You are specifically responsible for paying any late payment fees and interest charges on all payments you do not make when they are due. You agree to pay us these late payment fees and interest charges which are published by us from time to time.

If there are any amounts due and payable by you to us, we can deduct them from any of your accounts with the Bank. This includes any fees and charges described in this agreement (but may also include any other fees and charges the Bank may charge).

We may change the fees and charges published by the Bank or described in this agreement. If we do, we will post a notice of the new fees and charges in each branch, at least 30 days before they go into effect.

6. Record of your indebtedness

We will keep a record of the amount of principal, interest costs and fees you owe us. This record will show the amount of each advance we make to you and the amount of each payment of principal and interest costs you make to us. For a credit line or overdraft facilities we will give you this information monthly. For all other indebtedness, we will give you this information, when you ask for it.

Unless we have made a clear mistake, this record is conclusive evidence of the amount you owe the Bank. You are still responsible for paying the amount you owe, even if there is a mistake in our record or in the statements we provide.

7. Interest

You must pay interest on your advances at the rate specified by us from time to time. If the interest rate is based on “prime”, that means the prime lending rate of the Bank. Our prime lending rate is the variable per annum reference rate of interest as announced and adjusted by us from time to time for loans made by us in Canada in Canadian dollars.

We calculate your interest daily on the daily balance you still owe us. Interest is due and payable as follows:

- for credit lines, interest is payable monthly on the 22nd day of each month unless you request a different payment date
- for an overdraft facility or overdraft protection, interest is payable monthly on the date your business account statement is prepared and printed
- for term loans with non-monthly blended payments or loans under the Canadian Small Business Financing Act (CSBFA) and the Canadian Agriculture Loans Act (CALA) with non-monthly principal plus interest payments, interest is payable at the time of the principal payment
- for all other term loans, interest is payable monthly on the date of the principal payment.

Interest is paid in arrears and, for each obligation, is due both before and after your obligation matures and before and after any default or judgement.

If you don't pay the interest when it is due, we may charge you interest on the interest. If we charge this additional interest, it is payable at the same rate as specified in the agreement and at the same time as specified in the agreement. This additional interest may increase your effective rate of interest.

8. Prepaying your term loans

If you have a floating rate loan prepayment is permitted without penalty at any time in whole or in part. Prepayments on floating rate loans are noncumulative and are to be applied against installments of principal in the inverse order of their maturities.

If your fixed rate loan stipulates a closed/lock-in period, no prepayment is permitted during the closed/lock-in period. Prepayment is permitted if your fixed rate loan is open (has no closed/lock-in period) or after a completed specified closed/lock-in period and the cost to pay-off some or the entire principal amount of your term loan early is the higher of three-months' interest cost at the originally approved term loan rate on the amount you want to pre-pay, or the "Interest Differential". Prepayments are noncumulative from year to year and are to be applied against installments of principal in the inverse order of their maturities

"Interest Differential" means the amount, if any, by which interest at the rate applicable to the term loan exceeds interest at the prevailing rate at the time of prepayment calculated on the amount of the principal prepayment for the remaining term of the loan. (The "prevailing rate at the time of prepayment" is defined as that rate at which the Bank would then lend to you, based on the same security, for the remaining term of the loan.)

If you have a term loan with a fixed interest rate that is guaranteed by the Government of Canada under the CSBFA, you can make a 10 percent principal prepayment without penalty or notice once a year on the anniversary date of the loan. The 10 percent amount is based on the original principal balance of the loan.

9. Overdraft Protection *for business*[™]

Overdraft Protection *for business* (ODP) is a temporary credit arrangement involving a specified business account.

If we have approved you for ODP, we will honour debit entries originated by you (eg. cheques, electronic funds transfers, etc.) ("debits") drawn on your specified deposit account, within your approved ODP limit. You agree to pay interest on the amount of the overdraft at the rate specified by us, plus any applicable fees.

You agree to reduce your overdraft to zero within 30 days after it is created.

We do not have to honour any debit if the action would result in your specified overdraft limit being exceeded, if your specified deposit account has been overdrawn for more than 30 days, or if we have made a demand for payment. In addition, we can cancel ODP for your specified account at any time without notice and refuse to honour any further debits that create an overdraft. Cancellation does not relieve you of any obligation under this agreement until the overdraft amount has been paid in full. Regardless of such cancellation, you are responsible for paying us for all debits or other charges made following cancellation.

On occasion, we may allow your account to be overdrawn even though you will exceed your authorized ODP limit (unprotected overdraft). An Overdraft Handling Fee applies for each item which places your account in an unprotected overdraft position and for each additional item that is paid while the account is in an unprotected overdraft position (normal transaction fees still apply). The amount of the Overdraft Handling Fee is published in the Guide to Fees and Interest Schedules for business accounts. Unprotected overdrafts are payable in full immediately.

If we allow you to exceed your authorized ODP limit from time to time, that permission shall not be considered to be a permanent increase in your credit limit.

If we have not agreed to provide ODP, we do not have to honour any debits that create an overdraft. We do not have to tell you that we are not going to honour a debit in these cases.

10. Declarations and Agreements

Everyone signing the Statement – About the Business, or the Application – Banking Services *for business* or Indirect Agriculture Financing – Credit Application, and, where applicable, the Credit Agreement *for business* is making the following declarations. These declarations are specifically needed for any loan in the agreement guaranteed by the Government of Canada under the CSBFA, CALA:

- the owner of the business is properly described in the agreement
- to the best of your knowledge, the information in the applicable loan request or credit application is complete and correct
- to the best of your knowledge your loan application complies with all the applicable provisions of the CSBFA, CALA and will continue to comply until your loan is repaid in full
- if the loan is guaranteed under CALA, you hold an interest in a farming operation as prescribed by CALA.

If the loan is approved, you agree:

- to use the proceeds of the loan for the purposes you specified in the agreement and not for anything else
- to give us any information we require to satisfy ourselves that you have used the loan for the purpose stated in the agreement
- to properly use, maintain and repair your property (secured to the Bank)
- not to put a mortgage, lien or charge on any property purchased with the loan money or pledged or given as security for the loan unless you have our prior permission in writing
- not to dispose of any property you purchase with the loan money or pledged or given as security for the loan unless you have our prior permission in writing
- to give us any additional information we reasonably require about your business, such as copies of documents and business records
- to give us, from time to time and at your expense, any security and insurance we require to secure the loan and the interest on it
- to pay the cost of any insurance we may choose to obtain or renew if you do not provide or keep up the insurance we require
- to pay the cost of the necessary registration or filing and gathering of evidence about the priority of our security.

If the loan is approved, you:

- authorize us to register or file the security, or notice thereof, if necessary, and obtain evidence that satisfies us about the priority of the Bank's security
- authorize us to sell the property which is the security given for the loan, or to realize on it in

any way that is authorized by applicable law, if you default in any payment or other obligation under the agreement or under any other agreement with us from time to time (We will subtract our expenses from the money we get from the sale or realization. We will then apply the balance of the money to your debt. If there is not enough money to pay off your debt, you must pay the shortfall to the extent permitted by law. Under CSBFA, this is currently a maximum of 25 percent of the original balance of the loan for an individual or one or more individual guarantors who have guaranteed a CSBFA loan.)

- acknowledge that the terms of the government guarantee may require us to sell or realize the security given for the loan in a short time, and we are not allowed to grant any period of time for you to correct your default, except as required by law
- authorize us to give all the information about your loan or the agreement to any person involved in the administration of the CSBFA, CALA. We will give the information only to a person appointed by or on behalf of the Government of Canada
- acknowledge that all the loans you may have which are guaranteed by the Government of Canada are not and cannot be more than the applicable limit announced by the Government of Canada.

11. Your obligations

You are required to satisfy a number of legal obligations to us when you borrow money from us. You agree to:

- pay us the money you owe us when it is due or on demand
- pay all amounts you owe to other people to protect your property from other liens or claims
- tell us right away if you can't pay the amount you owe us
- tell us right away if you commit any default under these terms and conditions or any other agreement with us
- tell us before you change the ownership or nature of your business or use of any property
- tell us if any information in the agreement changes
- tell us right away if you move the property which is security for your indebtedness under the agreement, but only tell us when you change the main base of operation for this property if the property you move normally goes from one location to another
- give us any information we request on your business or property
- give us, when we request, your current financial statements, personal financial or net worth statement and any other information we may reasonably require from time to time
- make sure your guarantor, when we request, also provides current financial statements, personal net worth statements and any other relevant information we may reasonably require from time to time
- keep the property you have put up as security in first class order and repair, and replace all worn, broken or defective parts
- let us on your premises at any time so we can inspect your property
- insure your property with an all-risks insurance policy satisfactory to us that protects

- your property from all hazards, including fire, theft and collision for motor vehicles
- amend your all-risks insurance policy to put our interest as “loss payee”, and deliver satisfactory proof of insurance or our form of insurance certificate to us
 - keep your property free of any mortgages, liens, charges, or security interest, except the ones granted to us
 - tell us right away if you are involved in a lawsuit or another creditor makes a claim against you
 - keep proper accounting records
 - give us all the other certificates, agreements and assignments we may request from time to time (that relate to these terms and conditions or the terms and conditions of the agreement and the granting of security for your indebtedness)
 - observe and conform to all laws and requirements of any federal, provincial or any other governmental authority that relate to the environment and the operation of your business activities, and notify us of any failure to do so
 - not change your name without giving us written notice
 - undertake and pay the expenses of any environmental investigation, assessment or clean-up which we require
 - notify us of any unfavourable change in the environmental condition of your business premises or equipment
 - notify us of any unfavourable change in the environmental impact of your business activities
 - authorize us to make, at any time, credit enquiries which may involve full information disclosure, and you hereby waive to the extent permitted by law any right to privacy or confidentiality of credit information.

12. Security Agreement

By signing the Statement – About the Business, or the Application – Banking Services *for business* or Indirect Agriculture Financing – Credit Application and where applicable, the Credit Agreement *for business*, you grant us a mortgage and charge, and hereby grant, bargain and sell to the Bank for security purposes and grant a hypothec and security interest in the property, both current and acquired in the future (other than consumer goods) that is provided for in the Statement – About the Business, or the Application – Banking Services *for business* or the Credit Agreement *for business*.

Our security interest also includes all your rights, interests and benefits in that current property and property acquired in the future and specifically secures your obligations under any agreement with us.

The security interest you grant us is in the form of a fixed and specific mortgage. We may register your grant of security against the secured property in such registries as we choose, including personal property registration systems.

If the collateral covered by the security interest includes your book debts, you assign and transfer to us all book debts, such as accounts receivable.

Where required by the Bank or law, we will physically hold the property as security for your

obligations to us, which may include securities in uncertified form by notice to the clearing corporation. The grant of security, mortgage and hypothec includes any grant, bargain and sale required to complete this grant of security and mortgage. It also includes our right to have and to hold property for the purposes of this agreement. If we hold securities in our possession, we are not required to keep them separate from other securities held.

If the Bank holds property, we are not responsible if the property decreases in value for any reason. Your security on money or cash equivalents entitles us to seize the money or cash equivalents and immediately set-off against your indebtedness.

The business customer grants Scotiabank a security interest, and a hypothec if property is located in the Province of Quebec, on all present property and property acquired in the future, (other than consumer goods) including inventory, furniture, fixtures, office, equipment, industrial equipment, machinery, plant, tools, vehicles, intangible personal property, securities, documents of title, instruments, chattel paper, money and accounts receivable. If any of your property is located in the Province of Quebec, the security interest includes a hypothec on the property described in the agreement for an amount equal to 150% of the aggregate of the initial limits for all Lines of Credit, ScotiaLine® *for business* Visa* card, Scotia Momentum® *for business* Visa* card, ScotiaGold Passport® *for business* Visa* card and the Scotiabank Visa Business Card, Scotiabank Passport™ Visa Infinite Business* card and Scotiabank® GM** Visa* Business Card as described in the first page of the Application – Banking Services *for business* – About the Business or the Statement – About the Business. This provision does not apply when the Credit Agreement for business is used. Except as otherwise agreed, this security interest and hypothec:

- Is granted when the limits for all credit lines ScotiaLine® *for business* Visa* card, Scotia Momentum® *for business* Visa* card, Scotiabank Passport™ Visa Infinite Business* card and Scotiabank® GM** Visa* Business Card, ScotiaGold Passport® *for business* Visa* card and overdraft facilities (“Credits”) approved under this application plus the limits for any existing Credits total more than \$50,000; and,
- Secures all Credits approved under this application and any existing Credits.

The mortgages and security interest you grant to us are to secure payment and performance of all your obligations to us that are described in this agreement, and any other agreement you enter into with us. These obligations include but are not limited to:

- the repayment of the principal amount of all your indebtedness to us
- the payment of interest to us, including without limitation, interest on overdue interest
- the payment of all our costs, charges, expenses and fees, including without limitation, legal fees on a solicitor and client basis, that relate to the agreement or the enforcement or realization of security.

All attachments, accessories, parts, repair parts and other equipment, to the extent applicable, become part of the property secured and described in the agreement as being covered by the security interest you grant us.

The grant of security over any property described in the agreement includes all proceeds, money and property from the secured property including insurance proceeds whether it is

cash or other proceeds of any nature and kind. It also includes all your records relating to your business and the property that is secured.

If you are a corporation, the Limitation of Civil Rights Act and the Land Contracts Act of the Province of Saskatchewan do not apply to this agreement.

The time for attachment of any security interest created has not been delayed. The security interest attaches, which means it takes effect, when you sign the agreement.

You acknowledge that you have received and read a copy of these terms and conditions.

You waive the right to receive a copy of any financing statement, financing change statement or verification statement we may register or receive.

13. Guarantee and obligations of the guarantor

Each guarantor agrees to be bound by the following terms of guarantee:

- the guarantee is a continuing guarantee, is not released by any change in capacity or death of the guarantor and is security for the indebtedness that is guaranteed to us
- this agreement of guarantee is given for valuable consideration
- the guarantor agrees that he or she is responsible to us to the maximum extent permitted by applicable law for all indebtedness and obligations outlined in the agreement, including all interest, fees, legal and other costs and all charges and expenses
- we are entitled to demand payment from a guarantor even if we have not tried to get payment from the business customer, any other person, any other security or any other guarantee or guarantor
- we do not need to demand or get payment from all guarantors; we can demand and get the whole amount from any guarantor or guarantors we choose (this is often called joint and several liability and in Quebec, solidarity).

If the business customer defaults on any payment owed to us, we are entitled to treat all guaranteed liabilities as due and payable. We may then immediately demand and collect the total guaranteed amount from the guarantor.

The guarantor must pay us immediately after we demand payment and the guarantor's liability to make payment arises forthwith after such demand. We will demand payment in writing and will mail or deliver our letter to the guarantor's address.

Until we are paid in full, the guarantor agrees its interests including all amounts owing by you (the business customer) to the guarantor are fully postponed to us, waives all rights to take legal action against the business customer and to exercise rights of subrogation, which are the rights to take our position and security. We are not required to marshall property, which is the act of realizing security in a certain order.

The guarantor's liability includes the liability to pay any interest the customer has not paid, and interest from the date of demand. This interest is charged at the applicable rate in the agreement. The guarantor must also pay all of the costs and expenses we incur to get the money the customer owes us, including any costs and expenses of collecting from the guarantor including without limitation legal fees on a solicitor and his/her own client basis.

The guarantor is not released from the guarantee if, from time to time, we change the terms of your indebtedness, or if we deal with the customer on different terms than the agreement. These changes include the terms of the credit arrangements and the granting of time, extensions, renewals, indulgences, releases and discharges. We do not have to notify the guarantor if we make any of these changes.

This guarantee is not discharged or affected by any change in the capacity or status of the customer, including bankruptcy or other insolvency, even if we advance more money after the bankruptcy or insolvency.

This guarantee is in addition to any security and any other guarantee we hold. The liability under the guarantee may be limited, however, only if the limitation is set out in the agreement.

Default events and remedies

14. Default events

We have the right to require immediate payment at any time if the agreement specifies that a credit facility must be paid on demand.

If a credit facility is not a demand loan, we still have the right to demand immediate payment of the entire amount if any of the following events happen. These events are called default events:

- you fail to pay, when it is due, any payment required by the agreement
- a guarantor fails to pay any amount owing to us on any obligation to us
- you fail to observe or perform any provision of these terms and conditions or any other agreement with us
- you fail to comply with the terms of the security granted to us
- you, or a guarantor, become insolvent or commit an act of bankruptcy
- you, or a guarantor, make an assignment or bulk sale of all or a substantial part of your or, its property
- you sell the property which is secured under the agreement, except in the ordinary course of business
- a creditor moves to have you or a guarantor declared bankrupt
- you take a step or a guarantor take(s) a step to make an arrangement with creditors, wind up business or appoint a receiver
- anyone legally takes possession of a significant portion of your or a guarantor's property, particularly the property which is security for your indebtedness, or obtains a judgement permitting him or her to do so
- any security required to be provided in the agreement is not valid and in force
- in our opinion, there is any material unfavourable change in your financial condition, the financial condition of any guarantor or the operation of your business
- any declaration, representation or warranty you make to us or to the Government of Canada under the CSBFA, CALA is false in any material way
- you or a guarantor fails to comply with all applicable provisions of the CSBFA, CALA

with respect to your loan

- any property secured is in danger of being lost, damaged or confiscated
- any guarantee of the credit facilities is withdrawn, determined to be invalid or made ineffective for any reason
- you are in breach of any term of any other agreement you have entered into with us from time to time, even if it does not relate to the agreement
- you complete any reorganization, amalgamation or merger without our prior permission in writing
- there is a change of control in the ownership of your business
- in our opinion, there is any unfavourable change in the environmental condition of your business premises or equipment
- in our opinion, there is any unfavourable change in the environmental impact of your business activities.

15. Default remedies

If a default event occurs, we are entitled to demand that you immediately pay back the full amount you owe us. We are also entitled to exercise the rights in the agreement, or in law.

As well, we are entitled to realize on any security you granted to us under these terms and conditions and any other agreement you enter into with us from time to time. We are not required to take any action, however, and any delay or failure to do so does not release your obligations.

“Realize” includes the right to take possession, sell or lease, foreclose, seize and keep the property which is secured. We may choose how we want to realize. You are responsible for all our costs, including legal fees on a solicitor and his/her own client basis, and for interest on such expenses we have paid. We will charge this interest at the same rate as the interest rate in the agreement. We can deduct expenses from your account(s) with us.

If a default event occurs, we also have the following remedies:

We do not have to make any more advances to you or provide any banking services.

We can declare you to be in default under any other agreement with us.

We have, in addition to the rights and remedies in this agreement, all the rights and remedies provided by law and under any statute that applies, including all rights of legal and equitable set-off. This includes without limitation, the applicable personal property security legislation in every province and territory of Canada where you have property.

We are entitled to take possession of the property which is secured, and we can enter any of your premises to do so. If we incur any costs to take possession of the secured property, we can charge those costs to your account, and they will be added to the amount you owe us. The security you grant to us covers these costs.

We may hold, insure, maintain, repair, process, protect, preserve, prepare for disposition and dispose of the property. If we do, we will charge the costs to your account, and they will be added to the amount you owe us. The security you grant to us covers these costs.

We may appoint a receiver or a receiver-manager if we choose to do so. The receiver or receiver-manager will have all our rights, benefits and powers provided by these terms and

conditions or any law, including the right to sell or lease property.

Once the receiver or receiver-manager has been appointed, he or she has the power, but not the obligation, to operate your business, and may borrow money for that purpose. The receiver or receiver-manager will be your agent, however, and we will not be responsible for any misconduct or negligence on his or her part. If we appoint a receiver or receiver-manager, we will charge the costs to your account, and they will be added to the amount you owe us. The security you grant us will cover these costs and any money borrowed by the receiver or receiver-manager.

16. Sale of secured property

We are entitled to seize or foreclose and take the property which is the security for your indebtedness. If we do, we will consider the indebtedness to be repaid to the extent required by law.

We can choose how to deal with the property once we can realize. We are entitled to realize at any time after you default on any of the requirements of the agreement or we have demanded payment and you have failed to pay in full. We are only required to give you the notice required by law.

We can sell the property in any way we choose, including private sales and auctions. We may purchase the property for ourselves in any sale process and we can accept deferred payment terms in any sale.

If we sell the property, we may apply the proceeds of the sale to the costs and expenses including without limitation receivership costs and legal fees on a solicitor and his/her own client basis, and then to repay your obligation to us as we determine. After that, we will pay you any remaining amount as required by law.

You must pay any remaining amount if the proceeds from the sale or the value of property seized or foreclosed is not enough to repay your entire obligation to us. We are only required to be reasonable in the sale, seizure or foreclosure process. We are not required to get the best price or wait to sell if the market isn't good.

Other

17. Amendments

You and we may amend the agreement at any time but each amendment must be in writing and signed by each of you and us. Any amendment made to the agreement may change the business arrangements between you and us, including the legal relationship.

18. Governing law

This agreement is governed by the laws of the province or territory where your main business office is located as indicated in the Business Account – Service Request, Statement – About the Business or the Application – Banking Services *for business* or Indirect Agriculture Financing – Credit Application or the Credit Agreement *for business* and the laws of Canada applicable therein. The limitation period for this agreement is extended to six years where permitted by provincial or territorial laws.

19. Assignment

The agreement is binding on you and any person who succeeds you or takes on your obligations by assignment.

You must not assign the agreement without getting our prior written permission. For example, you must not change your business from a proprietorship or partnership to a corporation as this is an assignment.

The Bank may assign your obligations and our rights under the agreement.

20. Financial review

We may conduct reviews of your business and financial affairs from time to time, and inspections of your property at any time. We will give you reasonable notice of the time of any review or inspection.

21. Additional agreements

If we need further agreements for this credit arrangement, you will provide them on our request, and we can register those agreements.

22. Scotia Leasing Agreements / Conditional Sales Agreements

If we approve a Scotia Leasing lease agreement and/or conditional sales agreement financing transaction, you agree to be bound by the terms of the Scotia Leasing lease agreement and/or conditional sales agreement documentation which will be executed between you and Scotiabank at the time of drawdown.

In the event of a conflict, the terms and conditions of the executed lease agreement and/or conditional sales agreement supersede the terms and conditions of the Credit Agreement *for business* with regards to such lease agreements and/or conditional sales agreements.

Revolving Credit Agreement

(ScotiaLine® *for business* Visa* card, Scotia Momentum® *for business* Visa* card, ScotiaGold Passport® *for business* Visa* card and Scotiabank Passport™ Visa Infinite Business* card and Scotiabank® GM®* Visa* Business Card)

You agree to be bound by the terms of the Revolving Credit Agreement which you will receive with your Scotiabank credit card carrier to which your approved ScotiaLine® *for business* Visa* card, Scotia Momentum® *for business* Visa* card Scotiabank Passport™ Visa Infinite Business* card and Scotiabank® GM®* Visa* Business Card or ScotiaGold Passport® *for business* Visa* card will be attached when the card is issued and delivered to you by us.

Scotiabank Visa Business Card Agreement

In this Agreement, you and your refer to the Company, refer to the business customer and its Designated Cardholders We, our, us, and the Bank refer to The Bank of Nova Scotia. If you agree to this Agreement, or sign the reverse of the card when we issue you a Visa* card or cards ("Card" or "Cards"), or provide Company with a renewal or replacement Card or Cards, and you keep or use the Cards, you agree to the terms and conditions of this Agreement, and where applicable, the Scotiabank Group Privacy Agreement (available at www.scotiabank.com). Your credit application is incorporated into and forms part of this Agreement.

COMPANY'S RIGHTS AND OBLIGATIONS

Using the Card

You can use the Cards we supply to you, wherever they are accepted to buy goods or services ("Purchases"), and for other purposes we may authorize from time to time. At your request, we will supply you with additional Cards for Purchases or cash advances. A percentage value of cash advance must be input by the Designated Card Coordinator when ordering a Card. The value selected can be between 0-100%. Only the Designated Card Coordinator(s) are able to set this value for the cash advance feature.

Using the online Scotiabank Visa Business Card Management application, the Company will designate for us certain employees ("Designated Cardholders") to whom we will issue a Card embossed with the name of the Company and the Designated Cardholder name. If you ask the Bank to not emboss a Designated Cardholder's name on a Card, that may impact the insurance coverage that applies to transactions including coverage for Purchases made on that Card. The Bank recommends the embossing of the Designated Cardholder on each Card. You may impose use restrictions for any Cards issued to you, so long as your Card use restrictions comply with this Agreement, Visa regulations, and applicable law. The Company is solely responsible for all activities of its Designated Cardholders, and is responsible for obtaining from its Designated Cardholders any Agreements or commitments you consider necessary to govern their use of the Cards.

Only Designated Cardholders may obtain cash advances from financial institutions that accept the Card. By using the Card with a personal identification number ("PIN"), Designated Cardholders can also obtain cash advances at any automated bank machine ("ABM") that we designate and displays the Visa* logo. If a Card is used by a Designated Cardholder to obtain a cash advance, you are assumed to have authorized the transaction.

You agree that all transactions, including all Purchases made using the Cards and all cash advances made using the Cards, will be for your business purposes. Your violation of this provision does not relieve you of your obligations to repay us for all such amounts along with any interest, fees or other amounts you may owe us pursuant to this Agreement.

Identification

Company warrants that, prior to requesting cards for any potential Designated Cardholder, Company shall have obtained, verified, and recorded information that verifies the identity of each potential Designated Cardholder. Further, Company warrants that any card request sent to the Bank by the Company shall only be for a potential Designated Cardholder that has been screened, whose identity has been verified and who is allowed to be issued a Card by, but not limited to, applicable Federal laws related to the prevention of money laundering and funding of terrorism as required of financial institutions.

