

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

10078638 CANADA CORPORATION and CYNTHIA SALOMON

Respondents

APPLICATION UNDER SECTION 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
(Appointment of Receiver)

May 5, 2026

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Tel: 905-540-8208

Bart Sarsh (LSO No. 59208N)

Tel: 905-540-3242

Bart.Sarsh@gowlingwlg.com

Lawyers for the Applicant

TO: THE SERVICE LIST

**THE SERVICE LIST
(as at April 30, 2026)**

GOWLING WLG (CANADA) LLP

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Bart Sarsh (LSO No. 59208N)

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Email: bart.sarsh@gowlingwlq.com

Lawyers for the Applicant

RESPONDENTS

10078638 CANADA CORPORATION

78 Butson Crescent
Bowmanville, ON L1C 0S5

Attention: Cynthia Salomon, Director

Email: cynthiasalomon@icloud.com

Respondent

CYNTHIA SALOMON

78 Butson Crescent
Bowmanville, ON L1C 0S5

Email: cynthiasalomon@icloud.com

Respondent

PROPOSED RECEIVER

BDO CANADA LIMITED

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Hamilton, ON L8P 1H1

Peter Crawley

Tel: 289-678-0243

Email: pcrawley@bdo.ca

Chris Mazur

Tel: 416-369-3795

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Proposed Receiver

SECURED CREDITORS

THE CORPORATION OF THE CITY OF WINDSOR

Office of the Treasurer
410-350 City Hall Square West
Windsor, ON N9A 6S1

Email: propertytax@citywindsor.ca

GOVERNMENT

ATTORNEY GENERAL OF CANADA

Department of Justice
Regional Office, Tax Law Section
120 Adelaide Street West, Suite 400
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Email:
agc-pgc.toronto-tax-fiscal@justice.gc.ca

OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA

151 Yonge Street, 4th Floor
Toronto, ON M5C 2W7

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ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT)

Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

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bart.sarsh@gowlingwlg.com; cynthiasalomon@icloud.com; pcrawley@bdo.ca;
cmazur@bdo.ca; propertytax@citywindsor.ca; agc-pgc.toronto-tax-fiscal@justice.gc.ca;
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**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

5010980 ONTARIO INC., THE ESTATE OF ROBERT BOUCHER,
DIANE BOUCHER and ANGEL VINCENT

Respondents

APPLICATION UNDER SECTION 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

INDEX

Tab	Document
<u>TAB 1</u>	Notice of Application issued April 30, 2026
<u>TAB 2</u>	Affidavit of Yoan Bouchard affirmed May 5, 2026
Exhibit A	Corporate Profile for 10078638 Canada Corporation as of April 16, 2026
Exhibit B	Loan Agreement dated June 22, 2022
Exhibit C	Acknowledgement and Direction re Charge/Mortgage dated June 22, 2022
Exhibit D	Charge/Mortgage registered as CE1086175 on June 23, 2022
Exhibit E	Assignment of Rents dated June 22, 2022
Exhibit F	Acknowledgement and Direction re Assignment of Rents dated June 22, 2022
Exhibit G	Notice of Assignment of Rents-General registered as CE1086176 on June 23, 2022

Tab	Document
Exhibit H	Ontario PPSA search results against 10078638 Canada Corporation as of March 16, 2026
Exhibit I	Parcel Register for 446 Wyandotte Street West, Windsor as of March 17, 2026
Exhibit J	General Guarantees and Postponement of Claim dated June 22, 2022
Exhibit K	City of Windsor Tax Certificate dated March 30, 2026
Exhibit L	Notice of Default dated December 2, 2025
Exhibit M	Demand Letter and BIA 244 Notice dated March 18, 2026 with covering email and registered mail trackings
Exhibit N	Email chain dated March 18, 2026 between Mr. Sarsh and Salomon
Exhibit O	Email dated March 23, 2026 to Salomon with Forbearance Agreement
Exhibit P	Email chain for the period March 23, 2026 to April 14, 2026
Exhibit Q	Standard Charge Terms, Filing No. 201909
Exhibit R	Acknowledgement re SCT dated June 22, 2022
Exhibit S	Consent to Act of BDO Canada Limited dated April 23, 2026
Exhibit T	Email exchange dated April 29, 2026 with the Oshawa Trial Co-ordinator

TAB 3 Draft Appointment Order

TAB 4 Blackline version to Model Appointment Order

TAB 1



**ONTARIO
SUPERIOR COURT OF JUSTICE**

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CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

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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 (*choose one of the following*)

- In person
- By telephone conference
- By video conference

at the following location:

Ontario Superior Court of Justice

245 Windsor Avenue, Windsor, Ontario, N9A 1J2

on **Tuesday, May 26, 2026 at 10:00 a.m.**

the Zoom link to be provided by the Court

-2-

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.

Issued by _____
Local Registrar

Address of 245 Windsor Avenue
court office: Windsor, Ontario, N9A 1J2

TO: **THE SERVICE LIST**

-3-

THE SERVICE LIST (as at April 30, 2026)	
GOWLING WLG (CANADA) LLP One Main Street West Hamilton, ON L8P 4Z5 Bart Sarsh (LSO No. 59208N) Tel: 905-540-3242 Email: bart.sarsh@gowlingwlg.com Lawyers for the Applicant	
RESPONDENTS	
10078638 CANADA CORPORATION 78 Butson Crescent Bowmanville, ON L1C 0S5 Attention: Cynthia Salomon, Director Email: cynthiasalomon@icloud.com Respondent	CYNTHIA SALOMON 78 Butson Crescent Bowmanville, ON L1C 0S5 Email: cynthiasalomon@icloud.com Respondent
PROPOSED RECEIVER	
BDO CANADA LIMITED 805-25 Main Street West Hamilton, ON L8P 1H1 Peter Crawley Tel: 289-678-0243 Email: pcrawley@bdo.ca Chris Mazur Tel: 416-369-3795 Email: cmazur@bdo.ca Proposed Receiver	

-4-

SECURED CREDITORS	
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GOVERNMENT	
ATTORNEY GENERAL OF CANADA Department of Justice Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: agc-pgc.toronto-tax-fiscal@justice.gc.ca	OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca
ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT) Legal Services Branch 33 King Street West, 6 th Floor Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca	

EMAIL SERVICE LIST

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cmazur@bdo.ca; propertytax@citywindsor.ca; agc-pgc.toronto-tax-fiscal@justice.gc.ca;
osbservice-bsfservice@ised-isde.gc.ca; insolvency.unit@ontario.ca

-5-

APPLICATION

1. The Applicant, Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**”), makes an Application for:

- (a) if necessary, an Order abridging the time for service and filing of the Application Record and dispensing with service on any person other than those served; and
- (b) an Order substantially in the form contained at **Tab 3** of the Application Record (the “**Appointment Order**”) appointing BDO Canada Limited (“**BDO**”) as the receiver and manager (in such capacities, the “**Receiver**”) without security, over all property, assets and undertakings of 10078638 Canada Corporation (“**1007**” or the “**Borrower**” or the “**Debtor**”) acquired for, or used in relation to, the business carried on by the Debtor including all of the Debtor’s right, title and interest in and to the real property described in Schedule “A” to the Appointment Order including all proceeds from such real property (the “**Property**”) pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and s. 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended (the “**CJA**”); and
- (c) Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE APPLICATION ARE:

I. THE PARTIES

2. The Caisse is a credit union established under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11.

-6-

3. 1007 is a corporation that holds title to property consisting of a three-storey 5-unit residential building located at 446 Wyandotte Street West, Windsor, Ontario (the “**Property**”). 1007 was incorporated pursuant to the laws of Canada, with a registered office in Bowmanville, Ontario which is part of the Municipality of Clarington within the Regional Municipality of Durham..

4. Cynthia Salomon (“**Salomon**”) is a director of 1007. Salomon provided a limited personal guarantee of certain loans, described below (a “**Guarantor**”), issued by the Caisse to 1007.

5. Salomon is named in the Application to facilitate co-operation with the Receiver, once appointed.

II. LOAN NO. 724223-PR1

6. The Caisse (as lender), 1007 (as borrower), and Salomon (as guarantor) entered into a Loan Agreement on June 22, 2022 (the “**Loan Agreement**”).

7. Pursuant to the Loan Agreement, the Caisse advanced a loan in the total principal amount of \$576,800.00, for a term of five (5) years, from the date of disbursement together with interest at the Caisse’s prime rate increased by 1.600% per annum and calculated monthly and not in advance. The loan was disbursed on June 23, 2022.

Security

8. The Caisse holds security against 1007 as follows:

-7-

- (a) a Charge/Mortgage registered on June 23, 2022 as Instrument No. CE1086175 (the “**Collateral Mortgage**”) over the Property;
- (b) an Assignment of Rents registered on June 23, 2022 as Instrument No. CE1086176 (the “**Assignment of Rents**”) over the Property; and
- (c) personal property security in favour of the Caisse that was registered on June 24, 2022 against 1007 as related to the applicable personal property of 1007 in the provincial registry maintained under the *Personal Property Security Act (Ontario)*, R.S.O. 1990, c P.10 (the “**PPSA**”) under File No. 784310121 and Registration No. 20220624 1357 1901 2229.

The Guarantee

9. Salomon signed a General Guarantee and Postponement of Claim in favour of the Caisse dated June 22, 2022, in an unlimited amount, plus interest, costs and expenses in respect of all indebtedness, liabilities and obligations of 1007 (the “**General Guarantee**”).

DEFAULTS, DEMANDS, AND NOTICE OF INTENTION TO ENFORCE

10. Numerous events of default under the Collateral Mortgage have occurred.

11. 1007’s defaults are existing and continuing, including, but not limited to the defaults described below:

- (a) 1007 has failed to make prompt payment of the amounts due under the Collateral Mortgage; and

-8-

- (b) 1007 has failed to make prompt payment of the amount due for property taxes for 446 Wyandotte Street West, Windsor, Ontario. As of March 30, 2026, the amount of \$9,654.37 was outstanding.

12. On December 2, 2025, the Caisse sent a Notice of Default to 1007 and Salomon indicating that the loan was overdue by \$10,420.50 and property taxes were in default. The Notice of Default further indicated that the loan would become due and payable if the defaults were not remedied within 30 days.

13. On March 18, 2026, Gowling WLG (Canada) LLP (“**Gowlings**”) acting on behalf of the Caisse issued the following to 1007 and Salomon as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of March 16, 2026 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of March 31, 2026; and
- (b) a Notice of Intention to Enforce Security on the property of 1007 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

CORRESPONDENCE WITH DEBTOR AND GUARANTOR

14. On March 18, 2026 after receiving the Demand Letter and BIA 244 Notice, Salomon contacted Mr. Yoan Bouchard at the Caisse about the loan arrears. The Caisse’s lawyer, Bart Sarsh (“**Mr. Sarsh**”) of Gowlings, wrote to Salomon requesting her plan to address the loan arrears and property taxes with specific timelines as well as a

-9-

copy of the property insurance policy for the Property and the current residential tenancy leases.

15. Salomon responded indicating that she could have the entire arrears including property taxes paid by April 17, 2026. Mr. Sarsh inquired how she would be getting the funds to pay the loan and property tax arrears and again requested a copy of the property insurance policy for the Property. Salomon responded that funds would be coming from her own source and the Property was currently listed for sale. She advised that the leases had been revoked and the tenants were vacating to increase the chances of selling the Property. She provided the property insurance policy for the Property and Leases.

16. On March 23, 2026, a Forbearance Agreement was sent to Salomon by email.

17. Salomon acknowledged receipt of the Forbearance Agreement on March 23, 2026 and indicated that she would forward it to her counsel and respond by the deadline. Follow-up emails were sent to Salomon on April 2, 2026 and April 10, 2026. On April 14, 2026 Mr. Sarsh emailed Salomon, "As you have stopped communicating with us, Desjardins has no choice but to pursue a receivership application to sell the property."

NEED FOR A RECEIVER

18. As of March 16, 2026, the aggregate indebtedness of 1007 due and owing to the Caisse was \$605,137.98 for the Collateral Mortgage in addition to ongoing accrual of interest as set out in the Loan Agreement excluding professional fees, disbursements and HST (the "**Indebtedness**").

-10-

19. As indicated above, certain events of default have occurred under the Collateral Mortgage, which are ongoing and outstanding.
20. 1007 is not able to pay the Indebtedness owing on its respective loan.
21. The statutory notice period provided for under the Demand Letter and BIA 244 Notice has expired.
22. The Caisse has lost confidence in the management of 1007 for all of the reasons detailed in this affidavit.
23. 1007 does not have the ability to fund ongoing mortgage or property tax payments, and this is eroding the value of the Caisse's security position due to the accrual of the Indebtedness without meaningful repayment of the loan.
24. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of 1007's defaults. The appointment of the Receiver is necessary to preserve the value of the Property and the Caisse's collateral.
25. Upon appointment, the Receiver will assess the state of 10074 and determine a strategy for recovery of the assets for the benefit of all stakeholders, including communicating directly with all affected parties.
26. The Loan Agreement at Article 12 states:

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

-11-

27. Article 38 of the Caisse's Standard Charge Terms filed as number 201909 provides for the appointment of a Receiver:

38. RECEIVERSHIP OF MEMBER

Notwithstanding anything in this Charge, upon default of any of these provisions, the Financial Institution may, with or without entry into possession of the Lands, by instrument in writing appoint any person, whether an officer or an employee of the Financial Institution or not, to be a receiver of the Lands, and of the rents and profits with or without security, and may by similar writing remove any receiver and appoint another in its place and in making any such appointment or removal, the Financial Institution shall be deemed to be acting as the agent or attorney for the Member, but no such appointment shall be revocable by the Member. Upon the appointment of any such receiver the following provisions shall apply:

- (a) Every such receiver shall have unlimited access to the Lands as agent and attorney for the Member (which right of access shall not be revocable by the Member) and shall have full power and unlimited authority to:
 - (i) collect the rents and profits from tenancies or operation of the Lands whether created before or after the Charge;
 - (ii) rent or operate any portion of the Lands which may become vacant on such terms and conditions as the receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;
 - (iii) complete the construction of any building or other erections or improvements on the Lands left by the Member in an unfinished state or award the same to others to complete and purchase, repair and/or maintain any personal property including, without limitation, appliances and equipment necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Member's materials, supplies, plans, tools, appliances, equipment and property of every kind and description;
 - (iv) manage, operate, repair, alter or extend the Lands or any part thereof.

The Member undertakes to ratify and confirm whatever any such receiver or agent may do.

- (b) The Financial Institution may in its sole discretion vest the receiver with all or any of the rights and powers of the Financial Institution.
- (c) The Financial Institution may fix the reasonable remuneration of the receiver who shall be entitled to deduct same out of the revenue or the sale proceeds of the Lands.
- (d) Every such receiver shall be deemed the agent or attorney of the Member and not, in any event, the agent of the Financial Institution. The Financial Institution shall not be responsible for the receiver's acts or omissions.
- (e) The appointment of any such receiver by the Financial Institution shall not result in or create any liability or obligation on the part of the Financial Institution to the receiver or to the Member or to any other person, and no appointment or removal of a receiver and no actions of a receiver shall constitute the Financial Institution a chargee in possession of the Lands.
- (f) No such receiver shall be liable to the Member to account for monies other than monies actually received by him in respect of the Lands, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:
 - (i) the receiver's remuneration as aforesaid;
 - (ii) all costs and expenses of every nature and kind incurred by the receiver in connection with the exercise of his or her remedies, rights and powers available at law and authority hereby conferred;
 - (iii) interest, Principal and other money which may be or become Charged upon the Lands in priority to the Charge, including taxes;
 - (iv) to the Financial Institution all interest, Principal and other amounts due under the Charge to be paid in such order as the Financial Institution in its sole discretion shall determine;

Thereafter, every such receiver shall be accountable to the Member for any surplus.

The remuneration and expenses of the receiver shall be paid by the Member on demand and shall be a charge on the Lands and shall bear interest from the date of demand at the same Rate as applies to the Principal Amount secured by this Charge.

- (g) Save as to claims for accounting under sub-paragraph (f) of this paragraph, the Member hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which arise or be caused to the Member or any person claiming through or under him or her by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.
- (h) The Financial Institution may, at any time, terminate any such receivership by notice in writing to the Member and to any such receiver.
- (i) The statutory declaration of an officer of the Financial Institution as to default under the provisions of the Charge and as to the due appointment of the receiver pursuant to the terms of this Charge shall be sufficient proof, as regards to such default and appointment.
- (j) The rights and powers conferred in respect of the receiver are supplemental to and not in substitution of any other remedies, rights and powers available at law which the Financial Institution may have.

28. If this Honourable Court sees fits to make such an appointment, BDO has consented to act as Receiver. BDO is a licensed insolvency trustee and has significant experience in mandates of this nature.

29. It is just and convenient for the court to appoint the Receiver.

-12-

30. Section 243(5) of the BIA as it relates to “the judicial district of the locality of the debtor” as that phrase is defined in s. 2 of the BIA is Oshawa, Ontario in that 1007’s registered office is within the territorial jurisdiction of this specific location of the Superior Court of Justice.

31. On April 29, 2026 Mr. Sarsh’s office inquired of the Oshawa Trial Co-ordinator what dates the court had available for the herein application to appoint a receiver. The Trial Co-ordinator advised that the Central East Practice Direction (which includes Oshawa) provides that all applications under one hour must be conferenced prior to any date being obtained or given for a hearing. The first available civil conference date was December 17, 2026.

32. Due to the ongoing losses accruing, this matter cannot wait until December 17, 2026 for a conference and the application being scheduled for a hearing thereafter. The Caisse is permitted to bring the receivership application in Windsor where the property is located and this is specifically permitted under s. 243(5) of the BIA.

33. Section 243 of the BIA.

34. Section 101 of the CJA.

35. Rules 1.04, 3.02, 14.05(3)(d), 16.08 and 38 of the *Rules of Civil Procedure*.

36. Such further and other grounds as the lawyers may advise and this Honourable Court permits.

-13-

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Application:

- (a) The affidavit of Yoan Bouchard, affirmed and the exhibits to the affidavit;
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court permits.

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Tel: 905-540-8208

Bart Sarsh (LSO No. 59208N)

Tel: 905-540-3242

Bart.Sarsh@gowlingwlg.com

Lawyers for the Applicant

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

- and -

10078638 CANADA CORPORATION, et al

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Respondents

ONTARIO
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PROCEEDING COMMENCED AT
WINDSOR

NOTICE OF APPLICATION

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Barristers & Solicitors
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Bart Sarsh (LSO No. 59208N)

Tel: 905-540-3242

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Lawyers for the Applicant

File Number: G10113823

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

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**AFFIDAVIT OF YOAN BOUCHARD
(Affirmed May 5, 2026)**

I, Yoan Bouchard of the City of Saguenay, in the Province of Québec, AFFIRM:

1. I am a *Directeur de comptes* (Account Director, Turnaround) in the *Prêts spéciaux* (Special Loans) group at *Mouvement Desjardins* (the Desjardins Group) and I am representing Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**” or the “**Lender**”), the Applicant in this proceeding. I have personal knowledge of the matters contained in this affidavit, except where I refer to matters based on information and belief, in which case I state the source of that information or belief, and believe it to be true.

2. I make this affidavit in support of the Caisse’s application for an order (the “**Appointment Order**”), among other things, appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacity, the “**Receiver**”) pursuant to section 243 of the

Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3 (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”) without security, over all of the properties, assets and undertakings of 10078638 Canada Corporation, (“**1007**” or the “**Borrower**” or the “**Debtor**”) acquired for, or used in relation to, the business carried on by the Debtor including all of the Debtor’s right, title and interest in and to the real property described in Schedule “A” to the Appointment Order including all proceeds from such real property (the “**Property**”).

I. THE PARTIES

3. The Caisse is a credit union established under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11.

4. 1007 is a corporation that holds title to property consisting of a three-storey 5-unit residential building located at 446 Wyandotte Street West, Windsor, Ontario (the “**Property**”). 1007 was incorporated pursuant to the laws of Canada, with a registered office in Bowmanville, Ontario which is part of the Municipality of Clarington within the Regional Municipality of Durham. Attached as [Exhibit “A”](#) is a true copy of the Corporate Profile for 1007 obtained from the federal ministry with a file currency date of April 16, 2026.

5. Cynthia Salomon (“**Salomon**”) is a director of 1007. Salomon provided a limited personal guarantee of certain loans, described below (a “**Guarantor**”), issued by the Caisse to 1007.

6. Salomon is named in the Application to facilitate co-operation with the Receiver, once appointed.

II. LOAN NO. 724223-PR1

7. The Caisse (as lender), 1007 (as borrower), and Salomon (as guarantor) entered into a Loan Agreement on June 22, 2022 (the “**Loan Agreement**”). Attached as [Exhibit “B”](#) is a true copy of the Loan Agreement dated June 22, 2022.

8. Pursuant to the Loan Agreement, the Caisse advanced a loan in the total principal amount of \$576,800.00, for a term of five (5) years, from the date of disbursement together with interest at the Caisse’s prime rate increased by 1.600% per annum and calculated monthly and not in advance. The loan was disbursed on June 23, 2022.