Scotiabank Visa Business Card Coordinator

The Company will designate up to two (2) of your employees as "Scotiabank Visa Business Card Coordinator(s)" (the "Card Coordinator(s)") by completing and sending us a signed "Scotiabank Visa Business Card Coordinator Designation" form(s). All dealings and communications between you and the Bank in connection with the Cards will be conducted through the Card Coordinator(s). We may rely exclusively on any directions, authorizations

and other communications we receive from a Card Coordinator whether communicated verbally, electronically or in writing. The Card Coordinator(s) will be responsible for notifying us of all Designated Cardholder misuse or termination, Designated Cardholder name changes, Card use restrictions, any change in address of the Company or a Designated Cardholder and any other information which we require to keep our records up to date.

Data and Privacy

Company understands that the Bank may outsource the processing and housing of Program information and data to a jurisdiction outside Canada. Company further understands that law enforcement authorities in the jurisdiction, under applicable legislation or statutes in the jurisdiction, may access the information and data.

From time to time, the Designated Cardholder acknowledges and consents that the Company may request and receive reports showing data and information regarding the Company's Program that may contain data and personal information pertaining to the purchases, travel arrangements and other activities of the Company's Designated Cardholders. The Designated Cardholder acknowledges that they have been given notice of this use of information. The Designated Cardholder explicitly consents to the collection, use and disclosure of such data and personal information to the Bank, the Company and other third parties. By signing this Agreement, the Company warrants to the Bank that the Company will abide by any and all applicable legislation including all laws governing privacy and personal information. The Company warrants that it will inform Designated Cardholders prior to requesting this information from the Bank, however failure to do so will not reduce the ambit of the consents given in this Agreement.

Repaying the Amounts You Owe

When you use the Cards or allow others to use them, you incur a debt owed to us ("debt"). Interest, service charges and annual fees that we may charge you under this Agreement will be added to Company's debt and are not refundable, even if this Agreement is cancelled or terminated. If we use the services of a third party to retrieve any Card from you, we may add the cost of the Card retrieval to your debt. You agree to repay us in full any debt you owe to the Bank. All amounts payable under this Agreement are the responsibility of the Company.

Making Your Monthly Payments

The Bank will provide you with access to an electronic monthly statement (the "Corporate Statement") containing information about each transaction during the statement period. The Bank is also authorized by you to issue to each Designated Cardholder access to an electronic monthly memo statement (the "Cardholder Monthly Statement"). All indebtedness incurred through the use of our Cards is billed and payable in the Card currency.

You agree to pay us, in full, the sum of all debt shown in your electronic Corporate Statement, in the currency stated in the statement. Interest is payable on cash advances from the transaction date indicated on the Corporate Statement to the date payment is received in full. Payment in full is due by the due date shown on your Corporate Statement or electronic notification, and any outstanding amounts will be debited from your business account on the due date shown on your Corporate Statement or electronic notification.

Requesting Cardholder Services

You have requested the features, benefits and services provided automatically with the Card. You understand that optional services may be available at an additional cost to you. You understand that firms independent of us may supply some Card features, benefits or services and that we are neither responsible nor liable for them. We are not liable if the Card(s) are not accepted or honoured at any time.

Adhering to our Scotiabank Visa Business Card Guidelines

You will adhere to our Scotiabank Visa Business Card Guidelines (the "Guidelines") as may be provided to you. These Guidelines provide you with information on the operation of a successful Scotiabank Visa Business Card Program. In the event of any inconsistency between the terms of this Agreement and our Scotiabank Visa Business Card Guidelines this Agreement shall prevail.

Cash Back Reward program (For Canadian Dollar Cards ONLY)

There is an annual Cash Back program, as described below; associated with each Card that is part of a Canadian Card Currency Program (the "Cash Back Program"). The Cash Back Program is based on the monthly billing cycles in each 12-month period from September 16 to September 15 (the "Cash Back Rebate Period"). At the end of the Cash Back Rebate Period, the Bank will credit the Customer with the amount of the Cash Back earned (the "Cash Back") by October 31st, on an annual basis, as described below.

Cash Back will only be paid once a year and will be based on transactions recorded for each Designated Cardholder under your Cash Back Program less Cash Advances, annual fees and other fees or service charges, refunds, returns or other similar credits, unauthorized transactions and fraudulent transaction and if applicable interest.

Annual Spending levels per card	Cash Back rate	Maximum Cash Back (per Program)
\$0 - \$7,499.99	No Cash Back	N/A
\$7,500+	1.00%	\$25,000

Cash Back is paid to each Card in the Program that has reached the annual spend of \$7,500. For example, if a Card in the Program reaches \$8,500 in annual spend you will receive a rebate of \$85. However, if a Card has only received an annual spend of \$6,500 during the Cash Back Rebate Period, that Card will earn no Cash Back as it has not met the minimum spend requirement of \$7,500 per Card. Note: The maximum cash back is \$25,000 per year at the program level (which includes all Cards issued for your program).

Maximum Rebate

The maximum Cash Back that can be earned is \$25,000 (calculated based on the Cash Back that is awarded to all Cards issued for your Program). We reserve the right to modify the Cash Back Program from time to time in our sole discretion without notice to you. Each Card must be in good standing at the time the Cash Back is awarded (payout) otherwise the Cash Back will not be awarded by the Bank.

Calculation of your annual Cash Back

Cash Back will be calculated at the rate of 1% of the amount of all Designated Cardholder qualified transactions (on an aggregate Customer basis) less cash advances, annual fees and

other fees or service charges, refunds, returns or other similar credits, unauthorized transactions and fraudulent transactions and if applicable interest (the “Net Cash Back”).

If your Net Cash Back (on an aggregate basis) is in a negative position at the end of the annual Cash Back Rebate Period, we will not pay any Cash Back for the Cash Back Rebate Period.

Reporting on the Cash Back Program

- Your Card Coordinator will receive a monthly notification from us showing those eligible transactions that qualify for

Cash Back for each Designated Cardholder.

- The Bank reserves the right to determine, in its sole discretion, whether a transaction qualifies for Cash Back.

Payment of the Cash Back

- Payment of the Net Cash Back will be done annually after the Cash Back Rebate Period each October 31st.
- Payment of the Net Cash Back will be made electronically to the Account and not to the individual Designated Cardholder.
- To receive your Net Cash Back, your Account must be in good standing at the time of payment under the Cash Back program.

Cash Back Program.

- If you cancel your Cards and exit the Cash Back Program at any time, you will not be entitled to any Cash Back unless you continue to have a Scotiabank business account that is open and in good standing with us as of the applicable award (payout) date of October 31st and in that case, the Bank will credit that other Scotiabank business account with the Cash Back.

Telling us about Loss, Theft or Unauthorized Use

You will inform the Scotiabank Visa Business Card Service Centre (as indicated in your Card Coordinator Guide) by telephone or in writing immediately upon discovering the loss, theft or unauthorized use of any Visa Card or PIN issued to the Company or Designated Cardholder. If you even suspect unauthorized use of any card or PIN, you will notify us immediately. Should you choose to advise us in writing, the date of receipt by the Bank of the notification shall be the actual notification date. If any Card is lost or stolen, you will be liable for debts, including accrued interest, resulting from their use prior to your notification to the Bank that they have been lost or stolen.

Changing Addresses

You will advise us of any change in the address of Company or a Designated Cardholder and you will give us other information that we may need from time to time to keep our records up to date.

Keeping the Personal Identification Number (PIN) Confidential

You and the Company's Designated Cardholders agree to keep each PIN assigned to a Card in safe keeping and confidential and to keep them separate at all times. If you or the Company's Designated Cardholders do not keep each PIN confidential, or you store the

Cards and the PINs in a way that would enable someone other than a Designated Cardholder to use them together, you will be liable for all debt, including accrued interest, which may arise from their use in such circumstances. In order to ensure confidentiality of the PINs each Designated Cardholder must choose passwords that are not easily identified.

Telling us about Errors

If you think your Corporate or Cardholder Monthly Statement contains any errors, or if you need more information about a transaction on a statement you must contact us by phone at the Scotiabank Visa Business Card Centre, 1-888-823-9657 or fax us at 1-416-701-7022 within 10 days of the date of the Company or Cardholder Monthly Statement. After that time, the statement will be considered to be correct unless you can provide us with written proof that it is not. We will require the following information:

- The cardholder name, account number and significant date (password).
- The dollar amount of the suspected error and an explanation of why you believe there is an error.

Settling disputes

If a dispute arises about a transaction for which any of the Company's Visa cards were used, you must first attempt to settle it directly with the merchant or business concerned. You are also responsible for returning defective merchandise and ensuring proper credit is received. If this dispute is not resolved to the Company's satisfaction we may investigate any such dispute by your contacting the Scotiabank Visa Business Card Service Centre within 70 days of transaction date to initiate. If we investigate a dispute we will remove the disputed item(s) from the Company's statement and you do not have to pay the portion of its debt owed in connection with a disputed transaction amount up to sixty (60) days while our Scotiabank Visa Business Card Centre investigates such dispute. However Company will remain obligated to pay the balance of its Corporate Statement debt, which is not in dispute. Interest continues to be charged during this period. If you are held to be liable, any amount in question becomes payable at the earlier of the time investigation is completed to the Bank's reasonable satisfaction, or 60 days from the payment due date for the Corporate Statement on which the amount in question first appeared, whichever is earlier. We make no representation or promise in regards to settling a dispute.

Cancelling Cards

You will promptly advise the Scotiabank Visa Business Card Service Centre if a Designated Cardholder ceases to be authorized to use the Card. We can cancel this Agreement and require you to give your Cards back to us or to someone acting on our behalf, upon our demand. Cancellation of cards by either party does not relieve you of your responsibility to pay any debt you may owe the Bank. When a Designated Cardholder has used the Card to authorize preauthorized payments on a continuing basis you are responsible for all such charges to the Card until you terminate such preauthorized payment arrangements with each payee. The Card Coordinator will require each Designated Cardholder to provide a current list of all such preauthorized payment arrangements that are to be paid by the Designated Cardholder by use of the Card. On the cancellation of the Card by the Card Coordinator(s) following the cancellation of a Designated Cardholder's use of the Card (either during employment or following termination of the employment of a Designated

Cardholder) or on termination of this Agreement, the Card Coordinator(s) will notify the payees of all such preauthorized payment arrangements that all future preauthorized payments on the Card are immediately cancelled and will be returned by the Company if processed on behalf of the payee.

Observing your Cards Expiry Date

You agree not to use any Card after the expiry date embossed on a Card. If a Card is used after its expiry date, you agree to pay any debts that are related to or arise from such use.

Not Exceeding your Credit Limit

In connection with the use of all the Cards supplied to you, the Bank has assigned you an Aggregate Credit Limit set out in the Credit Agreement for business with you. Each Card is subject to an individual Card credit limit ("Individual Credit Limit") set out in the online Scotiabank Visa Business Card Management Application. You are responsible for ensuring the Aggregate Credit Limit and the Individual Credit Limits are not exceeded. The Bank may change the Aggregate Credit Limit as determined by the Bank in consultation with the Card Coordinator and in conjunction with a credit review.

Insurances

Insurance certificates will be delivered to each Card Coordinator, as applicable, at the time of card issuance.

OUR RIGHTS AND OBLIGATIONS

Charging Interest on Purchases, Cash Advances and Service Charges

You agree to pay us interest as set out below.

You must make payment in full of the amount due shown on the Corporate Statement notification and Cardholder Monthly Statements (representing Purchases, cash advances interest service charges transaction or other fees) by the due date shown on the monthly statement notification. We will debit your designated Bank account for the full amount due on the due date shown on the monthly statement.

Interest is payable on cash advances from the transaction date indicated on the Statement to the date payment is received in full. The interest rate applicable to cash advances is 19.99%. You will also be charged a transaction fee of \$5.00 CAD/USD (in your program currency) per cash advance made on the Card at ABMs where Visa credit cards are accepted. If Company makes payment in full on or before the due date, we will not charge you interest on any Purchase, service charge, transaction fee or other fee that appears on the statement. If payment is not made in full, Purchases, service charges, transaction fees or other fees are subject to interest from the transaction date indicated on the Statement to the date it is repaid in full.

Our rate of interest, applicable to all transactions except cash advances is our "Scotiabank Visa Business Card interest rate". This interest rate is the Bank's prime lending rate, from time to time, as of the first business day of each calendar month plus 10.00% per annum, and is applied for the remainder of the current Statement period up to and including the current Statement period's Statement date, if payment in full is not received on or before the due date.

The Bank's prime lending rate is posted and available for your review in the Bank's branches and online at www.scotiabank.com.

Adding Interest to Company's Debt

We calculate interest on Company's average daily balance for each Statement period and we add it to Company's debt and report it on Company's statement as set out above. We calculate the amount of interest for each statement period by multiplying the average daily balance of the debt on which interest is payable by either the Scotiabank Visa Business Card interest rate or the Bank's prime lending rate, as applicable (which is determined based on whether the debt is cash advance or other), divide this by 365 days to get the amount of interest charged per day. This is then multiplied by the number of days in the monthly statement cycle to get a monthly interest charge. We get the Average Daily Balance by taking the beginning balance of the debt on which interest is payable each day during the statement cycle period, add any new transactions as of the date of the transaction, and subtract any payments and credits we apply to your debt as of the date each is applied. Then we add up all of the daily balances for the statement period and divide the total by the number of days in the statement period to get the Average Daily Balance. Interest calculated on Cash Advances is prime, calculated from the date the cash advance transaction takes place until payment is made. This is reported on your statement as a Cash Finance Charge and interest calculated on Purchases service charges transaction fees or other fees due to late payment is reported as a Purchase Finance Charge.

Rush Card Fee

You may request that we rush deliver a Card to a Designated Cardholder. If we do so, you will pay a fee of \$35 per rush Card delivery. The rush card fee will be charged to the Designated Cardholder's Monthly Statement and will also appear on the Company's Monthly Statement on the date the request is processed. Rush cards will be delivered within 3-5 business days when Card(s) is ordered before 3 p.m. EST on the date requested.

Telling you about Interest Rates, Service Charges and our Fees

You will pay the Bank fee(s) for the Cards as specified below:

Gold Card Annual Fees (per Card)	Silver Card Annual Fees (per Card)
Canadian Dollar Program (CAD):	
\$105 (CAD)	\$75 (CAD)
U.S. Dollar Program (USD)	
\$105 (USD)	\$75 (USD)

Fees to be charged at setup and annually thereafter.

Reporting option is determined at the Company level, not the Card level. The first annual fee for the Cards issued will appear on your first monthly statement and is not refundable. We may change any service charges or transaction fees from time to time and will give you 60 days prior notice of any such changes.

Please note that VRU (Voice Response Unit) Card Activation is a mandatory feature within the Scotiabank VISA Business Card Program. All cardholders will receive nonactivated cards. They will be required to call The Bank's Support Number and activate their cards via an automated process in order to use their cards.

Applying Payments

We apply payments first to interest charges that we have billed, then to any billed fees and service charges, then to any billed cash advances. Next we apply payments to any billed Purchases on which interest is payable then to billed Purchases on which interest is not yet payable. We then apply payments to unbilled current cash advances and finally to any unbilled current Purchases.

Applying Credit Vouchers

If a business gives you a credit, we will reduce Company's debt by that amount when the credit is received by us. We apply Company's credits first to any billed cash advances then to billed Purchases on which interest is payable. We then apply your credits to any unbilled current cash advances and finally to any unbilled current Purchases.

Foreign Currency Transactions

All your debt incurred through the use of a Canadian dollar Card will be billed and payable in Canadian currency. All Canadian dollar Card transactions completed in a currency other than Canadian dollars will be converted and posted to the Corporate Statement in Canadian currency. This includes debit and credit vouchers.

Visa International determines the foreign currency exchange rate for Cards on the date a transaction item is received and debited or credited to Company's Designated Cardholder's Card(s). The exchange rate at the date of conversion may be different from the rate in effect on the date the transaction was made. (For information purposes, the exchange rate includes an additional amount equal to 2.50% of the converted amount, which is applied to both debit and credit transactions).

Any gains made and any losses incurred by Company on foreign currency transactions following a debit and a credit on a Card due to currency rate fluctuations between the date the debit is posted to the Company's Card and the date any subsequent credit is posted to Company's Card are for the account of Company and shall be payable to or by Company (as the case may be). We will not assume any risk of foreign currency exchange gains or losses from cross currency conversions resulting from Company's use of the Cards.

Automatic Banking Machines (ABMs)

The amount a Designated Cardholder may withdraw each day as a cash advance from an ABM is limited to the amount of the individual Card Credit Limit and is also subject to the ABM withdrawal limit set by the Bank or by other financial institution. The amount a Designated Cardholder may withdraw each day as a cash advance on the Card in an over the counter transaction at a financial institution is limited to the amount of the individual Card Credit Limit and is also subject to the daily allowable cash advance credit limit which we assign for your Cards. Over the counter transactions using a Card are subject to Card verification and authorization by the financial institution processing the transaction. The Bank is not liable for any losses the Company may suffer as a result of unauthorized cash advances obtained by Designated Cardholders using the Cards at any time. The Company is responsible for the repayment to the Bank of all cash advances obtained by a Designated Cardholder, including

interest thereon, prior to your notification to the Bank that a Card has been lost or stolen.

Visa Canada regulations state that an ABM acquirer should not add a surcharge or fee to the cash advance transaction amount through the use of the Card, unless local law expressly provides that an ABM acquirer be permitted to impose a surcharge

Preparing and Sending Monthly Statements

Monthly Corporate and Cardholder statements are only prepared on business days, so the time between statements may vary from 27 to 34 days depending upon the number of business days in the month in which a statement is issued. If the end of the cycle date falls on a weekend or holiday, the statements will be prepared on the business day prior.

Security

If this credit account is secured by a mortgage, hypothec or security Agreement, you will not further encumber the property without our permission. If you sell the property which is subject to the mortgage, hypothec or security Agreement, you agree that you will immediately repay to us all amounts owing under this Agreement.

TERMINATION

We may cancel this Agreement and/or require you to pay your debt immediately if: You do not carry out your obligations under this Agreement or any service Agreement which forms part of this Agreement; you become bankrupt, insolvent or any actions are taken to place you in bankruptcy, receivership, etc.; upon legal attachment, seizure, lien or execution against you or your property; or if any Card or PIN is used contrary to this Agreement. Termination of this Agreement does not relieve your liability for making all payments required under the Agreement.

Termination for Convenience

The Company or the Bank may on thirty (30) days prior written notice to the other party hereto terminate the Agreement for convenience. In the event of such termination, the Bank shall be repaid the full balance of all Cardholder accounts, and any other amounts payable under the Agreement will be immediately due and payable in full.

Termination for Credit Risk

The Bank may on written notice to the Company terminate this Agreement due to a decline in the credit worthiness of the Company which in the reasonable opinion of the Bank increases the credit risk of the Bank in regard to the credit to which the Bank is exposed under this Agreement. The termination of this Agreement shall be effective at the date and time set out in the notice of termination. The Company agrees that any material deterioration in the credit worthiness of the Company is a cause for immediate termination of this Agreement by the Bank.

Overhead Costs or Profits

Whether the Bank terminates the Agreement with or without cause, in no event shall the Bank be responsible for termination expenses, for overhead costs associated with the Agreement, for any profits the Company or the Affiliates would have earned if it or they had completed the term of the Agreement, or for any special, consequential, punitive, incidental or indirect damages.

Offset

We may debit any other account you have with us with the amount of any payment you are required to make to us under this Agreement and credit the amount to the outstanding debt under this Agreement.

WARRANTIES AND REPRESENTATIONS

We make no warranties, representations or conditions whatsoever, except as stated in this Agreement. We will not be liable for any damages of any kind related to your use of the Cards, or any of the features, benefits or services contemplated in this Agreement, even if you have notified us in advance of such possible damages.

We will not be liable for the inability to perform the whole or any part of the features, benefits or services contemplated under this Agreement, which is reasonably beyond our control. In no event, will we be responsible for the activities of any third party. No claim arising from this Agreement may be brought by you more than one (1) year after your disputed matter occurred or a longer period if required by local laws.

Notice of Agreement Changes and Guideline

We may change this Agreement or the features, benefits or services that are available with the Cards at any time, but we will give you written notice (in writing or electronically) of such changes and in case of a material change we will give you at least 30 days written notice (in writing or electronically) of such change, except before we make any such changes except in the case of features, benefits or services supplied by firms independent of us, which may be changed any time without notice. You agree that we will have satisfied our written notice obligation to you about anything contemplated under this Agreement, or any other matter relating to the Cards, when we send such notice to you at the address first written above by electronic transmission or mail, or hand deliver it, to the most recent Company address on our records. You also agree that our giving written notice to you constitutes written notice being provided to all users of the Cards. We may from time to time issue you guidelines related to the proper use of the Cards, or other services contemplated under this Agreement and you must comply with those guidelines.

Applicable Law

This Agreement and the transactions contemplated hereby, and any claim, dispute or controversy (whether in contract, tort or otherwise) at any time arising from or relating to this Agreement or the transactions contemplated hereby, are governed by and construed in accordance with applicable Canadian federal law and the applicable laws of the Province in which the Company resides. The legality, *enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved* under this Agreement will be governed by such laws.

English Language

Applicable in the province of Quebec only. It is the express wish of the Company and the Bank that this Agreement and any related documents be drawn up in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais. The parties signing on behalf of the Company certify that they are legally able to sign on behalf of the Company.

ScotiaCard® Cardholder Agreement

This *ScotiaCard* Cardholder Agreement sets out the terms that apply to your *ScotiaCard* banking card. It replaces all previous versions of the *ScotiaCard* Cardholder Agreement and it applies if we send or provide you with a replacement or reissue you a *ScotiaCard* banking card. When you receive the *ScotiaCard*, select a PIN for the *ScotiaCard*, sign the reverse of the *ScotiaCard*, activate or use the *ScotiaCard*, that means you have received and read this Agreement and that you agree with, and are bound by, its terms.

Definitions You Need to Know

ABM(s) means designated automated banking machine(s).

Account means a deposit account, credit card account, investment or brokerage or loan account you have with us that can be accessed using your *ScotiaCard*.

Agreement means this *ScotiaCard* Cardholder Agreement as amended, modified or replaced from time to time.

Automated Banking Services means the services you use and receive through the following channels where you can access your designated Accounts by using your *ScotiaCard*:

- ABMs;
- Direct Payment Terminals;
- Mobile Banking;
- Online Banking;
- Telephone Banking;
- Card Not Present Transaction channels;
- Any other automated banking channel we may offer from time to time.

Bill Payment Company refers to a business, company, utility company or other party that has an arrangement with Scotiabank to be a payee of bill payments through the service for which you have been registered by Scotiabank for branch or Automated Banking Services bill payment access.

Business Day refers to regular weekdays only and excludes Saturdays, Sundays or statutory federal holidays.

Cardholder means the person to whom a *ScotiaCard* has been issued by the Bank.

Card Not Present Transaction means an online order, mail order or telephone order transaction (including payments and other funds transfers such as refunds) using the *ScotiaCard* and whereby you provide the *ScotiaCard*, *ScotiaCard* expiry date and/or CVV2 to the authorized merchant.

CVV2 means the three-digit security code on the back of the Card, where applicable.

Direct Payment refers to payments (or other funds transfers, such as refunds) made with your *ScotiaCard* using *Interac*[†] Debit, Visa^{*} Debit, NYCE, *Interac*[†] Flash or any other system we may designate from time to time to pay for goods or services by using your *ScotiaCard* at a Direct Payment Terminal.

Direct Payment Terminal means a point of sale terminal at which Direct Payments can be completed using your *ScotiaCard*.

Electronic Signature refers to each secret and confidential combination of numbers and/or letters selected by you, for your use, as a means of confirming your identity and authorizing transactions performed, and services accessed, by using your *ScotiaCard*. Your Electronic Signature includes, but is not limited to, your PIN and/or any other security codes such as access codes, passwords or passcodes which allow for your access to the Automated Banking Services. Reference to “Electronic Signature” throughout this Agreement refers to all Electronic Signatures that you have.

Inactive Accounts means those deposit Accounts having no customer-initiated transactions for 24 consecutive months.

Interac Flash Transaction means payments or other funds transfers (including refunds) made at a Direct Payment Terminal using an *Interac* Flash-enabled *ScotiaCard* without using an Electronic Signature.

Mobile Banking^{***} means the Scotiabank mobile banking application downloaded to your Mobile Device or www.scotiabank.com through the Internet browser on your Mobile Device.

Mobile Device means an internet-enabled smart phone or any other wireless handheld computing device that we allow you to use to access Automated Banking Services.

Online Banking means the Scotiabank services that can be accessed by your personal computer (and modem) through the Internet at *Scotia OnLine* (www.scotiabank.com).

PIN means the secret and confidential personal identification number you have selected for your *ScotiaCard*.

ScotiaCard means the *ScotiaCard* banking card, and any replacement *ScotiaCard* banking card, that we have issued to you and that has a unique card number that is:

- (i) associated with an Account(s);
- (ii) used with or without, as applicable, your Electronic Signature or Written Signature to access Automated Banking Services.

ScotiaCard also means the unique card number itself.

Telephone Banking means *TeleScotia*[®] automated telephone banking, the automated brokerage telephone service or any other telephone banking services that may be offered by Scotiabank from time to time.

Written Signature means the written signature that you provide to authenticate yourself, and confirm receipt of, a transaction record for certain types of Direct Payments made using the Visa^{*} Debit functionality on your *ScotiaCard*, where applicable.

We, our, us, Scotiabank and the Bank means The Bank of Nova Scotia and, as applicable, any of our Canadian subsidiaries, including but not limited to Scotia Securities Inc. and Scotia Capital Inc.

You and your mean the person to whom we have issued a *ScotiaCard*.

Visa Debit refers to the payment feature on selected *ScotiaCards* that allows you to shop online and internationally and pay directly from your bank account.

Security of Your *ScotiaCard* and Electronic Signature

Protecting the security of your *ScotiaCard* and your Electronic Signature is important. You are responsible for maintaining their confidentiality and safekeeping. This includes:

- keeping the *ScotiaCard* in your possession;

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- keeping the *ScotiaCard* in a safe place and not letting anyone else use it;
 - keeping the *ScotiaCard* in your sight, and taking the *ScotiaCard* and transaction record (when applicable), once a transaction at a Direct Payment Terminal or ABM is complete;
 - keeping your Electronic Signature confidential and memorizing it or, if you must write it down, keep it separate from your *ScotiaCard* at all times such that they cannot be used together;
 - selecting an Electronic Signature that cannot be easily guessed;
 - not using an Electronic Signature that is a combination selected from your name, date of birth, telephone number(s), bank account number(s), address or social insurance number;
 - taking all reasonable precautions to ensure that no one else sees or learns of your Electronic Signature when using the Automated Banking Services;
 - always signing out or logging out of an Online Banking or Mobile Banking session using the applicable sign out or log out function;
 - not leaving your computer or Mobile Device unattended while signed in to Online Banking or Mobile Banking;
 - not voluntarily disclosing your Electronic Signature to anyone else at any time, including any family member, friend, law enforcement agency, or financial institution employee;
 - not consenting to or allowing someone else to forge your Written Signature;
 - not storing your Electronic Signatures on your computer or Mobile Device; and
 - not using third party password generators.

You may use your *ScotiaCard*, PIN or Online Banking credentials to identify yourself to a third party, such as a government office, where this method is authorized by us and where this ability is available.

You must ensure that you regularly update your passbook and check your Account statements and balances to verify all transactions have been properly recorded. If entries do not accurately reflect your transaction activities, such as missing or additional transactions you must contact us immediately by visiting the nearest Scotiabank branch or through Telephone Banking.

A Lost, Stolen or Compromised *ScotiaCard* or Electronic Signature

You will notify us immediately if:

- your *ScotiaCard* is, or you suspect that it is, lost or stolen;
- someone else has, or you suspect that someone else has, used your *ScotiaCard*, Electronic Signature or forged your Written Signature;
- your *ScotiaCard* or Electronic Signature has, or you suspect that it has, become known to someone else or has otherwise been compromised.

You may notify us by visiting the nearest Scotiabank branch or by contacting us at the telephone numbers shown at the end of this Agreement.

In addition to notifying us, you should change your Electronic Signature. For example your PIN may be changed at the nearest Scotiabank branch or at our Scotiabank ABMs that allow you to make a PIN change. Online Banking and Mobile Banking passwords or passcodes can be changed by using the applicable reset password or reset passcode function.

Expiry Date

Your *ScotiaCard* has an expiry date. A new *ScotiaCard* will be re-issued to you before the expiration date on the *ScotiaCard*. You agree not to use your *ScotiaCard* after its expiry date.

Automated Banking Services

Once your *ScotiaCard* is activated, you can access the Automated Banking Services by using your *ScotiaCard* and your Electronic Signature, or Written Signature where applicable. You may also use your *ScotiaCard* without the Electronic Signature or Written Signature for *Interac* Flash Transactions and Card Not Present Transactions at participating merchants. You will have the same rights and responsibilities for transactions that do not require an Electronic Signature or Written Signature as you would have had using your *ScotiaCard* and Electronic Signature or Written Signature.

In addition to the various other Automated Banking Services you will have access to by using your *ScotiaCard*, you will be able to obtain cash advances at designated ABMs from your Scotiabank Visa* card, your *ScotiaLine*® for business Visa* card, your Scotiabank American Express card, your *ScotiaLine*® personal line of credit and your *ScotiaLine*® personal line of credit for students accounts if:

- Automated Banking Services access via your *ScotiaCard* to these designated Accounts has been pre-arranged;
- your Accounts are in good standing, and
- your Account credit limit will not be exceeded by doing so.

You can also use your *ScotiaCard* to access your designated investment Accounts (including your GICs and your Accounts with Scotia Securities Inc.) and brokerage Accounts with ScotiaMcLeod®, HollisWealth™ and Scotia iTRADE®* through the Automated Banking Services.

You authorize Scotiabank to accept your instructions given through the Automated Banking Services as if you had given the instructions to us signed and in writing.

For certain purposes, when dealing with your investment Accounts, we may restrict access to some of your other Account options.

Branch Access to Accounts

You can access your designated Accounts by presenting your *ScotiaCard* together with your Electronic Signature, your passbook, your personalized Scotiabank cheque, or such other identification as we reasonably require, at any Scotiabank branch within Canada. If you do not have a *ScotiaCard*, you will need sufficient identification to enable the branch to verify your identity and your home branch may need to be contacted to facilitate the transaction.

Inactive Accounts

Inactive Accounts cannot be accessed through any Automated Banking Service(s). You will need to visit a branch to reactivate your access to Inactive Accounts.

Transaction Charges & Fees

You agree to pay and we may deduct, without notice, from any of your Accounts (even if this creates or increases an overdraft) the following:

- a transaction charge at the prevailing rate (as determined by us from time to time) for each transaction for which your *ScotiaCard* has been used through the Automated Banking Services. A notice of the charges and fees is provided in the Day to Day Banking Companion Booklet and, for business Accounts, in the document called “Your Guide to Fees and Interest Schedules” provided with the Business Banking Services Agreement;

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- the transaction charges or service fees imposed by other financial institutions (inside or outside Canada) for each transaction conducted through their ABMs or Direct Payment Terminals in which your *ScotiaCard* has been used. You should contact other financial institutions for information on their transaction fees or service fees they charge for using their ABMs.

Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, that apply to your use of the *ScotiaCard* and on the various transactions which may be available through the services, without prior notice to you. Cumulative limits currently in effect are:

- Limits for ABM cash withdrawals or cash disbursements from your bank Accounts and advances from your credit card Accounts, by using your *ScotiaCard* are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form;
- Direct Payment limits and the Cashback limit are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.
- ABM Deposit Limits
 - \$99,999 per transaction
- ABM transfer and ABM bill payment limits
 - \$100,000 and \$49,999 per day respectively
- Online Banking, Mobile Banking, *TeleScotia* Telephone Banking transfers
 - \$100,000 limit for transactions between Accounts in the same currency.
 - \$10,000 CAD daily limit for cross-currency transfers (currently unavailable on mobile banking).
- Online Banking, Mobile Banking, *TeleScotia* Telephone Banking bill payments
 - \$49,999 per transaction
- *Interac* Flash
 - up to \$100 per transaction at authorized merchants.
- Electronic Transfer Limit
 - as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.
- Online Purchase Limit (includes Card Not Present Transactions, Visa Debit online transactions and *Interac* Online transactions)
 - as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.

All fees and limits for Western Union money transfers or foreign currency transfers can change from time to time and can be viewed at Online Banking.

Transaction Records/Confirmation Numbers

At the completion of each Automated Banking Services and branch transaction, you will be given a transaction record, unless otherwise requested, or you will be provided with a reference number. If your *ScotiaCard* is used for a Direct Payment or Card Not Present Transaction, we may arrange for a third party, such as a merchant, to give you the transaction record. For some Direct Payment transactions you will need to provide your Written Signature on the transaction record.

You agree that cheques or any other form of debit voucher transaction performed through any Automated Banking Services, at any Scotiabank branch other than at the branch where you maintain your Account(s), will not be returned to you, but rather a description of the transaction only (e.g. cheque, debit voucher or debit memo) will be reflected in your monthly statement or passbook.

Interac Flash - Description

Interac Flash is a feature available on your *ScotiaCard* that enables Cardholders to use the *ScotiaCard* to pay for small purchases, up to \$100 at select merchants, by holding your *ScotiaCard* over a Direct Payment Terminal that supports *Interac Flash*. You do not have to insert your *ScotiaCard* or enter a PIN.

Note: If your *ScotiaCard* was issued before March 2013, your maximum purchase limit is \$50 at most merchants and \$100 at gas stations. Should you exceed the maximum amount at any merchant, you will be prompted for your PIN in order to complete the transaction. *Interac Flash* Transactions are only for the payment of goods and services – “cashback” transactions are not permitted.

Interac Flash - Enabling and Opting Out

When you are first issued a *ScotiaCard* with *Interac Flash* enabled, this feature will be activated the first time you conduct a successful PIN transaction at a Direct Payment Terminal, at an ABM or a branch.

You must have a pre-selected chequing Account linked to your *ScotiaCard* for *Interac Flash* to be enabled. If you requested to have the *Interac Flash* enabled on your current *ScotiaCard* any replacement *ScotiaCards* will also have the *Interac Flash* feature enabled.

You can have *Interac Flash* disabled on your *ScotiaCard* by contacting the Scotiabank Call Centre at 1-800-4SCOTIA or by visiting your nearest branch. If you request to have the feature disabled, any replacement *ScotiaCards* issued after the request will also have the *Interac Flash* feature disabled.

You may request to have the *Interac Flash* feature enabled at any time through the same contact methods. There is no charge to have the *Interac Flash* feature added to, disabled or enabled on your *ScotiaCard*.

Visa Debit

For *ScotiaCard* debit cards that have Visa Debit functionality, Visa Debit transactions will be processed through the pre-selected chequing Account linked to your *ScotiaCard*.

Liability

1. Your Liability

Reference to the *ScotiaCard* below also includes use of the *ScotiaCard* with Electronic Signature or Written Signature, as applicable.

a) You are responsible for all debts, withdrawals, deposits, transactions, advances, other Account activity and losses resulting from:

- all authorized transactions which means transactions in which the *ScotiaCard* was used by you or by persons to whom you have made your *ScotiaCard* available or who received possession of your *ScotiaCard* with your consent;

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- any error or fraudulent use of the *ScotiaCard* by you, or authorized by you, including any errors or fraudulent or worthless deposit or other transaction using the Automated Banking Services;
 - failing to comply with your obligations to protect your *ScotiaCard* and Electronic Signature as described in the section above entitled “Security of Your *ScotiaCard* and Electronic Signature” or if you did not otherwise take reasonable steps that could have prevented the loss;
 - failing to notify us immediately if you become aware that your *ScotiaCard* or Electronic Signature has been lost, stolen or compromised (as described in section entitled “Lost, Stolen or Compromised *ScotiaCard* or Electronic Signature” above);
 - any other unauthorized use of the *ScotiaCard* to which you have contributed and is not otherwise exempted under a provision of this Agreement; and
 - any other failure by you to comply with the terms of this Agreement.

b) You are not liable for losses resulting from:

- technical problems and other system malfunctions;
- errors, fraud or negligence caused by us;
- unauthorized transactions after the *ScotiaCard* has been reported to us as lost, stolen or compromised;
- unauthorized transactions after the *ScotiaCard* is cancelled or expired;
- unauthorized transactions, where you have unintentionally contributed to such use, provided that you notify us immediately upon becoming aware of the transaction and fully co-operate in any subsequent investigation (the word “unintentionally” in this clause excludes any non-compliance with your obligations under the “Security of Your *ScotiaCard* and Electronic Signature” section of this Agreement); and
- transactions using your *ScotiaCard* where it can be shown that you have been the victim of fraud, theft, trickery, force or intimidation provided that you notify us promptly of the incident, fully cooperate in any subsequent investigation and provided that you have not contributed to the loss.

c) Your liability will not exceed the established transaction limits (including daily and weekly limits) for the applicable Automated Banking Services, however your liability may exceed the actual or available funds in an Account. This may occur, for example, if an Account has a line of credit or overdraft protection or is linked with another Account or multiple other Accounts (for example another banking Account or a credit Account).

d) Where you are liable for the transactions on your Account(s) pursuant to the terms and conditions described in this “Your Liability” section, you understand that this liability is in addition to any liability for those transactions that you have under any credit agreements (including the Revolving Credit Agreement) and other banking agreements that apply to your Accounts.

2. Our Liability

WE ARE NOT LIABLE TO YOU FOR ANY DELAY, LOSS, DAMAGE OR EXPENSE THAT YOU INCUR OR ANY INCONVENIENCE WHICH RESULTS FROM OUR PROVIDING OR FAILING TO

PROVIDE ANY SERVICE, EXCEPT WHERE SUCH LOSSES RESULT FROM:

- WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY THE BANK;
- ERRORS, TECHNICAL PROBLEMS OR SYSTEM MALFUNCTIONS FOR WHICH THE BANK IS SOLELY RESPONSIBLE.

ALSO, WE ARE NOT RESPONSIBLE FOR YOUR ACTS OR OMISSIONS OR THOSE OF ANY THIRD PARTY. FURTHERMORE, THE BANK SHALL IN NO WAY BE LIABLE FOR ANY ACCIDENT, ACT OF AGGRESSION, THEFT, LOSS OR DAMAGE YOU MAY SUFFER WHILE USING AUTOMATED BANKING SERVICES OR OTHER SERVICES, WHETHER YOU ARE ON BANK OR OTHER PREMISES.

TO THE EXTENT THAT WE MAY BE LIABLE TO YOU, WE WILL ONLY BE LIABLE FOR DIRECT DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST OR DAMAGED OR CORRUPTED DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF ANY SERVICE, HOWEVER CAUSED AND REGARDLESS OF THE BASIS OF THE CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT OR TORT (INCLUDING NEGLIGENCE, STATUTE OR ANY OTHER CAUSE OF ACTION) AND EVEN IF YOU HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR LIABILITY IS SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION AND IN ANY OTHER SECTION OF THIS AGREEMENT.

We are not liable to you if an ABM or if a store, retailer or merchant does not accept your *ScotiaCard* at any time or if you cannot use your *ScotiaCard* or your Electronic Signature at any time or for any reason, including if we cancel or temporarily deactivate your *ScotiaCard* or decline to authorize a transaction because we have detected activity in your Account or the use of the *ScotiaCard* that we consider to be unusual.

No Warranties

Neither the Bank, nor any access service provider nor any other information technology service provider, makes any express or implied warranties concerning the Automated Banking Services including, but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of any third party proprietary rights unless disclaiming such warranties is prohibited by law.

Accepting Our Records

Our records as to whether an Automated Banking Services or branch transaction has been performed, and our determination of the details of that transaction, will be considered correct and binding on you, unless you provide us with evidence to the contrary within 30 days of the date of a disputed transaction.

Posting of Transactions, Cancelling Transactions and Updating Bill Payment Information

Any Automated Banking Services transaction (excluding automated bill payments) conducted in Canada before 12:00 a.m. (midnight) local time Monday through Saturday will normally be posted to your applicable Account as of the date of the transaction, unless that day is a holiday. Transactions conducted on Sundays or holidays will normally be posted to the applicable

Account as of the next Business Day.

Any transaction conducted on a Saturday involving a Scotiabank chequing account or a current or business account will normally be posted to the designated Account as of the next Business Day.

Transactions conducted outside Canada may be posted to your designated Account at a later date.

For transactions conducted using Visa Debit, transactions are posted to and funds debited from your Account on the date the transaction is authorized by us. If there is a difference between the original authorized amount and the final settled amount of the transaction, your Account may be credited with the original authorized amount and subsequently debited for the final settled amount of the transaction.

Any automated bill payment request made on or before 8:30 p.m. Eastern Standard Time, Monday through Friday will be posted to your designated Account on the day of the transaction. An automated bill payment made after 8:30 p.m. Eastern Standard Time, Monday through Friday or anytime on Saturday, Sunday or a holiday, will be posted to your designated Account on the next Business Day.

Any automated bill payment request will be deemed to have been received by us on the date the transaction is posted to the designated Account.

We are not responsible for the processing of or any of the posting procedures or practices of your designated Bill Payment Companies and we are not responsible if they charge you late fees or interest penalties. When you make a bill payment at one of our ABMs, branches, through the Automated Banking Services, you are responsible for ensuring that the Bill Payment Company (including account numbers and payee names) required by us to complete your payment instructions to that Bill Payment Company is accurate at all times. We may, without notice to you, update your bill payment profile information if we are advised of a change by the Bill Payment Company.

The debit to your Account for post-dated bill payments and fund transfers are processed at 6:00 p.m. Eastern Standard Time on the date to which your payment is post-dated.

Transactions involving Accounts with insufficient cleared funds at the time of processing may be rejected.

You acknowledge that once you have confirmed the details of a payment or transfer, you may not revoke or stop the payment or the transfer unless it is a post-dated payment or transfer you have set up in Online Banking, Mobile Banking or *TeleScotia* Telephone Banking. Such postdated payments and transfers can be cancelled directly through Online Banking until 6 p.m. Eastern Standard Time on the day they are scheduled to take place. You can also request cancellation of a postdated payment or transfer by speaking directly with one of our Customer Service representatives at the latest one (1) Business Day before the scheduled payment or transfer date. You are responsible for notifying us of any changes to billing Account information.

Where a store, retailer or merchant becomes liable to make any refund to you, we will credit the designated Account with the refunded amount only upon our receipt of a properly issued credit voucher or other appropriate verification or authorization of the refund from the store, retailer or merchant.

We may at our discretion and without prior notice, refuse a request for authorization of any *ScotiaCard* transaction, and may notify third parties of such refusal as we think necessary. In exercising such discretion, we may take into account in calculating the funds available, any funds which we may decide have been credited or debited to an Account.

We may place a hold on branch or ABM deposits pending verification.

Processing Foreign Currency Direct Payments, Card Not Present Transactions, Withdrawals and Advances

You can use your *ScotiaCard* to access your bank Accounts for the following foreign currency transactions from these Accounts:

- Direct Payments at designated Direct Payment Terminals that are outside of Canada;
- Card Not Present Transactions (*ScotiaCards* with Visa Debit functionality) through authorized merchants that are located outside of Canada; and
- Cash withdrawals from designated ABMs that are outside of Canada.

You can use your *ScotiaCard* to access your Scotiabank Visa card Accounts, *ScotiaLine* access card and Scotiabank American Express card Accounts for the following foreign currency transactions on those Accounts:

- Cash advances, other than from *Scotiabank*® U.S. Dollar Visa card Accounts, from designated ABMs that are outside of Canada; and
- Cash advances from designated ABMs within Canada in Canadian dollars from your *Scotiabank* U.S. Dollar Visa card Account.

For foreign currency transactions, other than cash advances from designated ABMs within Canada in Canadian dollars from your *Scotiabank* U.S. Dollar Visa card Account, a converted Canadian dollar amount will be deducted from your applicable Account based on an exchange rate set by the applicable payment network and determined on the transaction settlement date. For cash advances from designated ABMs within Canada in Canadian dollars from your *Scotiabank* U.S. Dollar Visa card Account, a converted U.S. dollar amount will be deducted from your applicable Account based on an exchange rate set by the applicable payment network and determined on the transaction settlement date. The exchange rate at the time of settlement may be different from the exchange rate in effect on the transaction date. Payment networks include Visa International, Visa Inc., ACXSYS Corporation, or other payment networks as appropriate. Foreign currency transactions are subject to the following foreign currency transaction fees:

- Foreign currency transactions on your bank Accounts using Visa Debit on your *ScotiaCard* will be subject to a fee that is calculated based on a 2.5% increase to the exchange rate and is included in the converted Canadian dollar amount of the transaction;
- Foreign currency transactions on your bank Accounts using your *ScotiaCard*, other than Visa Debit transactions, are subject to a fee that is calculated by adding 0.025 to the exchange rate;
- Foreign currency transactions on your Scotiabank Visa card Accounts, or Scotiabank American Express card Accounts, by using your *ScotiaCard* will be subject to the foreign currency transaction provisions of the Revolving Credit Agreement.

If you use your *ScotiaCard* for a transaction in a foreign currency and the store, retailer or merchant gives you a credit voucher (for example in the case of a refund), the two

transactions (the purchase and the refund) may not balance exactly because of exchange rate and currency fluctuations between the date of the purchase and the date of the credit (or refund).

We will not assume any risks associated with foreign currency exchange gains or losses from cross-currency conversions resulting from the use of your *ScotiaCard*. Any gains made or losses incurred by you in connection with foreign currency transactions because of currency rate fluctuations between the date the transaction is posted and the date any subsequent credit is posted to the designated Account are your responsibility and shall be payable to you or by you (as the case may be).

Changing Designated Accounts

We may designate one or more of your Accounts for the FastCash™ or other services available through our Automated Banking Services. You can cancel or change a designation at any time by letting us know through *TeleScotia* Telephone Banking or by visiting the nearest Scotiabank Branch.

Changing or Cancelling Banking Services

We may at any time, without notice, withdraw any ABMs or Direct Payment Terminals from use, cancel or vary the whole or any part of the services we offer you through the use of the *ScotiaCard*.

No Automated Banking Services transactions will be processed after cancellation of the Automated Banking Service.

Adding or Changing the Terms of this Agreement

You acknowledge that we can add, change or replace the terms and conditions of this Agreement from time to time. Notice of additional, amended or replaced terms and conditions may be given to you in any of the following ways:

- a notice addressed to you at your last address in our records;
- a notice prominently displayed at all Scotiabank ABMs;
- a notice on the Scotiabank website;
- a notice in a readily accessible place in our branches;
- a notice in your monthly statement;
- an electronic notice or message sent to the Communications Centre of Online Banking or Mobile Banking; or
- such other methods as we may permit.

Your continued use of the Account, the Automated Banking Services or any other service with us, acknowledges that you agree to and accept the new terms and conditions of the *ScotiaCard* Cardholder Agreement and all agreements related to the Account or service as amended, modified or replaced. Scotiabank has the right to send you a new *ScotiaCard* with new features without prior notice.

Resolving Disputes

We are not responsible for any failure to supply, or lack of suitability of quality of, any goods or services purchased from Bill Payment Companies, merchants or others through the Automated Banking Services. All disputes between you and a Bill Payment Company, merchant or others, including your rights to compensation or any offset rights (set-off), shall be settled directly by you

with the Bill Payment Company. We do not verify, nor are we required to verify, that any purpose for which the payment is made has been fulfilled by the Bill Payment Company as a condition of honouring your payment request on your Account.

For all unauthorized claims, we will investigate the transaction and a determination regarding whether any reimbursement will be made based upon the investigation. We will respond to the Cardholder's report of an unauthorized *ScotiaCard* transaction within 10 Business Days. We may require a signed statement during the course of the investigation. Or, where appropriate, we may require a signed affidavit from the Cardholder, which may result in a temporary suspension of the 10 day limit, until the requested information is received.

No funds, or only partial funds will be reimbursed if our investigation determines that on the balance of probabilities, the Cardholder contributed to the unauthorized use of their *ScotiaCard*. If we cannot settle the complaint in your favour, you will be informed of the reasons for Scotiabank's position in the matter.

If a problem with a *ScotiaCard* transaction is not resolved to your satisfaction or you have not received a response to a claim of an unauthorized *ScotiaCard* transaction within the time period, please refer to the Complaint Resolution section of the Day-to-Day Banking Companion Booklet.

Other Agreements, Fees and Charges

You acknowledge that, in addition to all fees, charges, terms and conditions set forth in this Agreement, your Accounts are also subject to all fees, charges, terms and conditions set forth in any other agreements and documentation applicable to your Accounts and/or your use of services provided by us. Examples of such agreements and documentation include the Revolving Credit Agreement (for credit Accounts), the Personal Credit Agreement Companion Booklet (for credit, loan and mortgage Accounts), the Day-to-Day Banking Companion Booklet (for personal banking Accounts), the Business Banking Services Agreement (for business banking Accounts), the Investment Companion Booklet (for investment Accounts), the Digital Access Agreement, the Scotiabank Privacy Agreement and any other agreements, documentation or terms and conditions that apply to your Accounts and/or your use of the services provided by us.

If there is a conflict between this Agreement and such other agreements, documentation or terms and conditions, this Agreement will prevail as it relates to the use of your *ScotiaCard* and the services contemplated in this Agreement.

In Quebec

The party(ies) to this Agreement has/have requested that this document be drawn up in English. Les parties ont demandé que ce contrat soit rédigé uniquement en anglais.

Customer Service

For any question or concern (including regarding a lost, stolen or compromised *ScotiaCard*; inquiring about fees, rates or services) please visit the Scotiabank branch nearest to you or call the numbers below:

Service in English	1-800-4SCOTIA (1-800-472-6842)
Toronto	416-701-7200
Service en français	1-800-575-2424
Région de Toronto	416-701-7222
TTY/TDD Service Only	1-800-645-0288

For more information about Automated Banking Services, fees or rates you can also visit us online at www.scotiabank.com.

Your *ScotiaCard* provides access to Automated Banking Services, wherever you see these symbols:



Scotiabank voluntarily adheres to the Canadian Code of Practice for Consumer Debit Card Services. For information about the Code visit www.cba.ca

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™ Trademarks of The Bank of Nova Scotia.

† Interac, the Interac logo and Interac Flash are all trademarks of Interac Inc. Used under license.

‡ Registered Trademark of SCENE IP LP, used under license.

* Visa Int. / Licensed User.

Ⓜ American Express is a registered trademark of American Express. This credit card program is issued and administered by The Bank of Nova Scotia under license from American Express.

** Interlink is a registered trademark of Visa International Service Association used under license.

††† Mobile banking capability requires an Internet-enabled mobile device. Your wireless carrier's standard text messaging and data charges apply, as defined by your service plan with your carrier.

Ⓢ Scotia McLeod, Holliswealth and Scotia iTrade® (Order-Execution Only Accounts) are divisions of Scotia Capital Inc. ("SCI"). SCI is a member of the Investment Industry Regulatory Organization of Canada and the Canadian Investor Protection Fund.

Ⓜ Registered trademarks of General Motors LLC. The Bank of Nova Scotia is an authorized user of General Motors LLC marks for the GM Card Program.

Our Commitment to Business Banking Customers

Our ScotiaOne Service *for business* philosophy is our commitment to provide you with products and services that are practical, straightforward and give you more control over your business financial needs. As part of this commitment, we want to ensure that your business relationship with us is open.

Open Communication

We pledge to be straightforward and honest in all our communication and documents, providing you with a clear explanation on all our products and services. If you would like information on any Scotiabank product or service, we invite you to speak to the Branch Manager or Account Manager, Small Business at your Scotiabank branch.

When you obtain one of our services, we will provide you with agreements that clearly detail the terms and conditions of the services you have. We will explain in writing why we ask for the information on our application forms, and other documentation and how and when we use it. When we have information on our services that is of interest to you, it will be made available on our website www.scotiabank.com/small-business in person or over the phone.