Security

9. The Caisse holds security against 1007 as follows:

(a) a Charge/Mortgage registered on June 23, 2022 as Instrument No. CE1086175 over lands municipally known as 446 Wyandotte Street West, Windsor, Ontario (the “**Collateral Mortgage**”). Attached as [Exhibit “C”](#) is a true copy of an Acknowledgement and Direction signed on behalf of 1007 authorizing the registration of the Collateral Mortgage. Attached as [Exhibit “D”](#) is a true copy of the registered Collateral Mortgage;

(b) an Assignment of Rents over lands municipally known as 446 Wyandotte Street West, Windsor, Ontario. Attached as [Exhibit “E”](#) is a true copy of the

Assignment of Rents dated June 22, 2022 (the “**Assignment of Rents**”). A Notice of Assignment of Rents-General was registered on June 23, 2022 as Instrument No. CE1086176. Attached as [Exhibit “F”](#) is a true copy of an Acknowledgement and Direction signed on behalf of 1007 authorizing the registration of the Notice of Assignment of Rents-General. Attached as [Exhibit “G”](#) is a true copy of the registered Notice of Assignment of Rents-General;

- (c) personal property security in favour of the Caisse that was registered on June 24, 2022 against 1007 as related to the applicable personal property of 1007 in the provincial registry maintained under the *Personal Property Security Act (Ontario)*, R.S.O. 1990, c P.10 (the “**PPSA**”) under File No. 784310121 and Registration No. 20220624 1357 1901 2229. Attached as [Exhibit “H”](#) is a true copy of the Ontario PPSA search results against 1007, with a file currency date of March 16, 2026.

- 10. Attached as [Exhibit “I”](#) is a true copy of the parcel register for 446 Wyandotte Street West, Windsor, Ontario with a currency date of March 17, 2026.

The Guarantee

- 11. Salomon signed a General Guarantee and Postponement of Claim in favour of the Caisse dated June 22, 2022, in an unlimited amount, plus interest, costs and expenses in respect of all indebtedness, liabilities and obligations of 1007 (the “**General Guarantee**”). Attached as [Exhibit “J”](#) is a true copy of the General Guarantee.

III. DEFAULTS, DEMANDS, AND NOTICE OF INTENTION TO ENFORCE

12. Numerous events of default under the Collateral Mortgage have occurred.
13. 1007's defaults are existing and continuing, including, but not limited to the defaults described below:
 - (a) 1007 has failed to make prompt payment of the amounts due under the Collateral Mortgage; and
 - (b) 1007 has failed to make prompt payment of the amount due for property taxes for 446 Wyandotte Street West, Windsor, Ontario. As of March 30, 2026, the amount of \$9,654.37 was outstanding. Attached as [Exhibit "K"](#) is a true copy of the City of Windsor Tax Certificate dated March 30, 2026.
14. On December 2, 2025, the Caisse sent a Notice of Default to 1007 and Salomon indicating that the loan was overdue by \$10,420.50 and property taxes were in default. The Notice of Default further indicated that the loan would become due and payable if the defaults were not remedied within 30 days. Attached as [Exhibit "L"](#) is a true copy of the Notice of Default.
15. On March 18, 2026, Gowling WLG (Canada) LLP ("**Gowlings**") acting on behalf of the Caisse issued the following to 1007 and Salomon as the Guarantor:
 - (a) a demand for payment (the "**Demand Letter**") of the total indebtedness owing as of March 16, 2026 plus interest and legal costs to the Caisse as set out in Schedule "B" to the Demand Letter by the deadline of March 31, 2026; and

- (b) a Notice of Intention to Enforce Security on the property of 1007 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit “M”](#) is a true copy of the Demand Letter and BIA 244 Notice along with the covering email and registered mail trackings.

IV. CORRESPONDENCE WITH DEBTOR AND GUARANTOR

16. On March 18, 2026 after receiving the Demand Letter and BIA 244 Notice, Salomon contacted me about the loan arrears. The Caisse’s lawyer, Bart Sarsh (“**Mr. Sarsh**”) of Gowlings, wrote to Salomon requesting her plan to address the loan arrears and property taxes with specific timelines as well as a copy of the property insurance policy for the Property and the current residential tenancy leases. Attached as [Exhibit “N”](#) is a true copy of the email chain dated March 18, 2026 between Mr. Sarsh and Salomon.

17. Salomon responded indicating that she could have the entire arrears including property taxes paid by April 17, 2026. Mr. Sarsh inquired how she would be getting the funds to pay the loan and property tax arrears and again requested a copy of the property insurance policy for the Property. Salomon responded that funds would be coming from her own source and the Property was currently listed for sale. She advised that the leases had been revoked and the tenants were vacating to increase the chances of selling the Property. She provided the property insurance policy for the Property and Leases. See [Exhibit “N”](#) previously attached for the March 18, 2026 emails between Salomon and Mr. Sarsh.

18. On March 23, 2026, a Forbearance Agreement was sent to Salomon by email. Attached as [Exhibit "O"](#) is a true copy of the email along with the Forbearance Agreement.

19. Salomon acknowledged receipt of the Forbearance Agreement on March 23, 2026 and indicated that she would forward it to her counsel and respond by the deadline. Follow-up emails were sent to Salomon on April 2, 2026 and April 10, 2026. On April 14, 2026 Mr. Sarsh emailed Salomon, "As you have stopped communicating with us, Desjardins has no choice but to pursue a receivership application to sell the property." Attached as [Exhibit "P"](#) is a true copy of the email chain for the period March 23, 2026 to April 14, 2026.

V. NEED FOR A RECEIVER

20. As of March 16, 2026, the aggregate indebtedness of 1007 due and owing to the Caisse was \$605,137.98 for the Collateral Mortgage in addition to ongoing accrual of interest as set out in the Loan Agreement excluding professional fees, disbursements and HST (the "**Indebtedness**").

21. As indicated above, certain events of default have occurred under the Collateral Mortgage, which are ongoing and outstanding.

22. 1007 is not able to pay the Indebtedness owing on its respective loan.

23. The statutory notice period provided for under the Demand Letter and BIA 244 Notice has expired.

24. The Caisse has lost confidence in the management of 1007 for all of the reasons detailed in this affidavit.

25. 1007 does not have the ability to fund ongoing mortgage or property tax payments, and this is eroding the value of the Caisse's security position due to the accrual of the Indebtedness without meaningful repayment of the loan.

26. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of 1007's defaults. The appointment of the Receiver is necessary to preserve the value of the Property and the Caisse's collateral.

27. Upon appointment, the Receiver will assess the state of 1007 and determine a strategy for recovery of the assets for the benefit of all stakeholders, including communicating directly with all affected parties.

28. The Loan Agreement at Article 12 states:

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

29. Article 38 of the Caisse's Standard Charge Terms filed as number 201909 provides for the appointment of a Receiver:

38. RECEIVERSHIP OF MEMBER

Notwithstanding anything in this Charge, upon default of any of these provisions, the Financial Institution may, with or without entry into possession of the Lands, by instrument in writing appoint any person, whether an officer or an employee of the Financial Institution or not, to be a receiver of the Lands, and of the rents and profits with or without security, and may by similar writing remove any receiver and appoint another in its place and in making any such appointment or removal, the Financial Institution shall be deemed to be acting as the agent or attorney for the Member, but no such appointment shall be revocable by the Member. Upon the appointment of any such receiver the following provisions shall apply:

- (a) Every such receiver shall have unlimited access to the Lands as agent and attorney for the Member (which right of access shall not be revocable by the Member) and shall have full power and unlimited authority to:
 - (i) collect the rents and profits from tenancies or operation of the Lands whether created before or after the Charge;
 - (ii) rent or operate any portion of the Lands which may become vacant on such terms and conditions as the receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;
 - (iii) complete the construction of any building or other erections or improvements on the Lands left by the Member in an unfinished state or award the same to others to complete and purchase, repair and/or maintain any personal property including, without limitation, appliances and equipment necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Member's materials, supplies, plans, tools, appliances, equipment and property of every kind and description;
 - (iv) manage, operate, repair, alter or extend the Lands or any part thereof.

The Member undertakes to ratify and confirm whatever any such receiver or agent may do.

- (b) The Financial Institution may in its sole discretion vest the receiver with all or any of the rights and powers of the Financial Institution.
- (c) The Financial Institution may fix the reasonable remuneration of the receiver who shall be entitled to deduct same out of the revenue or the sale proceeds of the Lands.
- (d) Every such receiver shall be deemed the agent or attorney of the Member and not, in any event, the agent of the Financial Institution. The Financial Institution shall not be responsible for the receiver's acts or omissions.
- (e) The appointment of any such receiver by the Financial Institution shall not result in or create any liability or obligation on the part of the Financial Institution to the receiver or to the Member or to any other person, and no appointment or removal of a receiver and no actions of a receiver shall constitute the Financial Institution a chargee in possession of the Lands.
- (f) No such receiver shall be liable to the Member to account for monies other than monies actually received by him in respect of the Lands, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:
 - (i) the receiver's remuneration as aforesaid;
 - (ii) all costs and expenses of every nature and kind incurred by the receiver in connection with the exercise of his or her remedies, rights and powers available at law and authority hereby conferred;
 - (iii) interest, Principal and other money which may be or become Charged upon the Lands in priority to the Charge, including taxes;
 - (iv) to the Financial Institution all interest, Principal and other amounts due under the Charge to be paid in such order as the Financial Institution in its sole discretion shall determine;

Thereafter, every such receiver shall be accountable to the Member for any surplus.

The remuneration and expenses of the receiver shall be paid by the Member on demand and shall be a charge on the Lands and shall bear interest from the date of demand at the same Rate as applies to the Principal Amount secured by this Charge.

- (g) Save as to claims for accounting under sub-paragraph (f) of this paragraph, the Member hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which arise or be caused to the Member or any person claiming through or under him or her by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.
- (h) The Financial Institution may, at any time, terminate any such receivership by notice in writing to the Member and to any such receiver.
 - (i) The statutory declaration of an officer of the Financial Institution as to default under the provisions of the Charge and as to the due appointment of the receiver pursuant to the terms of this Charge shall be sufficient proof, as regards to such default and appointment.
 - (j) The rights and powers conferred in respect of the receiver are supplemental to and not in substitution of any other remedies, rights and powers available at law which the Financial Institution may have.

Attached as [Exhibit "Q"](#) is a true copy of the Standard Charge Terms. Attached as [Exhibit "R"](#) is a true copy of an Acknowledgement signed on behalf of 1007 acknowledging receipt of the Standard Charge Terms.

30. If this Honourable Court sees fits to make such an appointment, BDO has consented to act as Receiver. BDO is a licensed insolvency trustee and has significant

experience in mandates of this nature. Attached as [Exhibit "S"](#) is a true copy of BDO's consent to act.

31. Section 243(5) of the BIA as it relates to "the judicial district of the locality of the debtor" as that phrase is defined in s. 2 of the BIA is Oshawa, Ontario in that 1007's registered office is within the territorial jurisdiction of this specific location of the Superior Court of Justice.

32. On April 29, 2026 Mr. Sarsh's office inquired of the Oshawa Trial Co-ordinator what dates the court had available for the herein application to appoint a receiver. The Trial Co-ordinator advised that the Central East Practice Direction (which includes Oshawa) provides that all applications under one hour must be conferenced prior to any date being obtained or given for a hearing. The first available civil conference date was December 17, 2026. Attached as [Exhibit "T"](#) is true copy of the April 29, 2026 email exchange with the Oshawa Trial Co-ordinator.

33. Due to the ongoing losses accruing, this matter cannot wait until December 17, 2026 for a conference and the application being scheduled for a hearing thereafter. The Caisse is permitted to bring the receivership application in Windsor where the property is located and this is specifically permitted under s. 243(5) of the BIA.

This is **Exhibit "A"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q



[Return to
Affidavit](#)

Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD) 2026-04-16 12:26 PM (AAAA-MM-JJ) Date et heure du Profil corporatif

CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS	
Corporate name			Dénomination
	10078638 CANADA CORPORATION		
Corporation number	1007863-8	Numéro de société ou d'organisation	
Business number	731552329RC0001	Numéro d'entreprise	
Governing legislation			Régime législatif
	Canada Business Corporations Act (CBCA) - 2017-01-25 Loi canadienne sur les sociétés par actions (LCSA) - 2017-01-25		
Status			Statut
	Active Active		

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
78 Butson Crescent Bowmanville ON L1C 0S5 Canada	

ANNUAL FILINGS		DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	01-25	(MM-JJ) Date anniversaire	
Filing period (MM-DD)	01-25 to/au 03-26	(MM-JJ) Période de dépôt	
Status of annual filings			Statut des dépôts annuels
	Overdue	2026	En retard
	Filed	2025	Déposé
	Filed	2024	Déposé
Date of last annual meeting (YYYY-MM-DD)	2025-04-25	(AAAA-MM-JJ) Date de la dernière assemblée annuelle	
Type	Non-distributing corporation with 50 or fewer shareholders		Type
	Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins		

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Cynthia Salomon		78 Butson crescent, Bowmanville ON L1C 0S5, Canada

INDIVIDUALS WITH SIGNIFICANT CONTROL		PERSONNES AYANT UN CONTRÔLE IMPORTANT
Last updated (YYYY-MM-DD)	2025-06-30	(AAAA-MM-JJ) Dernière mise à jour
Current	1	Actuel
CYNTHIA SALOMON		
Address for service	250 Consumers Rd, Toronto, Ontario, M2J 4G8, Canada	Adresse aux fins de signification
Type of interest or control	Has control in fact over the corporation without owning any shares / Ne détient pas d'actions, mais exerce un contrôle de fait sur la société	Type d'intérêt ou de contrôle
This individual holds the shares	Not applicable / Sans objet	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Not applicable / Sans objet	Ce particulier possède un contrôle important de la société
This individual holds	Not applicable / Sans objet	Ce particulier détient
Start date (YYYY-MM-DD)	2019-01-20	(AAAA-MM-JJ) Date de début

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2017-01-25 to present / à maintenant	10078638 CANADA CORPORATION	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2017-01-25	Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.

Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.

This is **Exhibit "B"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

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Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q



Folio	Loan No.
724223	

LOAN AGREEMENT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION)



BETWEEN: CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8
 hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: 10078638 CANADA CORPORATION
78 BUTSON CRESCENT, BOWMANVILLE, ON L1C 0S5

(If a legal person, herein acting and represented by **CYNTHIA SALOMON**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of JAN 25 2017, or by law, a unanimous shareholder agreement or other act)

hereinafter referred to as "THE BORROWER"

THE PARTIES HERETO AGREE AS FOLLOWS:

1. LOAN

The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$576,800.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.

2. INTEREST

Variable rate: The loan shall bear interest, calculated monthly before as well as after maturity, default or judgment at the Financial Institution's "prime rate" increased by **1.600%** per annum. The interest rate applicable to the loan shall vary in conformity with each change in such prime rate.

The Financial Institution's "prime rate" is the annual interest rate that Financial Institution sets from time to time as its prime rate. On the date of this contract, this rate is **3.700%** per annum. The Borrower may at any time inquire of the Financial Institution or via the Financial Institution's Internet site about its prime rate then in force. If the loan's term and amortization period exceed five years, the Financial Institution may, after the fifth anniversary of the date of signature of this agreement, modify by means of a written 30-day advance notice the abovementioned markup percentage over the Financial Institution's prime rate. If the markup percentage is increased, the Borrower may prepay the loan without penalty within 30 days of receipt of the advance notice.

All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.

3. DISBURSEMENT

The loan shall be disbursed in a single disbursement to be made by **2022-12-31**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.

4. REPAYMENT

The Borrower undertakes to repay the loan as follows:

by means of **60** equal and consecutive **monthly** payments of **\$3,473.50** each of **principal and interest**, with the first payment to be made on **30th day following the disbursement** and the other payments to be made successively until the **expiry of the 5-year term beginning on the date of disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms and conditions are determined on the basis of an amortization period of **25 year(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) _____, or one or some of them, opted for _____, the cost of insurance shall be calculated by applying to the loan balance an additional rate of _____% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$ _____.

5. APPROPRIATION OF PAYMENTS

All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.

6. CONDITIONS

Generic conditions

- No change shall be made to the project without the Financial Institution's prior written consent.
- The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.

Environmental commitments

- The following documents shall be provided to the Financial Institution at the Borrower's expense and to the Financial Institution's satisfaction:
 - the duly completed and executed "Environmental Risk Questionnaire".

Property and casualty insurance

- The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
 - loss of rental income as a result of a claim
 - all-risk and civil liability insurance

- In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

Conditions applicable to financing of assets

- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **446 Wyandotte Street West, Windsor, Ontario, N9A 5X4** from a well-known and recognized firm retained by the Financial Institution, i.e., **Bower Appraisal**. The report shall be to the Financial Institution's satisfaction.
- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than **2022-12-31**.
- **Certified Plan of Survey and other documents required**
- The Borrower shall provide, in a form satisfactory to the Financial Institution:
 - Obtain written confirmation/consent of "Bower Appraisal" allowing the Caisse to use the professional report, as if the report was addressed to the Caisse.
 - Title insurance on the property located at **446 Wyandotte Street West, Windsor, Ontario, N9A 5X4** shall be required.

7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION



The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of Cynthia Salomon.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

8. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing, the Borrower must provide the Financial Institution with the following document(s):

- all information and documents that may reasonably be requested (such as financial statements, periodic reports, invoices or other supporting documents, lists of residential leases or copies of commercial leases, personal balance sheet of any credit-related guarantor).

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

9. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a first priority ranking collateral charge/mortgage of land registered against a property located at 446 WYANDOTTE ST WEST, WINDSOR, ON, N9A 5X4 and owned by 10078638 CANADA CORPORATION in the amount of \$960,000.00 together with an assignment of rents and of Insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario
- a guarantee from CYNTHIA SALOMON for the amount of \$Unlimited
 - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution

10. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of \$2,000.00 which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

11. OTHER CONDITIONS

(a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

(b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

(c) Prepayment of the loan

Variable-rate loan: The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays to the Financial Institution a penalty equal to three months' interest on the amount prepaid, at the interest rate then applicable to the loan.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable on the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

(d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

(e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

(f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

(g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

(h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

(i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

12. DEFAULT

The Borrower shall be in default in any of the following cases:

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;



- (ii) If a statement, representation or guarantee made in relation with this loan is false or misleading;
- (iii) If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

13. OTHER MENTIONS

Signed at Brampton, ON on June 22, 2022

Justin Demattia
 Signature of the Financial Institution's representative
 JUSTIN DEMATTIA

Authentisign
[Signature] 06/22/22
 Signature of the Borrower or its representative
 CYNTHIA SALOMON

Signature of co-Borrower

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

This is **Exhibit "C"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

Return to Affidavit

ACKNOWLEDGEMENT AND DIRECTION

TO: Amritpal Singh Mann

AND TO: APS MANN LEGAL PROFESSIONAL CORPORATION

RE: Charge on 446 Wyandotte St W Windsor, ON, N9A 5X4 , (City of Windsor) ("the transaction")

This will confirm that:

- I/We have reviewed the information set out 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 of 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.

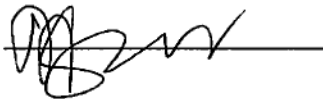
DESCRIPTION OF ELECTRONIC DOCUMENTS

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 this 22 day of June, 2022.

WITNESS
(As to all signatures, if required)



10078638 CANADA CORPORATION

Per  06/22/22
Authentisign
 Name: Cynthia SALOMON
 Title: Director

Properties

PIN 01195 - 0118 LT *Interest/Estate* Fee Simple
Description LOT 53 PLAN 343 WINDSOR ; WINDSOR
Address 446 WYANDOTTE STREET WEST
WINDSOR

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 10078638 CANADA CORPORATION
Acting as a company

Address for Service 78 Butson Cres, Bowmanville, Ontario L1C 0S5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Acting as a company

Address for Service 166-40 Elm St, Sudbury, Ontario P3C 1S8

Provisions

Principal \$960,000.00 *Currency* CDN
Calculation Period monthly
Balance Due Date 2027/06/23
Interest Rate Prime + 10.0%
Payments \$3,473.50
Interest Adjustment Date 2022 06 23
Payment Date 23rd day of each month
First Payment Date 2022 07 23
Last Payment Date 2027 06 23
Standard Charge Terms 201909
Insurance Amount Full insurable value
Guarantor Cynthia Salomon

File Number

Chargor Client File Number : 9770-22M

This is **Exhibit "D"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

Terrance Li

57C0BEA85C4C48C...

**Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q**



Properties

PIN 01195 - 0118 LT *Interest/Estate* Fee Simple
Description LOT 53 PLAN 343 WINDSOR ; WINDSOR
Address 446 WYANDOTTE STREET WEST
WINDSOR

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 10078638 CANADA CORPORATION
Address for Service 78 Butson Cres, Bowmanville, Ontario
L1C 0S5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Chargee(s)	Capacity	Share
-------------------	-----------------	--------------

<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC.		
<i>Address for Service</i> 166-40 Elm St, Sudbury, Ontario P3C 1S8		

Provisions

Principal \$960,000.00 *Currency* CDN
Calculation Period
Balance Due Date
Interest Rate Prime + 10.0%
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 201909
Insurance Amount Full insurable value
Guarantor

Signed By

Amritpal Singh Mann 10A - 8 Strathearn Ave acting for Signed 2022 06 23
Brampton Chargor(s)
L6T 4L9

Tel 905-497-5551
Fax 800-465-9303

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

APS MANN LEGAL PROFESSIONAL CORPORATION 10A - 8 Strathearn Ave 2022 06 23
Brampton
L6T 4L9

Tel 905-497-5551
Fax 800-465-9303

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
Total Paid \$66.30

File Number

Chargor Client File Number : 9770-22M

This is **Exhibit "E"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q



Desjardins

Return to
Affidavit

ASSIGNMENT OF RENTS

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Name of financial institution

40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

10078638 CANADA CORPORATION

Name of member

78 BUTSON CRESCENT, BOWMANVILLE, ON, L1C 0S5

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

1. DESCRIPTION OF PROPERTY

This Assignment of rents relates to certain real property bearing the following legal description: LOT 53, PLAN 343

and municipally known as 446 WYANDOTTE ST WEST, WINDSOR, ON, N9A 5X4

(hereinafter referred to as "THE PROPERTY").