We listen to you

We know that small businesses create more jobs than any other sector of the economy today. You're important to Canada, you're important to Scotiabank – and we're committed to ensuring that your relationship with us is built on trust, respect and open communication. We understand that everyone is in business to succeed, no matter what type of business you own. When you have a question or concern about any of our services, please ask us.

Privacy and confidentiality

We are committed to respecting your confidentiality. We will maintain the highest standards of confidentiality, releasing information only with your express and written permission, unless otherwise required or permitted by law.

In committing to Privacy and Confidentiality of your information, we are guided by stringent government legislation, regulation and directed to ensure we have the necessary processes and policies in place. If you need more information, please ask for our brochure "The Scotiabank Group & You – A Question of Privacy".

Credit process

We're committed to a simpler credit process by:

- **Making it easier.** Scotiabank is continually looking for ways to make getting credit easier for you and to present our mutual agreements in plain language. We'll also give you information on how to apply, what the requirements are, and tell you approximately how long you can expect to wait for a decision.
- **Putting it in writing.** When your credit application is approved, we'll spell out the terms and conditions of your finances in writing. You'll know exactly how our relationship works and who is responsible for what.
- **Discussing alternatives.** If we can't approve your credit application, we'll tell you why. More importantly, we'll work with you to find ways to make your proposal work. Failing this, we'll direct you, where appropriate, to other sources of financing that may suit you better.
- **Evaluating change in circumstances together.** At times, a change in your circumstances may affect our credit relationship with you. Please be assured that we're always open to discussing alternatives – and you will be provided with at least 15 days' notice of any changes to the terms and conditions of your business credit arrangement.

If you have any concerns or questions that require review of your account(s), request a copy of our "Resolving Your Complaint" brochure, which is available in every Scotiabank branch.

Complaint Resolution

Step One:

Talk to the people at your Branch or Service Centre.

If the person you speak to at the branch/service centre where you do business is not able to resolve your concern to your satisfaction, please speak directly to the Manager, who has the authority to resolve the majority of problems that arise.

Step Two:

Contact the Office of the President.

If the Manager has been unable to resolve your complaint satisfactorily, a representative of the President will be pleased to assist you.

- Telephone English 1-877-700-0043 (in Toronto 416-933-1700)
 French 1-877-700-0044 (in Toronto 416-933-1780)
- Fax **1-877-700-0045** (in Toronto **416-933-1777**)
- e-mail mail.president@scotiabank.com
- Mail The President, Scotiabank,
 44 King Street West
 Toronto, ON M5H 1H1

Step Three:

Contact Scotiabank's Ombudsman.

Scotiabank's Ombudsman, who reports directly to our CEO, has been appointed to undertake an impartial review of all unresolved customer complaints. If you have gone through the first two steps and remain dissatisfied, submit your complaint to the Ombudsman in writing.

- Mail Scotiabank Ombudsman
 44 King Street West
 Toronto, ON M5H 1H1
- Fax **1-866-787-7061**
- e-mail ombudsman@scotiabank.com
- Telephone 1-800-785-8772 (in Toronto 416-933-3299)

Still not satisfied?

You may contact an External Complaints Body for banking complaints; ADR Chambers Banking Ombudsman (ADRBO)

ADRBO has been appointed to undertake an impartial review of unresolved banking complaints.

If you are not satisfied with our Ombudsman's response, you can refer your complaint to the ADRBO. While we would expect to resolve your complaint within 90 days, if our best efforts have been unable to provide a resolution in that time, you may refer your complaint to the ADRBO.

- e-mail contact@bankingombuds.ca
- Mail ADR Chambers Banking Ombudsman
 P.O. Box 1006
 31 Adelaide St. E.
 Toronto, Ontario M5C 2K4
- Telephone 1-800-941-3655
- Fax: 1-877-803-5127

Contacting the Financial Consumer Agency of Canada (FCAC):

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. For example, financial institutions must provide consumers with information about fees, interest rates and complaint-handling procedures. They must also provide proper notice of closing a branch and, subject to certain conditions, must cash a federal government cheque up to \$1,500 and open a deposit account when acceptable identification is presented. If you have a complaint about such a regulatory matter, you can contact the FCAC in writing.

Financial Consumer Agency of Canada
6th Floor, Enterprise Building
427 Laurier Avenue West, Ottawa, Ontario K1R 1B9

By telephone at 1-866-461-3222 (French 1-866-461-2232)
or through its website at www.fcac-acfc.gc.ca

Scotiabank Privacy Agreement

Your privacy is important to Scotiabank. This Agreement sets out the information practices for Scotiabank in Canada, including what type of information is collected, how the information is used, and with whom the information is shared.

This Agreement may be amended from time to time. (See “Further Information”, below, for an explanation of how we will advise you of any future changes.)

In this Agreement, “we”, “our”, “us” and “Scotiabank” mean The Bank of Nova Scotia and any of its affiliates, subsidiaries, programs or joint ventures they participate in, with respect to their operations enterprise-wide¹. Scotiabank includes companies engaged in the following services to the public: deposits, loans and other personal financial services; credit, charge, debit and payment card services; full service and discount brokerage services; mortgage loans; trust and custodial services; insurance services; investment management and financial planning services; and mutual funds investment services; and services related to the above such as loyalty programs. “You” and “your” mean an individual who has made application to us for, enrolled in or signed an application in respect of any personal or business banking, insurance, brokerage or financial product or service offered by us (“Service”), including any co-applicants, guarantors, personal representatives, or an individual who participates in a Scotiabank contest, survey, event or has otherwise provided personal information to us.

Collecting, using and disclosing your information

When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, or when you participate in any contest, survey, event or otherwise provide us your personal information, you agree that we may collect your personal information from you and third party sources. Examples of information collected may include:

- Your name, address, telephone number, nature of your principal business or occupation and date of birth, all of which may be required by law;
- Identification, such as a valid driver’s license or passport. We may also ask for documents such as a recent utility bill to verify your name and address;
- Your education, annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history, account activity and how you intend to use the account or Service and the source of any incoming funds or assets;
- Information we may need in order to provide you with a Service such as health information if you are applying for certain insurance products. In some instances, providing this information is optional;
- Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law; and
- Information about beneficial owners, intermediaries and other parties, which is required by law.

For legal entities such as businesses, partnerships, trusts, estates, clubs or other organizations, we may collect the information referred to above from each authorized person, signatory, partner, trustee, executor and club member, as appropriate.

In addition, when you apply for, enroll in or use a Service, or participate in any contest, survey or event via a digital channel (such as online or mobile banking), we may collect information about your computer or device, operating system, internet connection or telephone account, settings, IP address and device locational data, browser information, and transaction data, as well as personal information as described above. We may collect, use, disclose and retain this information for the purposes described below, as well as to determine which settings are appropriate for your computer system, to provide or enhance digital functionality and banking options, and for security purposes, internal analysis and reporting. You may withhold consent to the collection, use and disclosure of this information, although in some cases this may prevent you from using the digital channel to apply for or use a Service or to communicate with us, or may reduce the functionality of that channel.

Scotiabank or its service providers may also use various web tools including Cookies (please see our Cookies Policy), Web Beacons and Tagging on our websites and advertisements to evaluate and improve our websites and other electronic offerings, tailor our services, enhance our customer experience and communicate with you regarding products and services that may be of interest.

- **Tagging** is a customized code on our websites that provide the ability to monitor user activity on Scotiabank websites. This software can be used to capture user activity to be used by us or a third party for analysis so that we can understand and enhance our user experience and provide further security controls.
- **Web Beacons** are small images embedded in our websites that, when combined with Cookies, help provide us with information about the use and effectiveness of our website.

We may collect your personal information, and use it, and disclose it to any person or organization, including any member of Scotiabank, for the following purposes:

- To confirm your identity;
- To understand your needs;
- To determine the suitability of our Services for you;
- To determine your eligibility for our Services;
- To set up, manage and offer Services that meet your needs;
- To provide you with ongoing Service;
- To provide you with various options for applying for and accessing Services;
- To satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organizations to which we belong;
- To help us collect a debt or enforce an obligation owed to us by you;

- To respond to a local or foreign court order, search warrant or other demand or request which we believe to be valid, or to comply with the rules of production of a local or foreign court;
- To manage and assess our risks;
- To investigate and adjudicate insurance claims, other claims or complaints; and
- To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

1. When we collect your health information for the purpose of providing an insurance Service, we will use that information strictly for that purpose. (See below for more information.) We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf and to assist us with various services such as printing, postal and electronic mail distribution and marketing (including by telephone and electronic means), and you acknowledge that we may release information about you to them. Some of our service providers are located outside of Canada. In addition, we may use personal information in Scotiabank locations outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the laws of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank privacy policies and practices.

2. We may collect, use and disclose your Social Insurance Number (SIN), as well as other information, for income tax reporting purposes and to fulfil other regulatory requirements, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.

3. We may verify relevant information you give us with your employer or your references and you authorize any person whom we contact in this regard to provide such information to us. If you apply for or enroll in a Service and during the time you have the Service, we may consult various financial service industry databases, third parties (such as the Bank Crime Prevention and Investigation Office of the Canadian Bankers Association and the Investigative Services Division of the Insurance Bureau of Canada), or private investigative bodies maintained in relation to the type of Service you have applied for, enrolled in or have. You also authorize us to release information about you to these databases and investigative bodies.

4. You agree that we may monitor, record, and retain any telephone call or electronic communication we have with you. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained. Records of calls and electronic communications are destroyed when they are no

longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.

5. Scotiabank may use video surveillance in and around our branches, bank machines and other locations for the purpose of safeguarding our clients and employees and protecting against theft, fraud and vandalism. Any video images recorded are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.

6. If you have a Service with us, we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities.

7. We may give information (except health information) about you to other members of Scotiabank (where the law allows this) so that these companies may communicate with you directly about their products and services. This consent will also apply to any companies that form a part of Scotiabank in the future. You also agree that we may provide you with information about or from third parties we select. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).

8. We may ask you for contact information such as your telephone, mobile or fax number or email address, and keep and use this information as well as disclose it to other members of Scotiabank so that we or any of these companies may contact you directly through these channels for the purpose of marketing, including telemarketing. This consent will also apply to any companies that form a part of Scotiabank in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).

9. If we sell a company or a portion of the business or assets of a Scotiabank company, we may release the information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided and to use it in a manner that is consistent with Scotiabank privacy policies and practices.

10. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a customer.

11. You agree that all information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

Refusing or withdrawing consent

Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of your information at any time in the future by giving us reasonable notice. However, depending on the circumstances, withdrawal of your consent may prevent us from providing you, or continuing to provide you, with some Services, means of

access to Services, or information that may be of value to you.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the provision of the Services or required by our regulators, including self-regulatory organizations. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of Scotiabank. If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing or by calling us toll-free.

Scotiabank	1-800-4SCOTIA
ScotiaMcLeod, Scotiatrust and Private Investment Counsel	1-866-437-4990
ScotiaLife Financial	1-800-387-9844
Scotia iTRADE®	1-888-872-3388

In addition, if you apply for, accept, or guarantee, a line of credit, term loan, mortgage or other credit account with us

When you apply for, accept, or guarantee a loan or credit facility or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with others including credit bureaus, mortgage insurers, creditor insurers, reinsurers, registries, other companies in Scotiabank and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. We may do this throughout the relationship we have with you. You also authorize any person whom we contact in this regard to provide such information to us.

If you have a Service with us such as a banking card, credit card or line of credit product with an access card, you agree that we may give information (except health information) about you to electronic payment service providers, credit or charge card associations, loyalty program partners and their employees and agents for the purpose of processing, authorizing and authenticating your transactions (as the case may be), providing you with customer assistance services and for other purposes related to your services. We may also give this information in respect of your participation in contests and promotions administered by the electronic payment service providers, credit or charge card associations and loyalty program partners on our behalf.

If you have a mortgage account with us, we may give information about you, including credit information, to mortgage insurers for any purpose related to mortgage insurance. Information

retained by Canada Mortgage Housing Corporation will be subject to federal access to information and privacy legislation.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after the loan or credit facility has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.

In addition, if you accept an insurance Service with us

When you apply for, enroll in or sign an application in respect of or accept an insurance Service from us, we may use, give to, obtain, verify, share and exchange information about you with others including references you have provided, from hospitals and health practitioners, from government health insurance plans, from other insurers, from medical information and insurance service bureaus, from law enforcement representatives, from private investigators, and from other groups or companies where collection is necessary to underwrite or otherwise administer the Service requested, including the assessment of claims. You also authorize any person whom we contact in this regard to provide such information to us.

If you accept an insurance Service with us, or if an insurance Service is issued on your life, you may only withdraw your consent as noted above so long as the consent does not relate to underwriting or claims where Scotiabank must collect and report information to insurance service bureaus after the application has been underwritten or the claim has been adjudicated. This is necessary to maintain the integrity of the underwriting and claims systems.

Accessing your information

Subject to legal, regulatory and contractual requirements, you can request to access the personal information we hold about you. Much of this information is already accessible by you, for example: through your account statements or bankbook updates; by visiting the branch or office where you regularly do business; by accessing your account online; or through the Customer Contact Centre. However, if you need access to any other information, you must direct your request in writing to the President's Office (see contact details below under "Further information").

In order to process your request, we may ask you for specific details, such as branch and account number, and clarification on the specific information or time period you are requesting access to. Once your identity has been verified and the scope of your request confirmed, within 30 days we will provide you with access to your information, except where prohibited by law. If necessary, we will notify you that we require an extension beyond the 30 day period.

Scotiabank may charge you a nominal access fee depending on the nature of your request. We will advise you of the fee, if any, prior to proceeding with your request.

If you have a sensory disability, you may request that your information be made available in an alternative format.

Further information

You acknowledge that we may amend this Agreement from time to time to take into consideration changes in legislation, technology or other issues that may arise. We will post the revised Agreement on our website and make it available at our branches or we may also send it to you by mail. We may also notify you of any changes to this Agreement in any of the following ways:

- A notice prominently displayed at all Scotiabank ATMs;
- An announcement through the VoiceResponseUnit (VRU) or a digital channel such as a mobile app;
- A notice on the Scotiabank website or your Scotia OnLine portal;
- A notice in our branches; or
- A notice in your monthly statement.

Your continued use of the account or Service following such change means that you agree to and accept the new terms and conditions of the Agreement as amended. If you do not agree with any of the changes made or with the new terms of the Agreement, you must immediately stop using the account or Services and notify us that you are closing your account or terminating your Service with us.

If you have a general question about Scotiabank's privacy policies, please contact the branch or office you deal with or call us toll free at 1-800-472-6842. If your branch or office is not able to resolve your concern to your satisfaction, contact the President's Office:

Telephone: 1-877-700-0043
Fax: 1-877-700-0045
Email: mail.president@scotiabank.com
Letter: The President, Scotiabank
44 King Street West
Toronto ON M5H 1H1

Our Privacy Code and Cookies Policy are available to the public on www.scotiabank.com. The Privacy Code and Cookies Policy both form part of the Scotiabank Privacy Agreement

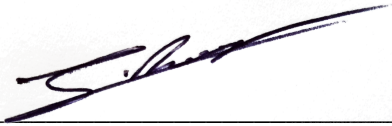
¹ For a list of Scotiabank's principal affiliates and subsidiaries enterprise-wide, please refer to the most recent Annual Report available on the Scotiabank website at www.scotiabank.com.



- ◊ Registered trademarks of The Bank of Nova Scotia.
- ™ Trademarks of The Bank of Nova Scotia.
- * Visa Int. / Licensed User.
- † *Interac*, the *Interac* logo and *Interac Flash* are all trademarks of *Interac* Inc. Used under license.
- ▲ ScotiaMcLeod and Scotia iTrade are divisions of Scotia Capital Inc. Member CIPF.
- ®* Registered trademark of General Motors LLC. The Bank of Nova Scotia is an authorized user of General Motors LLC marks for the GM Card program.



This is **Exhibit “G”** referred to in the
affidavit of **Judy Vielle**, sworn before me
this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a light grey rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

In this form, *you and your* mean the business customer and *we, our, us* and *the Bank* mean Scotiabank, The Bank of Nova Scotia

This Credit Agreement, together with the Credit Agreement section of the Business Banking Services Agreement, all certifications and consents provided in any application for any banking services, and any schedules attached hereto, is the complete agreement between you and the Bank for the loans described here. Security for all loans is set out under the heading "Security".

Business Customer Information

 Date (mm/dd/yyyy)
02/03/2022

Business Customer's Full Legal Name (Name of Individual Unless a Registered Partnership or Corporation) RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION			
Trading As			
Main Business Address 1003 QUEEN ST E, UNIT 1	City or Town TORONTO	Province ON	Postal Code M4M1K3
Deposit Account Number	Branch 78816 - HEALTH CARE PROFESSIONAL BANKING CENTR 40 KING STREET WEST, 1ST MEZZANINE NORTH TORONTO, ON M5H 1H1		

Your Loans With Us Credit Line

The completed sections describe the loan or loans you requested and we approved.

Limit	Interest Prime plus	
Application Fee	Monthly Account Fee	Monthly Monitoring Fee

Your Credit Line must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Credit Line must be paid on demand.

Overdraft Protection

Limit	Annual Interest	Monthly Availment Fee \$
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Your Overdraft Protection credit must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Overdraft Protection credit must be paid on demand.

Scotiabank[®] for business VISA[®] Card

Limit	Interest Prime plus	Monthly Payment/Option <input type="checkbox"/> 3% <input type="checkbox"/> 2% <input type="checkbox"/> Interest Only
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Your Scotiabank for business VISA card must be paid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your Scotiabank for business VISA card.

Scotiabank VISA[®] Business Card

Limit

Your Scotiabank VISA Business Card must be paid as set out in the Scotiabank VISA Business Card Agreement which is provided to you prior to program implementation.

Credit Card for business

Credit Card	Limit
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Your card must be paid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your Credit card.

Term Loan
Is the loan guaranteed under the Canada Small Business Financing Act (CSBFA) or the Canadian Agriculture Loans Act (CALA)?

- Yes** If Yes, you confirm that you make the declarations in section 10 of the Credit Agreement contained within the Business Banking Services Agreement and that they are true and correct.
- No** Business Banking Services Agreement and that they are true and correct.

Amount of Loan \$624,144	Term of Loan 60 months	Amortization 122 months	Government Registration/Application Fee
Purpose of Loan CHANGE OF TERMS			

Advance Arrangement

CHANGE OF TERMS

Principal Repayment Arrangements for your Term Loan

You will make your first payment on (mm/dd/yyyy) 05/28/2022	Approved interest only period months
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Check and complete one of the three options below.

- Floating rate, principal payments plus variable rate interest payments.

Interest Prime plus minus 0.25%	Principal Payment \$5,116	Principal Payment Frequency Monthly
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- Fixed rate, blended payments of interest and principal.

Interest %	Payment Amount \$	Final Payment \$	Payment Frequency
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- Fixed rate, principal plus variable interest payments.

Interest %	Principal Payment \$	Final Payment \$	Principal Payment Frequency
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Other Fees

These fees do not apply for CSBFA or CALA loans.

Fee Type	Payment	Payment Frequency
Fee Type	Payment	Payment Frequency

Amendments to a Previous Agreement

If this agreement amends a previous agreement, complete the following. This Credit Agreement amends the previous Customer or Credit Agreement dated but does not create a new loan.

(mm/dd/yyyy)

Other Conditions

Please initial if there is a Schedule of Conditions and Reporting Requirements for your loan attached to this Credit Agreement. Your initial is your agreement to be bound by the terms of this schedule.

R.H.



Security

Please read and initial the completed sections for the property you are granting to the Bank as security for your obligations under this Credit Agreement and the Credit Agreement section of the Business Banking Services Agreement. Your initials confirm that you are hereby granting the mortgage, security interest, assignment and hypothec outlined in section 12 of the Credit Agreement section of the Business Banking Services Agreement on the property described beside your initials (notwithstanding any limitations contained in any Application(s) - Banking Services for business). If any of the property is located in Quebec, the mortgage and security includes a hypothec for an amount equal to 150 percent of the aggregate of the initial limits described in the first page hereof.

R.H.



Initials
N/A

General Security All present property and property acquired in the future, including inventory, furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools, vehicles, intangible personal property, securities, documents of title, instruments, chattel paper, money and accounts receivable.

Equipment or Goods Equipment or goods include furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools and vehicles, but not inventory. Attach a schedule if you need more room to describe your equipment or goods.

Description	Serial Number	Value \$
Description	Serial Number	Value \$
Description	Serial Number	Value \$

Initials
N/A

Leaseholds Leasehold improvements, as specifically described.

Description	Value \$
Legal Description of Premises	Value \$

R.H.



Initials
N/A

Other Security Other property, specified below

Type	Particulars
Business Creditor Life Insurance	SBLP or Assignment of Life Insurance on the life of Ramzi Hindieh for \$866,000 (Held)
Type	Particulars
Type	Particulars

Initials
N/A

Other Agreements You must provide the following other agreements to the Bank.

Type	Particulars
Type	Particulars
Type	Particulars
Type	Particulars

Initials
N/A

Third Party Security You must make sure that the following security from other persons is provided to the Bank. Third party guarantors and corporate guarantors must sign the Bank's standard guarantee form.

Type	Particulars
Type	Particulars
Type	Particulars

Personal Guarantees

By signing this Credit Agreement, the guarantor agrees to be bound by this agreement and the Credit Agreement section of the Business Banking Services Agreement, and is responsible for the repayment of the customer's obligations to the Bank, to the amount noted below. The guarantor also acknowledges having received and read the Business Banking Services Agreement, in particular, the section of the Credit Agreement, which outlines the guarantor's obligations.

Guarantor Name RAMZI HINDIEH	Guarantee Amount Unlimited.
Guarantor Signature <i>E-SIGNED by Ramzi Hindieh on 2022-02-28 01:39:21 GMT</i>	Witness
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness

Signatures

- By signing below, you agree that this Credit Agreement for business:
- is a binding agreement and incorporates the Credit Agreement section of the Business Banking Services Agreement.
- Your signature also confirms that:
- you will provide us with evidence of insurance for your property granted as security with loss payable to the Bank.
 - you have received a copy of the Business Banking Services Agreement and you have read and understood the Credit Agreement section before signing this Credit Agreement.
 - you have received a copy of the Scotiabank Group Privacy Agreement
 - you and the Bank require that this agreement and all related documents be drawn up and executed only in English.
- Les parties conviennent et exigent expressément que ce contrat et tous documents et avis émis en vertu de celui-ci ou s'y rattachant soient rédigés en anglais.
- you are aware of the information disclosure authorized by the Credit Agreement section of the Business Banking Services Agreement and the applicable loan request or credit application.

DATE RECEIVED
.....
RECORDED
APPROVED
E.O.
AUDITOR

Customer - Individual

Signature	Witness

Partnership or Corporation

Business Name RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION			
Signature <i>E-SIGNED by Ramzi Hindieh on 2022-02-28 01:39:23 GMT</i>	Title Director	Signature	Title

The Bank of Nova Scotia Per (Authorized Signing Officer) *[Signature]*

This is **Exhibit “H”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

Credit Agreement for business

In this form, *you* and *your* mean the business customer and *we*, *our*, *us* and *the Bank* mean Scotiabank, The Bank of Nova Scotia

This Credit Agreement, together with the Credit Agreement section of the Business Banking Services Agreement, all certifications and consents provided in any application for any banking services, and any schedules attached hereto, is the complete agreement between you and the Bank for the loans described here. Security for all loans is set out under the heading "Security".

Business Customer Information

Date (mm/dd/yyyy)
03/09/2020

Business Customer's Full Legal Name (Name of Individual Unless a Registered Partnership or Corporation) RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION			
Trading As			
Main Business Address 1003 QUEEN ST E UNIT 1	City or Town TORONTO	Province ON	Postal Code M4M1K3
Deposit Account Number	Branch 78816 - HEALTH CARE PROFESSIONAL BANKING CENTR 40 KING STREET WEST, 1ST MEZZANINE NORTH TORONTO, ON M5H 1H1		

Your Loans With Us Credit Line

The completed sections describe the loan or loans you requested and we approved.

Limit	Interest Prime plus	
Application Fee	Monthly Account Fee	Monthly Monitoring Fee

Your Credit Line must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Credit Line must be paid on demand.

Overdraft Protection

Limit	Interest Prime plus	Monthly Availment Fee \$
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Your Overdraft Protection credit must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Overdraft Protection credit must be paid on demand.

ScotiaLine® for business VISA* Card

Limit	Interest Prime plus	Monthly Payment/Option <input type="checkbox"/> 3% <input type="checkbox"/> 2% <input type="checkbox"/> Interest Only
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Your ScotiaLine for business VISA card must be paid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your ScotiaLine for business VISA card.

Scotiabank VISA* Business Card

Limit

Your Scotiabank VISA Business Card must be paid as set out in the Scotiabank VISA Business Card Agreement which is provided to you prior to program implementation.

Credit Card for business

Credit Card Scotiabank Passport Visa Infinite Business Card	Limit \$20,000
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Your card must be paid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your Credit card.

Term Loan

Is the loan guaranteed under the Canada Small Business Financing Act (CSBFA) or the Canadian Agriculture Loans Act (CALA)?

- Yes** If Yes, you confirm that you make the declarations in section 10 of the Credit Agreement contained within the Business Banking Services Agreement and that they are true and correct.
 No

Amount of Loan	Term of Loan months	Amortization months	Government Registration/Application Fee
Purpose of Loan			

Advance Arrangement

Principal Repayment Arrangements for your Term Loan

You will make your first principal payment on (mm/dd/yyyy)	Approved interest only period months
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Check and complete one of the three options below.

- Floating rate, principal payments plus variable rate interest payments.

Interest Prime plus	Principal Payment \$	Principal Payment Frequency
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- Fixed rate, blended payments of interest and principal.

Interest %	Payment Amount \$	Final Payment \$	Payment Frequency
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- Fixed rate, principal plus variable interest payments.

Interest %	Principal Payment \$	Final Payment \$	Principal Payment Frequency
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Other Fees

These fees do not apply for CSBFA or CALA loans.

Fee Type	Payment	Payment Frequency
Fee Type	Payment	Payment Frequency

Amendments to a Previous Agreement

If this agreement amends a previous agreement, complete the following.
 This Credit Agreement amends the previous Customer or Credit Agreement dated but does not create a new loan.

(mm/dd/yyyy)

Other Conditions

Initials Please initial if there is a Schedule of Conditions and Reporting Requirements for your loan attached to this Credit Agreement. Your initial is your agreement to be bound by the terms of this schedule.

[Handwritten Initials]

Initials
[Handwritten Initials]

Security

Please read and initial the completed sections for the property you are granting to the Bank as security for your obligations under this Credit Agreement and the Credit Agreement section of the Business Banking Services Agreement. Your initials confirm that you are hereby granting the mortgage, security interest, assignment and hypothec outlined in section 12 of the Credit Agreement section of the Business Banking Services Agreement on the property described beside your initials (notwithstanding any limitations contained in any Application(s) - Banking Services *for business*). If any of the property is located in Quebec, the mortgage and security includes a hypothec for an amount equal to 150 percent of the aggregate of the initial limits described in the first page hereof.

General Security All present property and property acquired in the future, including inventory, furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools, vehicles, intangible personal property, securities, documents of title, instruments, chattel paper, money and accounts receivable.

Equipment or Goods Equipment or goods include furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools and vehicles, but not inventory. Attach a schedule if you need more room to describe your equipment or goods.

Initials
N/A

Description	Serial Number	Value \$
Description	Serial Number	Value \$
Description	Serial Number	Value \$

Leaseholds Leasehold improvements, as specifically described.

Initials
N/A

Description	
Legal Description of Premises	Value \$

Other Security Other property, specified below

Initials
[Signature]

Type Business Creditor Life Insurance	Particulars SBLP or Assignment of Life Insurance on the life of RAMZI HINDIEH for \$836,000
Type	Particulars
Type	Particulars

Other Agreements You must provide the following other agreements to the Bank.

Initials
N/A

Type	Particulars
Type	Particulars
Type	Particulars

Third Party Security You must make sure that the following security from other persons is provided to the Bank. Third party guarantors and corporate guarantors must sign the Bank's standard guarantee form.

Initials
N/A

Type	Particulars
Type	Particulars

Personal Guarantees

By signing this Credit Agreement, the guarantor agrees to be bound by this agreement and the Credit Agreement section of the Business Banking Services Agreement, and is responsible for the repayment of the customer's obligations to the Bank, to the amount noted below. The guarantor also acknowledges having received and read the Business Banking Services Agreement, in particular, the section of the Credit Agreement, which outlines the guarantor's obligations.

Guarantor Name RAMZI HINDIEH	Guarantee Amount Unlimited.
Guarantor Signature [Signature]	Witness [Signature]
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness

Signatures

By signing below, you agree that this Credit Agreement *for business*:

- is a binding agreement and incorporates the Credit Agreement section of the Business Banking Services Agreement.
- Your signature also confirms that:
 - you will provide us with evidence of insurance for your property granted as security with loss payable to the Bank.
 - you have received a copy of the Business Banking Services Agreement and you have read and understood the Credit Agreement section before signing this Credit Agreement.
 - you have received a copy of the Scotiabank Group Privacy Agreement
 - you and the Bank require that this agreement and all related documents be drawn up and executed only in English. Les parties conviennent et exigent expressément que ce contrat et tous documents et avis émis en vertu de celui-ci ou s'y rattachant soient rédigés en anglais.
 - you are aware of the information disclosure authorized by the Credit Agreement section of the Business Banking Services Agreement and the applicable loan request or credit application.

Customer - Individual

Signature	Witness
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Partnership or Corporation

Business Name RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION			
Signature [Signature]	Title DIRECTOR	Signature	Title

The Bank of Nova Scotia

Per (Authorized Signing Officer)
[Signature]

DATE RECEIVED
.....
RECORDED.....
APPROVED.....
E.O.
AUDITOR.....

This is **Exhibit “I”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a light grey rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

In this form, *you and your* mean the business customer and *we, our, us* and *the Bank* mean Scotiabank, The Bank of Nova Scotia

This Credit Agreement, together with the Credit Agreement section of the Business Banking Services Agreement, all certifications and consents provided in any application for any banking services, and any schedules attached hereto, is the complete agreement between you and the Bank for the loans described here. Security for all loans is set out under the heading "Security".

Business Customer Information

Date (mm/dd/yyyy)
02/03/2022

Business Customer's Full Legal Name (Name of Individual Unless a Registered Partnership or Corporation) RAMZI HINDIEH DENTISTRY PROFESSIONALCORPORATION			
Trading As			
Main Business Address 1003 QUEEN ST E, UNIT 1	City or Town TORONTO	Province ON	Postal Code M4M1K3
Deposit Account Number 788160251615	Branch 78816 - HEALTH CARE PROFESSIONAL BANKING CENTR 40 KING STREET WEST, 1ST MEZZANINE NORTH TORONTO, ON M5H 1H1		

Your Loans With Us Credit Line

The completed sections describe the loan or loans you requested and we approved.

Limit \$150,000	Interest Prime -0.25%
Application Fee	Monthly Account Fee \$25
	Monthly Monitoring Fee

Your Credit Line must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Credit Line must be paid on demand.

Overdraft Protection

Limit	Annual Interest	Monthly Availment Fee \$
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Your Overdraft Protection credit must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Overdraft Protection credit must be paid on demand.

ScotiaLine® for business VISA® Card

Limit	Interest Prime plus	Monthly Payment/Option <input type="checkbox"/> 3% <input type="checkbox"/> 2% <input type="checkbox"/> Interest Only
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Your ScotiaLine for business VISA card must be paid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your ScotiaLine for business VISA card.

Scotiabank VISA® Business Card

Limit

Your Scotiabank VISA Business Card must be paid as set out in the Scotiabank VISA Business Card Agreement which is provided to you prior to program implementation.

Credit Card for business

Credit Card	Limit
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Your card must be paid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your Credit card.

Term Loan

Is the loan guaranteed under the Canada Small Business Financing Act (CSBFA) or the Canadian Agriculture Loans Act (CALA)?

- Yes** If Yes, you confirm that you make the declarations in section 10 of the Credit Agreement contained within the Business Banking Services Agreement and that they are true and correct.
 No

Amount of Loan	Term of Loan months	Amortization months	Government Registration/Application Fee
Purpose of Loan			

Advance Arrangement

Principal Repayment Arrangements for your Term Loan

You will make your first principal payment on (mm/dd/yyyy)	Approved interest only period months
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Check and complete one of the three options below.

- Floating rate, principal payments plus variable rate interest payments.

Interest Prime plus	Principal Payment \$	Principal Payment Frequency
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- Fixed rate, blended payments of interest and principal.

Interest %	Payment Amount \$	Final Payment \$	Payment Frequency
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- Fixed rate, principal plus variable interest payments.

Interest %	Principal Payment \$	Final Payment \$	Principal Payment Frequency
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Other Fees

These fees do not apply for CSBFA or CALA loans.

Fee Type	Payment	Payment Frequency
Fee Type	Payment	Payment Frequency

Amendments to a Previous Agreement

If this agreement amends a previous agreement, complete the following. This Credit Agreement amends the previous Customer or Credit Agreement dated but does not create a new loan.

(mm/dd/yyyy)

Other Conditions

Please initial if there is a Schedule of Conditions and Reporting Requirements for your loan attached to this Credit Agreement. Your initial is your agreement to be bound by the terms of this schedule.

Initials
R.H.

Initials
R.H.

Security

Please read and initial the completed sections for the property you are granting to the Bank as security for your obligations under this Credit Agreement and the Credit Agreement section of the Business Banking Services Agreement. Your initials confirm that you are hereby granting the mortgage, security interest, assignment and hypothec outlined in section 12 of the Credit Agreement section of the Business Banking Services Agreement on the property described beside your initials (notwithstanding any limitations contained in any Application(s) - Banking Services for business). If any of the property is located in Quebec, the mortgage and security includes a hypothec for an amount equal to 150 percent of the aggregate of the initial limits described in the first page hereof.

R.H.

General Security All present property and property acquired in the future, including inventory, furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools, vehicles, intangible personal property, securities, documents of title, instruments, chattel paper, money and accounts receivable.

Equipment or Goods Equipment or goods include furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools and vehicles, but not inventory. Attach a schedule if you need more room to describe your equipment or goods.

Initials
N/A

Description	Serial Number	Value \$
Description	Serial Number	Value \$
Description	Serial Number	Value \$

Initials
N/A

Leaseholds Leasehold improvements, as specifically described.

Description	
Legal Description of Premises	Value \$

R.H.

Other Security Other property, specified below

Type Business Creditor Life Insurance	Particulars SBLP or Assignment of Life Insurance on the life of Ramzi Hindieh for \$866,000 (Held)
Type	Particulars
Type	Particulars

Initials
N/A

Other Agreements You must provide the following other agreements to the Bank.

Type	Particulars
Type	Particulars
Type	Particulars

Initials
N/A

Third Party Security You must make sure that the following security from other persons is provided to the Bank. Third party guarantors and corporate guarantors must sign the Bank's standard guarantee form.

Type	Particulars
Type	Particulars

Personal Guarantees

By signing this Credit Agreement, the guarantor agrees to be bound by this agreement and the Credit Agreement section of the Business Banking Services Agreement, and is responsible for the repayment of the customer's obligations to the Bank, to the amount noted below. The guarantor also acknowledges having received and read the Business Banking Services Agreement, in particular, the section of the Credit Agreement, which outlines the guarantor's obligations.

Guarantor Name RAMZI HINDIEH	Guarantee Amount Unlimited.
Guarantor Signature E-SIGNED by Ramzi Hindieh on 2022-02-04 22:30:26 GMT	Witness
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness

Signatures

By signing below, you agree that this Credit Agreement for business:

- is a binding agreement and incorporates the Credit Agreement section of the Business Banking Services Agreement.
- Your signature also confirms that:
 - you will provide us with evidence of insurance for your property granted as security with loss payable to the Bank.
 - you have received a copy of the Business Banking Services Agreement and you have read and understood the Credit Agreement section before signing this Credit Agreement.
 - you have received a copy of the Scotiabank Group Privacy Agreement
 - you and the Bank require that this agreement and all related documents be drawn up and executed only in English.
- Les parties conviennent et exigent expressément que ce contrat et tous documents et avis émis en vertu de celui-ci ou s'y rattachant soient rédigés en anglais.
- you are aware of the information disclosure authorized by the Credit Agreement section of the Business Banking Services Agreement and the applicable loan request or credit application.


DATE RECEIVED
.....
RECORDED
APPROVED
E.O.
AUDITOR

Customer - Individual

Signature	Witness
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Partnership or Corporation

Business Name RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION			
Signature E-SIGNED by Ramzi Hindieh on 2022-02-04 22:30:32 GMT	Title Director	Signature	Title

The Bank of Nova Scotia Per (Authorized Signing Officer) 

This Schedule of Conditions and Reporting Requirements is part of the complete agreement between you and the Bank for the loans described here.

This schedule is part of the Credit Agreement *for business* dated Feb 03 2022 between The Bank of Nova Scotia (the "Bank") and **RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION** (the "Customer"). The loans are subject to the following additional terms and conditions:

Conditions

- The Customer will provide the documents set out below—in form and substance suitable to the Bank in its sole discretion—no more than 60 days after funding and a failure to do so shall be a default event under this Credit Agreement for business.
 - Property Insurance** - Evidence of property insurance coverage for **1003 QUEEN ST E Unit 1, TORONTO ON M4M1K3** in the minimum amount of CAD **\$774,144.00** with The Bank of Nova Scotia as the 1st loss payee, for **Property of Every Descriptions** Timeline for delivery shall be:
 - Binder** - If binder is provided prior to funding, evidence of property insurance coverage is required within 60 days after funding.
 - Builder's** - If builder's risk policy is provided prior to funding, of property insurance coverage is to be provided within 60 days of earlier of (a) final advance, or (b) possession of the property by the Customer.
 - Comfort Letter** - Comfort letter required from [] confirming [].
 - Share Purchase** - Customer and/or customer's solicitor to provide proof of amalgamation of [] and [] companies.
 - Marine Mortgage** - Marine Mortgage documents for [] amounting to CAD [] with The Bank of Nova Scotia as the [] charge holder.
 - The financed Fishing/Commercial vessel is to be secured by a Marine Mortgage, (Form 7) registered in the Large Vessel Registry through the Canadian Register of Vessels, with proof of registration delivered by [].
 - For a vessel construction loan, if subsequent advances are required following the initial disbursements, prior to such subsequent advances counsel shall confirm to the Bank in writing that (a) the Bank continues to have a 1st ranking charge over the vessel and (b) the value of any insurance policy over such vessel is sufficient to cover the increased loan amount
 - Other conditions, as described below:

Initials
R.H.

® Registered trademark of The Bank of Nova Scotia

A separate letter advising the Counsel about the applicable requirements will be sent directly before funding.

- The Borrower's working capital ratio (current assets/current liabilities) shall at all times be of :1. or greater
- The ratio of Debt (including deferred taxes) to Tangible Net Worth is not to exceed : 1

"Tangible Net Worth" is defined as the sum of share capital, earned and contributed surplus and postponed funds less (i) amounts due from officers/affiliates, (ii) investment in affiliates, and (iii) intangible assets as defined by the Bank.

- During the time any obligations are owing to Bank hereunder, repayment (withdrawal) of funds owing by the Borrower to any other creditors that have been subordinated or postponed to debt owing to the Bank may be made only with the prior consent of the Bank.
- Other conditions, as described below:

-The total of dividends, shareholder loan repayments and other capital withdrawals in the current year cannot exceed profits plus depreciation without the prior written consent of the Bank

Reporting Requirements

Until all debts and liabilities under the **TERM LOAN & CREDIT LINE** have been discharged in full, upon request from the Bank you will promptly provide the following:

- Annual Financial Statements - of the most recently completed year end
- Interim Financial Statements - as of the most recently completed month end
- Summary of Personal Finances of any Guarantors
- Notice of Assessment(s) - Business and Guarantors latest year end
- Statement of Security/Borrowing Base Calculation - an aged list of accounts receivable and inventory as of the most recent month-end.
- Other reporting requirements, as described below:

Credit and Reporting Conditions:

-Annual Summary of Personal Finances form of the individual Guarantors supported by Income Tax Returns and Canada Revenue Agency Notices of Assessment confirming no taxes are owing are to be provided to the bank.

This is **Exhibit “J”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

Credit Agreement for business

In this form, *you and your* mean the business customer and *we, our, us* and *the Bank* mean Scotiabank, The Bank of Nova Scotia

This Credit Agreement, together with the Credit Agreement section of the Business Banking Services Agreement, all certifications and consents provided in any application for any banking services, and any schedules attached hereto, is the complete agreement between you and the Bank for the loans described here. Security for all loans is set out under the heading "Security".

Business Customer Information

Date (mm/dd/yyyy)
03/09/2020

Business Customer's Full Legal Name (Name of Individual Unless a Registered Partnership or Corporation) R CAPITAL INC.			
Trading As			
Main Business Address 1003 QUEEN ST E UNIT 1	City or Town TORONTO	Province ON	Postal Code M4M1K3
Deposit Account Number	Branch 78816 - HEALTH CARE PROFESSIONAL BANKING CENTR 40 KING STREET WEST, 1ST MEZZANINE NORTH TORONTO, ON M5H 1H1		

Your Loans With Us Credit Line

The completed sections describe the loan or loans you requested and we approved.

Limit	Interest Prime plus	
Application Fee	Monthly Account Fee	Monthly Monitoring Fee

Your Credit Line must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Credit Line must be paid on demand.

Overdraft Protection

Limit	Interest Prime plus	Monthly Availment Fee \$
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Your Overdraft Protection credit must be repaid as set out in the Credit Agreement section of the Business Banking Services Agreement. Your Overdraft Protection credit must be paid on demand.

ScotiaLine® for business VISA* Card

Limit	Interest Prime plus	Monthly Payment/Option <input type="checkbox"/> 3% <input type="checkbox"/> 2% <input type="checkbox"/> Interest Only
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Your ScotiaLine for business VISA card must be paid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your ScotiaLine for business VISA card.

Scotiabank VISA* Business Card

Limit

Your Scotiabank VISA Business Card must be paid as set out in the Scotiabank VISA Business Card Agreement which is provided to you prior to program implementation.

Credit Card for business

Credit Card	Limit
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Your card must be paid as set out in the Revolving Credit Agreement which will be delivered to you when you receive your Credit card.

Term Loan

Is the loan guaranteed under the Canada Small Business Financing Act (CSBFA) or the Canadian Agriculture Loans Act (CALA)?

- Yes** If Yes, you confirm that you make the declarations in section 10 of the Credit Agreement contained within the Business Banking Services Agreement and that they are true and correct.
 No

Amount of Loan \$1,235,000	Term of Loan 60 months	Amortization 300 months	Government Registration/Application Fee
Purpose of Loan Debt consolidation			

Advance Arrangement

Advances to be made against the eligible invoice approved by the Bank

Principal Repayment Arrangements for your Term Loan

You will make your first principal payment on (mm/dd/yyyy)	Approved interest only period months
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Check and complete one of the three options below.

- Floating rate, principal payments plus variable rate interest payments.

Interest Prime plus -0.25%	Principal Payment \$ 4,117	Principal Payment Frequency Monthly
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- Fixed rate, blended payments of interest and principal.

Interest %	Payment Amount \$	Final Payment \$	Payment Frequency
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- Fixed rate, principal plus variable interest payments.

Interest %	Principal Payment \$	Final Payment \$	Principal Payment Frequency
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Other Fees

These fees do not apply for CSBFA or CALA loans.

Fee Type	Payment	Payment Frequency
Fee Type	Payment	Payment Frequency

Amendments to a Previous Agreement

If this agreement amends a previous agreement, complete the following.
 This Credit Agreement amends the previous Customer or Credit Agreement dated but does not create a new loan.

(mm/dd/yyyy)

Other Conditions

Please initial if there is a Schedule of Conditions and Reporting Requirements for your loan attached to this Credit Agreement. Your initial is your agreement to be bound by the terms of this schedule.

Initials

Security

Please read and initial the completed sections for the property you are granting to the Bank as security for your obligations under this Credit Agreement and the Credit Agreement section of the Business Banking Services Agreement. Your initials confirm that you are hereby granting the mortgage, security interest, assignment and hypothec outlined in section 12 of the Credit Agreement section of the Business Banking Services Agreement on the property described beside your initials (notwithstanding any limitations contained in any Application(s) - Banking Services for business). If any of the property is located in Quebec, the mortgage and security includes a hypothec for an amount equal to 150 percent of the aggregate of the initial limits described in the first page hereof.

Initials
N/A

General Security All present property and property acquired in the future, including inventory, furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools, vehicles, intangible personal property, securities, documents of title, instruments, chattel paper, money and accounts receivable.

Equipment or Goods Equipment or goods include furniture, fixtures, office equipment, industrial equipment, manufacturing equipment, machinery, plant, tools and vehicles, but not inventory. Attach a schedule if you need more room to describe your equipment or goods.

Initials
N/A

Description	Serial Number	Value \$
Description	Serial Number	Value \$
Description	Serial Number	Value \$

Leaseholds Leasehold improvements, as specifically described.

Initials
N/A

Description	
Legal Description of Premises	Value \$

Other Security Other property, specified below

Initials
N/A

Type	Particulars
Type	Particulars
Type	Particulars

Other Agreements You must provide the following other agreements to the Bank.

Initials
[Signature]

Type Commercial RE	Particulars 1st Collateral Mortgage for \$1,300,000 over: Unit#1, 1003 Queen Street east, Toronto
Type	Particulars
Type	Particulars

Third Party Security You must make sure that the following security from other persons is provided to the Bank. Third party guarantors and corporate guarantors must sign the Bank's standard guarantee form.

Initials
[Signature]

Type Guarantee from Ramzi Hindieh Dentistry Professional Corporation	Particulars Unlimited in amount with Resolution of Directors
Type	Particulars

Personal Guarantees

By signing this Credit Agreement, the guarantor agrees to be bound by this agreement and the Credit Agreement section of the Business Banking Services Agreement, and is responsible for the repayment of the customer's obligations to the Bank, to the amount noted below. The guarantor also acknowledges having received and read the Business Banking Services Agreement, in particular, the section of the Credit Agreement, which outlines the guarantor's obligations.

Guarantor Name RAMZI HINDIEH	Guarantee Amount Unlimited.
Guarantor Signature <i>[Signature]</i>	Witness <i>[Signature]</i>
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness
Guarantor Name	Guarantee Amount
Guarantor Signature	Witness

Signatures

By signing below, you agree that this Credit Agreement for business:

- is a binding agreement and incorporates the Credit Agreement section of the Business Banking Services Agreement.
- Your signature also confirms that:
- you will provide us with evidence of insurance for your property granted as security with loss payable to the Bank.
- you have received a copy of the Business Banking Services Agreement and you have read and understood the Credit Agreement section before signing this Credit Agreement.
- you have received a copy of the Scotiabank Group Privacy Agreement
- you and the Bank require that this agreement and all related documents be drawn up and executed only in English. Les parties conviennent et exigent expressément que ce contrat et tous documents et avis émis en vertu de celui-ci ou s'y rattachant soient rédigés en anglais.
- you are aware of the information disclosure authorized by the Credit Agreement section of the Business Banking Services Agreement and the applicable loan request or credit application.

Customer - Individual

Signature	Witness
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Partnership or Corporation

Business Name R CAPITAL INC.			
Signature <i>[Signature]</i>	Title Director	Signature	Title

The Bank of Nova Scotia

Per (Authorized Signing Officer) *[Signature]*

DATE RECEIVED
.....
RECORDED.....
APPROVED.....
E.O.
AUDITOR.....

This Schedule of Conditions and Reporting Requirements is part of the complete agreement between you and the Bank for the loans described here.

This schedule is part of the Credit Agreement *for business* dated Mar 09 2020 between The Bank of Nova Scotia and R CAPITAL INC. (the "Customer"). The loans are subject to the following additional terms and conditions:

Conditions

Until all the debts and liabilities under the TERM LOAN have been discharged in full, the following conditions will apply:

- Direct advances are not to exceed the "Borrowing Base", which is defined as the aggregate of
 - % of good quality accounts receivable (excluding accounts over 90 days, off-sets and inter-company accounts);
 - % of inventory;
 less security interests or charges held by other parties and specific payables which have or may have priority over the Bank security.
 - Advances against inventory are limited to
- The aggregate of
 - % of good quality accounts receivable (excluding accounts over 90 days, off-sets and inter-company accounts);
 - % of inventory;
 is to provide full cover of/ a margin of % (delete whichever is not applicable) at all times over direct advances, security interests or charges held by other parties and specific payables which have or may have priority over the Bank security.
 - The maximum inventory allocation is
- Working capital is to be maintained at all times in excess of
- Tangible Net Worth (TNW) is to be maintained in excess of at all times. TNW is defined as the sum of share capital, earned and contributed surplus and postponed funds less (i) amounts due from officers/affiliates, (ii) investment in affiliates, and (iii) intangible assets as defined by the Bank.
- The ratio of Debt (including deferred taxes) to Tangible Net Worth is not to exceed : 1
- Other conditions, as described below:

The total of dividends, shareholder loan repayments and other capital withdrawals in the current year cannot exceed profits plus depreciation without the prior written consent of the Bank

Reporting Requirements

Until all debts and liabilities under the TERM LOAN have been discharged in full, you will provide the Bank with the following:

- Annual Financial Statements - audited/ prepared* within days of your fiscal year end.
- Interim Financial Statements - monthly/ quarterly* within days of period end.
- Statement of Security/Borrowing Base Calculation - monthly/ quarterly* within days of period end. * delete one
- Other reporting requirements, as described below:

Annual Personal Statement of Affairs of the individual Guarantors supported by Income Tax Returns and Canada Revenue Agency Notices of Assessment confirming no taxes are owing are to be provided to the bank. from OFI.

Initials


This is **Exhibit “K”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

PURULATOR
APR 14 2020



CHARGE/MORTGAGE/HYPOTHEC
SOLICITOR'S/NOTARY'S REPORT AND OPINION ON TITLE

Solicitor's/Notary's Ref. No. 10852-2020

TO: THE BANK OF NOVA SCOTIA

RE:	Mortgagor(s)/Registered Owner(s) R Capital Inc.
	Civic Address of Property / Fishing Vessel Name 1003 Queen street East, Unit 1, Toronto, Ontario, M4M 1K3
	Short Legal Description of Property / Fishing Vessel Unit 1, Level 1, Unit 2, Level 1, Unit 9, Level A, T.S.C.P No. 2569; City of Toronto

The undersigned hereby certifies as follows:

- i) All terms and conditions as set out in your requisition letter to us, have been fulfilled and, where required, supporting documentation has been obtained.
- ii) The mortgagor(s) has (have) a good and marketable title to the mortgaged lands / equipment / fishing vessel;
- iii) A valid and legally binding 1st charge, mortgage or hypothec (the Mortgage) of the mortgaged lands / equipment / fishing vessel on the form enclosed with your requisition letter, has been duly executed and delivered and registered wherever required by law over the lands / equipment / fishing vessel described in the Mortgage;
- iv) There are no mortgages, hypothecs or other encumbrances (including executions) registered against the mortgaged lands / equipment / fishing vessel (other than minor defects which do not negatively affect the marketability of the mortgaged lands / equipment/ fishing vessel) except for the following:

	Original Principal Amount	Mortgagee
First Mortgage	\$ 1,300,000.00	The Bank of Nova Scotia
Second Mortgage	\$	
Other		

- Enclosures
- Duplicate registered Charge, Mortgage or Hypothec (Que.). In addition, for electronic registration jurisdictions, original signed copy of mortgagor's consent and agreement to the electronic charge and any acknowledgment and direction required by applicable law society.
 - Tax Certificate
 - Certified copy of Insurance Policies (if required)
 - Certificate(s) of Independent Legal Advice (if required)
 - Survey (if required)
 - Other (specify): Title Insurance Policy - Lender, Direction re Funds, Acknowledgment re SCT.