2. ASSIGNMENT

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

3. ASSIGNMENT OF RENTS

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.



4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

5. DUTIES OF THE MEMBER

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

6. ACTS AND EVENTS OF DEFAULT

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.


7. ENUREMENT

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at Brampton, ON, on June 22, 2022.



 Signature of Witness

Authentisign
 06/22/22

 Signature of Member

 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit "F"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:


57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

Return to Affidavit

ACKNOWLEDGEMENT AND DIRECTION

TO: Amritpal Singh Mann
AND TO: APS MANN LEGAL PROFESSIONAL CORPORATION
RE: Assignment of Rents 446 Wyandotte St W Windsor, ON, N9A 5X4 , (City of Windsor) ('the transaction')

This will confirm that:

- I/We have reviewed the information set out 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 of 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 this 27 day of June, 2022..

WITNESS
(As to all signatures, if required)

[Handwritten signature]

10078638 CANADA CORPORATION

Per: [Signature] 06/22/22
Name: Cynthia SALOMON
Title: Director

LRO # 12 Notice Of Assignment Of Rents-General

In preparation on 2022 06 22 at 12:16

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN 01195 - 0118 LT
Description LOT 53 PLAN 343 WINDSOR ; WINDSOR
Address 446 WYANDOTTE STREET WEST
WINDSOR

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 10078638 CANADA CORPORATION
Acting as a company
Address for Service 78 Butson Cres, Bowmanville, Ontario L1C 0S5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Acting as a company
Address for Service 166-40 Elm St, Sudbury, Ontario P3C 1S8

Statements

The applicant(s) acknowledges that the lessor assigning their rights is not the registered owner

This notice may be deleted by the Land Registrar when the registered instrument, 9770 1ST CHARGE to which this notice relates is deleted



This is **Exhibit "G"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q



Properties

PIN 01195 - 0118 LT
Description LOT 53 PLAN 343 WINDSOR ; WINDSOR
Address 446 WYANDOTTE STREET WEST
WINDSOR

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 10078638 CANADA CORPORATION
Address for Service 78 Butson Cres, Bowmanville, Ontario
L1C 0S5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
--------------------	-----------------	--------------

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC.		
Address for Service 166-40 Elm St, Sudbury, Ontario P3C 1S8		

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, CE1086175 registered on 2022/06/23 to which this notice relates is deleted

Signed By

Amritpal Singh Mann	10A - 8 Strathearn Ave Brampton L6T 4L9	acting for Applicant(s)	Signed	2022 06 23
---------------------	---	----------------------------	--------	------------

Tel 905-497-5551
Fax 800-465-9303

I have the authority to sign and register the document on behalf of all parties to the document.

Amritpal Singh Mann	10A - 8 Strathearn Ave Brampton L6T 4L9	acting for Party To(s)	Signed	2022 06 23
---------------------	---	---------------------------	--------	------------

Tel 905-497-5551
Fax 800-465-9303

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

APS MANN LEGAL PROFESSIONAL CORPORATION	10A - 8 Strathearn Ave Brampton L6T 4L9			2022 06 23
---	---	--	--	------------

Tel 905-497-5551
Fax 800-465-9303

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

This is **Exhibit "H"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in blue ink that reads "Terrance Li". The signature is enclosed in a blue rectangular box with rounded corners. Below the signature, the alphanumeric string "57C0BEA85C4C48C..." is printed in a small font.

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

[Return to Affidavit](#)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 10078638 Canada Corporation

FILE CURRENCY: March 16, 2026

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 10078638 Canada Corporation

FILE CURRENCY: March 16, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : 10078638 CANADA CORPORATION

00 FILE NUMBER : 784310121 EXPIRY DATE : 24JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220624 1357 1901 2229 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: 10078638 CANADA CORPORATION
OCN :
04 ADDRESS : 446 WYANDOTTE ST W
CITY : WINDSOR PROV: ON POSTAL CODE: N9A 5X4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
09 ADDRESS : 166-40 ELM ST.
CITY : SUDBURY PROV: ON POSTAL CODE: P3C 1S8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 ASSIGNMNT OF RENTS AT 446 WYANDOTTE ST W WINDSOR, ON, N9A 5X4 , ON

14
15

16 AGENT: APS MANN LEGAL PROFESSIONAL CORPORATION

17 ADDRESS : 8 STRATHEARN AVE, UNIT 10A

CITY : BRAMTON PROV: ON POSTAL CODE: L6T 4L9

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

This is **Exhibit "I"** referred to in the Affidavit of Yoan Bouchard affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

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

PROPERTY DESCRIPTION: LOT 53 PLAN 343 WINDSOR ; WINDSOR

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 01195-0357

PIN CREATION DATE:

1999/01/25

OWNERS' NAMES

10078638 CANADA CORPORATION

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/01/08 ON THIS PIN** **WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/01/25** ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/01/25 ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * ** AND ESCHEATS OR FORFEITURE TO THE CROWN. ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY ** CONVENTION. ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. **DATE OF CONVERSION TO LAND TITLES: 1999/01/26 **</p>						
R1096207	1989/08/01	TRANSFER		*** COMPLETELY DELETED ***	SEFEROVIC, PETER SEFEROVIC- GIPS, HENDRIKA JOHANNA	
R1283219	1994/08/16	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
LT273937	2000/06/02	TRANSFER		*** COMPLETELY DELETED *** SEFEROVIC, PETER SEFEROVIC-GIPS, HENDRIKA JOHANNA	SEFEROVIC, PETAR	
LT273938	2000/06/02	CHARGE		*** COMPLETELY DELETED *** SEFEROVIC, PETAR	BANK OF MONTREAL	
LT306021	2001/06/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: R1283219						

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
LT338703	2002/02/28	TRANSFER		*** COMPLETELY DELETED *** SEFEROVIC, PETAR	PHAM, HANG PHAM, NGA		
LT338704	2002/02/28	CHARGE		*** COMPLETELY DELETED *** PHAM, HANG PHAM, NGA	HSBC BANK CANADA		
LT346931	2002/05/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL			
		<i>REMARKS: RE: LT273938</i>					
CE272421	2007/05/11	TRANSFER		*** COMPLETELY DELETED *** PHAM, HANG PHAM, NGA	PHAM, HANG		
CE1003937	2021/04/23	TRANSFER	\$394,990	PHAM, HANG	10078638 CANADA CORPORATION	C	
CE1003938	2021/04/23	CHARGE		*** COMPLETELY DELETED *** 10078638 CANADA CORPORATION	2757043 ONTARIO INC.		
CE1003939	2021/04/23	CHARGE		*** COMPLETELY DELETED *** 10078638 CANADA CORPORATION	2757043 ONTARIO INC.		
CE1003940	2021/04/23	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 10078638 CANADA CORPORATION	2757043 ONTARIO INC.		
		<i>REMARKS: CE1003938.</i>					
CE1014435	2021/06/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA			
		<i>REMARKS: LT338704.</i>					
CE1086175	2022/06/23	CHARGE	\$960,000	10078638 CANADA CORPORATION	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C	
CE1086176	2022/06/23	NO ASSGN RENT GEN		10078638 CANADA CORPORATION	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C	
		<i>REMARKS: CE1086175</i>					
CE1086746	2022/06/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2757043 ONTARIO INC.			
		<i>REMARKS: CE1003938.</i>					
CE1086747	2022/06/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2757043 ONTARIO INC.			
		<i>REMARKS: CE1003939.</i>					

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.

LAND
REGISTRY
OFFICE #12

01195-0118 (LT)

PAGE 3 OF 3
PREPARED FOR Jennifer2
ON 2026/03/17 AT 15:16:58

* 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
CE1165457	2023/12/29	CHARGE		*** COMPLETELY DELETED *** 10078638 CANADA CORPORATION	JHAWER, HARRY	
CE1236363	2025/07/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** JHAWER, HARRY		
REMARKS: CE1165457.						

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 “J”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q



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GENERAL GUARANTEE AND POSTPONEMENT OF CLAIM

PART I - GUARANTEE

In consideration of CAISSE DESJARDINS ONTARIO CREDIT UNION INC.'s
 (the "Financial Institution") agreement to finance 10078638 CANADA CORPORATION
 (the "Member") and for such other valuable consideration, the receipt and sufficiency of which is hereby accepted, the undersigned, CYNTHIA SALOMON
 (the "Guarantor") covenants to jointly and severally guarantee all of the financial obligations
 of the Member to the Financial Institution, whether present or future, direct or indirect, whether matured or not, (the "Obligations"), provided that the Guarantor's
 liability herein shall be limited to the payment by the Guarantor of an amount which shall not exceed UNLIMITED
_____ dollars (\$ ---) in principal and interest, together with all fees and interests applicable
 thereto, at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment.

IT IS FURTHER CONVENANTED AS FOLLOWS:

1. **CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
2. **SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
3. **OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
4. **ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor.

 All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as borrower in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
5. **REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided a security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
6. **ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
7. **DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.
8. **EXTENT OF GUARANTEE.** The guarantee contained in this Part I - Guarantee shall remain a valid and a continuing general guarantee for all of the Obligations, notwithstanding the occasional, total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

 The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I - Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

 The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.
9. **ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.
10. **OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.



PART II - SUBROGATION AND POSTPONEMENT OF CLAIM

11. SUBROGATION AND POSTPONEMENT OF CLAIM. The Guarantor covenants that all indebtedness and liability, present and future, of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further action which may be desirable in order to give full effect to this guarantee and every part hereof.

12. TERMINATION. Provided the Member has no further Obligations to the Financial Institution, this Part II - Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

13. PARTS I AND II INDEPENDENT. Part II - Subrogation and Postponement of Claim shall be independent of Part I - Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I - Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

PART III - INTERPRETATION

14. GOVERNING LAW. This General Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. RECEIPT. The Guarantor acknowledges receipt of this General Guarantee and Postponement of Claim.

16. ENUREMENT. This General Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

17. ENTIRE AGREEMENT. Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this General Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this General Guarantee and Postponement of Claim. This General Guarantee and Postponement of Claim may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of this General Guarantee and Postponement of Claim.

18. SEVERABILITY. If any article, section or any portion of any section of this General Guarantee and Postponement of Claim is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this General Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this General Guarantee and Postponement of Claim.

19. NOTICE. No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this General Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Brampton, ON, in Ontario, on June 22, 2022.


Authenticated: 06/22/22
Signature of Guarantor or representative

Signature of Guarantor or representative

CYNTHIA SALOMON
Name (print)

Name (print)

78 BUTSON CRES, BOWMANVILLE, ON, L1C 0S5
Address

Address

Signature of Guarantor or representative

Signature of Guarantor or representative

Name (print)

Name (print)

Address

Address

This is **Exhibit “K”** referred to in the Affidavit of Yoan Bouchard affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q



**THE CORPORATION OF THE CITY OF WINDSOR
FINANCE DEPARTMENT**

**COMMISSIONER OF
FINANCE AND CITY TREASURER**

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*If this account is not paid in full by
March 31, 2026, the added interest
charge will be \$96.99*

TAX CERTIFICATE

CERTIFICATION DATE

Mar 30, 2026

CERTIFICATE NUMBER	FEE PAID	ROLL NUMBER	Ref #
1063993	100.00 plus HST	040-090-03800-0000	

REQUESTED BY
GOWLING WLG
BART SARSH
1 MAIN STREET W
HAMILTION, Ontario, L8P 4Z5

PROPERTY DESCRIPTION

446 WYANDOTTE ST W

PLAN 343 LOT 53; 0.07AC 30.00FR 100.00D

(Certificate authorized by Section 352 (1) and (2) of the Municipal Act, 2001, S.O. 2001, c.25 as amended)

	INTERIM LEVY		FINAL LEVY		SUPP/OMIT/ OTHER	INCLUDES CAP ADJ OF	TOTAL
CURRENT LEVY	02/18/2026	555.75		0.00		0.00	1,665.75
	03/18/2026	555.00		0.00			
	04/15/2026	555.00		0.00			

PRIOR YEAR LEVY AND CHARGES	3,353.52
-----------------------------	----------

YEARS NOT DETAILED BELOW ARE PAID IN FULL				
YEAR	OUTSTANDING TAXES	OUTSTANDING PENALTY / INTEREST	TOTAL OUTSTANDING	
2026	1,665.75	20.84	1,686.59	
2025	3,353.52	414.76	3,768.28	
2024	3,232.17	883.72	4,115.89	
2023 and Prior CREDIT	62.55	21.06	83.61	
TOTAL			9,654.37	

I hereby certify that the above statement, subject to the qualifications below and on the reverse side, respectively shows:

1. The current amount of taxes on Real Property and whether any or all of the taxes have been paid as at this date in connection with the above lands, and that the Interim and/or Final taxes as described above, for The Corporation of the City of Windsor have been levied for the current year; and
2. All arrears of taxes returned to this office and due and owing against the above lands.

Note: This Certificate does not reflect any Local Improvement works completed but not yet billed nor any proposed Local Improvement works.

LOCAL IMPROVEMENTS ASSESSED TO THE PROPERTY TO DATE INCLUDE:

BY LAW	DESCRIPTION	AMOUNT	EXPIRY
--------	-------------	--------	--------

 FOR CITY TREASURER

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION AND TAX CERTIFICATE DISCLAIMER

TAX CLEARANCE CERTIFICATE (TAX CERTIFICATE DISCLAIMER)

- Verification of pending Local Improvement Charges is available from the Public Works Department.
- This Certificate reflects only those charges added to the Tax Collectors Roll up to the date of Certification. It does not include any direct charges to the property (if any) not added to the tax roll at this date, such as weed-cutting, water arrears, demolitions, boarding up, yard clean-up, etc.
- Any Credit Balance appearing on this Certificate is not verified. No adjustment should be made unless the credit balance is a known and acknowledged overpayment.
- The Tax Levy to date does not include subsequent supplementary taxes that may be levied and added under Section 33 or 34 of the Assessment Act, R.S.O. 1990, c.A.31, as amended, nor does it include adjustments that may be made under Section 354, 357, 358 and 359 of the Municipal Act, and Section 39.1 and 40 of the Assessment Act.
- This certificate may be subject to further adjustment of taxes under the Fairness for Property Taxpayers Act 1998 R.S.O. 1998 Chapter 33 as amended; (Bill 79, Bill 140, and Bill 16).
- Supplementary tax bills for new buildings and additions/improvements to existing buildings, etc., have various due dates depending on when the billing is issued. They are normally payable in two installments with 21 days notice.
- The information on this certificate is valid only if cheques rendered for payment of taxes, penalty and interest are honoured by the bank.
- Interest and Penalty charges are calculated to the date of this certificate. Payments after this date may be subject to additional penalty/interest charges at the rate of 1.25% on the first day of default and 1.25% on the first day of each calendar month during which the installment remains unpaid.
- Tax due dates for regular billings are normally in the months of February, March, April, July, September, and November. Please call to verify this years due dates.

This is **Exhibit “L”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:


57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q



[Return to Affidavit](#)

Tuesday, December 02 2025

A/S CYNTHIA SALOMON
10078638 Canada Corporation
cynthiasalomon@icloud.com

[Email](#)

SUBJECT : 10078638 Canada Corporation -- Notice of default regarding loan folio 724223 – loan 1

Hi,

On **2022-06-22** , the **Caisse Desjardins Ontario** granted to **10078638 Canada Corporation**, a loan of **\$576 800.00**, the principal and interest balance of which, as of the date hereof, is **\$594 821.55**.

Your loan is overdue by **\$10 420.50**.

Furthermore, the company is in default on municipal and/or school taxes.

Therefore, we are asking you to remedy the above-mentioned defaults within **30** days of receipt of this letter. The balance of the obligation, along with all accrued interest, will become due and payable after this period.

Failure to rectify the aforementioned delays within the prescribed period will result in your file being transferred to our lawyer to initiate the necessary actions for the recovery of the advances granted by the Caisse , without further notice or delay

Please take note of the granted period to act accordingly.

Yoan Bouchard, Account director
Corporate Special Loans Department
yoan.bouchard@desjardins.com
1866 835-8444 x546 5491

c.c. guarantor
CYNTHIA SALOMON ;

cynthiasalomon@icloud.com

This is **Exhibit "M"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

Terrance Li

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

PRIVATE AND CONFIDENTIAL

March 18, 2026

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BY EMAIL AND REGISTERED MAIL

10078638 Canada Corporation
78 Butson Crescent,
Bowmanville, ON L1C 0S5

Email: Cynthiasalomon@icloud.com

Attention: Cynthia Salomon

Cynthia Salomon
250 Consumers Road,
Toronto, ON M2J 4G8

Email: Cynthiasalomon@icloud.com

Dear Madam:

Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 10078638 Canada Corporation (the “Borrower”), guaranteed by Cynthia Salomon (the “Guarantor”)

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the “**Lender**”).

We are writing to you in connection with the following:

- i. the Loan Agreement dated as of June 22, 2022 with loan number 724223-PR1 among the Borrower, as borrower, the Guarantor, as guarantor, and the Lender, as lender

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreement**”).

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreement.

The Borrower is in default under the Loan Agreement and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of March 16, 2026 (the amount owing from time to time by the Borrower to the Lender, the “**Indebtedness**”).

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to the General Guarantee and Postponement of Claim (the "**Guarantee**").

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantor. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreement and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreement and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the Guarantees and other agreements governing the Indebtedness (collectively, the "**Credit Documents**"), and is made without prejudice to (a) the Lender's right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender's right to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on March 31, 2026** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security (ii) the enforcement of any real or personal property security by way of rights of power of sale or otherwise (iii) commencement of an action to recover payment against the Borrower and Guarantor. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender's position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244 of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreement and the other Credit Documents.

Sincerely,

Gowling WLG (Canada) LLP



Bart Sarsh*
BS:bp
Encl

Gowling WLG (Canada) LLP
One Main Street West
Hamilton ON L8P 4Z5 Canada

T +1 905 540 8208
F +1 905 528 5833
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

SCHEDULE "A"
LIST OF DEFAULTS

Loan No. 724223-PR1

1. The Borrower has failed to make prompt payment of the amounts due under Loan No. 724223-PR1 for principal and interest, and payment of the overdue balance was requested as confirmed by the letter dated December 5, 2025 to the Borrower and Guarantor;
2. The Borrower has failed to pay property taxes and utility charges to the City of Windsor for land described as 446 Wyandotte St. West, Windsor, ON N9A 5X4 such that there are property tax arrears owing;

SCHEDULE "B"

AMOUNT OF INDEBTEDNESS OWING AS OF March 16, 2026*

Loan No. 724223-PR1	
March 16, 2026	
Outstanding indebtedness	\$605,137.98
Applicable interest rate	6.050%

*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreement and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security

(Rule 124)

TO: 10078638 CANADA CORPORATION, an insolvent person

Take notice that:

1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent person listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:

See Schedule "A".

3. The total amount of indebtedness secured by the security as of March 16, 2026 is:

See Schedule "B".

4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 18th day of March 2026.

**CAISSE DESJARDINS ONTARIO CREDIT
UNION INC. BY ITS COUNSEL
GOWLING WLG (CANADA) LLP**

Per:



BART SARSH

ACKNOWLEDGMENT OF RECEIPT AND CONSENT

The undersigned, for and on behalf of **10078638 CANADA CORPORATION** acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

10078638 CANADA CORPORATION

Per: _____

I have authority to bind the corporation

SCHEDULE "A"
SECURITY DOCUMENTS

Loan No. 724223-PR1

1. Charge/Mortgage of land in the amount of \$960,000.00 registered as Instrument CE1086175 against the property located at 446 Wyandotte St. West, Windsor, ON N9A 5X4;
2. Assignment of Rents dated June 22, 2022 registered as Instrument CE1086176 against property municipally known as 446 Wyandotte St. West, Windsor, ON N9A 5X4;
3. General Guarantee and Postponement of Claim from Cynthia Salomon;
4. All other security granted to Caisse Desjardins Ontario Credit Union Inc. other than as listed above.

SCHEDULE "B"

AMOUNT OF INDEBTEDNESS OWING AS OF March 16, 2026*

Loan No. 724223-PR1	
March 16, 2026	
Outstanding indebtedness	\$605,137.98
Applicable interest rate	6.050%

*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreement and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

From: Mirza, Sabina
Sent: March 18, 2026 10:25 AM
To: Cynthiasalomon@icloud.com
Cc: Sarsh, Bart; Pearson, Becky; Drouin, Kayla
Subject: DEMAND and NITES Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\ [GWLG-ACTIVE_CA.FID31312629]
Attachments: Demand Letter and NITES -2026-03-18(93441151.1).pdf

Good morning,

Attached please find correspondence on behalf of B. Sarsh.