Date April 9, 2020	Name Michael Kutner	Signature x
Name of Firm Kutner Law LLP		
Address 307-50 Acadia Avenue, Markham, Ontario, L3R 0B3		

Properties

PIN 76569 - 0001 *LT* *Interest/Estate* Fee Simple
Description UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2569 AND ITS APPURTENANT INTEREST; CITY OF TORONTO
Address 1 UNIT
 1003 QUEEN STREET EAST
 TORONTO

PIN 76569 - 0002 *LT* *Interest/Estate* Fee Simple
Description UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2569 AND ITS APPURTENANT INTEREST; CITY OF TORONTO
Address 1003 QUEEN STREET EAST
 TORONTO

PIN 76569 - 0026 *LT* *Interest/Estate* Fee Simple
Description UNIT 9, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2569 AND ITS APPURTENANT INTEREST; CITY OF TORONTO
Address 1003 QUEEN STREET EAST
 TORONTO

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name R CAPITAL INC.
Address for Service 1-1003 Queen Street East
 Toronto, Ontario
 M4M 1K3

I, Ramzi Hindieh, Authorized Signing Officer, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity *Share*

Name THE BANK OF NOVA SCOTIA
Address for Service 4715 Tahoe Boulevard
 Mississauga, Ontario
 L4W 0B4

Provisions

Principal \$1,300,000.00 *Currency* CDN
Calculation Period
Balance Due Date
Interest Rate Prime plus 6% per annum
Payments
Interest Adjustment Date
Payment Date Payable on demand
First Payment Date
Last Payment Date
Standard Charge Terms 200012
Insurance Amount See standard charge terms
Guarantor

Additional Provisions

By signing this document, you are agreeing to the terms set out on this page, in any attached Schedule, and in our Standard Charge Terms, No 200012. Although this document is a charge under the Land Registration Reform Act, it is referred to as a mortgage in any attached Schedule and in our standard Charge Terms.

By signing this document, you are agreeing that the property described herein shall remain free and clear of all encumbrances, liens, mortgages, charges, security interests, and other financial agreement of any kind subordinate to our interest in the property except those approved in writing by us throughout the term of this document and any renewal or renewals thereof and any such encumbrances which may arise without our express consent will be immediately discharged by you.

Signed By

Michael David Kutner 50 Acadia Avenue Suite 307 acting for Signed 2020 04 03
Markham
L3R 0B3
Chargor(s)

Tel 905-479-2524

Fax 905-479-2539

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

KUTNER LAW LLP 50 Acadia Avenue Suite 307 2020 04 03
Markham
L3R 0B3

Tel 905-479-2524

Fax 905-479-2539

Fees/Taxes/Payment

Statutory Registration Fee \$65.05

Total Paid \$65.05

File Number

Chargor Client File Number : 10852-2020

ACKNOWLEDGEMENT AND DIRECTION

TO: Michael Kutner
(Insert lawyer's name)

AND TO: KUTNER LAW LLP
(Insert firm name)

RE: R Capital Inc. 1st charge in favour of The Bank of Nova Scotia. re: 1003 Queen Street East, Unit 1. Toronto. ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

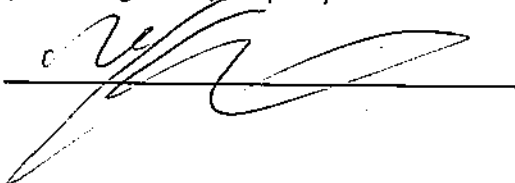
The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Markham, this 20 day of March, 2020.

WITNESS

(As to all signatures, if required)



R Capital Inc.


Per: _____
Name: Ramzi Hindieh
Title: Authorized Signing Officer

I have authority to bind the corporation

**STEWART TITLE GUARANTY COMPANY
COMMERCIAL TITLE INSURANCE POLICY
SCHEDULE A**

Stewart Title® Guaranty Company
200 Bay Street, Suite 2600
Toronto, Ontario, M5J 2J2

(416) 307 3300
(888) 667-5151
(416) 307 3305 fax

File No. 7279182
Lawyer File No.

Loan Form (\$0-\$50 Million)	Policy Number:	M-7762 205999
Mortgage Reference Number:	N/A	Amount of Insurance: \$1,300,000.00
Date of Policy:	March 23, 2020	Transaction Premium: \$1,225.80

1. Name of Insured:

The Bank of Nova Scotia

2. The estate or interest in the land which is covered by this policy:

Fee Simple

3. Title to the estate or interest in the land is vested in:

R Capital Inc.

4. The insured mortgage and assignments thereof, if any, are described as follows:

First Mortgage in Favour of The Bank of Nova Scotia securing the principal sum of \$1,300,000.00.

5. The land referred to in this Policy is described as follows (including all easements and rights of way benefiting the subject property):

Municipal Address: 1 - 1003 Queen Street East, Toronto, Ontario

Legal Description: Firstly: Unit 1, Level 1, Toronto Standard Condominium Plan Number 2569, together with its appurtenant common interest; City of Toronto, PIN 76569-0001 (LT)
Secondly: Unit 2, Level 1, Toronto Standard Condominium Plan Number 2569, together with its appurtenant common interest; City of Toronto, PIN 76569-0002 (LT)
Thirdly: Unit 9, Level A, Toronto Standard Condominium Plan Number 2569, together with its appurtenant common interest; City of Toronto, PIN 76569-0026 (LT)

This Policy valid only if Schedule B is attached

**STEWART TITLE GUARANTY COMPANY
COMMERCIAL TITLE INSURANCE POLICY
SCHEDULE B**

Stewart Title® Guaranty Company
200 Bay Street, Suite 2600
Toronto, Ontario, M5J 2J2

(416) 307 3300
(888) 667-5151
(416) 307 3305 fax

File No. 7279182
Lawyer File No.

Loan Form (\$0-\$50 Million)

Policy Number:

M-7762 205999

This policy does not insure against loss or damage (and the Company will not pay costs, legal fees, or expenses) which arise by reason of:

1. Taxes not yet due and payable.
2. Reservations, exceptions, limitations, provisos, and restrictions contained in the letters patent or the original grant from the crown, unpatented mining claims, environmental concerns or matters of any kind, and any Indigenous or First Nation claim affecting the Land.
3. Any unregistered leases, terms contained therein, and amendments thereto.
4. Terms, conditions, agreements, covenants, restrictions, obligations, reservations, and easements created by or contained in the condominium declaration for the Land, including the by-laws, rules and regulations attached thereto, as same may be (further) amended.

Think!nsure Ltd.

11 Allstate Parkway, Suite 206
Markham, Ontario L3R 9T8
Telephone : (905) 415-8800 Fax : (905) 415-8875

March 19, 2020

LESLIEVILLE PROSTHODONTICS & R. CAPITAL INC. AND RAMZI HINDIEH
1003 QUEEN STREET EAST
TORONTO, ONTARIO
M4M 1K3

RE: Binder of Insurance

Dear Ramzi:

This letter will confirm that we have bound coverage on your commercial condo unit and your office contents, liability with SGI Canada effective March 19, 2020. The binder number is BIND69362.

This policy insures your unit improvements in the amount of \$ 300,000 and your business contents are insured for \$ 275,000 on a Broad Form (including fire). Your commercial general liability limit is \$ 2 million.

The Bank of Nova Scotia at 40 King Street W. 3rd Floor Toronto ON M5H 1H1 is shown as first loss payee.

Your policy is in process and should be mailed out in the next few weeks.

Yours truly,


Anne Parker
THINKINSURE LTD.

The Business Owners' Value Pak TM



Quote

(Page 1 of 7)

Date Produced: March 18, 2020

200 - 10 Four Seasons Place
Toronto, ON
M9B 6H7

Effective Date	Expiry Date	Declaration of	Premium	Quote Reference Number
March 17, 2020 <small>12:01 AM at your postal address as shown.</small>	March 17, 2021 <small>12:01 AM at your postal address as shown.</small>	Quote New	 <small>Brackets indicate a return premium.</small>	Q 84772954-6 Replaces Policy

Name and Postal Address of Insured	Broker Name and Address	
R. CAPITAL INC AND HINDIEH RAMZI AND ET AL 1003 QUEEN ST E TORONTO ON M4M 1K3	THINK INSURE LTD 11 ALLSTATE PARKWAY SUITE 206 MARKHAM ON L3R 9T8	ON 1383-01 Telephone (905) 415-8800 Fax (905) 415-8875

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
	<p>QUOTE - This is not a policy. The Broker is authorized to provide a quote that includes a premium indication, the amounts of insurance and a description of coverage. It is warranted that all information pertaining to the risk is correct and a true basis on which insurance may be granted. Final pricing and risk acceptance are subject to the Insurer's approval. Coverage(s) quoted are subject to all terms, conditions and stipulations contained herein and in the Riders referred to herein and may be different than those submitted. It is the Broker's responsibility to review the quotation with the applicant and advise the Insurer if coverage is required. If the Insurer is asked to bind coverage, a minimum retained binder charge will apply if a policy is not subsequently issued. In the event that a policy is issued, actual policy conditions apply.</p> <p>For more information on our products, services and privacy policy please contact your broker or visit www.sgicanada.ca.</p> <p>IMPORTANT NOTICE: It is understood and agreed that this Quote is valid for thirty (30) days only.</p> <p>IMPORTANT NOTICE: It is understood and agreed that if during the term of this policy, the Insurer introduces any broadening of coverage under any of the Forms attached hereto for which no additional premium is recommended, this policy shall cover accordingly.</p> <p>OFFICE PAK</p> <p>RETAIL PAK</p>	
PL-3	Declaration of Emergency Endorsement	
PL-4	Decreasing Deductible Endorsement Your policy contains a clause which may reduce or eliminate your deductible. Please contact your broker.	
9162	Due Diligence and Dispatch Endorsement Complete Name of Insured: R. CAPITAL INC AND HINDIEH RAMZI AND PROFESSIONAL CORPORATION O/A LESLIEVILLE PROSTHODONTICS Location 1: 1003 Queen Street E, Toronto, ON M4M1K3 Occupancy by Insured: Dental Office	

This policy is valid only if signed by an authorized Representative

Duly Authorized Representative

Broker's Copy

This policy is issued by SGI CANADA Insurance Services Ltd.

The Business Owners' Value Pak™



Quote

(Page 2 of 7)

Date Produced: March 18, 2020

280 - 10 Four Seasons Place
Toronto, ON
M9B 6H7

Effective Date March 17, 2020 <small>12:01 AM at your postal address as shown,</small>	Expiry Date March 17, 2021 <small>12:01 AM at your postal address as shown,</small>	Declaration of Quote New	Quote Reference Number Q 84772954-6 Replaces Policy
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Name and Postal Address of Insured R. CAPITAL INC AND HINDIEH RAMZI AND ET AL 1003 QUEEN ST E TORONTO ON M4M 1K3	Broker Name and Address THINK INSURE LTD 11 ALLSTATE PARKWAY SUITE 206 MARKHAM ON L3R 9T8	ON 1383-01 Telephone (905) 415-8800 Fax (905) 415-8875
--	--	---

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
	Occupancy by Others: Nil	
	Quote Option #1	
	MULTI-PERIL	
B-35	Value Pak Property and Loss of Income Insurance	
	Location 1	
	Building	300,000
	Basis of Loss - Replacement Cost, Co-Insurance - 90%	
	Contents	275,000
	Basis of Loss - ACV/Replacement Cost, Co-Insurance - 90%	
	Loss of Income (Profits) - Actual Loss Sustained	
	Subject to the following:	
	a) Deductible:	
	\$250 Glass Breakage	
	\$5,000 Sewer Back-Up	
	\$1,000 All Other Losses	
	b) Loss of Income	
	Period of Indemnity - Not to exceed 12 consecutive months	
B-53	c) Flood Clause	
	Deductible - \$25,000	
B-54	d) Earthquake Shock Clause	
	Deductible - \$50,000 or 3% of the insured property or interest, whichever is greater	
	e) Sewer Back-Up Clause:	
	In consideration of the premium charged, it is understood and agreed that this Rider is extended to cover the accidental discharge of sewage or water from a sewer, sump, septic tank, and eavestrough or downspout connected to a sewer. We do not cover damage caused by back-up, escape, or overflow of water or sewage from public sewers or drains outside your building.	
	It is further understood and agreed that each claim for loss or damage arising from sewer back-up shall be adjusted separately and from the amount of each adjusted claim the sum stated on the Policy Cover Page shall be deducted.	
B-500	Value Pak Automatic Extensions of Coverage	

This policy is valid only if signed by an authorized Representative

Adi Cantor

Duly Authorized Representative

Broker's Copy

This policy is issued by SGI CANADA Insurance Services Ltd.

The Business Owners' Value Pak TM



Quote

(Page 3 of 7)

Date Produced: March 18, 2020

200 - 10 Four Seasons Place
Toronto, ON
M9B 6H7

Effective Date	Expiry Date	Declaration of	Quote Reference Number
March 17, 2020 <small>12:01 AM at your postal address as shown.</small>	March 17, 2021 <small>12:01 AM at your postal address as shown.</small>	Quote New	Q 84772954-6 Replaces Policy

Name and Postal Address of Insured	Broker Name and Address
R. CAPITAL INC AND HINDIEH RAMZI AND ET AL 1003 QUEEN ST E TORONTO ON M4M 1K3	THINK INSURE LTD 11 ALLSTATE PARKWAY SUITE 206 MARKHAM ON L3R 9T8 ON 1383-01 Telephone (905) 415-8800 Fax (905) 415-8875

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
	The following Extensions of Coverage and accompanying Limits of Liability are automatically included for no additional premium, on all Business Owners' Value Pak policies.	
	Higher limits of liability are available. The additional limit will be shown directly following the Automatic Extensions of Coverage. The Insurer's liability for the extension will then be the sum of the additional limit and the automatic limit stated below.	
	Accounts Receivable	100,000
	Arson and/or Burglary Conviction Reward	10,000
	Average Distribution Clause for Contents - Included	
	Blanket Building Glass - Included	
	Brands and Labels	100,000
	Building By-Laws - Included in Building Limit	
	Building Damage by Theft	25,000
	Common Area Contents - Included in Building Limit	
	Consequential Damage - On Premises - Included in Contents Limit	
	Consequential Damage - Off Premises	50,000
	Contents at Newly Acquired Locations - 60 days	1,000,000
	Cost of Preparing Proof of Loss	50,000
	Customer's Goods Legal Liability - Included in Contents Limit	
	Debris Removal Additional Limit	50,000
	Electronic Data Processing Equipment and Media - Included in Contents Limit	
	Media Reproduction	25,000
	Systems Breakdown - Included in Contents Limit	
	Exterior Paving - Included in Building Limit	
	Extra Expense	50,000
	Fine Arts	25,000
	Growing Plants, Trees, Shrubs or Flowers in the Open	25,000
	Inflation Protection - Included	
	Installation and Construction	50,000
	Land and Water Pollution Clean-Up	50,000
	Leasehold Interest	50,000
	Limited Contingent Loss of Income - (i) Neighboring Premises	25,000
	Limited Contingent Loss of Income - (ii) Contributing or Recipient Premises	25,000
	Loss Assessment Coverage	5,000
	Loss of Income at Newly Acquired Locations - 60 days	100,000

This policy is valid only if signed by an authorized Representative

Adi Gatto

Duly Authorized Representative

Broker's Copy

This policy is issued by SGI CANADA Insurance Services Ltd.

The Business Owners' Value Pak™



Quote

(Page 4 of 7)

Date Produced: March 18, 2020

200 - 111 Four Seasons Place
Toronto, ON
M9B 6H7

Effective Date March 17, 2020 <small>12:01 AM at your postal address as shown</small>	Expiry Date March 17, 2021 <small>12:01 AM at your postal address as shown</small>	Declaration of Quote New	Quote Reference Number Q 84772954-6 Replaces Policy
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Name and Postal Address of Insured R. CAPITAL INC AND HINDIEH RAMZI AND ET AL 1003 QUEEN ST E TORONTO ON M4M 1K3	Broker Name and Address THINK INSURE LTD 11 ALLSTATE PARKWAY SUITE 206 MARKHAM ON L3R 9T8	ON 1383-01 Telephone (905) 415-8800 Fax (905) 415-8875
--	--	---

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
C-1	Loss of Income due to Off-Premises Heat, Electricity, Gas or Water Interruption - Included	
	Master Keys	25,000
	Mortgage Rate Guarantee - Included	
	Newly Acquired Contents - 60 days	250,000
	Newly Acquired or Newly Constructed Buildings - 60 days	1,000,000
	Outdoor Signs - Included in Building/Contents Limit	
	Peak Season Increase - 25% - Included	
	Personal Property of Officers and Employees (Excluding Tools)	25,000
	Property in the Custody of a Sales Representative	25,000
	Property In Transit	50,000
	Property Temporarily at Unnamed Locations (Including on Exhibition)	50,000
	Recharge of Fire Protection Equipment - Accidental Discharge	5,000
	Recharge of Fire Protection Equipment - Insured Perils Discharge	25,000
	Removal of Property - Included	
	Retailers Product Impairment	10,000
	Tear Out - Included in Contents Limit	
	Unit Improvements and Betterments	25,000
	Unit Owners Additional Protection	5,000
	Valuable Papers and Records	50,000
	Voluntary Fire Fighting Expense	50,000
	LIABILITY	
	Commercial General Liability	
	Each Occurrence Limit	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000
	Personal and Advertising Injury Limit - any one person or organization	2,000,000
	Medical Expense Limit - any one person	25,000
	Tenants' Legal Liability Limit - any one premises - Broad Form Coverage	2,000,000
	Employee Benefits Liability Limit Per Occurrence and Annual Aggregate Limit	1,000,000
Description of Operations: Dental Office		
Subject to the following:		

This policy is valid only if signed by an authorized Representative

Duly Authorized Representative

Broker's Copy

This policy is issued by SGI CANADA Insurance Services Ltd.

The Business Owners' Value Pak TM



Quote

(Page 5 of 7)

Date Produced: March 18, 2020

200 - 10 Four Seasons Place
Toronto, ON
M9B 6H7

Effective Date March 17, 2020 <small>12:01 AM at your postal address as shown.</small>	Expiry Date March 17, 2021 <small>12:01 AM at your postal address as shown.</small>	Declaration of Quote New	Quote Reference Number Q 84772954-6 Replaces Policy
--	---	-----------------------------	---

Name and Postal Address of Insured R. CAPITAL INC AND HINDIEH RAMZI AND ET AL 1003 QUEEN ST E TORONTO ON M4M 1K3	Broker Name and Address THINK INSURE LTD 11 ALLSTATE PARKWAY SUITE 206 MARKHAM ON L3R 9T8	ON 1383-01 Telephone (905) 415-8800 Fax (905) 415-8875
---	---	--

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
C-71	a) Deductible Amount Coverage A - \$1,000 Coverage D - \$1,000 Coverage E - \$1,000 Each Claim b) Premium Basis - Flat c) Limited Fungi or Spores Coverage Fungi Liability Aggregate Limit - \$250,000 d) Additional Extensions: Limited Care, Custody or Control Property Damage \$25,000 Per Occurrence and Annual Aggregate Limit Limited Voluntary Property Damage \$2,500 Per Occurrence and Annual Aggregate Limit Prairie and/or Forest Fire Fighting Expense \$1,000,000 Per Occurrence and Annual Aggregate Limit e) Limitation of Coverage to Designated Premises: It is hereby understood and agreed that this insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses for which a limit of liability is stated on the Policy Cover Page, arising out of the ownership, maintenance or use of the premises described hereunder and operations necessary or incidental to those premises. Premises: 1003 Queen St E, Toronto, Ontario M5C 2M6 Operations: Medical Office	
SPF#6	Standard Non-Owned Automobile Liability	2,000,000
SEP#99	Subject to the following: a) Premium Basis - Flat b) Description of Business - as stated under Rider C-1 c) Excluding Long Term Leased Vehicle Endorsement	
SEP#94	Legal Liability for Damage to Hired Automobiles Endorsement Subsection 1 - All Perils Subject to the following: a) Deductible - \$500	100,000

This policy is valid only if signed by an authorized Representative

Adi Carter

Duly Authorized Representative

Broker's Copy

This policy is issued by SGI CANADA Insurance Services Ltd.

The Business Owners' Value Pak™



Quote

(Page 7 of 7)

Date Produced: March 18, 2020

300 - 10 Four Seasons Place
Toronto, ON
M9B 6H7

Effective Date March 17, 2020 <small>12:01 AM at your postal address as shown</small>	Expiry Date March 17, 2021 <small>12:01 AM at your postal address as shown</small>	Declaration of Quote New	Quote Reference Number Q 84772954-6 Replaces Policy
---	--	-----------------------------	---

Name and Postal Address of Insured R. CAPITAL INC AND HINDIEH RAMZI AND ET AL 1003 QUEEN ST E TORONTO ON M4M 1K3	Broker Name and Address THINK INSURE LTD 11 ALLSTATE PARKWAY SUITE 206 MARKHAM ON L3R 9T8 ON 1383-01 Telephone (905) 415-8800 Fax (905) 415-8875
---	---

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
	<p>Notification to Affected Individuals - Included Services to Affected Individuals - Included</p> <p>Sublimits: Forensic Information Technology Review - Sublimit 10% of Response Expenses Limit Legal Review - Sublimit 10% of Response Expenses Limit Public Relations Services - Sublimit 10% of Response Expenses Limit</p> <p>Named Malware - \$25,000 Sublimit</p> <p>As a policyholder, you receive access to eRiskHub®, a portal providing valuable cyber risk management tools, content and resources. Go to: https://eriskhub.com/SGI Use Access Code: 691160-689</p> <p>Subject to the following: a) Response Expenses Deductible \$1,000 Total: \$2,330</p>	

This policy is valid only if signed by an authorized Representative

Duly Authorized Representative

Broker's Copy

This policy is issued by SGI CANADA Insurance Services Ltd.

This is **Exhibit “L”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

**GUARANTEE
TO THE BANK OF NOVA SCOTIA**

IN CONSIDERATION OF THE BANK OF NOVA SCOTIA (herein called the "Bank") agreeing to deal with or to continue to deal with

R CAPITAL INC.

.....
(herein called the "Customer") the undersigned and each of them, if more than one, hereby jointly and severally guarantees payment to the Bank of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank or remaining unpaid by the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (such debts and liabilities being herein called the "guaranteed liabilities), the liability of the undersigned hereunder being limited to the sum of

Insert
Limit,
if any.

.....
*****Unlimited***** dollars

with interest from the date of demand for payment at the rate set out in paragraph 6 hereof.

AND THE UNDERSIGNED and each of them, if more than one, hereby jointly and severally agrees with the Bank as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.
2. This guarantee shall be a continuing guarantee of all the guaranteed liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Bank; and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank.
3. The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities or other guarantees it may at any time hold before being entitled to payment from the Guarantor, and the Guarantor renounces all benefits of discussion and division.
4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been effectually made when an envelope containing such demand addressed to the undersigned or such one of them at the address of the undersigned or such one of them last known to the Bank is posted, postage prepaid, in the post office; and the Guarantor's liability shall bear interest from the date of such demand at the rate set out in paragraph 6 hereof.
5. The service of demand for payment, by post, postage prepaid, in the post office, to a local agent of the Guarantor, said local agent being identified by name and located in the Province or jurisdiction where the Customer's main account is kept, shall be deemed to be service of demand on the Guarantor.
6. The rate of interest payable by the Guarantor from the date of a demand for payment under this guarantee shall be the Bank's prime rate applicable at the time of demand, PLUS 2% per annum. Prime rate is defined as the annual rate of interest expressed as a percentage per annum announced by the Bank on that day as its reference rate for commercial loans made by it in Canada in Canadian dollars. Interest is calculated and payable monthly on the 22nd day of each month following the day of demand and computed monthly on the same day when not so paid.
7. Upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat all guaranteed liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the guaranteed liabilities or may place it to the credit of a special account. A written statement of a Manager or Acting Manager of a branch of the Bank at which an account of the Customer is kept or of a General Manager of the Bank as to the amount remaining unpaid to the Bank at any time by the Customer shall, if agreed to by the Customer, be conclusive evidence and shall, in any event, be prima facie evidence against the Guarantor as to the amount remaining unpaid to the Bank at such time by the Customer.

8. This guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Bank may now or hereafter hold in respect of the guaranteed liabilities and the Bank shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any moneys or other assets which the Bank may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Bank may now or hereafter hold in respect of the guaranteed liabilities, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the Guarantor's liability.

9. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Bank may discontinue, reduce, increase or otherwise vary the credit of the Customer, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Customer and others, including the Guarantor and any other guarantor as the Bank may see fit, and the Bank may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and guarantees in such manner as the Bank may see fit, and the Bank may apply all moneys received from the Customer or others or from securities or guarantees upon such parts of the guaranteed liabilities as the Bank may see fit and change any such application in whole or in part from time to time.

10. Until repayment in full of all the guaranteed liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Bank from the Customer or others or from estates in respect of the guaranteed liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Customer in respect of any liability of the Customer to the Guarantor, claim or prove in the bankruptcy or insolvency of the Customer in competition with the Bank or have any right to be subrogated to the Bank.

11. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all guaranteed liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Customer which is a partnership or in the case of the Customer being amalgamated with a corporation, this guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Customer" shall include each such resulting partnership and corporation.

12. All advances, renewals and credits made or granted by the Bank purportedly to or for the Customer after the death, loss of capacity, bankruptcy or insolvency of the Customer, but before the Bank has received notice thereof shall be deemed to form part of the guaranteed liabilities; and all advances, renewals and credits obtained from the Bank purportedly by or on behalf of the Customer shall be deemed to form part of the guaranteed liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advance, renewals or credits, whether or not the Bank had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Bank on demand with interest at the rate set out in paragraph 6 hereof.

13. All debts and liabilities, present and future, of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the guaranteed liabilities, and all moneys received by the Guarantor in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Bank of all the guaranteed liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

14. The undersigned or any of them, if more than one, or his or their executors or administrators, by giving thirty days' notice in writing to the branch of the Bank at which the main account of the Customer is kept, may terminate his or their further liability under this guarantee in respect of liabilities of the Customer incurred or arising after the expiration of such thirty days, but not in respect of any guaranteed liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Bank may fulfill any requirements of the Customer based on agreements express or implied made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this guarantee; and provided further that in the event of the termination of this guarantee as to one or more of the undersigned, if more than one, it shall remain a continuing guarantee as to the other or others of the undersigned.

15. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Bank shall not be bound by any representations or promises made by the Customer to the Guarantor.

16. Possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

17. This guarantee shall be governed in all respects by the laws of the Province or jurisdiction in which the Customer's main account with the Bank is kept.

18. This guarantee shall not be discharged or affected by the death or any disability of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and the Guarantor, his heirs, executors, administrators, successors and assigns.


AS WITNESS the hand and seal of the Guarantor at Toronto

this 16 day of MARCH, 2020

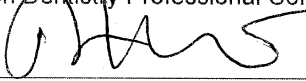
SIGNED SEALED AND DELIVERED

in the presence of

SIGNATURE AND SEAL



Ramzi Hindieh Dentistry Professional Corporation



SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

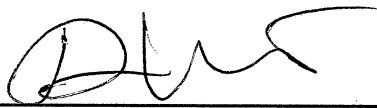
Resolution of Directors

RESOLVED that the _____ and the _____ be and they are hereby authorized on behalf of the Company to execute under its corporate seal a Guarantee in favour of The Bank of Nova Scotia on the said Bank's regular form whereby the company guarantees the indebtedness and liability of **R Capital Inc.** to the said Bank.

We hereby certify that the foregoing is a true copy of a Resolution duly passed at a meeting of the Board of Directors for **Ramzi Hindieh Dentistry Professional Corporation** duly held on _____, 2020 and that the said Resolution is in full force and effect.

Dated at TORONTO this 16 day of MARCH 2020

Ramzi Hindieh Dentistry Professional Corporation



(Corp. Seal)

Secretary

This is **Exhibit “M”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.





A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

Enquiry Result

File Currency: **16SEP 2024**

LAST PAGE



Page 1



Type of Search	Business Debtor								
Search Conducted On	RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION								
File Currency	16SEP 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	761023755	1	1	1	1	18MAR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
761023755		001	1		20200318 1150 1532 0837	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION								
	Address				City	Province	Postal Code		
	1003 QUEEN ST E, UNIT 1				TORONTO	ON	M4M 1K3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	THE BANK OF NOVA SCOTIA								
	Address				City	Province	Postal Code		
	4715 TAHOE BLVD				MISSISSAUGA	ON	L4W 0B4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	CSRS			
	Address	City	Province	Postal Code
	4126 NORLAND AVE	BURNABY	BC	V5G 3S8

LAST PAGE

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LAST PAGE



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This is **Exhibit “N”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', is written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

Business Debtor Enquiry

File Currency: **16SEP 2024**

Search Criteria: R CAPITAL INC.

No Match.

No registered financing statement or registered claim for lien was found for this enquiry.

[New Enquiry](#)

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Web Page ID: **WNoMatch001**

System Date: **17SEP2024**

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This is **Exhibit “O”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-04-08-1-370-03901-0000-0 6

Issued to:
SPETTER ZEITZ KLAIMAN PC - JASON SPETTER
JASON SPETTER
100 SHEPPARD AVENUE EAST, SUITE 850
TORONTO ON M2N 6N

DESCRIPTION OF PROPERTY		
1003 QUEEN ST E 1 TSCP 2569 LEVEL 1 UNIT 1		
TAX SUMMARY		
2024	Taxes	23,578.82

Your Ref. No.: 70222
Statement Showing Taxes as at: September 16, 2024

MESSAGES

Bailiff warrant issued on above property, please contact A.O. Shingler & Co Ltd (Bailiff) for taxes under warrant as amounts shown do not include Bailiff Fees. Call toll free 1-877-883-1222 or 1-905-432-3262 and Fax 1-905-432-3761.

OUTSTANDING TAXES

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2024	Real Estate 2024	23,578.82	1,139.08	0.00	24,717.90	
2023	Real Estate 2023	22,981.82	4,559.40	0.00	27,541.22	
2022	Real Estate 2022	20,512.02	1,538.40	144.99	22,195.41	
	Total:	67,072.66	7,236.88	144.99	74,454.53	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS

Due Date	Amount Due	Description	Related Roll Number
	0.00		
Total:	0.00		

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CHANGE OF OWNERSHIP NOTICE

RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-04-08-1-370-03901-0000-0 6

Issued to:
SPETTER ZEITZ KLAIMAN PC - JASON SPETTER
JASON SPETTER
100 SHEPPARD AVENUE EAST, SUITE 850
TORONTO ON M2N 6N

Your Ref. No.: 70222

DESCRIPTION OF PROPERTY
1003 QUEEN ST E 1 TSCP 2569 LEVEL 1 UNIT 1
MESSAGES

CHANGES	
Owner(s)	Surname _____ Given Name _____
	Surname _____ Given Name _____
	Surname _____ Given Name _____
Mailing Address	_____

Postal Code	_____
Property Address	_____

***** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU ****

Closing Date

Signature



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-04-08-1-370-03901-0000-0 6

Issued to:
SPETTER ZEITZ KLAIMAN PC - JASON SPETTER
JASON SPETTER
100 SHEPPARD AVENUE EAST, SUITE 850
TORONTO ON M2N 6N

Table with 2 columns: Description of Property, Tax Summary. Row 1: 1003 QUEEN ST E 1, TSCP 2569 LEVEL 1 UNIT 1. Row 2: 2024, Taxes, 23,578.82

Your Ref. No.: 70222
Statement Showing Taxes as at: September 16, 2024

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the Municipal Tax Sales Act, 1990 or the Municipal Act, 2001, S.O. 2001, C.25, as amended and the City of Toronto Act 2006 S.O. 2006, C.11, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED IN PAYMENT OF TAXES BEING HONOURED BY THE BANK
FEE PAID 85.15 for each separate parcel

Handwritten signature of Andrew Flynn

Andrew Flynn
Controller, City of Toronto

Important Notes:

- 1. This Certificate covers levied Tax Arrears or Current Taxes.
2. There are a variety of services which may be added to the Collector's Roll and collected as Taxes.
3. The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the Assessment Act, R.S.O. 1990, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the Municipal Act, 2001.S.O. 2001, c.25, as amended, Sections 323, 325 and 326 of the City of Toronto Act, 2006, S.O. 2006, C. 11, Section 40 of the Assessment Act,R.S.O. as amended, or any legislative amendments that provide for further adjustments.
4. This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification.
5. This certificate is subject to any apportionment which may be made pursuant to Section 356 of the Municipal Act, 2001, S.O. 2001, c.25, as amended or Section 322 of the City of Toronto Act, 2006, S.O. 2006, C. 11.
6. This certificate is subject to any phase-in/capping recalculation made pursuant to Section 318 of the Municipal Act, 2001, S.O. 2001, c.25, as amended or Section 282 of the City of Toronto Act, 2006, S.O. 2006, C. 11.
7. An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/taxes/property_tax and click to our fees page for current charges.
8. This certificate may not include any Vacant Home Tax amount that is owing and which has not yet been added to the Collector's Roll at the date of this certification. Additional information may be obtained by calling 311 within Toronto or 416-392-CITY (2489) outside City limits.



CHANGE OF OWNERSHIP NOTICE

Cut Here
RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-04-08-1-370-03901-0000-0 6

Issued to:
SPETTER ZEITZ KLAIMAN PC - JASON SPETTER
JASON SPETTER
100 SHEPPARD AVENUE EAST, SUITE 850
TORONTO ON M2N 6N

Your Ref. No.: 70222

Form with sections: DESCRIPTION OF PROPERTY (1003 QUEEN ST E 1, TSCP 2569 LEVEL 1 UNIT 1), MESSAGES

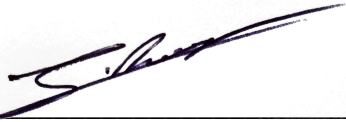
Form with sections: CHANGES, Owner(s) (Surname, Given Name), Mailing Address, Postal Code, Property Address

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature

This is **Exhibit “P”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)



A. O. SHINGLER & Co. LTD. | BAILIFFS

Specialists in the Recovery of Municipal Property Tax & Commercial Rent Arrears

TAX STATEMENT

To:

R. Capital Inc.
1003 Queen St. E., Unit 1
Toronto ON M4M 1K3

Re: The City of Toronto

Property Taxes
1003 Queen St. E., Unit 1
Toronto

Roll#: 1904-08-1-370-03901

Date: 18-Sep-24

Last Payment

No Payments Have Been Made

Balances

Year	#	Type	Principal Tax	Penalties & Interest	Bailiff Fees	HST	Misc. Charges	Total
2024	5-TOR1-24	T	\$23,578.82	\$1,139.08	\$0.00	\$0.00	\$0.00	\$24,717.90
2022	5-0766-24	T	\$20,512.02	\$1,683.39	\$887.82	\$115.42	\$0.00	\$23,198.65
2023	5-0767-24	T	\$22,981.82	\$4,559.40	\$1,101.65	\$143.21	\$0.00	\$28,786.08
Total Now Due								\$76,702.63
Due As Of October 1st								\$77,565.61

If the above taxes remain unpaid they are subject to further interest charges per month or portion thereof as determined by law until paid.

We accept payment by internet or telephone banking, cheque, money order, or bank draft.
Please provide your property assessment roll number on your method of payment.



A. O. SHINGLER & Co. LTD. | BAILIFFS
Specialists in the Recovery of Municipal Property Tax & Commercial Rent Arrears

TAX STATEMENT

To:

R. Capital Inc.
11 Brunel Crt., Unit 2607
Toronto ON M5V 3Y3

Re: The City of Toronto

Property Taxes
1003 Queen St. E. (Pkg)
Toronto

Roll#: 1904-08-1-370-03910

Date: 18-Sep-24

Last Payment

No Payments Have Been Made

Balances

Year	#	Type	Principal Tax	Penalties & Interest	Bailiff Fees	HST	Misc. Charges	Total
2023	5-TOR1-24	T	\$166.57	\$33.23	\$0.00	\$0.00	\$0.00	\$199.80
2024	5-TOR2-24	T	\$178.83	\$8.64	\$0.00	\$0.00	\$0.00	\$187.47
2022	5-0174-24	T	\$157.98	\$326.71	\$19.32	\$2.51	\$0.00	\$506.52
Total Now Due								\$893.79
Due As Of October 1st								\$900.17

If the above taxes remain unpaid they are subject to further interest charges per month or portion thereof as determined by law until paid.

We accept payment by internet or telephone banking, cheque, money order, or bank draft.
Please provide your property assessment roll number on your method of payment.

This is **Exhibit “Q”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

78816 00037 98 (78816) R CAPITAL INC.					
-03	3-220	6.200	PP		1,133,388.84
	2023JAN20			5,972.43 INT	1,133,388.84
	2023JAN23	78816		0.00 PSP	1,133,388.84
	2023JAN23	78816		5,972.43 UNC	1,133,388.84
	2023JAN26	6.450	PP		
	2023FEB03	35972		4,201.00 PYT	1,129,187.84
	2023FEB21			6,163.64 INT	1,129,187.84
	2023FEB22	78816		0.00 PSP	1,129,187.84
	2023FEB22	78816		6,163.64 UNC	1,129,187.84
	2023MAR06	35972		4,201.00 PYT	1,124,986.84
	2023MAR21			5,575.28 INT	1,124,986.84
	2023MAR22	78816		0.00 PSP	1,124,986.84
	2023MAR22	78816		5,575.28 UNC	1,124,986.84
	2023MAR28	78816		4,201.00 PSP	1,120,785.84
	2023APR21			6,144.21 INT	1,120,785.84
	2023APR24	78816		0.00 PSP	1,120,785.84
	2023APR24	78816		6,144.21 UNC	1,120,785.84
	2023MAY19			5,941.70 INT	1,120,785.84
	2023JUN08	6.700	PP		
	2023JUN14	35972		0.00 PSP	1,120,785.84
	2023JUN14	35972		5,941.70 UNC	1,120,785.84
	2023JUN15	35972		8,402.00 PYT	1,112,383.84
	2023JUN21			6,236.43 INT	1,112,383.84
	2023JUN22	78816		0.00 PSP	1,112,383.84
	2023JUN22	78816		6,236.43 UNC	1,112,383.84
	2023JUN28	78816		4,201.00 PSP	1,108,182.84
	2023JUL13	6.950	PP		
	2023JUL21			6,175.54 INT	1,108,182.84
	2023JUL24	78816		0.00 PSP	1,108,182.84
	2023JUL24	78816		6,175.54 UNC	1,108,182.84
	2023AUG21			6,541.31 INT	1,108,182.84
	2023SEP21			6,541.31 INT	1,108,182.84
	2023OCT20			6,330.30 INT	1,108,182.84
	2023NOV21			6,541.31 INT	1,108,182.84
	2023DEC21			6,330.30 INT	1,108,182.84
-	AVERAGE			-CAD FYTD	1,108,183
TOTAL LOANS O/S				-CAD	1,108,182.84
				-USD	.00
UNCOLLECTED INTEREST					32,284.53
INTEREST COLLECTED YTD					42,209.23
NON REVOLVING LIMIT #03 RENEWS 2020MAR31					1,125,774

78816 00037 98 (78816) R CAPITAL INC.

CONT'D

AVERAGE		
-LOANS	-CAD FYTD	1,108,183
	-USD FYTD	00

78816 00037 98 (78816) R CAPITAL INC.

-01 3-228 14.150 PP			.00
2024FEB26 14.150 PP			
2024FEB26 78816	844.04 INI		.00
2024FEB26 35972	1,153,549.99 CNV	1,153,549.99	
2024FEB29 78816	9.48 PIA	1,153,549.99	
2024FEB29 78816	1,807.75 INI	1,153,549.99	
2024MAR28 78816	13,863.14 INI	1,153,549.99	
- AVERAGE	-CAD FYTD		265,620

TOTAL LOANS O/S	-CAD	1,153,549.99
	-USD	.00
INTEREST COLLECTED YTD		45,367.15
AVERAGE		
-LOANS	-CAD FYTD	1,118,629
	-USD FYTD	00

78816 00037 99	(78816)	RAMZI HINDIEH DENTISTRY		
-03	3-220	6.200	PP	583,216.00
2023JAN20				3,076.29 INT 583,216.00
2023JAN23	78816			0.00 PSP 583,216.00
2023JAN23	78816			3,076.29 UNC 583,216.00
2023JAN26	6.450		PP	
2023JAN30	78816			5,116.00 PSP 578,100.00
2023FEB21				3,158.14 INT 578,100.00
2023FEB22	78816			0.00 PSP 578,100.00
2023FEB22	78816			3,158.14 UNC 578,100.00
2023FEB28	78816			5,116.00 PSP 572,984.00
2023MAR21				2,840.51 INT 572,984.00
2023MAR22	78816			0.00 PSP 572,984.00
2023MAR22	78816			2,840.51 UNC 572,984.00
2023MAR28	78816			5,116.00 PSP 567,868.00
2023APR21				3,116.25 INT 567,868.00
2023APR24	78816			0.00 PSP 567,868.00
2023APR24	78816			3,116.25 UNC 567,868.00
2023MAY15	35972			5,116.00 PYT 562,752.00
2023MAY19				3,004.15 INT 562,752.00
2023MAY23	78816			0.00 PSP 562,752.00
2023MAY23	78816			3,004.15 UNC 562,752.00
2023JUN01	35972			5,116.00 PYT 557,636.00
2023JUN08	6.700		PP	
2023JUN21				3,117.30 INT 557,636.00
2023JUN22	78816			0.00 PSP 557,636.00
2023JUN22	78816			3,117.30 UNC 557,636.00
2023JUL13	6.950		PP	
2023JUL13	35972			5,116.00 PYT 552,520.00
2023JUL21				3,096.42 INT 552,520.00
2023JUL24	78816			0.00 PSP 552,520.00
2023JUL24	78816			3,096.42 UNC 552,520.00
2023AUG21				3,261.38 INT 552,520.00
2023AUG22	35972			5,116.00 PYT 547,404.00
2023AUG22	35972			3,261.38 UNC 547,404.00
2023SEP21				3,231.18 INT 547,404.00
2023SEP22	35972			5,116.00 PYT 542,288.00
2023SEP22	35972			3,231.18 UNC 542,288.00

2023OCT17	35972	5,116.00	PYT	537,172.00
2023OCT20		3,092.86	INT	537,172.00
2023OCT23	78816	0.00	PSP	537,172.00
2023OCT23	78816	3,092.86	UNC	537,172.00
2023NOV07	35972	5,116.00	PYT	532,056.00
2023NOV21		3,156.17	INT	532,056.00
2023NOV22	78816	0.00	PSP	532,056.00
2023NOV22	78816	3,156.17	UNC	532,056.00
2023DEC08	35972	5,116.00	PYT	526,940.00
2023DEC21		3,025.64	INT	526,940.00
2023DEC22	78816	0.00	PSP	526,940.00
2023DEC22	78816	3,025.64	UNC	526,940.00
2023DEC29	35972	5,116.00	PYT	521,824.00
-	AVERAGE	-CAD	FYTD	530,295

78816 00037 99 (78816) RAMZI HINDIEH DENTISTRY CONT'D

		-USD	.00
INTEREST COLLECTED YTD			37,176.29
NON REVOLVING LIMIT #03 RENEWS 2025MAR31			542,288
AVERAGE			
-LOANS		-CAD	FYTD 530,295
		-USD	FYTD 00

78816 00037 99 (78816) RAMZI HINDIEH DENTISTRY

-01	3-228	14.150	PP	.00		
	2024FEB28	14.150	PP			
	2024FEB28	35972		590.32	INI	.00
	2024FEB28	35972		516,708.00	CNV	516,708.00
	2024FEB29	78816		6.63	PIA	516,708.00
	2024FEB29	78816		413.88	INI	516,708.00
	2024MAR28	78816		6,209.70	INI	516,708.00
-	AVERAGE			-CAD	FYTD	112,180
TOTAL LOANS O/S				-CAD		516,708.00
				-USD		.00
INTEREST COLLECTED YTD						6,143.82
AVERAGE						
-LOANS				-CAD	FYTD	523,103
				-USD	FYTD	00

This is **Exhibit “R”** referred to in the
affidavit of **Judy Vielle**, sworn before me
this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

Our File No. 70212

December 4, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

Ramzi Hindieh Dentistry Professional Corporation

1003 Queen Street East, Unit 1
Toronto, Ontario, M4M 1K3

Attention: Ramzi Hindieh, Director

Ramzi Hindieh Dentistry Professional Corporation

1003 Queen Street East, Unit 101
Toronto, Ontario, M4M 1K3

Attention: Ramzi Hindieh, Director

**Re: Ramzi Hindieh Dentistry Professional Corporation (the “Borrower”)
and The Bank of Nova Scotia (the “Bank”)**

We are lawyers for the Bank and confirm that the Borrower is indebted to the Bank pursuant to three (3) Credit Agreement for business dated March 9, 2020, March 27, 2020 and February 3, 2022, provided by the Bank to the Borrower as hereinafter indicated:

Loan No. 1	Term Loan		
Principal amount outstanding		\$532,056.00	
as of the close of business November 28, 2023			
Accrued and unpaid interest for			
the period up to and including November 28, 2023		<u>\$709.17</u>	
	Sub-Total:		\$532,765.17

Interest continuing to accrue based on the current prime rate of interest of 7.20% minus 0.25% per annum at \$101.31 per diem based on the current principal amount outstanding until the date of receipt of payment or judgment.

Loan No. 2	Credit Line		
Principal amount outstanding		\$147,809.26	
as of the close of business November 28, 2023			
Accrued and unpaid interest for			
the period up to and including November 28, 2023		<u>\$754.29</u>	
	Sub-Total:		\$148,563.55

Interest continuing to accrue based on the current prime rate of interest of 7.20% minus 0.25% per annum at \$28.14 per diem based on the current principal amount outstanding until the date of receipt of payment or judgment.

Loan No. 3	Passport VISA Infinite Business Card		
Principal amount outstanding		\$19,789.96	
as of the close of business November 28, 2023			
Accrued and unpaid interest for			
the period up to and including November 28, 2023		\$76.29	
	Sub-Total:		\$19,866.25

Interest continuing to accrue based on the current fixed rate of interest of 19.99% per annum at \$10.84 per diem based on the current principal amount outstanding until the date of receipt of payment or judgment.

TOTAL: **\$701,194.97**

As you are in default of your payment obligations to and/or your covenants with the Bank, as authorized agents of the Bank, we hereby demand repayment in full of the foregoing indebtedness totalling \$701,194.97 with respect to the said Loans, plus all legal fees and disbursements incurred by the Bank due to the said default, up to and including the date of payment. Please be advised if we are not in receipt of payment in full of the foregoing amount, including interest accrued up to and including the date of receipt of payment on or before the close of business December 22, 2023 (the "Demand Date") we have instructions from the Bank to commence whatever legal proceedings we deem necessary in order to recover the full amount of the indebtedness due and owing by the Borrower to the Bank and to enforce all security held by the Bank for the obligations of the Borrower to the Bank as contemplated in the enclosed Notice of Intention to Enforce Security.

Please be advised that we are simultaneously making demand upon the guarantors of the obligations of the Borrower to the Bank.

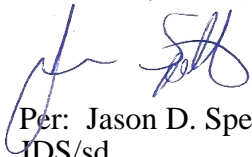
Please be advised the time frame indicated in this demand is without prejudice to the Bank terminating its relationship with the Borrower if at any time between the date hereof and the Demand Date the Borrower commits an event of default pursuant to any agreement entered into by the Borrower with the Bank or the Borrower conducts itself in such a manner as to cause the Bank to feel insecure with respect to the security position held by the Bank for the indebtedness due and owing by the Borrower to the Bank.

If the foregoing amounts fluctuate for any reason whatsoever between the date hereof and the date of payment of the indebtedness of the Borrower to the Bank, please consider this demand effective with respect to whatever the balance of principal plus accrued and unpaid interest may be at any time between the date hereof and the Demand Date and if not paid on or before the Demand Date, be considered a demand for the balance due and owing as of the Demand Date.

Please find enclosed a Notice of Intention to Enforce Security served upon you pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours very truly,

LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter

JDS/sd

Encl.

c. guarantors

c. client

FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(SUBSECTION 244(1))

TO: RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION, an insolvent person

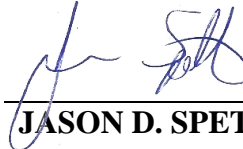
TAKE NOTICE THAT:

1. THE BANK OF NOVA SCOTIA, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - a. All assets including leasehold improvements, personal property, accounts receivable, inventory, equipment, goodwill and intangibles of the insolvent person wherever located including those assets located at 1003 Queen Street East, Unit 1, Toronto, Ontario, M4M 1K3.
2. The security that is to be enforced is comprised of three (3) general security agreements executed and delivered by the insolvent person in favour of The Bank of Nova Scotia dated March 9, 2020, March 27, 2020 and February 3, 2022.
3. The total amount of the indebtedness secured by the security is \$701,194.97 including principal and interest as of November 28, 2023, together with interest and costs continuing to accrue.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 4th day of December, 2023.

THE BANK OF NOVA SCOTIA
by its authorized agent herein
LIPMAN, ZENER & WAXMAN PC

Per:



JASON D. SPETTER

This Notice is a required document under the *Bankruptcy & Insolvency Act* (“Act”). The use of the word “insolvent” is prescribed by the Act but nothing in it shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

NOTICE

TAKE NOTICE that default has been made on payment of monies due by **RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION** (hereinafter referred to as the “Debtor”) to **THE BANK OF NOVA SCOTIA** (hereinafter referred to as the “Secured Creditor”) and that the Secured Creditor has security perfected pursuant to the provisions of the Personal Property Security Act, in the form of a security agreement which covers certain property including that referred to in Schedule “A” attached hereto (hereinafter referred to as the “Collateral”) together with all proceeds of disposition of the Collateral derived from the sale of same.

The amount required to satisfy the claim of the Secured Creditor under Section 63(5)(b) of the *Personal Property Security Act* is made up as follows:

Principal and Interest Capitalized to November 28, 2023:	\$701,194.97
The amount of applicable expenses which will be due and owing to the Secured Creditor under Section 63(5)(c) of the <i>Personal Property Security Act</i> , is estimated to be the sum of:	10,000.00
TOTAL:	<hr/> \$711,194.97

We hereby give you notice that you may redeem the Collateral upon the payment of the total of the amounts referred to above on or before December 29, 2023.

Please be advised that if the total of the amounts mentioned above is not paid to the Secured Creditor on or before December 29, 2023, the Secured Creditor will then dispose of the Collateral by private sale, lease or otherwise and the Debtor may be liable for any deficiency.

Regardless of the estimate of expenses set out above, you will be required to pay only the actual expenses incurred by the Secured Creditor to the date you redeem. It is possible that the

actual expenses incurred could be greater or less than the amounts presently estimated. Your right to redeem continues until the actual disposition of the Collateral.


Upon receipt of payment from you, you will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security Agreement.

This Notice is given to you as you appear to have a security interest in the Collateral.

DATED at Toronto this 4th day of December, 2023.