Best,

Sabina Mirza
Law Clerk
T +1 905 540 8208 x23245
sabina.mirza@gowlingwlg.com



Gowling WLG (Canada) LLP
One Main Street West
Hamilton ON L8P 4Z5
Canada



gowlingwlg.com

[Gowling WLG](#) | 1,500+ legal professionals worldwide

REGISTERED MAIL

March 18, 2026
Sabina Mirza
Matter # G10113823

1. **10078638 Canada Corporation**
78 Butson Crescent,
Bowmanville, ON L1C 0S5
Attention: Cynthia Salomon

R RN 948 422 458 CA

2. **Cynthia Salomon**
250 Consumers Road,
Toronto, ON M2J 4G8

R RN 948 422 461 CA

②



Tracking number:

10078638 Canada Corporation

RN948422458CA

Check delivery progress

Shipping service: Lettermail

Sender: Unavailable

Delivery standard: Mar. 23

Latest updates

Date	Time	Location	Progress	Post office
Apr. 6	1:10 pm	BOWMANVILLE,ON	Item was unclaimed by recipient. Item being returned to sender.	
Apr. 6	1:10 pm	BOWMANVILLE,ON	Item has been returned and is enroute to the Sender	
Mar. 25	11:07 am	BOWMANVILLE,ON	Final Notice; Item will be returned to sender if not collected within 10 days	BOWMANVILLE MALL PO
Mar. 19	4:57 pm	BOWMANVILLE,ON	Item available for pickup at Post Office	BOWMANVILLE MALL PO
Mar. 19	2:35 pm	OSHAWA,ON	Item in transit to Post Office	
Mar. 19	11:46 am	OSHAWA,ON	Notice card left indicating where and when to pick up item	
Mar. 19	9:28 am	OSHAWA,ON	Item out for delivery	
Mar. 19	6:17 am	OSHAWA,ON	Item processed	
Mar. 19	4:34 am	MISSISSAUGA,ON	Item in transit	
Mar. 19	1:34 am		Item processed	
Mar. 18	10:40 pm	STONEY CREEK,ON	Item in transit	
Mar. 18	7:40 pm	STONEY CREEK,ON	Item processed	
Mar. 18	3:51 pm	HAMILTON,ON	Item accepted at the Post Office	

Features and options

Signature Required

Signature Required on Return

Tracking number:

RN948422461CA

Cynthia Salomon

Delivered

Shipping service: Lettermail

Sender: Unavailable

Delivery standard: Mar. 23

Latest updates

Date	Time	Location	Progress	Post office
Mar. 25	10:35 am		Signature available	
Mar. 25	10:35 am	HAMILTON,ON	Item successfully returned to the concierge or building manager	
Mar. 25	9:15 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
Mar. 25	6:14 am	HAMILTON,ON	Item processed	
Mar. 25	4:47 am	STONEY CREEK,ON	Item processed	
Mar. 24	6:35 pm	TORONTO,ON	Item processed	
Mar. 20	2:46 pm	SCARBOROUGH,ON	Item being returned to sender. Incomplete address.	
Mar. 20	9:47 am	SCARBOROUGH,ON	Item out for delivery	
Mar. 20	2:52 am	SCARBOROUGH,ON	Item processed	
Mar. 19	12:19 am		Item processed	
Mar. 18	10:35 pm	STONEY CREEK,ON	Item in transit	
Mar. 18	7:35 pm	STONEY CREEK,ON	Item processed	
Mar. 18	3:51 pm	HAMILTON,ON	Item accepted at the Post Office	

Features and options

Signature Required

This is **Exhibit “N”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in blue ink that reads "Terrance Li". The signature is enclosed in a blue rectangular box.

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

From: Cynthia Salomon <cynthiasalomon@icloud.com>
Sent: March 18, 2026 1:24 PM
To: Sarsh, Bart
Cc: Mirza, Sabina; Pearson, Becky; Drouin, Kayla
Subject: Re: DEMAND and NITES Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\ [GWLG-ACTIVE_CA.FID31312629]
Attachments: 00125056319_2026-04-23_Renewal_0000457666628 (1).pdf

[Return to Affidavit](#)

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Policy coverage

On Mar 18, 2026, at 12:55, Sarsh, Bart <Bart.Sarsh@gowlingwlg.com> wrote:

Thanks for this. Please also send the full policy.

Bart Sarsh*
Partner
*Practicing as Bart Sarsh Professional Corporation
T +1 905 540 3242
bart.sarsh@gowlingwlg.com
[Let's Connect](#) | [Book a Meeting](#)



From: Cynthia Salomon <cynthiasalomon@icloud.com>
Sent: March 18, 2026 12:14 PM
To: Sarsh, Bart <Bart.Sarsh@ca.gowlingwlg.com>
Cc: Mirza, Sabina <Sabina.Mirza@ca.gowlingwlg.com>; Pearson, Becky <Becky.Pearson@ca.gowlingwlg.com>; Drouin, Kayla <Kayla.Drouin@ca.gowlingwlg.com>
Subject: Re: DEMAND and NITES Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\ [GWLG-ACTIVE_CA.FID31312629]

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Greetings,

Funds will be coming from my own source , The property is being sold and currently listed for sale.

See attached the policy in full force and active , leases have been revoked , tenants are all vacating to increase the chance of selling the building

On Mar 18, 2026, at 11:57, Sarsh, Bart <Bart.Sarsh@gowlingwlg.com> wrote:

Can you share how you are getting the funds to pay the loan and property tax arrears?

Also, we will need the current property insurance policy for 446 Wyandotte Street West, Windsor, Ontario and copies of all current residential tenancy leases.

When are you planning to send that over?

Regards,

Bart Sarsh*

Partner

*Practicing as Bart Sarsh Professional Corporation

T +1 905 540 3242

bart.sarsh@gowlingwlg.com

[Let's Connect | Book a Meeting](#)



From: Cynthia Salomon <cynthiasalomon@icloud.com>

Sent: March 18, 2026 11:36 AM

To: Sarsh, Bart <Bart.Sarsh@ca.gowlingwlg.com>

Cc: Mirza, Sabina <Sabina.Mirza@ca.gowlingwlg.com>; Pearson, Becky <Becky.Pearson@ca.gowlingwlg.com>; Drouin, Kayla <Kayla.Drouin@ca.gowlingwlg.com>

Subject: Re: DEMAND and NITES Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\ [GWLG-ACTIVE_CA.FID31312629]

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Hello

Yes I can have the entire arrears including property tax paid by April 17 2026

On Mar 18, 2026, at 11:33, Sarsh, Bart
<Bart.Sarsh@gowlingwlg.com> wrote:

Good morning Ms. Solomon,

We understand that you have contacted Mr. Bouchard about the loan arrears.

The attached demand for payment and Notice under s. 244 of the *Bankruptcy and Insolvency Act* identifies the total loan balance owing.

In terms of arrears, as of March 16, 2026, total payment arrears are \$20,841.00 excluding legal fees and disbursements.

There are also property tax arrears of \$5,396.08 as of April 15, 2025 and this statement is almost 1 year old. These property taxes are in priority to Desjardins' mortgage and need to be paid immediately.

Please advise of your plan to address the loan arrears and property tax arrears with specific timelines and will review and consider it with Desjardins.

Please also provide us with the following information:

1. Current property insurance policy for 446 Wyandotte Street West, Windsor, Ontario.
2. Copies of all current residential tenancy leases.

Bart Sarsh*

Partner

*Practicing as Bart Sarsh Professional Corporation

T +1 905 540 3242

bart.sarsh@gowlingwlg.com

[Let's Connect | Book a Meeting](#)



From: Mirza, Sabina <Sabina.Mirza@ca.gowlingwlg.com>

Sent: March 18, 2026 10:25 AM

To: Cynthiasalomon@icloud.com

Cc: Sarsh, Bart <Bart.Sarsh@ca.gowlingwlg.com>; Pearson, Becky

<Becky.Pearson@ca.gowlingwlg.com>; Drouin, Kayla

<Kayla.Drouin@ca.gowlingwlg.com>

Subject: DEMAND and NITES Fédération des Caisses Desjardins du

Québec - 10078638 Canada Corporation (231020-G10113823)\ [GWLG-ACTIVE_CA.FID31312629]

Good morning,

Attached please find correspondence on behalf of B. Sarsh.

Best,

Sabina Mirza

Law Clerk

T +1 905 540 8208 x23245

sabina.mirza@gowlingwlg.com



Gowling WLG (Canada) LLP
One Main Street West
Hamilton ON L8P 4Z5
Canada



gowlingwlg.com

Gowling WLG | 1,500+ legal professionals worldwide

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This is **Exhibit “O”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

From: Mirza, Sabina
Sent: March 23, 2026 10:11 AM
To: Cynthia Salomon
Cc: Sarsh, Bart; Pearson, Becky; Drouin, Kayla
Subject: Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\Communications [GWLG-ACTIVE_CA.FID31312629]
Attachments: 2026-03-23 Forbearance Agreement- 10078638 Canada Corporation and Cynthia Salomon.pdf

[Return to Affidavit](#)

Good morning,

Please find attached the Forbearance Agreement.

For your review, I have copied the conditions set out in paragraph 4 of the agreement below.

4. FORBEARANCE AVAILABLE

a) Forbearance Deadline

- i) *The Caisse is prepared to forbear from enforcing its rights and remedies at this time to **June 30, 2026** in order to allow the Borrower and Guarantor sufficient time to sell 446 Wyandotte St. West, Windsor, ON N9A 5X4 and repay all Indebtedness to the Caisse by this deadline.*
- ii) *Subject to the terms and conditions herein, and in reliance upon the acknowledgments, agreements, representations, warranties and covenants of the Borrower and Guarantor contained in this Forbearance Agreement, the Caisse is prepared to forbear from taking enforcement steps in respect of the Existing Default from the date of this Forbearance Agreement until the earlier of:*
 - 1) *June 30, 2026; or*
 - 2) *the occurrence or existence of any Terminating Event, as defined below.*

(the “Forbearance Period”).

b) Forbearance Conditions

- i) *The Forbearance Agreement’s entry into force is conditional upon the following Forbearance Conditions:*
 - 1) *The Borrower and Guarantor shall by no later than **March 31, 2026:***
 - a) *Pay a forbearance fee of \$5,000 (the “Forbearance Fee”) by ensuring there are sufficient funds in the Borrower’s bank account at the Caisse as the Caisse will debit such account for reimbursement of the Forbearance Fee each month;*
 - b) *Provide proof that all tenants of 446 Wyandotte St. West, Windsor, ON N9A 5X4 are no longer occupying the property or if there are tenants that remain, to provide all documents evidencing the current lease including copies of the tenant ledger and all other such documents;*

- 2) The Borrower and Guarantor shall by no later than **April 17, 2026**:
 - a) Pay all outstanding loan arrears currently due and owing;
 - b) Continue making the regularly scheduled loan payments by ensuring there are sufficient funds in the Borrower's bank account at the Caisse as the Caisse will debit such account for reimbursement;
 - c) Ensure that the property tax arrears are paid in full and provide proof of payment to the Caisse;
- 3) Reimburse by or before June 30, 2026 the full amount of the Caisse's Professional Fees (as defined in paragraph 4(c)(i)(13));

The deadline to sign and return the Agreement is **Wednesday, April 1, 2026.**

Best,

Sabina Mirza

Law Clerk

T +1 905 540 8208 x23245

sabina.mirza@gowlingwlg.com



Gowling WLG (Canada) LLP
One Main Street West
Hamilton ON L8P 4Z5
Canada



gowlingwlg.com

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March 23, 2026

BY EMAIL

WITHOUT PREJUDICE

10078638 Canada Corporation
78 Butson Crescent,
Bowmanville, ON L1C 0S5
Attention: **Cynthia Salomon**

Cynthia Salomon
78 Butson Crescent,
Bowmanville, ON L1C 0S5

Email: Cynthiasalomon@icloud.com

Email: Cynthiasalomon@icloud.com

Acknowledgement of Default and Forbearance Offer | Caisse Desjardins Ontario Credit Union Inc. (the “Caisse”) credit facilities extended to 10078638 Canada Corporation (the “Borrower”), guaranteed by Cynthia Salomon (the “Guarantor”)

Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**”) has made available to 10078638 Canada Corporation (the “**Borrower**”) as guaranteed by Cynthia Salomon (the “**Guarantor**”) the following credit facilities:

- 1) the Loan Agreement dated as of June 22, 2022 with loan number 724223-PR1 among the Borrower, as borrower, the Guarantor, as guarantor, and the Lender, as lender

(with all such modifications to each collectively referred to as the “**Loan Agreement**”).

The Borrower’s and Guarantor’s obligations under the Loan Agreement are secured, *inter alia*, by the following:

Loan No. 724223-PR1

- 1) Charge/Mortgage of land in the amount of \$960,000.00 registered as Instrument CE1086175 against the property located at 446 Wyandotte St. West, Windsor, ON N9A 5X4;
- 2) Assignment of Rents dated June 22, 2022 registered as Instrument CE1086176 against property municipally known as 446 Wyandotte St. West, Windsor, ON N9A 5X4;
- 3) General Guarantee and Postponement of Claim from Cynthia Salomon;
- 4) All other security granted to Caisse Desjardins Ontario Credit Union Inc. other than as listed above.

1. INDEBTEDNESS

- a) As of March 16, 2026, the Borrower and Guarantor are indebted to the Caisse as follows:

Loan Number	Outstanding indebtedness
724223-PR1	\$605,137.98

- b) The Borrower and Guarantor are indebted or otherwise liable to the Caisse for the amount set out above pursuant to the Loan Agreement, as well as interest at the rate of 6.050% for Loan No. 724223-PR1 per annum, that will continue to accrue to the date of payment and any Professional Fees or other expenses incurred by the Caisse in connection with the indebtedness (collectively, the “**Debt**”).

2. EXISTING DEFAULT(S)

- a) The Borrower and Guarantor have defaulted under the terms of the Loan Agreement and/or the Security Agreements, including without limitation the following (the “**Existing Default**”):
- i) Failure to make prompt payment of the amounts due under Loan Number 724223-PR1 such that there are arrears owing and unpaid;
 - ii) Failure to make payment of property taxes and utility charges to the City of Windsor for land described as 446 Wyandotte St. West, Windsor, ON N9A 5X4.

3. ACKNOWLEDGEMENTS AND REPRESENTATIONS

- a) By signing this Acknowledgment of Default and Forbearance Offer (the “**Forbearance Agreement**”), the Borrower and Guarantor acknowledge, agree and represent as follows:
- i) each of the above statements is true and accurate;
 - ii) the Borrower and Guarantor are indebted to the Caisse in the amounts as set out in this Forbearance Agreement plus ongoing interest and other fees as at March 16, 2026, which is due and payable;
 - iii) the Existing Default has occurred and has not been rectified in full as of the date of this Forbearance Agreement;
 - iv) all of the existing security is valid, binding and enforceable. The Borrower and Guarantor confirm that all assets secured are in existence, in the control of the Borrower and have not been transferred, sold, or encumbered without the Caisse’s prior written consent or impaired in any manner which would deteriorate from or adversely affect the value of same;

- v) the Borrower and Guarantor do not have any valid claim for set-off, counter-claim, damages or other defence on any basis whatsoever against the Caisse and, if there are any such claims, the Borrower and Guarantor expressly waive and release the Caisse from all such claims;
- vi) all factual information provided by or on behalf of the Borrower and Guarantor to the Caisse for the purposes of or in connection with this Forbearance Agreement or any transaction contemplated in this Forbearance Agreement is true and accurate in all material respects on the date as of which such information is dated or certified.

4. FORBEARANCE AVAILABLE

a) Forbearance Deadline

- i) The Caisse is prepared to forbear from enforcing its rights and remedies at this time to **June 30, 2026** in order to allow the Borrower and Guarantor sufficient time to sell 446 Wyandotte St. West, Windsor, ON N9A 5X4 and repay all Indebtedness to the Caisse by this deadline.
- ii) Subject to the terms and conditions herein, and in reliance upon the acknowledgments, agreements, representations, warranties and covenants of the Borrower and Guarantor contained in this Forbearance Agreement, the Caisse is prepared to forbear from taking enforcement steps in respect of the Existing Default from the date of this Forbearance Agreement until the earlier of:
 - 1) June 30, 2026; or
 - 2) the occurrence or existence of any Terminating Event, as defined below.

(the "**Forbearance Period**").

b) Forbearance Conditions

- i) The Forbearance Agreement's entry into force is conditional upon the following Forbearance Conditions:
 - 1) The Borrower and Guarantor shall by no later than **March 31, 2026**:
 - a) Pay a forbearance fee of \$5,000 (the "**Forbearance Fee**") by ensuring there are sufficient funds in the Borrower's bank account at the Caisse as the Caisse will debit such account for reimbursement of the Forbearance Fee each month;
 - b) Provide proof that all tenants of 446 Wyandotte St. West, Windsor, ON N9A 5X4 are no longer occupying the property or if there are tenants that remain, to provide all documents evidencing the current lease including copies of the tenant ledger and all other such documents;
 - 2) The Borrower and Guarantor shall by no later than **April 17, 2026**:
 - a) Pay all outstanding loan arrears currently due and owing;

- b) Continue making the regularly scheduled loan payments by ensuring there are sufficient funds in the Borrower's bank account at the Caisse as the Caisse will debit such account for reimbursement;
 - c) Ensure that the property tax arrears are paid in full and provide proof of payment to the Caisse;
- 3) Reimburse by or before June 30, 2026 the full amount of the Caisse's Professional Fees (as defined in paragraph 4(c)(i)(13));

c) **Default / Terminating Events**

- i) Other than as may be consented to in writing by the Caisse, the occurrence of any of the following events will constitute a "**Terminating Event**" under this Forbearance Agreement and a default and breach under the Credit Agreement such that the Caisse shall be entitled to take any and all of the steps mentioned in paragraph 4(d) including moving for the appointment of a receiver:
 - 1) any default or breach by the Borrower and Guarantor under this Forbearance Agreement, or any further default or breach of any obligation or covenant occurs under the Credit Agreement;
 - 2) the Borrower and Guarantor fail to make any payment when due to the Caisse including without limitation under this Forbearance Agreement or the Credit Agreement;
 - 3) any creditor of the Borrower or the Guarantor exercises, seeks to exercise, provides notice that it intends to exercise, or purports to exercise any rights or remedies against any of the property, assets or undertakings of the Borrower or Guarantor including without limitation by issuing a demand letter, a notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* and/or a notice of sale in accordance with the *Mortgages Act* (Ontario), seeking to foreclose on the Mortgaged Property or taking any other step or remedy under the *Mortgages Act* (Ontario);
 - 4) if the Borrower or Guarantor bring any proceeding or take any other action under the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act* (Canada), the *Ontario Business Corporations Act*, or any similar legislation;
 - 5) any steps are taken by the Borrower or Guarantor or a third party to wind up or dissolve the Borrower without the prior written consent of the Caisse;
 - 6) any representation and warranty made by the Borrower or Guarantor in connection with the execution and delivery of this Forbearance Agreement or the Credit Agreement proves to have been incorrect in any material respect at the time it was made;
 - 7) the sale, lease, transfer, relocation, abandonment or any other disposition of the assets of the Borrower or Guarantor without the prior written consent of the Caisse;
 - 8) the Borrower and Guarantor fail to provide the Caisse with the reporting or other information specified in the Credit Agreement;

- 9) any representation or financial reporting information provided by the Borrower or the Guarantor to the Caisse proves to have been false, misleading, inaccurate or incorrect in any material respect at the time that representation or financial reporting information was made or delivered;
- 10) there has been, in the sole opinion of the Caisse a material adverse change in the affairs of any of the Borrower with respect to the security position of the Caisse;
- 11) there has been, in the sole opinion of the Caisse, a change that may, in the opinion of the Caisse, negatively affect the value of assets used to secure any loan granted by the Caisse, the Borrower's property or the Borrower's financial position or any of the Caisse's rights and remedies; and
- 12) any action which the Borrower may take only with the prior written consent of the Caisse is taken without that consent being obtained;
- 13) the Borrower and Guarantor agree to pay all professional fees and disbursements, including legal fees and disbursements and consultant fees and disbursements, if any (the "**Professional Fees**"), incurred by the Caisse since the Existing Default, including the Professional Fees in connection with the Forbearance and the exercise of its rights under the Credit Agreement and the Security Agreements, and authorize the Caisse to debit, from time to time or periodically, from any bank account of the Borrower with the Caisse so as to pay the Professional Fees which the Borrower and Guarantor undertake to pay pursuant to this Forbearance Agreement.

d) **Termination of Forbearance Period**

- i) The Borrower and Guarantor agree and acknowledge that the Caisse has in no way undertaken to agree to any additional delay or to tolerate any default beyond what is provided for in this Forbearance Agreement.
- ii) On the expiration of the Forbearance Period, the agreement of the Caisse to forbear will automatically and without further action terminate and be of no further force or effect, and:
 - 1) All monetary obligations owed by the Borrower and the Guarantor shall become immediately due and payable in full without requirement for any further demand for payment, notice or other action by the Caisse and the Caisse shall be entitled to take all necessary steps it consider appropriate to enforce its security and this shall survive the termination of the Forbearance Agreement;
 - 2) The Caisse shall be entitled to immediately exercise all or any part of its rights and remedies under this Forbearance Agreement, the Credit Agreement, or other related credit documents, and applicable law, in each case without any further notice, passage of time or forbearance of any kind, including without limitation:
 - a) to appoint and/or seek the court appointment of a receiver or receiver and manager (a "**Receiver**"), over all or part of the assets, property and undertakings of the Borrower (collectively, the "**Collateral**"), with the power to sell all or any portion of the Collateral pursuant to the

Bankruptcy and Insolvency Act, other available provincial laws or otherwise, to which appointment the Borrower has consented to pursuant to the present Forbearance Agreement and which consent shall survive the termination of this Forbearance Agreement;

- b) to market and complete a sale transaction for the Collateral, including without limitation by way of any Notice of Sale or Statement of Claim issued by the Caisse.

5. NO NOVATION

- i) This Forbearance Agreement does not constitute a novation of the credit already extended to the Borrower and Guarantor, nor a waiver of the rights, remedies or ranks arising from any previous financing offer or security documents or other texts associated therewith, which remain in full force and continue to guarantee all of the terms, obligations and conditions, whether referred to in this Forbearance Agreement or not. All of the terms and conditions of previous contractual agreements between the Borrower, the Guarantor and the Caisse will continue to apply subject to the changes required under this Forbearance Agreement.

6. GENERAL

- i) This Forbearance Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province ("**Applicable Law**").
- ii) Unless otherwise specified, all monetary amounts are in Canadian dollars ("**CDN**").
- iii) Time is of the essence of this Forbearance Agreement.
- iv) No amendment, discharge, modification, restatement, supplement, termination or waiver of this Forbearance Agreement or any Section of this Forbearance Agreement is binding unless it is in writing and executed by the party to be bound.
- v) No waiver of, failure to exercise or delay in exercising, any Section of this Forbearance Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
- vi) This Forbearance Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Forbearance Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties, express or implied, in connection with the subject matter of this Forbearance Agreement except as specifically set out in this Forbearance Agreement.
- vii) Each Section of this Forbearance Agreement is distinct and severable. If any section of this Forbearance Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:
 - 1) the legality, validity or enforceability of the remaining Sections of this Forbearance Agreement, in whole or in part; or

- 2) the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.
- viii) No party has been induced to enter into this Forbearance Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Forbearance Agreement.
- ix) Any notice or communication to be delivered in connection with this Forbearance Agreement shall be delivered in accordance with the Credit Agreement.
- x) The Borrower and Guarantor will execute and deliver to the Caisse any further agreements and documents and provide any further assurances, undertakings and information required to give full effect to the terms, conditions, undertakings and guarantees agreed to in the Forbearance Agreement.
- xi) This Forbearance Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
- xii) This Forbearance Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
- xiii) This Forbearance Agreement has been reviewed by each party's professional advisors, and revised during the course of negotiations between the parties. Each party acknowledges that this Forbearance Agreement is the product of their joint efforts that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either of them.
- xiv) The Borrower and Guarantor agree to fully indemnify the Caisse for all costs including, without limiting the generality of the foregoing, all actual present and future legal and agent fees and disbursements incurred by the Caisse in respect of or in any way related to the Borrower and Guarantor including, without limitation, the Caisse's legal fees in connection with the preparation and enforcement of this Forbearance Agreement. The Borrower and Guarantor specifically waive any and all rights they may have to assess any of the legal or agent fees previously paid or payable by the Caisse to its solicitors or payable to its solicitors or agents in connection with or in any way related to the Borrower and Guarantor up to the date of this Forbearance Agreement whether such right of assessment arises pursuant to the *Solicitors Act* (Ontario) or under any other law or statute.

7. ACCEPTANCE PERIOD

- i) The Borrower and Guarantor must accept this agreement by returning the attached copy, duly signed, before **April 1, 2026**, to the attention of Bart Sarsh, Gowling WLG (Canada) LLP.

This Forbearance Agreement is issued without prejudice to the Caisse's rights and remedies. This Forbearance Agreement must not be construed as a waiver by the Caisse of its rights and remedies.

Sincerely,

Caisse Desjardins Ontario Credit Union Inc.

By:

Duly authorized representative
Special Loans

8. ACCEPTANCE

A duly signed document sent by email will be considered an original document.

We, the undersigned Borrower and Guarantor, acknowledge having read this Forbearance Agreement, and accept all of its terms, conditions and obligations.

Signed at _____, this ____ day of _____, 2026

10078638 CANADA CORPORATION

By:

Name: _____, ASO

I have authority to bind the corporation

Signed at _____, this ____ day of _____, 2026

CYNTHIA SALOMON

This is **Exhibit "P"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in blue ink that reads "Terrance Li". The signature is enclosed in a blue rectangular box with rounded corners.

57C0BEA85C4C48C...

**Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q**

From: Sarsh, Bart
Sent: April 14, 2026 6:14 PM
To: 'Cynthia Salomon'
Cc: Pearson, Becky; Drouin, Kayla; Mirza, Sabina
Subject: RE: Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\Communications [GWLG-ACTIVE_CA.FID31312629]
Attachments: 2026-03-23 Forbearance Agreement- 10078638 Canada Corporation and Cynthia Salomon.pdf

[Return to Affidavit](#)

Cynthia,

As you have stopped communicating with us, Desjardins has no choice but to pursue a receivership application to sell the property.

We sent you the Forbearance Agreement on March 23, 2026 and nothing has happened since then.

Bart Sarsh*
Partner
*Practicing as Bart Sarsh Professional Corporation
T +1 905 540 3242
bart.sarsh@gowlingwlg.com
[Let's Connect | Book a Meeting](#)



From: Sarsh, Bart
Sent: April 10, 2026 11:57 AM
To: Cynthia Salomon <cynthiasalomon@icloud.com>
Cc: Pearson, Becky <Becky.Pearson@ca.gowlingwlg.com>; Drouin, Kayla <Kayla.Drouin@ca.gowlingwlg.com>; Mirza, Sabina <Sabina.Mirza@ca.gowlingwlg.com>
Subject: RE: Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\Communications [GWLG-ACTIVE_CA.FID31312629]

Cynthia,

Desjardins requires an answer from you as to whether you are signing or not. Please advise otherwise we have no other choice but to pursue enforcement of the loan and security.

Bart Sarsh*
Partner
*Practicing as Bart Sarsh Professional Corporation
T +1 905 540 3242
bart.sarsh@gowlingwlg.com
[Let's Connect | Book a Meeting](#)



From: Pearson, Becky <Becky.Pearson@ca.gowlingwlg.com>
Sent: April 2, 2026 12:58 PM
To: Cynthia Salomon <cynthiasalomon@icloud.com>; Mirza, Sabina <Sabina.Mirza@ca.gowlingwlg.com>
Cc: Sarsh, Bart <Bart.Sarsh@ca.gowlingwlg.com>; Drouin, Kayla <Kayla.Drouin@ca.gowlingwlg.com>
Subject: RE: Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\Communications [GWLG-ACTIVE_CA.FID31312629]

Cynthia,

I wanted to follow up regarding the Forbearance Agreement. As the deadline was April 1, 2026, please let us know if you have any updates.

Regards,

Becky Pearson
Law Clerk
T +1 905 540 2541
becky.pearson@gowlingwlg.com



From: Cynthia Salomon <cynthiasalomon@icloud.com>
Sent: March 23, 2026 11:05 AM
To: Mirza, Sabina <Sabina.Mirza@ca.gowlingwlg.com>
Cc: Sarsh, Bart <Bart.Sarsh@ca.gowlingwlg.com>; Pearson, Becky <Becky.Pearson@ca.gowlingwlg.com>; Drouin, Kayla <Kayla.Drouin@ca.gowlingwlg.com>
Subject: Re: Fédération des Caisses Desjardins du Québec - 10078638 Canada Corporation (231020-G10113823)\Communications [GWLG-ACTIVE_CA.FID31312629]

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Thank you

I will forward to counsel and get back to you by the deadline

On Mar 23, 2026, at 10:11, Mirza, Sabina <Sabina.Mirza@gowlingwlg.com> wrote:

This is **Exhibit “Q”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

STANDARD CHARGE TERMS
Land Registration Reform Act

Filed by: **LA FÉDÉRATION DES CAISSES POPULAIRES DE L'ONTARIO INC.**

Filing date: **March 21, 2019**

Filing number: **201909**

The following set of standard charge terms shall be deemed to be included in every Charge in which the set is referred to by its filing number, as provided in section 9 of the *Land Registration Reform Act*.

INDEX	Page
1. Definitions	3
2. Interpretation	3
3. Statutory Covenants Excluded	3
4. Creation of Charge	4
5. Charge Void	4
6. Interest	4
7. Compound Arrears	4
8. Advances of Principal	4
9. Municipal Taxes	4
10. Charge Terms and Conditions	4
11. Promises of the Member	6
(a) Payment of Principal, interest and other sums and observation of Promises	6
(b) Authority to charge Lands	6
(c) Title	6
(d) Prior encumbrances	6
(e) Insurance	6
(f) Acceleration on default	6
(g) Distress	6
(h) Entry on default	6
(i) Further assurances	6
(j) Repair	6
(k) Power of sale	7
12. Sale of the Lands	7
13. Subsequent Charge	7
14. Payments by the Financial Institution	7
15. <i>Ontario New Home Warranties Plan Act</i>	7
16. Fixtures	8
17. <i>Construction Lien Act</i>	8
18. Building Mortgage	8
19. Alterations	8
20. Default in prior charges	8
21. Waiver of default	8
22. Partial releases	9
23. Extensions	9
24. Renewal	9
25. Judgments	9
26. Guarantor(s)	9
27. Condominium	9
 RESIDENTIAL PROPERTIES	
28. Conversion to closed fixed rate	10
➤ Open fixed rate	
29. Increased scheduled payments	10
30. Prepayment	10
➤ Closed fixed rate	
29. Increased scheduled payments	10
30. Prepayment	10
➤ Yearly rate resetter	
29. Increased scheduled payments	11
30. Prepayment	11

➤ Regular variable rate	
29. Increased scheduled payments	13
30. Prepayment	13
➤ Reduced variable rate	
29. Increased scheduled payments	13
30. Prepayment	13
➤ Protected variable rate	
29. Increased scheduled payments	14
30. Prepayment	14
31. Interest capitalization	15
32. Portability	15

COMMERCIAL PROPERTIES

33. Prepayment privileges	15
34. Multiproject option	16
35. Discharges	16
36. Assignment of rents	16
37. Bankruptcy of Member	16
38. Receivership of Member	16
39. Environment	17
(a) Definitions	17
(b) Promises	18
(c) Indemnity	18
(d) Right of access and other rights of the Financial Institution	18
40. Spouse's consent	18
41. Notification of Changes	18
42. Corporations	18
43. Business administration	18
44. Adverse change	19
45. Financial statements and information	19
46. Payment authorization and failed withdrawal attempts	19
47. Leased lands	19
48. Conflict	20
49. Consents and disclosure	20
50. <i>National Housing Act</i>	20
51. Compliance with laws	20
52. Notice	20
53. Severability of invalid provisions	21
54. Equivalent Interest Rates	21

1. DEFINITIONS

The parties hereto agree that the following terms shall for the purpose of this Charge have the following meanings:

Charge: means, for the electronic registration system, the charge/mortgage given by the Member to the Financial Institution pursuant to the signed "authorization and direction", and prepared and registered in the electronic format, and for the non-electronic paper-based registration system, the charge/mortgage of land given by the Member to the Financial Institution pursuant to the form prescribed and registered, both pursuant to the *Land Registration Reform Act* of Ontario. Charge shall also include all schedules, renewals, extensions or amendments as well as these Standard Charge Terms;

CMHC: means Canada Mortgage and Housing Corporation, and its successors;

CMHC Program: means a national program for pooling and securitizing housing loans, under which CMHC is Program Administrator;

Condominium Corporation: means the Condominium Corporation referred to in the legal description of the Lands;

Confidential Personal Information: means any and all information or data protected by Privacy Laws, including (without limitation) information or data that: (a) is personal information or information about an identifiable individual (as more particularly defined in the applicable Privacy Laws) that was collected, used, disclosed or accessible to such party; or (b) is information from which an individual or individual's identity can be ascertained either from the information itself or by combining the information with information from other sources available to the parties;

Debtor: means a Person who has Indebtedness owing to the Financial Institution, and who may or may not also be the Member;

Declaration: means the registered Declaration which relates to the Condominium Corporation;

Financial Institution: means the chargee and includes the successors and assigns of the Financial Institution;

Guarantor: shall include the heirs, executors, administrators, successors and assigns of the Guarantor;

Indebtedness: means the outstanding Principal Amount, interest, damages, costs, charges or expenses and all other amounts payable by the Member and/or Debtor to the Financial Institution under this Charge, and under any Loan Documents entered into now or in the future, on such terms as agreed to by the Member from time to time, and which the Member has agreed will be secured by this Charge;

Insured Indebtedness: means Indebtedness in respect of which a Loan Insurance Policy has been issued and is in effect;

Interest Rate or Rate: means the Interest Rate set out in the Charge, as amended, provided that if the Member and the Financial Institution have agreed in writing in any agreement that a different rate will apply to all or part of the Indebtedness, then that different rate shall apply;

Lands: means the Lands more particularly described in the Charge, as amended, together with all buildings, constructions and improvements whether affixed or otherwise, present or future, including without restricting the generality of the foregoing all fences, installations for heating, plumbing, air conditioning, ventilation, lighting, water heaters, stoves, refrigerators, storm windows and doors and all fixtures;

Loan Documents: means collectively, this Charge and such other agreements by which the Financial Institution agrees to lend money or extend credit to the Member or an agreement under which the Member provides a guarantee to the Financial Institution to secure the obligations of another person, or any other documents and instruments relating to the Charge, as amended, supplemented and restated, and **Loan Document** means any one of them. A Loan Document may be in different forms, such as promissory notes, line of credit agreements, loan agreements, guarantees and conditional sale agreements;

Loan Insurance Policy: means, in respect of Insured Indebtedness, a policy of insurance issued by a Loan Insurer pursuant to which the Financial Institution is insured by the Loan Insurer against default;

Loan Insurer: means, in respect of any Insured Indebtedness, the insurer under the Loan Insurance Policy, which may be CMHC or another loan insurer;

Member: means the chargor and includes the heirs, executors, administrators, successors and assigns of the Member and anyone to whom the Lands are transferred;

Obligation: means all of the obligations, covenants and provisos that the Member and/or Debtor has agreed to perform and all of the Promises that the Member and/or Debtor has made under the Loan Documents and that the Member has agreed to in writing will be secured by the Charge;

Person: means any natural person, body of natural persons or body corporate;

Principal or Principal Amount: means the amount set out in the Charge;

Privacy Laws: means the *Personal Information Protection and Electronic Documents Act* (Canada) and any regulations thereunder, as amended or supplemented from time to time, and any other similar applicable federal, provincial or territorial legislation now in force or that may in the future come into force in Canada governing the protection of personal information in the private sector applicable to the conduct of business by the Financial Institution, a Loan Insurer, the Program Administrator, any other person having or proposing to acquire any interest in all or any part of the Obligations, including any loan under the related Loan Document(s), from time to time (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, credit rating agencies and servicers), any other person in connection with any collection or enforcement proceedings taken under or in respect of all or any part of the Obligations, including any loan or the related Loan Document(s) and to the activities contemplated herein, together with any common law duties of confidentiality owed by the such persons to the Member or any Debtor or Guarantor;

Program Administrator: means CMHC, acting in the capacity as administrator and trustee of, and guarantor of timely payment of securities issued under, any CMHC Program;

Promise: means an agreement, convention, covenant or promise by which the parties to same pledge themselves to the other that something is either done, or shall be done, or shall not be done, or stipulates for the truth of certain facts; when used as a verb, means that something is either done or shall be done or shall not be done; and

Term: means the period between the date of registration of the Charge and the date on which the balance of the Indebtedness shall become owing according to the Loan Documents' "Repayment" clause.

2. INTERPRETATION

(a) Unless otherwise provided, whenever two or more Persons are liable under these Standard Charge Terms, such liability shall be both joint and several.

(b) The Charge shall be exclusively governed and construed in accordance with the laws of Ontario and the applicable federal laws of Canada. The Member exclusively submits to the jurisdiction of the courts of Ontario with respect to the Charge.

(c) A reference in the Charge to a statute includes the statute as it may be amended and any replacement or substitute statute and its regulations.

(d) The paragraph headings herein are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

(e) Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

3. STATUTORY COVENANTS EXCLUDED

The parties agree that the Covenants deemed to be included in all charges by reason of the *Land Registration Reform Act*, are excluded from this Charge and replaced by the Promises herein.

4. CREATION OF CHARGE

The Member charges in favour of the Financial Institution the Lands described in the Charge as security for the repayment of the Indebtedness, and the performance of all Obligations in accordance with the Charge, together with all remedies, rights and powers available to the Financial Institution at law and under this Charge.

5. CHARGE VOID

Subject to the within provisions, this Charge shall be void upon payment to the Financial Institution of all of the Indebtedness owing by the Member and/or Debtor in accordance with the terms and Obligations under the Charge.

6. INTEREST

Interest is payable at the Rate set out in the Charge until the total Indebtedness has been paid, both before and after the balance due date, before and after default, and before and after obtaining any court judgment against the Member. Payments received by the Financial Institution may be applied by it to any part of the sums due under the Charge, notwithstanding any contrary stipulation by the Member.

7. COMPOUND ARREARS

On any default of payment by the Member, the Financial Institution shall charge interest on any overdue portion of the Indebtedness ("Compound Interest"). Compound Interest shall be paid on the regular payment dates. The Financial Institution shall also charge interest, at the Interest Rate, on Compound Interest that is overdue until paid in full, both before and after maturity as well as both before and after default and judgment.

8. ADVANCES OF PRINCIPAL

The Member agrees that neither the preparation, execution nor registration of this Charge shall bind the Financial Institution to advance the Principal Amount secured under this Charge. Similarly, the advance of a part of the Principal Amount secured under this Charge shall not bind the Financial Institution to advance any unadvanced portion. Nevertheless, this Charge shall take effect immediately upon execution by the Member, and the costs and expenses of the examination of title, all related searches and the preparation of this Charge and valuation are to be secured by this Charge in the event of the whole or any balance of the Principal Amount not being advanced. These costs shall be a charge upon the said Lands and shall, without demand, be payable immediately with interest at the Rate set out in the Charge, and in default the Financial Institution may exercise the power of sale and all its remedies, rights and powers available at law and under this Charge.

9. MUNICIPAL TAXES

With respect to municipal taxes, school taxes, local improvement rates and all other taxes, orders and levies charged by a competent authority chargeable against the Lands (the "Taxes"), it is agreed as follows:

- (a) Subject to the provisions of this paragraph, the Member shall pay all Taxes chargeable against the Lands as they become due;
- (b) The Member agrees to provide to the Financial Institution, as the Financial Institution may require, receipts confirming the payment of Taxes within a period of thirty (30) days following the date on which they were due;
- (c) The Financial Institution may deduct from the final advance of monies secured by this Charge an amount sufficient to pay the Taxes due at the time of such final advance;
- (d) If required by the Financial Institution, the Member shall, each month, pay to the Financial Institution one twelfth of the amount of the Taxes due for the following year, as estimated by the Financial Institution; the Member shall also pay to the Financial Institution, on demand, the amount, if any, by which the actual Taxes exceed such estimated amount;
- (e) The Member shall pay interest at the rate set out in the Charge on any debit balance, in the account maintained by the Financial Institution with respect to Taxes, after payment of Taxes by the Financial Institution, until such debit balance is fully repaid and such amount is payable immediately, added to the Charge and shall be a charge on the Lands.

The Financial Institution agrees to apply such deductions and payments to Taxes chargeable against the Lands so long as the Member observes the Promises contained in this Charge. The Financial Institution is not required to pay Taxes more than once a year, and the Financial Institution does not hold any monies received from the Member for the payment of Taxes in trust for the Member and shall not be required to pay interest to the Member on any monies received for this purpose. If the Taxes imposed are more than the amount collected by the Financial Institution on the Member's behalf, the Member shall immediately pay to the Financial Institution the difference upon being requested to do so. The Member agrees to provide the Financial Institution with all assessment notices, tax bills and other notices affecting the imposition of taxes immediately after receipt of same.

10. CHARGE TERMS AND CONDITIONS

- (a) The parties agree as follows, subject to paragraphs 10(d) and (e) below:
 - (i) Any Debtor's liability under this Charge shall be limited to the sum of the Indebtedness due under the Charge.
 - (ii) That this Charge is and shall be a continuing collateral security to the Financial Institution for the Indebtedness and shall be deemed to be taken as security for the ultimate balance of such Indebtedness and the observation of the Promises and Obligations of any Debtor, any Guarantor and the Member under this Charge. This Charge shall not merge nor shall anything herein contained operate so as to create any merger or discharge of the Indebtedness owing to the Financial Institution or of any lien, term loan agreement, bill of exchange or other instrument or security held by or which may hereafter be held by the Financial Institution from the Member or from any Debtor or any Guarantor or from any other person and this Charge shall not in any way prejudicially affect any security held or which may hereafter be held by the Financial Institution for the said Indebtedness or any part thereof, or the liability of any Guarantor, any Debtor or any other person upon any such lien, term loan agreement, bill of exchange or other instrument or security or contract or any renewal thereof held by the Financial Institution for or on account of the Indebtedness or any part thereof, nor shall the remedies of the Financial Institution in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Charge.
 - (iii) That any and all payments made in respect of the Indebtedness and the monies or other proceeds realized from the sale of any securities held therefor, including this Charge, may be applied and reapplied notwithstanding any previous application on such part of such Indebtedness as the Financial Institution may see fit or may be held unappropriated in a separate account for such time as the Financial Institution may see fit.
 - (iv) That the Financial Institution may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Member, any Debtor, any Guarantor, any surety, any security or the Lands, and all other persons as the Financial Institution may see fit, without prejudicing the rights of the Financial Institution under this Charge.
 - (v) That the taking of judgment in respect of the said Indebtedness or any instrument now or hereafter representing or evidencing the said Indebtedness or under any of the Promises in this Charge or in any such instrument contained or implied shall not operate as a merger of the said Indebtedness, or of such instrument or Promises nor affect the Financial Institution's right to interest, nor affect nor prejudice any rights or remedies given to the Financial Institution by the terms of this Charge.
 - (vi) (A) That the Member shall not create or allow to be created any further mortgages, charges or encumbrances (the "**Subsequent Charges**") secured against the Lands without first obtaining the written consent of the Financial Institution, which consent the Financial Institution may, in its sole discretion, give or refuse.
 - (B) That all Subsequent Charges to which prior written consent is given by the Financial Institution shall contain a clause postponing all advances under such Subsequent Charges to all advances made or security given under this Charge irrespective of whether such advances are made or security given prior to or subsequent to the Subsequent Charges or any advances under such Subsequent Charges.
 - (C) Any Subsequent Charges created in contravention of the provisions of this Charge shall be conclusively deemed to contain a clause postponing all advances hereunder to advances made or security given under this Charge irrespective of whether such advances are made or security given prior to or subsequent to the registration of and/or advances under such Subsequent Charges.
 - (vii) This Charge is in addition to, and not in substitution for, any other security held or subsequently obtained by the Financial Institution regarding the Indebtedness and the Financial Institution may exercise its remedies under this Charge or under any other security given in respect of the Indebtedness, concurrently or successively, at its sole option and discretion.
 - (viii) Furthermore, unless the Financial Institution otherwise promises, this Charge shall only be discharged when:
 - (A) All the Indebtedness secured or payable under this Charge is paid in full;
 - (B) All the Promises and Obligations contained in this Charge are fully satisfied by the Member and/or any Guarantor and/or any Debtor; and
 - (C) The Financial Institution has executed and delivered to the Member a discharge registrable in electronic or paper form.