THE BANK OF NOVA SCOTIA
by its lawyers,
LIPMAN, ZENER & WAXMAN PC

Per:



JASON D. SPETTER

The address of the Secured Creditor is: 90 Wynford Dr., 3rd floor, Toronto, Ontario, M3C 0N5
Its lawyers' address is: 100 Sheppard Ave. East, Suite 850, Toronto, Ontario M2N 6N5

PARTIES SERVED WITH THIS NOTICE:

Ramzi Hindieh Dentistry Professional Corporation
1003 Queen Street East, Unit 1
Toronto, Ontario, M4M 1K3

Attention: Ramzi Hindieh, Director

Ramzi Hindieh Dentistry Professional Corporation
1003 Queen Street East, Unit 101
Toronto, Ontario, M4M 1K3

Attention: Ramzi Hindieh, Director

Ramzi Hindieh
39 Queens Quay East, Unit 528
Toronto, Ontario, M5E 0A5

SCHEDULE "A"

1. All items of inventory of the Debtor wherever located including that located at 1003 Queen Street East, Unit 1, Toronto, Ontario, M4M 1K3;
2. Equipment of Debtor wherever located including that located at 1003 Queen Street East, Unit 1, Toronto, Ontario, M4M 1K3;
3. All accounts of the Debtor;
4. Books, records, customer accounts of the Debtor;
5. Goodwill of the Debtor including its trade name;
6. Customer lists of the Debtor;
7. Any choses in action of the Debtor; and
8. Any and all other assets of the Debtor of any nature or kind or description whatsoever.

Our File No. 70212

December 4, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

Ramzi Hindieh

39 Queens Quay East, Unit 528
Toronto, Ontario, M5E 0A5

**Re: Ramzi Hindieh Dentistry Professional Corporation (the “Borrower”)
and The Bank of Nova Scotia (the “Bank”)**

We are lawyers for the Bank and confirm that you have guaranteed the obligations of the Borrower to the Bank pursuant to three (3) unlimited guarantees dated March 9, 2020 with respect to the VISA Infinite Business card (the “First Guarantee”), March 27, 2020 with respect to the Term Loan (the “Second Guarantee”) and February 3, 2022 with respect to the Credit Line (the “Third Guarantee”).

Please find enclosed a copy of a letter demanding repayment from the Borrower of its indebtedness to the Bank together with a copy of the Notice of Intention to Enforce Security which was served upon the Borrower.

Pursuant to the First Guarantee executed by you, we hereby demand payment from you of \$19,866.25 on account of the monies due and owing by the Borrower to the Bank, plus interest accruing thereon, pursuant to the terms of the said guarantee at the Bank’s fixed rate of 19.99% per annum, calculated from the date hereof until the date of receipt of payment or judgment.

Pursuant to the Second Guarantee executed by you, we hereby demand payment from you of \$532,765.17 on account of the monies due and owing by the Borrower to the Bank, plus interest accruing thereon, pursuant to the terms of the said guarantee at the Bank’s prime rate of interest minus 0.25% per annum, calculated from the date hereof until the date of receipt of payment or judgment.

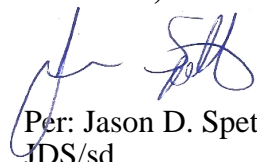
Pursuant to the Third Guarantee executed by you, we hereby demand payment from you of \$147,809.26 on account of the monies due and owing by the Borrower to the Bank, plus interest accruing thereon, pursuant to the terms of the said guarantee at the Bank’s prime rate of interest minus 0.25% per annum, calculated from the date hereof until the date of receipt of payment or judgment.

Please be advised if we are not in receipt of payment in full of the said indebtedness of the Borrower to the Bank as demanded from the Borrower or payment from you of your obligations pursuant to the said guarantee on or before the close of business December 22, 2023 we have instructions to commence whatever legal proceedings we deem necessary in order to recover the

said monies demanded herein, plus interest thereon from the date of demand from you as a guarantor of the obligations of the Borrower to the Bank, including enforcing all security provided by you to the Bank.

Yours very truly,

LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter

JDS/sd

Encl.

c. client



Our File No. 70222

December 15, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

R Capital Inc.

1003 Queen Street East, Unit 1
Toronto, Ontario M4M 1K3

Attention: Ramzi Hindieh, Director

**Re: R Capital Inc. (the “Borrower”)
and The Bank of Nova Scotia (the “Bank”)**

We are lawyers for the Bank and confirm that the Borrower is indebted to the Bank pursuant to a Credit Agreement for business dated March 9, 2020 provided by the Bank to the Borrower as hereinafter indicated:

Loan No. 1	Term Loan		
Principal amount outstanding		\$ 1,108,182.84	
as of the close of business November 28, 2023			
Accrued and unpaid interest for			
the period up to and including November 28, 2023		\$ 27,431.30	
	Sub-Total:		\$1,135,614.14

Interest continuing to accrue based on the current prime rate of interest of 7.20% *minus* 0.25% per annum at \$211.01 per diem based on the current principal amount outstanding until the date of receipt of payment or judgment.

TOTAL: \$1,135,614.14

As you are in default of your payment obligations to and/or your covenants with the Bank, as authorized agents of the Bank, we hereby demand repayment in full of the foregoing indebtedness totalling \$1,135,614.14 with respect to the said Loan, plus all legal fees and disbursements incurred by the Bank due to the said default, up to and including the date of payment. Please be advised if we are not in receipt of payment in full of the foregoing amount, including interest accrued up to and including the date of receipt of payment on or before the close of business January 2, 2024 (the “Demand Date”) we have instructions from the Bank to commence whatever legal proceedings we deem necessary in order to recover the full amount of the indebtedness due and owing by the Borrower to the Bank and to enforce all security held by the Bank for the obligations of the Borrower to the Bank as contemplated in the enclosed Notice of Intention to Enforce Security.

Please be advised that we are simultaneously making demand upon the guarantors of the obligations of the Borrower to the Bank.

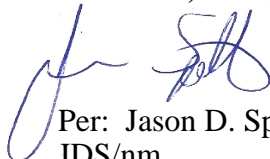
Please be advised the time frame indicated in this demand is without prejudice to the Bank terminating its relationship with the Borrower if at any time between the date hereof and the Demand Date the Borrower commits an event of default pursuant to any agreement entered into by the Borrower with the Bank or the Borrower conducts itself in such a manner as to cause the Bank to feel insecure with respect to the security position held by the Bank for the indebtedness due and owing by the Borrower to the Bank.

If the foregoing amounts fluctuate for any reason whatsoever between the date hereof and the date of payment of the indebtedness of the Borrower to the Bank, please consider this demand effective with respect to whatever the balance of principal plus accrued and unpaid interest may be at any time between the date hereof and the Demand Date and if not paid on or before the Demand Date, be considered a demand for the balance due and owing as of the Demand Date.

Please find enclosed a Notice of Intention to Enforce Security served upon you pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours very truly,

LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter
JDS/nm
Encl.

c. guarantors
c. client

FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: **R CAPITAL INC.** an insolvent person

TAKE NOTICE THAT:

1. **THE BANK OF NOVA SCOTIA** a secured creditor, intends to enforce its security on the property of the insolvent person described below:

- i.) All of your right, title and interest in real property municipally known as 1003 Queen Street East, Unit 1, Toronto, Ontario, M4M 1K3 bearing legal description:

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2569
AND ITS APPURTENANT INTEREST; CITY OF TORONTO;

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2569
AND ITS APPURTENANT INTEREST; CITY OF TORONTO;

UNIT 9, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2569
AND ITS APPURTENANT INTEREST; CITY OF TORONTO;

PIN NO. 76569-0001 (LT); 76569-0002 (LT); 76569-0026 (LT)

2. The security that is to be enforced is comprised of the following:

- i.) a charge/mortgage executed and delivered by the insolvent person in favour of The Bank of Nova Scotia dated April 3, 2020 registered in the Land Registry Office No. 66 for Toronto as Instrument No. AT5402109

3. The total amount of the indebtedness secured by the security is \$1,135,614.14, as of November 28, 2023 including principal and interest as of the date hereof together with interest and costs continuing to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 15th day of December, 2023.

THE BANK OF NOVA SCOTIA
by its authorized agent herein
LIPMAN, ZENER & WAXMAN PC

Per: 

JASON D. SPETTER

This Notice is a required document under the *Bankruptcy & Insolvency Act* ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing in it shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

Our File No. 70222

December 15, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

Ramzi Hindieh

39 Queens Quay East, Unit 528
Toronto, Ontario M5E 0A5

**Re: R Capital Inc. (the “Borrower”)
and The Bank of Nova Scotia (the “Bank”)**

We are lawyers for the Bank and confirm that you have guaranteed the obligations of the Borrower to the Bank pursuant to an unlimited guarantee dated March 9, 2020.

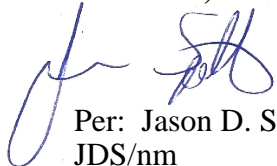
Please find enclosed a copy of a letter demanding repayment from the Borrower of its indebtedness to the Bank together with a copy of the Notice of Intention to Enforce Security which was served upon the Borrower.

Pursuant to the guarantee executed by you, we hereby demand payment from you of \$1,135,614.14 on account of the monies due and owing by the Borrower to the Bank, plus interest accruing thereon, pursuant to the terms of the said guarantee at the Bank’s prime rate of interest *minus* 0.25% per annum, calculated from the date hereof until the date of receipt of payment or judgment.

Please be advised if we are not in receipt of payment in full of the said indebtedness of the Borrower to the Bank as demanded from the Borrower or payment from you of your obligations pursuant to the said guarantee on or before the close of business January 2, 2024 we have instructions to commence whatever legal proceedings we deem necessary in order to recover the said monies demanded herein, plus interest thereon from the date of demand from you as a guarantor of the obligations of the Borrower to the Bank, including enforcing all security provided by you to the Bank.

Yours very truly,

LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter
JDS/nm
Encl.

c. client

Our File No. 70222

December 15, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

Ramzi Hindieh Dentistry Professional Corporation

1003 Queen Street East, Unit 1
Toronto, Ontario M4M 1K3

Attention: Ramzi Hindieh, Director

**Re: R Capital Inc. (the “Borrower”)
and The Bank of Nova Scotia (the “Bank”)**

We are lawyers for the Bank and confirm that you have guaranteed the obligations of the Borrower to the Bank pursuant to an unlimited guarantee dated March 9, 2020.

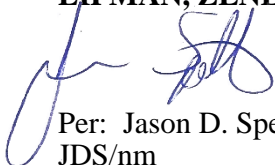
Please find enclosed a copy of a letter demanding repayment from the Borrower of its indebtedness to the Bank together with a copy of the Notice of Intention to Enforce Security which was served upon the Borrower.

Pursuant to the guarantee executed by you, we hereby demand payment from you of \$1,135,614.14 on account of the monies due and owing by the Borrower to the Bank, plus interest accruing thereon, pursuant to the terms of the said guarantee at the Bank’s prime rate of interest *minus* 0.25% per annum, calculated from the date hereof until the date of receipt of payment or judgment.

Please be advised if we are not in receipt of payment in full of the said indebtedness of the Borrower to the Bank as demanded from the Borrower or payment from you of your obligations pursuant to the said guarantee on or before the close of business January 2, 2024 we have instructions to commence whatever legal proceedings we deem necessary in order to recover the said monies demanded herein, plus interest thereon from the date of demand from you as a guarantor of the obligations of the Borrower to the Bank, including enforcing all security provided by you to the Bank.

Yours very truly,

LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter
JDS/nm
Encl.

c. client

This is **Exhibit “S”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

LOAN DETAILS

Page: 1
 Date: 11/29/2023
 Time: 8:37:30 AM

Account Number: 788160003799
 Short Name: RAMZI HINDIEH
 Loan No: 03
 Status: Delinquent
 Description: Term Financing : Prime Based

BLT: 78816
 Step: N
 Loan Currency: CAD
 Type: 3220

Loan Summary

IG: 75-Higher Risk

O/S Amount:	\$532,056.00	CAD	O/S Equivalent:	\$0.00	USD
Revolving Limit:	\$0.00		Non-Revolving Limit:	\$552,520.00	
Payment Due Date:	2023-11-28		Payment Amount:	\$5,116.00	

Loan Details

O/S Amount:	\$532,056.00	CAD	Interest Rate:	6.950
Regular Payment & Interest:	\$5,116.00		Last Activity Date:	2023-11-22
Uncollected Interest:	\$0.00		Last Pay Date:	2023-11-22
Prepayment Amount:	\$0.00		Payment Due Date:	2023-11-28
No. of Payments Remaining:	0			
No. of Days Late:	116			
No. of Times Delinquent:	8			

Loan Payment Detail

Payment Amount:	\$0.00	Payment Due Date:	2023-11-28
Principal Amount:	\$5,116.00	Arrears Amount:	\$5,116.00
Interest to Date:	\$709.17	Uncollected Interest:	\$0.00
Total Today:	\$5,116.00		

Message

INTEREST TYPE: PRIME

CLOSE LOAN INQUIRY

Page: 1
Date: 11/29/2023

Account Number: 788160003799
Short Name: RAMZI HINDIEH
Loan No: 03
Status: Delinquent
Description: Term Financing : Prime Based

BLT: 78816
Step N
Loan Currency: CAD
Type: 3220

Close Loan Inquiry

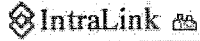
O/S Amount:	\$532,056.00	CAD	Closing Amount:	\$532,765.17
Uncollected Interest:	\$0.00		Arrears Amount:	\$5,116.00
Interest Rebate:	\$0.00		No. of Payments Remaining:	0
Interest to Date:	\$709.17		No. of Days Late:	116
Payment Amount:	\$5,116.00		No. of Times Delinquent:	8
Payment Due Date:	2023-11-28			
Last Activity Date:	2023-11-22			

Message

788160251615 INQ 0 OVR 1/A

SPP-ODF

RAMZIHINDIEHDP	78816 02516.15
SERVICE CHARGE AMOUNT	43.00
OVERDRAFT PROTECTION FEE	.00
OVERDRAFT INTEREST	754.29
ACCOUNT BALANCE	147809.26-



Quick Tools

Rates

Scotiabank

Search

VISA Business Passport INF/Scotia GM Account Inquiry - Profile

[Help](#)

Sub Product : Scotiabank Passport VI Business card

Account Number : 4538 1700 7382 4017

Status : Open

Expiry Date : 2024/03

Customer Details

Customer Name: DR RAMZI HINDIEH

CRI:

Account Title: DR RAMZI HINDIEH

Business Legal Name : RAMZI HINDIEH DPC

Servicing Details

BLT : 78816

Relationship Manager
Code :

Balance Details

Credit Limit : \$20,000.00

Credit Limit Date :

Available Credit : \$210.00

Payout Amount : \$19,866.25

Outstanding Balance : \$19,789.96

Bonus Point Balance : 222,341

Maintain Accot

Continue

Cancel

This is **Exhibit "T"** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'Randy Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

CLOSE LOAN INQUIRY

Page: 1

Date: 11/29/2023

Account Number: 788160003798

Short Name: R CAPITAL INC.

Loan No: 03

Status: Delinquent

Description: Term Financing : Prime Based

BLT: 78816

Step: N

Loan Currency: CAD

Type: 3220

Close Loan Inquiry

O/S Amount:	\$1,108,182.84	CAD	Closing Amount:	\$1,135,614.14
Uncollected Interest:	\$25,954.23		Arrears Amount:	\$21,005.00
Interest Rebate:	\$0.00		No. of Payments Remaining:	0
Interest to Date:	\$1,477.07		No. of Days Late:	201
Payment Amount:	\$4,201.00		No. of Times Delinquent:	6
Payment Due Date:	2023-07-28			
Last Activity Date:	2023-11-21			

Message

This is **Exhibit “U”** referred to in the affidavit of **Judy Vielle**, sworn before me this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read "Randy Schliemann", written over a light blue rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U).

Vy Rodulfo

From: Jason Spetter
Sent: September 8, 2024 10:37 AM
To: Dr. Ramzi Hindieh
Subject: RE: The Bank of Nova Scotia re Ramzi Hindieh Dentistry Professional Corporation/R. Capital Inc.

Dr. Ramzi,

May I please have an update on both matters.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Dr. Ramzi Hindieh <hindieh@gmail.com>
Sent: May 13, 2024 11:15 AM
To: Jason Spetter <jspetter@szklaw.ca>
Subject: Re: The Bank of Nova Scotia re Ramzi Hindieh Dentistry Professional Corporation/R. Capital Inc.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As an update: I am in the process of listing and selling the practice
I appreciate your patience

Thank you

Ramzi Hindieh, D.M.D., F.R.C.D.(C)
Fellow of the Royal College of Dentists of Canada
Dental Surgeon and Certified Specialist in Prosthodontics

On Mon, Apr 15, 2024 at 10:56 AM Jason Spetter <jspetter@szklaw.ca> wrote:

Dr. Ramzi,

I have sought further instructions from the bank.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Dr. Ramzi Hindieh <hindieh@gmail.com>

Sent: Monday, April 15, 2024 9:24 AM

To: Jason Spetter <jspetter@szklaw.ca>

Subject: Re: The Bank of Nova Scotia re Ramzi Hindieh Dentistry Professional Corporation/R. Capital Inc.

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Hi Jason

So sorry for the late reply. I must have missed the earlier email and I do apologize. I will actively look to refinance and will be grateful for your help in having the maximum amount of time possible for this matter. I have been servicing the loan.

Best regards

Dr Ramzi Hindieh

Ramzi Hindieh, D.M.D., F.R.C.D.(C)

Fellow of the Royal College of Dentists of Canada

Dental Surgeon and Certified Specialist in Prosthodontics

On Sun, Apr 14, 2024 at 3:44 PM Jason Spetter <jspetter@szklaw.ca> wrote:

Dr. Ramzi.

As no response has been received to my email below, our instructions are to immediately proceed with enforcement of the bank's outstanding facilities.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Jason Spetter

Sent: Wednesday, March 13, 2024 9:32 PM

To: Dr. Ramzi Hindieh <hindieh@gmail.com>

Cc: Arun Ramachandran <arun@aapartners.ca>

Subject: RE: The Bank of Nova Scotia re Ramzi Hindieh Dentistry Professional Corporation/R. Capital Inc.

WITHOUT PREJUDICE

Dr. Ramzi,

The bank has confirmed that they do wish to exit the banking relationship on both matters. They are prepared to enter into a forbearance agreement to give you 60-90 days to seek refinancing so that the bank is paid in full.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Dr. Ramzi Hindieh <hindieh@gmail.com>

Sent: Tuesday, January 9, 2024 6:08 PM

To: Jason Spetter <jspetter@szklaw.ca>

Cc: Arun Ramachandran <arun@aapartners.ca>

Subject: Re: The Bank of Nova Scotia re Ramzi Hindieh Dentistry Professional Corporation/R. Capital Inc.

You don't often get email from hindieh@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jason

Please let me know if the information provided is adequate (provided and recommended by my accountant)

Many thanks

Ramzi Hindieh, D.M.D., F.R.C.D.(C)

Fellow of the Royal College of Dentists of Canada

Dental Surgeon and Certified Specialist in Prosthodontics

On Fri, Dec 22, 2023 at 9:35 AM Jason Spetter <jspetter@lzwlaw.com> wrote:

WITHOUT PREJUDICE

Dr. Ramzi,

Thank you for your call of this morning. I confirm that the bank will not take any further action at this time without providing you with written notice.

As discussed, you advised that the practice is continuing to operate. I would appreciate if you can provide me with monthly P&L Statements for 2023 as well as the year end financial statements for 2022.

You asked if the bank would agree to accept payment of the outstanding arrears on both matters and to continue making regular loan payments on a go forward basis. I have asked the bank to confirm the arrears owing on both matters and to confirm if they would be prepared to continue regular banking arrangements for both companies if the arrears are paid.

I look forward to receiving the requested financial information.

Jason Spetter | B.A., LL.B.

Managing Director

D. 416 789 0655

T. 416 789 0652 x367

F. 416 789 9015

jspetter@lzwlaw.com



**Lipman, Zener &
Waxman PC**

Barristers &
Solicitors

[100 Sheppard
Avenue East, Suite
850](#)

[Toronto ON, M2N
6N5](#)

lzwlaw.com

This message and any attachments are intended only for the addressee(s) and may contain privileged or confidential information. Any unauthorized disclosure is strictly prohibited. If you have received this message in error, please notify us immediately so that we may correct our internal records. Please then permanently delete the original message and any attachments and destroy any copies. Thank you.

This is **Exhibit “V”** referred to in the
affidavit of **Judy Vielle**, sworn before me
this 25th day of September, 2024.

A handwritten signature in black ink, appearing to read 'R. Schliemann', written over a light gray rectangular background.

A COMMISSIONER FOR TAKING AFFIDAVITS
RANDY SCHLIEMANN (69225U)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE BANK OF NOVA SCOTIA

Applicant

-and-

RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION
carrying on business as LESLIEVILLE PROSTHODONTICS
and RAMZI HINDIEH and R CAPITAL INC.

Respondents


***APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990, c. C.43, AS AMENDED***

CONSENT TO ACT AS RECEIVER

BDO CANADA LIMITED hereby consents to act as Receiver of the assets, undertakings and properties of Ramzi Hindieh Dentistry Professional Corporation carrying on business as Leslieville Prosthodontics and R Capital Inc. as described in the form of the draft Order included with the Application Record of the Applicant, The Bank of Nova Scotia, with such amendments as may be ordered by the Court.

Dated: September 20, 2024

BDO CANADA LIMITED

Per:  _____

Name: Josie Parisi, CIRP, LIT

I have authority to bind the corporation

IN THE MATTER OF SECTION 243 (1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.B-3 AS AMENDED;
IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 c.C-43, AS AMENDED

THE BANK OF NOVA SCOTIA
Applicant

-and-

RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION et al.
Respondents

Court File No.: CV-24-00727688-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
Toronto

AFFIDAVIT OF JUDY VIELLE

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5
Direct: 416-789-0652
Fax: 416-789-9015

IAN KLAIMAN [LSO 58955G]
Email: iklaiman@szklaw.ca

RANDY SCHLIEMANN [LSO 69225U]
Email: rschliemann@szklaw.ca

Lawyers for the Applicant,
The Bank of Nova Scotia

TAB 3

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. CV-24-00727688-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEEKDAY, THE #
)
JUSTICE) DAY OF MONTH, 20YR
)

THE BANK OF NOVA SCOTIA
PLAINTIFF¹

PlaintiffApplicant

- and -

RAMZI HINDIEH DENTISTRY PROFESSIONAL CORPORATION
carrying on business as LESLIEVILLE PROSTHODONTICS
and RAMZI HINDIEH and R CAPITAL INC.
DEFENDANT

DefendantRespondents

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff²Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing

¹ ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

~~[RECEIVER'S NAME]~~ BDO Canada Limited as receiver ~~and manager~~ (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Ramzi Hindieh Dentistry Professional Corporation carrying on business as Leslieville Prosthodontics ("RH Dentistry") and R Capital Inc. ("RC Inc.", and collectively with RH Dentistry, ~~DEBTOR'S NAME]~~ (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

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ON READING the affidavit of ~~[NAME]~~ Judy Vielle sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for the Applicant ~~[NAMES]~~, no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of ~~[RECEIVER'S NAME]~~ BDO Canada Limited to act as the Receiver,

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SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion-Application~~ and the ~~Motion-Application~~ is hereby abridged and validated³ so that this ~~motion-Application~~ is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including, without limitation, the property municipally known as 1003 Queen Street East, Unit 1, Toronto, Ontario, M4M 1K3, and including all proceeds thereof (the "Property").

³ If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in

collecting such monies, including, without limitation, to enforce any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$_____; \$500,000.00; and

~~⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

~~⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor_s may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor_s, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor_s, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor_s, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS any and all financial institutions, banks and their affiliates, shall produce to the Receiver any and all Records, banking documents related to the Debtors, any transaction supporting document and any of the Debtors' records in its possession or control, having regard to the limitations of the financial institutions' retention and storage policies and practices, notwithstanding that any disclosure may include "personal property" about third parties as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended.*

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~~7.8.~~ THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

~~8.9.~~ THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

~~9.10.~~ THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

~~10.11.~~ THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

~~11.12.~~ THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

~~12.13.~~ THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including

without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

~~13.14.~~ THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

~~14.15.~~ THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtor until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND CASL

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS)*.

~~15.~~

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LIMITATION ON ENVIRONMENTAL LIABILITIES

16.18. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the

protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17.19. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18.20. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory

or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

~~19.21.~~ THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

~~20.22.~~ THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

~~21.23.~~ THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed ~~\$~~ \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

~~⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

22-24. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23-25. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24-26. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25-27. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

26-28. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business

day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

~~27-29.~~ THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

~~30.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

~~28-31.~~ THIS COURT ORDERS that the Receiver is authorized but not required to retain the same law firm to act as legal counsel as the Applicant, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order, in any matter where there is no conflict arising from that firm's existing and ongoing role as counsel to the Applicant. In respect of any issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel, in which case, the law firm may continue acting as counsel to the Applicant.

~~29-32.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

~~30-33.~~ THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~31-34.~~ THIS COURT ORDERS that the ~~Plaintiff-Applicant~~ shall have its costs of this ~~motion~~Application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's-Applicant's~~ security or, if not so provided by the ~~Plaintiff's-Applicant's~~ security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's' estate with such priority and at such time as this Court may determine.

~~32-35.~~ THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order

~~33-36.~~ THIS COURT ORDERS that, notwithstanding Rule 59.05 of the Rules of Civil Procedure, this order is effective from the date it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or motion for leave to appeal is brought to an appellant court in respect of this Order.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~{RECEIVER'S NAME}~~ BDO Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties of Ramzi Hindieh Dentistry Professional Corporation carrying on business as Leslieville Prosthodontics and R Capital Inc. (the "Debtors") ~~{DEBTOR'S NAME}~~ acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

BDO Canada Limited ~~[RECEIVER'S NAME]~~,
solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

THE BANK OF NOVA SCOTIA

,
and

RAMZI HINDIEH DENTISTRY PROFESSIONAL
CORPORATION, et al.

Plaintiff

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

***APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3,
AS AMENDED, AND SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED***

APPLICATION RECORD

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, ON M2N 6N5

Ian Klaiman
LSO No. 58955G
iklaiman@szklaw.ca

Randy Schliemann
LSO No. 69225U
rschliemann@szklaw.ca

T: 416.789.0652
F: 416.789.9015

Lawyers for the Plaintiff