- (b) In the event one or more of the Members is not also a Debtor, each such Member which is not also a Debtor jointly and severally promises the Financial Institution as follows:
- (i) This Charge and the Promises, Obligations and agreements on the part of a Debtor herein contained shall be the continuing obligation and liability of each Member and shall cover all of the Indebtedness and Obligations of any Debtor hereunder and shall apply to and shall secure any ultimate balance of the Indebtedness secured by the Charge or intended to be secured by the Charge.
 - (ii) The Financial Institution shall not be bound to exhaust its remedies against any Debtor or others or any securities (which term when used in this paragraph includes all guarantees) it may at any time hold before being entitled to payment from each Member of the Indebtedness secured by this Charge and each Member waives any benefit of division.
 - (iii) This Charge, the Indebtedness and Obligations of each Member thereto shall not be affected by the death or loss or diminution of capacity of any Debtor or of the Member, or by any change in the name of any Debtor or Member or in the membership of any Debtor's or Member's firm, partnership, association or organization through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of any Debtor's or Member's business by a corporation, or by any change whatsoever in the objects, capital, structure or constitution of any Debtor or Member, or by any Debtor or Member or any Debtor's or Member's business being amalgamated with a corporation or wound up or its corporate existence terminated, but shall notwithstanding the happening of any such event continue to exist and apply to the full extent as if such event had not happened.
 - (iv) This Charge, as a continuing security of the Indebtedness of any Debtor, 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 Financial Institution, and all dividends, compositions, proceeds of security valued and payments received by the Financial Institution from any Debtor or from any other person, including a trustee in bankruptcy or receiver, shall be regarded for all purposes as payments in gross without any right on the part of the Member to claim a reduction of their liability under this Charge, the benefit of any such dividends, compositions, proceeds or payments of any securities held by the Financial Institution or proceeds thereof, and no Member shall have the right to be subrogated in any rights of the Financial Institution until the Financial Institution has received payment in full of the Indebtedness.
 - (v) The Member and each one of them, if there are more than one, shall be jointly and severally liable with any Guarantor and any Debtor for the repayment of all the Indebtedness secured by this Charge. The Financial Institution shall have no obligation to confirm the capacity, status or power of any Guarantor and any Debtor, or of its directors, partners or agents, and all sums of money, advances of funds or credit borrowed or obtained from the Financial Institution in the exercise or apparent exercise of its powers shall form part of the Indebtedness and Obligations secured by this Charge and shall be recoverable by the Financial Institution on demand together, even though the exercise of such powers may not be regular, may lack status or exceed the power or capacity of the Guarantor and any Debtor, and in either case, its directors, partners, or agents.
 - (vi) Each Member shall be bound by any account settled between the Financial Institution and any Debtor, and if no such account has been so settled immediately before demand of payment hereunder any account stated by the Financial Institution shall be accepted by such Member and each of them as conclusive evidence of the amount which at the date of the account so stated is due by any Debtor to the Financial Institution or remains unpaid by any Debtor to the Financial Institution.
- (c) Each of the Member and any Guarantor and any Debtor hereby acknowledges and agrees that the Financial Institution, in its sole discretion, may insure or deal with all or any part of the Obligations without restriction and without notice to the Member, any Guarantor and any Debtor, or any other person, and that they have consented to such actions and that no further notice is required.
- (d) Notwithstanding any other provisions of these Standard Charge Terms and the provisions of all applicable Loan Documents, with respect to Insured Indebtedness, (i) any new or additional advances, increases to principal, or further borrowings, including in the case of any fluctuating account or accounts, revolving loans, lines of credit, additional or further advances beyond an initial advance, re-advances, and multiple facilities made after the initial advance or beyond the authorized amount as the case may be (each an "additional advance" and, collectively, "additional advances"), on such terms as notified to the Member from time to time, are only permitted on the condition that (i) each additional advance is new Indebtedness, or (ii) all such additional advances are in the aggregate new Indebtedness, and in each case of (i) or (ii), for so long as there is Insured Indebtedness secured by the Charge, the Insured Indebtedness shall be separate and distinct from any other Indebtedness that may be secured by the Charge, and, upon a default under the Charge, the Insured Indebtedness will have priority over any Indebtedness that is not Insured Indebtedness as to payment, collection, enforcement and realization.
- (e) Notwithstanding any other provisions of these Standard Charge Terms and the provisions of all applicable Loan Documents, if Insured Indebtedness is included by the Financial Institution in a CMHC Program, then, only for so long as the Insured Indebtedness is included in the CMHC Program:
- (i) as against the Loan Insurer and the Program Administrator, the Financial Institution will refrain from exercising the security of the Charge for the benefit of any Indebtedness except for the Insured Indebtedness (without the Financial Institution in any way waiving, disclaiming, discharging or releasing the security of the Charge as against any persons, including the Member, the Guarantor, any Debtor and any person having or taking an interest in the Lands described in the Charge); and
 - (ii) as against the Loan Insurer and the Program Administrator, the Financial Institution will refrain from exercising any available rights of consolidation, cross-collateralization or cross default that may exist in favour of the Financial Institution with regard to any Indebtedness other than the Insured Indebtedness.
- (f) In cases where the Loan Documents specify that if the Charge secures Obligations relating to multiple loans at any time, the Financial Institution has the right to allocate and apply all payments received from or on behalf of the Member, or any Debtor or Guarantor, to any loan as the Financial Institution may determine in its sole discretion, both before and after default, provided that the terms of paragraphs (d) and (e) above shall apply.
- (g) The provisions provided in this section shall be read and interpreted together with other provisions in these Standard Charge Terms applicable to this Charge and any Loan Document(s) and, in the event of a conflict among them, the provisions of this section shall prevail.

11. PROMISES OF THE MEMBER

The Member hereby promises and warrants to the Financial Institution as follows:

(a) PAYMENT OF PRINCIPAL, INTEREST AND OTHER SUMS AND OBSERVATION OF PROMISES

The Member Promises the Financial Institution to pay, without deduction or abatement, the amounts advanced under the Charge and interest thereon in accordance with the provisions of the Charge; and to pay and satisfy, as they become due, without limiting the generality of the foregoing, all taxes, assessments and other levies imposed by any municipal, local, parliamentary or other competent authority, which may now or hereafter be imposed, charged or levied upon the Lands, including, without limiting the generality of the foregoing, any electricity, gas, water or sewer charges, and when required shall leave the receipts therefor with the Financial Institution; to do, observe, perform, fulfil and keep all the provisions, Promises, agreements and stipulations provided in the Charge; and that in the event of default, the Financial Institution shall have quiet possession of the Lands free and clear from all encumbrances.

Without prejudice to the Financial Institution's rights under the *Credit Unions and Caisses Populaires Act, 1994*, the Member authorizes the Financial Institution to withdraw from any account maintained by the Member with the Financial Institution, the instalments or any other amounts due under this Charge.

The Member Promises and warrants to the Financial Institution that all obligations, remittances and source deductions owed or payable by the Member pursuant to the *Income Tax Act*, the *Employment Insurance Act*, the *Canada Pension Plan*, the *Excise Tax Act*, the *Retail Sales Tax Act*, and any other similar obligation under any applicable legislation ("Tax Obligations") are up to date and have been paid in full. The Member further promises and agrees to pay such Tax Obligations as they become due. Where more than one advance is anticipated or occurs, the Member further represents, warrants and agrees to provide satisfactory evidence to the Financial Institution, prior to each advance, that any such Tax Obligations are up to date and have been paid in full. The Member also irrevocably authorizes and directs all appropriate governmental authorities or agencies to provide any and all information to the Financial Institution or the Financial Institution's solicitors, relating to any Tax Obligations that may be payable or outstanding by the Member, either alone or with other parties.

(b) AUTHORITY TO CHARGE LANDS

The Member Promises and warrants to the Financial Institution that it has good right, full power and absolute authority to charge the Lands, in the manner set out in this Charge.

- (c) **TITLE**
The Member Promises and warrants to the Financial Institution that at the time of execution of this Charge it has a good and indefeasible estate in fee simple to the Lands, free and clear of all charges, easements, reservations, equitable interests, and other interest of any kind whatsoever, except as disclosed by the records of the land registry office.
- (d) **PRIOR ENCUMBRANCES**
The Member Promises and warrants to the Financial Institution that it has not by any act, omission, or consent permitted or done anything whereby the Lands are or may hereafter be in any way encumbered by any charge, easement, equitable interest or any other interest whatsoever, except as disclosed in the records of the land registry office.
- (e) **INSURANCE**
The Member Promises that it will immediately insure and keep insured the buildings now or hereafter erected on the Lands for a sum which shall not be less than their full replacement value and during the continuance of this Charge keep them insured in favour of the Financial Institution against loss and damage by fire and other perils usually covered in fire insurance policies and against any other perils, as the Financial Institution may require. The Member shall deliver to the Financial Institution, at least fifteen days prior to the expiry of any insurance policy and at least five days prior to the effective date of any notice of cancellation, evidence that it has renewed or replaced such insurance, failing which the Financial Institution may provide for such insurance and charge the costs of such insurance and interest on such costs at the Interest Rate to the Member and the same shall be payable immediately and shall also be a Charge upon the Lands. It is also agreed that the Financial Institution may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Financial Institution. The Financial Institution may of its own accord effect or maintain any insurance herein provided for, and any amount paid by the Financial Institution therefore shall be payable immediately by the Member with interest at the Interest Rate and shall also be a Charge upon the Lands. All policies of insurance shall provide that loss shall be payable to the Financial Institution as its interest may appear and contain a charge clause in a form approved by the Financial Institution. The Financial Institution may, in its sole discretion, require that all monies received in the event of loss be applied in whole or in part in discharge of any of the monies due under the Charge, whether outstanding or not.
- (f) **ACCELERATION ON DEFAULT**
In default of payment of interest, of any instalment of Principal, or of any other amount payable by the Member, in whole or in part, under this Charge, or in the event of default by the Member in the observance of any of the Obligations contained in this Charge, the Financial Institution may, in its sole discretion, demand immediate payment of the Indebtedness due under the Charge. In default of payment, the Financial Institution may exercise all of its remedies, rights and powers available at law, and under this Charge, including the power of sale herein contained. It is agreed that the Financial Institution may in writing waive its right to demand immediate payment of the Indebtedness due under the Charge, but notwithstanding such waiver, the Financial Institution may exercise such right at a later time, or in the event of any other default.
The Member Promises with the Financial Institution and warrants that in the event of non-payment of the Principal or interest, and all other amounts payable under this Charge which may become due pursuant to this paragraph, it shall not require the Financial Institution to accept payment of the Principal monies without first giving three months' previous notice in writing or paying the indemnity calculated in accordance with the applicable formula provided in these Standard Charge Terms. The Member agrees that this indemnity constitutes a form of compensation payable in consideration for the Member's full repayment of the Indebtedness and is not a penalty.
- (g) **DISTRESS**
The Financial Institution may, when applicable, distrain for arrears of interest, Principal and with respect to all other amounts due under this Charge. All costs incurred in connection with the Financial Institution's exercise of its remedy of distress are payable by the Member immediately with interest at the Interest Rate and are a Charge on the Lands.
- (h) **ENTRY ON DEFAULT**
In default of the payment of interest, of any instalment of Principal, or of any other amount payable by the Member, in whole or in part, under this Charge, or in the event of default by the Member in the observance of any of the Obligations contained in this Charge, the Financial Institution may take possession of the Lands and shall have quiet possession of the Lands free and clear from all charges, executions or other encumbrances without the let, suit, hindrance, interruption or denial of the Member.
- (i) **FURTHER ASSURANCES**
At all times, the Member and any person who shall have a right or claim against the whole or any part of the Lands will, at the Member's expense, execute, deliver or obtain any deed or other instrument and do anything which the Financial Institution or its solicitor may deem necessary for the further, better and more perfectly and absolutely conveying and assuring the Lands hereby charged unto the Financial Institution and such expenses shall be payable immediately by the Member, with interest at the Interest Rate, and shall be a Charge on the Lands.
- (j) **REPAIR**
The Member will keep the Lands in good condition and repair and each of the Financial Institution, Loan Insurer, Program Administrator, or any of its authorized representatives or agents may, whenever it deems necessary, in person or through an agent, enter upon and inspect the Lands and make such repairs as the Financial Institution deems necessary. The costs of such inspection and repairs with interest at the Rate set forth in the Charge shall be payable immediately by the Member and be a Charge upon the Lands. If the Member neglects to keep the Lands in good condition and repair or commits or permits any act of waste on the Lands (as to which the Financial Institution shall be the sole judge) the Financial Institution may demand the immediate payment of the Indebtedness secured and due under the Charge and in default of payment, the Financial Institution may exercise all of its remedies, rights and powers available at law and under this Charge, including the power of sale herein contained. The Member also promises to immediately advise the Financial Institution of any order or notice relating to the Lands issued by any competent authority and the Member further agrees that the existence of any such order or notice shall constitute a default under this Charge and in such event, the Financial Institution may exercise all of its remedies, rights and powers available at law and under this Charge, including the power of sale herein contained.
- (k) **POWER OF SALE**
In the event of default of payment of the Indebtedness or in the observing, performing, fulfilling or keeping of one or more of the Obligations or Promises contained in the Charge, the Financial Institution may enter into possession of the Lands and take the rents and revenues and, whether in or out of possession of the Lands, may make any lease of the Lands as the Financial Institution shall think fit.
Further, in the event of default in any payment of the Indebtedness or of any failure with respect to observing, performing or fulfilling one or more of the Obligations contained in the Charge, and fifteen (15) days shall have then elapsed without the default having been remedied, the Financial Institution may, after giving thirty-five (35) days' written notice to the persons and in the manner prescribed by the *Mortgages Act*, without any further consent or concurrence of the Member, sell and absolutely dispose of all or any part of the Lands by public auction or private contract, or partly by private contract and partly by public auction, as the Financial Institution shall see fit, and may convey and assure the same when so sold unto the purchaser, its heirs, executors, successors, administrators and assigns, and execute and do all such things as may be found necessary for these purposes. The Financial Institution shall not be responsible for any loss which may arise by reason of any leasing or sale of the Lands unless by reason of its willful neglect or default.
The production of a Statutory Declaration from the Financial Institution shall be conclusive evidence of default and of the continuance of the Indebtedness by the Member.
After such sale, the Financial Institution shall stand and be possessed of the monies to arise and be produced by such sale, or which shall be received by the Financial Institution by reason of any insurance upon the premises upon the following trusts:
- (i) Firstly, to pay all costs, charges, fees or other expenses related to a completed or attempted sale, lease or conveyance of the Lands;
 - (ii) Secondly, to pay and satisfy the Indebtedness secured by the Charge;
 - (iii) Thirdly, to the extent that a surplus remains after full payment and satisfaction of the amounts due under this Charge, the Financial Institution shall apply such surplus towards the payment of subsequent encumbrances according to their priorities pursuant to all applicable laws;
 - (iv) Fourthly, to the extent that a surplus remains, to the Member.
- Notwithstanding the power of sale and the other powers and provisions contained in the Charge, the Financial Institution shall have and be entitled to its right of foreclosure.

Any Notice shall be given to the Member and to such other persons in the manner and as required by law at the time it is given. Where there are no such requirements, notice may be given to the Member, at the Financial Institution's option, by one or more of the following means:

- (i) Personal service at the Member's last known address;
- (ii) Registered mail at the Member's last known address;
- (iii) Publication in a newspaper published in the city, county or district where the Lands are located;
- (iv) Leaving it with an adult on the Member's Lands; or
- (v) Posting it on the Member's Lands.

The Financial Institution may sell any part of the Lands on such terms as shall appear most advantageous and for such price as can be obtained after reasonable efforts. The Financial Institution may bid or buy the Lands at the time of such sale and may rescind or amend any contract for the sale of the whole or any part of the Lands and resell without being held liable or answerable for loss occasioned thereby. In the case of a sale on credit, the Financial Institution shall be bound to pay to the Member only such monies as have been actually received from the purchaser after the satisfaction of the claims of the Financial Institution. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by expressed notice that any sale or lease is improper. No lack of notice or publication when required shall invalidate any sale or lease.

The Member shall reimburse the Financial Institution for legal fees and disbursements (calculated on a full-indemnity basis), real estate commissions and all other costs incurred by the Financial Institution in exercising the power of sale herein contained and all such fees, commissions and other costs shall bear interest at the Rate provided in the Charge, shall be payable by the Member immediately and shall be a Charge on the Lands.

12. SALE OF THE LANDS

- (a) In the event of a sale or other transfer, whether voluntary or involuntary, in whole or in part, of the Lands by the Member, the Financial Institution may demand immediate payment of the Indebtedness, together with an indemnity calculated in accordance with the applicable prepayment provisions of these Standard Charge Terms. The Member agrees that such indemnity constitutes a form of compensation payable in consideration for the Member's full repayment of the Indebtedness and is not a penalty.
- (b) It is agreed that no sale or other dealing by the Member with the Lands shall in any way change the liability of the Member or in any way alter the remedies, rights and powers of the Financial Institution available at law and under this Charge as against the Member or any other person liable for payment of the monies secured under this Charge.

13. SUBSEQUENT CHARGE

In the event that the Member gives a charge on the Lands to another lender without obtaining the Financial Institution's prior consent, the Financial Institution may, at its sole option and discretion, demand full repayment of the Indebtedness immediately, together with an indemnity calculated in accordance with the applicable prepayment provisions of these Standard Charge Terms. The Member Promises that such indemnity constitutes a form of compensation payable in consideration for the full repayment of the Indebtedness by the Member and is not a penalty.

14. PAYMENTS BY THE FINANCIAL INSTITUTION

It is agreed that the Financial Institution may pay all premiums of insurance and all taxes, rates and utility and heating charges which shall fall due with respect to the Lands and be unpaid by the Member. Any such payments made by the Financial Institution together with all costs, charges, legal fees (on a full-indemnity basis) and expenses incurred in taking, recovering and keeping possession of the Lands, and for negotiating this loan, investigating title, and registering this Charge and other necessary deeds, and all costs incurred in any other proceedings taken in connection with or to realize this security (including real estate commissions incurred in leasing or selling the Lands), shall bear interest at the Rate set forth in this Charge and be a Charge upon the Lands in favour of the Financial Institution. The Financial Institution may pay or satisfy any lien, charge or encumbrance now existing or that shall be created or claimed upon the Lands and all amounts incurred for any such purpose shall likewise be a Charge upon the Lands in favour of the Financial Institution. It is hereby further agreed that all amounts paid by the Financial Institution shall be added to the Indebtedness secured and shall be immediately payable by the Member with interest at the Rate set out in this Charge. In default of payment of any obligation under this paragraph, the Financial Institution may demand immediate payment of the Indebtedness due under the Charge and may exercise all its remedies, rights and powers available at law and under this Charge, including the power of sale herein contained.

15. ONTARIO NEW HOME WARRANTIES PLAN ACT

In the event the Financial Institution incurs any cost or expense arising from or relating to the *Ontario New Home Warranties Plan Act*, all such costs and expenses shall be added to the Indebtedness secured under the Charge and be a Charge on the Lands and shall bear interest at the Rate set forth in the Charge, and shall be immediately payable by the Member to the Financial Institution.

16. FIXTURES

It is mutually agreed that all erections, improvements and fixtures put upon the Lands, including, but without limiting the generality of the foregoing, all buildings, structures, fences, heating, piping, plumbing, aerials, air conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, radiators and covers, fixed mirrors, fitted blinds, storm windows and storm doors, window screens and screen doors, shutters and awnings, floor coverings, and all apparatus and equipment pertinent thereto, and all farm machinery and improvements, fixed or otherwise and even though not attached to the Lands otherwise than by their own weight are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Lands and shall be a portion of the security for the Indebtedness secured under this Charge.

17. CONSTRUCTION LIEN ACT

At the time of each advance, the Member shall ensure that there shall be full and complete compliance with all requirements of the *Construction Lien Act*, and the Member shall submit to the Financial Institution satisfactory evidence of such compliance. The Member agrees that the Financial Institution shall be entitled to withhold from any advance, or pay into court as an advance, such amounts as the Financial Institution, in its sole discretion, considers advisable to protect its interests under the provisions of the Act, and to secure the priority of the Charge over any actual or potential construction liens. Nothing in this paragraph shall be construed to make the Financial Institution an "owner" or "payer" as defined by the Act, nor shall there be, or be deemed to be, any obligation by the Financial Institution to retain any holdback or otherwise or to maintain on the Member's behalf any holdback which may be required to be made by the owner or payer. Any such obligation shall remain solely the Member's obligation. The Member hereby promises and agrees to comply in all respects with the provisions of the Act.

If a construction lien is filed against all or part of the Lands, then the Member shall have the lien immediately vacated or discharged. If the Member fails to do so, then the Indebtedness payable under this Charge shall, at the option of the Financial Institution, immediately become due and payable and the Financial Institution may exercise all its remedies, rights and powers available at law and under this Charge, including the power of sale herein contained. In addition to its other rights provided herein, the Financial Institution shall be entitled to pay into court a sum sufficient to obtain an order vacating such lien or to purchase a financial guarantee bond in the form prescribed under the Act. All costs, charges and expenses incurred by the Financial Institution in connection with such payment into court or in connection with the purchase of a financial guarantee bond or in connection with any legal proceedings described below, together with interest thereon at the Interest Rate herein provided, shall be added to the sums payable and secured by the Charge and shall be immediately payable by the Member to the Financial Institution. If any person that performs work, labour or services or that provides materials to or for the Lands, names the Financial Institution as a party to any legal proceedings which it takes to enforce a construction lien or trust claim, the Member agrees to reimburse the Financial Institution for, and indemnify the Financial Institution against, any and all legal expenses (on a full-indemnity basis) incurred by the Financial Institution in such legal proceedings.

18. BUILDING MORTGAGE

The Member agrees that if the Charge is a charge taken with an intention to secure the financing of any improvements on the Lands, or if the Charge is taken out to repay any such charge, the following conditions shall apply:

- (a) All construction on the Lands shall be carried out by reputable contractor(s) with sufficient experience in a project of the nature and size contemplated, and whose construction contract(s) must be previously approved by the Financial Institution in writing, which approval may be unreasonably withheld.

- (b) The renovations to, or construction of, any buildings, structures and improvements on the Lands, shall be performed in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to and approved by the Financial Institution, which approval may be unreasonably withheld, and to the satisfaction of all governmental and regulatory authorities having jurisdiction.
- (c) The Member further Promises and agrees that all advances are to be made in such manner, at such times and in such amounts as the Financial Institution, in its sole discretion, may determine and subject always to the provision to which the Member hereby agrees that, notwithstanding the execution or registration of the Charge or the advancement of any part of the monies, the Financial Institution is not bound to advance the monies or any unadvanced portion of the monies nor make or incur any further loan advance or liability to or for the Member or any other party and the advance of the monies and any part thereof or the making of any loans or advances or the incurring of any liability on behalf of the Member shall be in the sole discretion of the Financial Institution whatever the purpose of this Charge. Without limiting the generality of the foregoing, the Member Promises and agrees to provide to the Financial Institution, prior to each advance, statutory declarations sworn by the Member or, if the Member is a corporation, by an officer of the Member, and outlining the particulars of all contracts entered into by the Member in respect of the supply of services or materials to any improvements on the Lands. Such statutory declarations shall be acceptable to the Financial Institution as to form and content. In addition, the Member Promises and agrees to produce such contracts for examination by the Financial Institution if and whenever the Financial Institution shall so require.
- (d) Provided that should construction on the Lands cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Member excepted) for a period of at least ten (10) consecutive days, then the Indebtedness payable under the Charge, at the option of the Financial Institution, shall immediately become due and payable and the Financial Institution may exercise all its remedies, rights and powers available at law and under this Charge, including the power of sale herein contained. In the event that construction does cease, then the Financial Institution shall also have the right, at its sole option, to assume complete control of the construction in such manner and on such terms as it deems advisable. The cost of completion incurred by the Financial Institution and all incidental costs and expenses together with a management fee of fifteen percent (15%) of the cost of such construction shall, at the option of the Financial Institution, be added to the sums payable and secured by the Charge together with interest thereon at the Interest Rate provided and shall be payable by the Member.
- Without limiting the generality of the foregoing, at all times the Financial Institution shall be entitled to retain, unadvanced, that portion of the Principal Amount required, in its sole opinion, to complete the construction on the Lands as well as an amount equal to the aggregate of all holdbacks required to be maintained by an "owner" under the *Construction Lien Act*.

19. ALTERATIONS

The Member Promises that the Member will not make or permit to be made any alterations or additions to the Lands without the prior consent of the Financial Institution, which consent may be unreasonably withheld, and any failure by the Member to fulfil this Promise shall constitute a default under this Charge and, in the event of default, the Financial Institution shall be entitled to exercise all its remedies, rights and powers available at law and under this Charge, including the power of sale herein contained.

20. DEFAULT IN PRIOR CHARGES

The Financial Institution and the Member Promise and agree that, should default be made by the Member in the observance or performance of any of the Member's obligations or Promises pursuant to any agreements, provisos or conditions contained in any mortgage or charge to which this Charge is subject, the Indebtedness due and payable under this Charge shall, at the option of the Financial Institution, immediately become due and payable and all remedies, rights and powers available to the Financial Institution at law and under this Charge may be exercised by the Financial Institution, including the power of sale herein contained.

21. WAIVER OF DEFAULT

The Member agrees that the Financial Institution may in writing after default under this Charge waive such default and forego its right to demand immediate payment of the full amount of the Indebtedness due under the Charge, but any such waiver shall apply only to the particular default and shall not operate as a waiver of any other or future default.

22. PARTIAL RELEASES

The Financial Institution may release any part or parts of the Lands or any other security or any surety for the Principal Amount and interest secured by this Charge, either with or without any sufficient consideration, without being accountable to the Member except for any monies actually received by the Financial Institution, without responsibility and without releasing any other part of the Lands or any person from this Charge or from any of its Promises. It is expressly agreed that every part or lot into which the Lands are or may be divided does and shall stand charged with the whole Principal Amount secured under this Charge and no person shall have the right to require the Principal Amount to be apportioned.

23. EXTENSIONS

No extension of time given by the Financial Institution to the Member or anyone claiming under him or any other dealing by the Financial Institution with the owner of the Lands or of any part thereof shall in any way affect or prejudice the rights of the Financial Institution against the Member or any other person liable for the payment of the Indebtedness secured under this Charge.

24. RENEWAL

At the discretion of the Financial Institution, this Charge may be renewed by an agreement in writing entered into in accordance with the provisions of this paragraph, at maturity or earlier, for any term, whether or not there may be subsequent encumbrances. It shall not be necessary to register any such agreement in order to retain the priority of this Charge and of the Indebtedness, even if the Rate should be increased, over any instrument registered subsequent to this Charge.

The Financial Institution may, prior to maturity, provide the Member with a renewal agreement indicating that it is willing to renew this Charge upon the terms and conditions as may be specified in the renewal agreement.

The Member must deliver to the Financial Institution the duly executed renewal agreement indicating the Member's acceptance of the terms of renewal offered in the renewal agreement. However, other arrangements may be made by the Member with the Financial Institution with respect to other terms or conditions of renewal. Further, the Indebtedness due under the Charge may be repaid in full on the date of maturity.

If the Member fails to return to the Financial Institution an executed renewal agreement prior to maturity, this Charge shall be renewed for a term of one (1) year or for a lesser term, at the option of the Financial Institution, in accordance with the terms and conditions applicable to this Charge.

The Member further agrees to execute such further and other documentation as may be required by the Financial Institution to give effect to such renewal, and to enable its registration on title, if necessary.

Nothing contained in this paragraph shall confer any right of renewal upon the Member.

25. JUDGMENTS

The taking of a judgment on any of the Promises contained in this Charge shall not operate as a merger of the Promise or affect the Financial Institution's rights including the right to interest at the Rate and times provided in this Charge; further, any judgment shall provide that interest thereon shall be computed at the same Rate and in the same manner as provided in this Charge until the judgment has been fully paid and satisfied.

26. GUARANTOR(S)

In the event that one or more persons designated as Guarantors have executed the Charge or any schedule attached thereto, the following shall apply:

The Guarantor or, if more than one, each of them jointly and severally, in consideration of the Financial Institution making the loan secured by this Charge to the Member, guarantees to the Financial Institution the payment of the Indebtedness and performance and observance by the Member of all Obligations contained in the Charge.

The Guarantor acknowledges that it is responsible as principal debtor and agrees that the Financial Institution may, without notice to the Guarantor, and without limiting or varying the Guarantor's liability, grant extensions, renewals, time, discharges and releases, take other security, release or abandon any security in whole or in part, abstain from taking other sureties or guarantees, or from realizing on sureties or guarantees in its possession, accept proposals and otherwise deal with the Member or any other person including other Guarantors, without releasing, diminishing, or limiting in any way the responsibilities or obligations of the Guarantor to the Financial Institution. The Guarantor further acknowledges that its liability to the Financial Institution shall not be lessened, limited or varied by any deficiency or insufficiency of the security under this Charge nor by any other thing whatsoever including the bankruptcy or insolvency of the Member, the dissolution of the Member, if a corporation, or any want of capacity, or other circumstances rendering the Obligations of the Member void or unenforceable, and nothing save the payment in full of the Indebtedness due under this Charge and the performance of all Obligations under this Charge shall discharge the Guarantor. The Guarantor further acknowledges that the Financial Institution shall not be bound to have recourse or to exhaust its recourse against the Member or against any other person or persons or against any security under this Charge or otherwise before enforcing the Financial Institution's remedies, rights and powers available at law and under this Charge against the Guarantor.

27. CONDOMINIUM

The following provisions apply to any condominium unit that is part of the charged Lands:

- (a) The Member Promises to comply with the *Condominium Act, 1998*, the Declaration, the by-laws and rules of the Condominium Corporation and agrees to provide to the Financial Institution copies of any notices, assessments, by-laws, rules and financial statements provided to him by the Condominium Corporation, and the Member agrees that any violation of its Obligations shall constitute a violation of a Promise pursuant to the Charge;
- (b) The Member Promises that it will insure all improvements which it or previous owners have made to the unit. This provision is in addition to and does not in any way diminish the Member's Obligations under this Charge;
- (c) The Member irrevocably authorizes the Financial Institution to exercise the Member's right to vote or consent with respect to any matter submitted to Members of the Condominium Corporation for a vote or consent. In the event that the Financial Institution does not exercise such rights, the Member may exercise them and the Member hereby promises and agrees to exercise its voting or consent rights in accordance with any direction given by the Financial Institution. The Financial Institution shall have no obligation to vote or consent or otherwise protect the Member's interests by reason of the Member's assignment of its right to vote or consent. The Financial Institution's exercise of the right to vote or consent shall not have the effect of deeming the Financial Institution to be a chargee in possession;
- (d) The Member Promises to pay promptly when due any contributions to regular common assessments and special assessments required by it as an owner of the Lands and in the event the Member defaults in doing so or fails to observe the provisions contained in the *Condominium Act, 1998*, the Declaration or the by-laws and rules of the Condominium Corporation, the Financial Institution may effect such compliance and any charges or costs incurred by the Financial Institution shall be immediately payable, together with interest at the Rate set out in the Charge and shall be a Charge against the Lands.

RESIDENTIAL PROPERTIES

Unless otherwise provided, paragraphs 28, 29, 30, 31 and 32 apply only to owner-occupied residential properties with four (4) units or less.

28. CONVERSION TO CLOSED FIXED RATE

In the case of a Yearly Rate Resetter or Reduced Variable Rate Indebtedness, the Member may, at any time, request that the Financial Institution convert the Indebtedness' Interest Rate to a closed fixed Rate for the remainder of the term. The Interest Rate that shall apply from the time of conversion shall be the Rate then recommended by the Federation of which the Financial Institution is a member for a closed fixed Rate residential mortgage loan, whose term is closest and longer than the remainder of the term. The member may get the interest Rate for such term on the Financial Institution's website, if applicable, or by contacting it.

The Financial Institution may also grant a request for conversion to a term longer than the remainder of the term of the Indebtedness.

To carry out this conversion, the Member shall enter into the agreement then in force at the Financial Institution for closed fixed Rate mortgage loans.

INCREASED SCHEDULED PAYMENTS AND PREPAYMENT

➤ OPEN FIXED RATE

29. **INCREASED SCHEDULED PAYMENTS:** The Member may, at any time, increase his or her scheduled payments without paying the Financial Institution an indemnity. The Member may later choose to decrease his or her payments to any amount, limited to no less than the amount to which he or she has agreed in this Charge.

30. **PREPAYMENT:** The Member may, at any time and without paying the Financial Institution an indemnity, prepay the Indebtedness before the end of the term, either in full or in part. In the case of partial prepayments, the Member must continue to make the scheduled payments to which he or she has agreed in this Charge.

➤ CLOSED FIXED RATE

29. **INCREASED SCHEDULED PAYMENTS:** Once each calendar year, the Member may increase their scheduled payments without paying the Financial Institution an indemnity. However, the total increase over the term of the Indebtedness shall not be greater than twice the payment amount to which they agreed in this Charge. The Member may later choose to decrease their payments to any amount, limited to no less than the amount to which they have initially agreed in this Charge.

Example: The scheduled payment amount to which you agreed at the beginning of the term is \$300 per month. Once each calendar year, you may increase that amount up to twice the initial amount, i.e. \$600 during the life of the term. You may later choose to reduce the scheduled payment to any amount, as long as it is no less than the set minimum of \$300, i.e. the amount to which you initially agreed.

30. PREPAYMENT

30.1 Partial Indebtedness prepayments

Each calendar year, the Member may prepay, in one or more payments of at least \$100, a maximum of 15% of the **initial Indebtedness amount** without paying the Financial Institution an indemnity. This privilege cannot be carried forward from year to year. Moreover, the Member may not exercise this privilege on the day that the Indebtedness is repaid in full, unless the balance owing is equal to or lower than the amount that may be prepaid without paying an indemnity.

The Member may also, at any time, prepay any amount in excess of the 15% stated in the previous paragraph, without repaying the Indebtedness in full. In that event, he or she shall pay the Financial Institution an indemnity, calculated on that excess amount as provided for in section 30.2 "Full Indebtedness prepayment", below.

After making a prepayment, the Member must continue to make the scheduled payments to which he or she has agreed in this Charge.

Example of calculation: partial Indebtedness repayments

The Financial Institution has loaned you \$200,000 and you still owe \$100,000. Each calendar year, you may make one or more prepayments of at least \$100, indemnity-free, up to a maximum of \$30,000 (i.e. 15% of \$200,000). In the event that you prepay an amount greater than \$30,000 without repaying the Indebtedness in full (e.g. you prepay \$40,000), the indemnity will be calculated on the excess amount (\$10,000 in this example) as provided for in section 30.2 "Full Indebtedness prepayment", below.

30.2 Full Indebtedness prepayment

The Member may prepay the Indebtedness in full at any time. In that event, he or she shall pay the Financial Institution an indemnity equal to the higher of the following two amounts:

- (a) an amount equal to **three months' interest** on the amount prepaid, at the Indebtedness' Rate of Interest; or
- (b) an amount equal to the interest calculated on the amount thus prepaid, to the end of the term, at an interest Rate equal to the **difference between the following two Rates**:
 - (i) the Interest Rate that applies to the Indebtedness; and
 - (ii) the interest Rate then recommended by the Federation of which the Financial Institution is a member for a closed fixed Rate residential mortgage loan, whose term is closest to the remainder of the term of the Indebtedness. The member may get that interest Rate (hereinafter the "comparison Rate") for such term on the Financial Institution's website, if applicable or by contacting it. If the Member was afforded a reduced Interest Rate, of which he or she was informed in writing when the Indebtedness was granted, the comparison Rate is reduced by a percentage equal to the reduced Interest Rate he or she was afforded.

For purposes of the above calculations, the amount that may be prepaid free of indemnity, according to section 30.1 "Partial Indebtedness prepayments" above, may not be subtracted from the amount of the prepayment.

If the prepayment is made less than three months before the end of the term, the indemnity shall be equal to the interest calculated on the prepayment amount for the remainder of the term, at the Indebtedness' current Rate of interest.

Example of calculation: Indebtedness prepayment in full

You currently owe \$100,000 on your Indebtedness and the Interest Rate is 6%. You want to prepay your Indebtedness in full before the end of the term.

The indemnity outlined in **paragraph 30.2 (a)** (three months' interest) is calculated as follows:

Balance owing:	\$100,000 [A]
Interest Rate on your Indebtedness:	6% or 0.06 [B]
Interest cost for one year: $A \times B = C$, thus:	$\$100,000 \times 0.06 = \$6,000$ [C]
Interest cost for three months: $C \div 12 \text{ months} \times 3 \text{ months}$, thus:	$\$6,000 \div 12 \times 3 = \$1,500$

The indemnity outlined in **paragraph 30.2 (b)** (difference in Rates) is calculated as follows:

Interest Rate on your Indebtedness:	6% or 0.06 [D]
Comparison Rate according to paragraph 5.2 (b) (ii):	5% or 0.05 [E]
Difference in Rates: $D - E = F$	1% or 0.01 [F]
Balance owing on your Indebtedness:	\$100,000 [G]
Remainder of the term:	2 years and 10 days, i.e. 740 days [H]
Indemnity according to paragraph 30.2 (b):	$G \times F \div 365 \text{ days} \times 740 \text{ days} = \$2,027.40$

You would therefore have to pay \$2,027.40, i.e. the higher of the two indemnities calculated above. However, in an actual case, the indemnity would be lower because it would be calculated using software that applies financial principles that are favourable to you.

Note: If you were granted a reduced Interest Rate (e.g. 0.50% per year), the comparison Rate (Interest Rate shown in [E]) would be reduced by the same percentage. It would then be 4.5% instead of 5%, and the difference in Rates shown in [F] would be 1.5% (6% - 4.5%) instead of 1%. The indemnity you would pay would therefore be \$3,041.10 instead of \$2,027.40.

30.3 Proportional cash back repayment

If the Member received cash back when the Indebtedness was granted and he or she is required to pay a prepayment indemnity, they must also repay a portion of that cash back to the Financial Institution. The amount to be repaid is proportional to the remainder of the term in relation to its length. In the case of a partial prepayment, the amount to be repaid is also calculated in proportion to the prepayment amount that exceeds 15%, as outlined in section 30.1 "Partial Indebtedness prepayments", above; this proportional calculation is made against the balance owing.

This proportional repayment obligation remains in force until the end of the term of the Indebtedness, even if it is not stated in any Loan Documents relating to the Indebtedness that the Member may enter into with the Financial Institution in the meantime.

Example of calculation: proportional cash back repayment

You want to prepay your Indebtedness in full. The amount of cash back to be repaid is calculated as follows:

Amount of cash back received when the Indebtedness was disbursed:	\$1,000 [I]
Term of the Indebtedness:	5 years (60 months) [J]
Remainder of term at time of prepayment:	33 months [K]
Amount of cash back to be repaid: $I \div J \times K$, thus:	$\$1,000 \div 60 \text{ months} \times 33 \text{ months} = \550 [L]

In the case of a **partial** prepayment, the cash back to be repaid is also calculated in proportion to the prepayment amount that exceeds the indemnity-free 15%.

Example:

Amount that exceeds the indemnity-free 15%:	\$10,000 [M]
Balance owing:	\$100,000 [N]
Proportion for calculation: $M \div N$, thus:	$\$10,000 \div \$100,000 = 10\%$ or 0.10
Amount of cash back you have to repay:	$\$550$ [L] $\times 0.10 = \$55$

Note that in an actual case, the calculation is based on the exact number of days, rather than the number of months, before the end of the term. This amount owing is in addition to the prepayment indemnity.

30.4 Application of sections 30.1 through 30.3 in any other situation

The prepayment indemnity described in section 30.1 or 30.2 must be paid to the Financial Institution in any other situation where the Indebtedness is being prepaid by a party other than the Member. The same applies to the proportional repayment of cash back that must be made according to section 30.3, where applicable.

➤ YEARLY RATE RESETTER

29. INCREASED SCHEDULED PAYMENTS: Once each calendar year, the Member may increase his or her scheduled payments without paying the Financial Institution an indemnity. However, the total increase over the term of the Indebtedness shall not be greater than twice the payment amount to which he or she agreed in this Charge. The Member may later choose to decrease his or her payments to any amount, limited to no less than the amount to which he or she has agreed in this Charge.

Example: The scheduled payment amount to which you agreed at the beginning of the term is \$300 per month. Once each calendar year, you may increase that amount up to twice the initial amount, i.e. \$600 during the life of the term. You may later choose to reduce the scheduled payment to any amount, as long as it is no less than the set minimum of \$300, i.e. the amount to which you initially agreed.

30. PREPAYMENT

30.1 Partial Indebtedness prepayments

Each calendar year, the Member may prepay, in one or more payments of at least \$100, a maximum of 15% of the **initial Indebtedness amount** without paying the Financial Institution an indemnity. This privilege cannot be carried forward from year to year. Moreover, the Member may not exercise this privilege on the day that the Indebtedness is repaid in full, unless the balance owing is equal to or lower than the amount that may be prepaid without paying an indemnity.

The Member may also, at any time, prepay any amount in excess of the 15% stated in the previous paragraph, without repaying the Indebtedness in full. In that event, he or she shall pay the Financial Institution an indemnity equal to three months' interest on the excess prepayment amount, at the Indebtedness' current Rate of interest.

After making a prepayment, the Member must continue to make the scheduled payments to which he or she has agreed in this Charge.

Example of calculation: partial Indebtedness prepayments

The Financial Institution has loaned you \$200,000 and you still owe \$100,000. Each calendar year, you have the option of making one or more prepayments of at least \$100, indemnity-free, up to a maximum of \$30,000 (i.e. 15% of \$200,000).

In the event that you prepay an amount greater than \$30,000 without repaying the Indebtedness in full (e.g. you prepay \$40,000), the indemnity will be calculated on the excess amount (\$10,000, in this example), as follows:

Amount subject to an indemnity:	\$10,000 [A]
Interest Rate on your Indebtedness:	6% or 0.06 [B]
Interest cost for one year: $A \times B = C$, thus:	$\$10,000 \times 0.06 = \600 [C]
Interest cost for three months: $C \div 12 \text{ months} \times 3 \text{ months}$, thus:	$\$600 \div 12 \times 3 = \150

Note that in an actual case, the indemnity would be lower because it would be calculated using software that applies financial principles that are favourable to you.

30.2 Full Indebtedness prepayment

The Member may prepay the Indebtedness in full at any time. In that event, he or she shall pay the Financial Institution an indemnity equal to three months' interest calculated on the amount of the prepayment, at the Indebtedness' current Rate of interest.

For purposes of the above calculation, the amount that may be prepaid free of indemnity, according to section 30.1 "Partial Indebtedness prepayments" above, may not be subtracted from the amount of the prepayment.

If the prepayment is made less than three months before the end of the term, the indemnity is calculated on the amount of the prepayment for the remainder of the term, at the Indebtedness' current Rate of interest.

Example of calculation: full Indebtedness prepayment

You currently owe \$100,000 on your Indebtedness and the Interest Rate is 6%. You want to prepay your Indebtedness in full before the end of the term. The indemnity to be paid to the Financial Institution is calculated as follows:

Balance owing:	\$100,000 [A]
Interest Rate on your Indebtedness:	6% or 0.06 [B]
Interest cost for one year: $A \times B = C$, thus:	$\$100,000 \times 0.06 = \$6,000$ [C]
Interest cost for three months: $C \div 12 \text{ months} \times 3 \text{ months}$, thus:	$\$6,000 \div 12 \times 3 = \$1,500$

Note that in an actual case, the indemnity would be lower because it would be calculated using software that applies financial principles that are favourable to you.

30.3 Proportional cash back repayment

If the Member received cash back when the Indebtedness was granted and he or she is required to pay a prepayment indemnity, he or she must also repay a portion of that cash back to the Financial Institution. The amount to be repaid is proportional to the remainder of the term in relation to its length. In the case of a partial prepayment, the amount to be repaid is also calculated in proportion to the prepayment amount that exceeds 15%, as outlined in section 30.1 "Partial Indebtedness prepayments", above; this proportional calculation is made against the balance owing.

This proportional repayment obligation remains in force until the end of the term of the Indebtedness, even if it is not stated in any Loan Documents relating to the Indebtedness that the Member may enter into with the Financial Institution in the meantime.

Example of calculation: proportional cash back repayment

You want to prepay your Indebtedness in full. The amount of cash back to be repaid is calculated as follows:

Amount of cash back received when the Indebtedness was disbursed:	\$1,000 [D]
Term of the Indebtedness:	5 years (60 months) [E]
Remainder of term at time of prepayment:	33 months [F]
Amount of cash back to be repaid: $D \div E \times F$, thus:	$\$1,000 \div 60 \text{ months} \times 33 \text{ months} = \550 [G]

In the case of a **partial** prepayment, the cash back to be repaid is also calculated in proportion to the prepayment amount that exceeds the indemnity-free amount of 15%.

Example:

Amount that exceeds the amount of the indemnity-free amount of 15%:	\$10,000 [H]
Balance owing:	\$100,000 [I]
Proportion for calculation: $H \div I$, thus:	$\$10,000 \div \$100,000 = 10\%$ or 0.10
Amount of cash back to be repaid:	$\$550$ [G] $\times 0.10 = \$55$

Note that in an actual case, the calculation is based on the exact number of days, rather than the number of months, before the end of the term. This amount owing is in addition to the prepayment indemnity.

30.4 Proportional repayment of interest saved as a result of a reduced Interest Rate in the first year of the term

If the Member was informed in writing, at the time the Indebtedness was granted, that he or she was afforded a reduced Interest Rate for the first year of the term, and that he or she must pay a prepayment indemnity, the Member must also repay the Financial Institution a portion of the interest he or she saved as a result of that reduced Interest Rate. The amount to be repaid is proportional to the remainder of the term in relation to its length. In the case of a partial prepayment, the amount to be repaid is also calculated in proportion to the prepayment amount that exceeds the indemnity-free amount of 15%, as outlined in section 30.1 "Partial Indebtedness prepayments", above; this proportional calculation is made against the balance owing.

This proportional repayment obligation remains in force until the end of the term of the Indebtedness, even if it is not stated in any Loan Documents relating to the Indebtedness that the Member may enter into with the Financial Institution in the meantime.

Example of calculation: proportional repayment of interest saved as a result of a reduced Interest Rate in the first year of the term

You want to prepay your Indebtedness in full. You were granted a reduced Interest Rate, applicable to the first year of the term of your Indebtedness and, as a result, you saved \$2,000. The portion of the interest you saved and to be repaid is calculated as follows:

Interest you saved:	\$2,000 [G]
Term of the Indebtedness:	5 years (60 months) [H]
Remainder of the term of the Indebtedness at time of prepayment:	33 months [I]
Amount of interest you saved and to be repaid: $G \div H \times I$, thus:	$\$2,000 \div 60 \text{ months} \times 33 \text{ months} = \$1,100$ [J]

In the case of a **partial** prepayment, the interest saved to be repaid is also calculated in proportion to the prepayment amount that exceeds the indemnity-free amount of 15%.

Example:

Amount that exceeds the indemnity-free amount of 15%:	\$10,000 [K]
Balance owing:	\$100,000 [L]
Proportion for calculation: $K \div L$, thus:	$\$10,000 \div \$100,000 = 10\%$ or 0.10
Amount of interest you saved and to be repaid:	$\$1,100$ [J] $\times 0.10 = \$110$

Note that in an actual case, the calculation is based on the exact number of days and not on the number of months before the end of the term. This amount is in addition to the prepayment indemnity.

30.5 Application of sections 30.1 through 30.4 in any other situation

The prepayment indemnity described in section 30.1 or 30.2 must be paid to the Financial Institution in any other situation where the Indebtedness is being prepaid by a party other than the Member. The same applies to the proportional repayment of cash back and/or the repayment of interest saved, where applicable, as outlined in sections 30.3 and 30.4.

➤ REGULAR VARIABLE RATE

29. INCREASED SCHEDULED PAYMENTS: The Member may, at any time, increase his or her scheduled payments without paying the Financial Institution an indemnity. The Member may later choose to decrease his or her payments to any amount, limited to no less than the amount to which he or she has agreed in this Charge.

30. PREPAYMENT: The Member may, at any time and without paying the Financial Institution an indemnity, prepay the Indebtedness before the end of the term, either in full or in part. In the case of partial prepayments, the Member must continue to make the scheduled payments to which he or she has agreed in this Charge.

➤ REDUCED VARIABLE RATE

29. INCREASED SCHEDULED PAYMENTS: Once each calendar year, the Member may increase his or her scheduled payments without paying the Financial Institution an indemnity. However, the total increase over the term of the Indebtedness shall not be greater than twice the payment amount to which he or she agreed in this Charge. The Member may later choose to decrease his or her payments to any amount, limited to no less than the amount to which he or she has agreed in this Charge.

Example: The scheduled payment amount to which you agreed at the beginning of the term is \$300 per month. Once each calendar year, you may increase that amount up to twice the initial amount, i.e. \$600 during the life of the term. You may later choose to reduce the scheduled payment to any amount, as long as it is no less than the set minimum of \$300, i.e. the amount to which you initially agreed.

30. PREPAYMENT

30.1 Partial Indebtedness prepayments

Each calendar year, the Member may prepay, in one or more payments of at least \$100, a maximum of 15% of the **initial Indebtedness amount** without paying the Financial Institution an indemnity. This privilege cannot be carried forward from year to year. Moreover, the Member may not exercise this privilege on the day that the Indebtedness is repaid in full, unless the balance owing is equal to or lower than the amount that may be prepaid without paying an indemnity.

The Member may also, at any time, prepay any amount in excess of the 15% stated in the previous paragraph, without repaying the Indebtedness in full. In that event, they shall pay the Financial Institution an indemnity equal to three months' interest on the excess prepayment amount, at the Indebtedness' current Rate of interest.

After making a prepayment, the Member must continue to make the scheduled payments to which he or she has agreed in this Charge.

Example of calculation: partial Indebtedness prepayments

The Financial Institution has loaned you \$200,000 and you still owe \$100,000. Each calendar year, you have the option of making one or more prepayments of at least \$100, indemnity-free, up to a maximum of \$30,000 (i.e. 15% of \$200,000).

In the event that you prepay an amount greater than \$30,000 without repaying the Indebtedness in full (e.g. you prepay \$40,000), the indemnity will be calculated on the excess amount (\$10,000, in this example), as follows:

Amount subject to an indemnity:	\$10,000 [A]
Interest Rate on your Indebtedness:	6% or 0.06 [B]
Interest cost for one year: $A \times B = C$, thus:	$\$10,000 \times 0.06 = \600 [C]
Interest cost for three months: $C \div 12$ months \times 3 months, thus:	$\$600 \div 12 \times 3 = \mathbf{\$150}$

Note that in an actual case, the indemnity would be lower because it would be calculated using software that applies financial principles that are favourable to you.

30.2 Full Indebtedness prepayment

The Member may prepay the Indebtedness in full at any time. In that event, he or she shall pay the Financial Institution an indemnity equal to three months' interest calculated on the amount of the prepayment, at the Indebtedness' current Rate of interest.

For purposes of the above calculation, the amount that may be prepaid free of indemnity, according to section 30.1 "Partial Indebtedness prepayments" above, may not be subtracted from the amount of the prepayment.

If the prepayment is made less than three months before the end of the term, the indemnity is calculated on the amount of the prepayment for the remainder of the term, at the Indebtedness' current Rate of interest.

Example of calculation: full Indebtedness prepayment

You currently owe \$100,000 on your Indebtedness and the Interest Rate is 6%. You want to prepay your Indebtedness in full before the end of the term. The indemnity to be paid to the Financial Institution is calculated as follows:

Balance owing:	\$100,000 [A]
Interest Rate on your Indebtedness:	6% or 0.06 [B]
Interest cost for one year: $A \times B = C$, thus:	$\$100,000 \times 0.06 = \$6,000$ [C]
Interest cost for three months: $C \div 12$ months \times 3 months, thus:	$\$6,000 \div 12 \times 3 = \mathbf{\$1,500}$

Note that in an actual case, the indemnity would be lower because it would be calculated using software that applies financial principles that are favourable to you.

30.3 Proportional cash back repayment

If the Member received cash back when the Indebtedness was granted and he or she is required to pay a prepayment indemnity, he or she must also repay a portion of that cash back to the Financial Institution. The amount to be repaid is proportional to the remainder of the term in relation to its length. In the case of a partial prepayment, the amount to be repaid is also calculated in proportion to the prepayment amount that exceeds 15%, as outlined in section 30.1 "Partial Indebtedness prepayments", above; this proportional calculation is made against the balance owing.

This proportional repayment obligation remains in force until the end of the term of the Indebtedness, even if it is not stated in any Loan Documents relating to the Indebtedness that the Member may enter into with the Financial Institution in the meantime.

Example of calculation: proportional cash back repayment

You want to prepay your Indebtedness in full. The amount of cash back to be repaid is calculated as follows:

Amount of cash back received when the Indebtedness was disbursed:	\$1,000 [D]
Term of the Indebtedness:	5 years (60 months) [E]
Remainder of term at time of prepayment:	33 months [F]
Amount of cash back to be repaid: $D \div E \times F$, thus:	$\$1,000 \div 60 \text{ months} \times 33 \text{ months} = \mathbf{\$550}$ [G]

In the case of a **partial** prepayment, the cash back to be repaid is also calculated in proportion to the prepayment amount that exceeds the indemnity-free amount of 15%.

Example:

Amount that exceeds the amount of the indemnity-free amount of 15%:	\$10,000 [H]
Balance owing:	\$100,000 [I]
Proportion for calculation: $H \div I$, thus:	$\$10,000 \div \$100,000 = 10\%$ or 0.10
Amount of cash back to be repaid:	$\$550 [G] \times 0.10 = \55

Note that in an actual case, the calculation is based on the exact number of days, rather than the number of months, before the end of the term.

This amount owing is in addition to the prepayment indemnity.

30.4 Application of sections 30.1 through 30.3 in any other situation

The prepayment indemnity described in section 30.1 or 30.2 must be paid to the Financial Institution in any other situation where the Indebtedness is being prepaid by a party other than the Member. The same applies to the proportional repayment of cash back that must be made according to section 30.3, where applicable.

➤ PROTECTED VARIABLE RATE

29. INCREASED SCHEDULED PAYMENTS: Once each calendar year, the Member may increase his or her scheduled payments without paying the Financial Institution an indemnity. However, the total increase over the term of the Indebtedness shall not be greater than twice the payment amount to which he or she agreed in this Charge. The Member may later choose to decrease his or her payments to any amount, limited to no less than the amount to which he or she has agreed in this Charge.

Example: The scheduled payment amount to which you agreed at the beginning of the term is \$300 per month. Once each calendar year, you may increase that amount up to twice the initial amount, i.e. \$600 during the life of the term. You may later choose to reduce the scheduled payment to any amount, as long as it is no less than the set minimum of \$300, i.e. the amount to which you initially agreed.

30. PREPAYMENT

30.1 Partial Indebtedness prepayments

Each calendar year, the Member may prepay, in one or more payments of at least \$100, a maximum of 15% of the **initial Indebtedness amount** without paying the Financial Institution an indemnity. This privilege cannot be carried forward from year to year. Moreover, the Member may not exercise this privilege on the day that the Indebtedness is repaid in full, unless the balance owing is equal to or lower than the amount that may be prepaid without paying an indemnity.

The Member may also, at any time, prepay any amount in excess of the 15% stated in the previous paragraph, without repaying the Indebtedness in full. In that event, he or she shall pay the Financial Institution an indemnity equal to three months' interest on the excess prepayment amount, at the Indebtedness' current Rate of interest.

After making a prepayment, the Member must continue to make the scheduled payments to which he or she has agreed in this Charge.

Example of calculation: partial Indebtedness prepayments

The Financial Institution has loaned you \$200,000 and you still owe \$100,000. Each calendar year, you have the option of making one or more prepayments of at least \$100, indemnity-free, up to a maximum of \$30,000 (i.e. 15% of \$200,000).

In the event that you prepay an amount greater than \$30,000 without repaying the Indebtedness in full (e.g. you prepay \$40,000), the indemnity will be calculated on the excess amount (\$10,000, in this example), as follows:

Amount subject to an indemnity:	\$10,000 [A]
Interest Rate on your Indebtedness:	6% or 0.06 [B]
Interest cost for one year: $A \times B = C$, thus:	$\$10,000 \times 0.06 = \$600 [C]$
Interest cost for three months: $C \div 12 \text{ months} \times 3 \text{ months}$, thus:	$\$600 \div 12 \times 3 = \150

Note that in an actual case, the indemnity would be lower because it would be calculated using software that applies financial principles that are favourable to you.

30.2 Full Indebtedness prepayment

The Member may prepay the Indebtedness in full at any time. In that event, he or she shall pay the Financial Institution an indemnity equal to three months' interest calculated on the amount of the prepayment, at the Indebtedness' current Rate of interest.

For purposes of the above calculation, the amount that may be prepaid free of indemnity, according to section 30.1 "Partial Indebtedness prepayments" above, may not be subtracted from the amount of the prepayment.

30.3 Proportional cash back repayment

If the Member received cash back when the Indebtedness was granted and he or she is required to pay a prepayment indemnity, he or she must also repay a portion of that cash back to the Financial Institution. The amount to be repaid is proportional to the remainder of the term in relation to its length. In the case of a partial prepayment, the amount to be repaid is also calculated in proportion to the prepayment amount that exceeds 15%, as outlined in section 30.1 "Partial Indebtedness prepayments", above; this proportional calculation is made against the balance owing.

This proportional repayment obligation remains in force until the end of the term of the Indebtedness, even if it is not stated in any Loan Documents relating to the Indebtedness that the Member may enter into with the Financial Institution in the meantime.

Example of calculation: proportional cash back repayment

You want to prepay your Indebtedness in full. The amount of cash back to be repaid is calculated as follows:

Amount of cash back received when the Indebtedness was disbursed:	\$1,000 [D]
Term of the Indebtedness:	5 years (60 months) [E]
Remainder of term at time of prepayment:	33 months [F]
Amount of cash back to be repaid: $D \div E \times F$, thus:	$\$1,000 \div 60 \text{ months} \times 33 \text{ months} = \$550 [G]$

In the case of a **partial** prepayment, the cash back to be repaid is also calculated in proportion to the prepayment amount that exceeds the indemnity-free amount of 15%.

Example:

Amount that exceeds the amount of the indemnity-free amount of 15%:	\$10,000 [H]
Balance owing:	\$100,000 [I]
Proportion for calculation: $H \div I$, thus:	$\$10,000 \div \$100,000 = 10\%$ or 0.10
Amount of cash back to be repaid:	$\$550 [G] \times 0.10 = \55

Note that in an actual case, the calculation is based on the exact number of days, rather than the number of months, before the end of the term.

This amount owing is in addition to the prepayment indemnity.

30.4 Application of sections 30.1 through 30.3 in any other situation

The prepayment indemnity described in section 30.1 or 30.2 must be paid to the Financial Institution in any other situation where the Indebtedness is being prepaid by a party other than the Member. The same applies to the proportional repayment of cash back that must be made according to section 30.3, where applicable.

31. INTEREST CAPITALIZATION

The following terms and conditions apply solely to variable rate Charges.

(1) Interest Capitalization

Subject to the capitalization limit herein, in the event of a variation in the applicable Interest Rate, if the amount of a regular payment is lower than the interest accrued on the date of the said payment, such unpaid interest shall be capitalized and will thus bear interest at the Charge's current Interest Rate from that date.

(2) Capitalization Limit

When the total of the Charge's outstanding Principal, plus any and all accrued interest and any other amount due by the Member to the Financial Institution pursuant to this Charge exceeds the Charge's original Principal Amount, the Member shall, at the Financial Institution's request:

- (a) immediately pay to the Financial Institution the aforementioned amount in excess of the original Principal Amount; and
- (b) agree to new payment terms and conditions.

32. PORTABILITY

- (a) If the property consists of a residential property and the Member is not in default, the Financial Institution, subject to the conditions which follow, may allow the Member to transfer to a new owner-occupied residential property with four (4) units or less (the "New Dwelling") a Charge (the "New Charge") made upon the same terms and conditions as this Charge, including the Interest Rate charged upon the balance of the Principal Amount secured.
- (b) To avail itself of this privilege, the Member shall submit to the Financial Institution a loan application in respect of the new Charge and shall comply with all requirements and policies of the Financial Institution concerning new loans in effect at such time. If the new Charge satisfies the Financial Institution's lending requirements and policies and if the application for the new Charge is approved, which approval may be unreasonably withheld, a discharge will be provided in respect of the single-family residence originally charged following registration, at the expense of the Member, of the New Charge against the New Dwelling. The Member will, under these circumstances, be exonerated from payment of the indemnity which would otherwise be payable as a result of the prepayment of the Charge except to the extent that the New Charge secures a lesser amount than the Principal Amount outstanding under this Charge. The Member will pay all costs and expenses of and incidental to the approval, preparation, execution and registration of the new Charge and discharge.
- (c) The Member may request that the Principal Amount outstanding under the Charge at the time of the transfer (the "Initial Principal") be increased and if the Financial Institution approves the increase, which approval may be unreasonably withheld, the additional amount shall bear interest at the Interest Rate in effect at the time it is advanced. The Financial Institution may request that a single Interest Rate be stipulated in the new Charge representing the weighted average of the rates applicable to the Initial Principal and the additional amount. A similar blend will also occur where the due date for the new Charge exceeds or precedes the due date of the Initial Principal.

COMMERCIAL PROPERTIES

Paragraph 33 applies to every property that is not an owner-occupied residential property with four (4) units or less.

33. PREPAYMENT PRIVILEGES

Subject to the terms and conditions of an offer to finance or other loan contract, all commercial loans or fractions of split loans may be prepaid, in consideration of the payment of the indemnity calculated as stipulated below. For a fraction of a split loan, the word "loan" in the following clauses has been replaced with the word "fraction", and the clauses must be read making the consequent adaptations (collectively "Loan").

(1) Fixed Rate Loan

The Member may at any time repay the Loan in advance, in whole or in part, on payment to the Financial Institution of an indemnity equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the Interest Rate then applicable on the Loan;
- An amount equal to the interest calculated on the amount prepaid, until the Loan expiry date, at an interest rate corresponding to the difference between: (i) the Interest Rate then applicable to the Loan, and (ii) the rate of return of fixed-term Government of Canada bonds (or US government bonds, for a term Loan in US dollars) with a term of one year if, at the time of the payment, less than 24 months remain until the Loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's internet site, if one is available.

However, if the payment is made less than three months prior to expiration of the Loan term, the indemnity shall not exceed the interest at the Rate then applicable to the Loan, calculated on the prepaid amount from the payment date until the Loan expiry date.

(2) Variable Rate Loan

The Member may at any time reimburse the Loan before maturity, in whole or in part, provided that the Member pays to the Financial Institution an indemnity equal to three months' interest on the amount prepaid, at the Interest Rate then applicable to the Loan. However, if the payment is made less than three months before the Loan term expires, the indemnity shall not exceed the interest at the Rate then applicable on the Loan, calculated on the amount prepaid from the date of prepayment to Loan term expiry date.

(3) Periodically Revisable Rate Loan

The Member may at any time prepay the Loan, in whole or in part, provided that the Member pays to the Financial Institution an indemnity equal to six months' interest on the amount prepaid, at the interest Rate then applicable to the Loan. However, if the payment is made less than three months before the Loan term expires, the indemnity shall not exceed the interest at the Rate then applicable on the Loan, calculated on the amount prepaid from the date of prepayment to the Loan term expiry date.

34. MULTIPROJECT OPTION

Notwithstanding the partial repayment of the Indebtedness secured by this Charge, or of any amount lent pursuant to this paragraph, by accepting this Charge, the Member may request a fresh advance of the amounts which it has reimbursed, as if the amounts had never been borrowed, providing always that the Indebtedness does not exceed the Principal Amount. The Member's request for such advance must be in writing and must specify the loan's purposes. The Financial Institution may, in its sole discretion, accept or deny the request without prejudice to its rights under this Charge. If the Financial Institution accedes to the Member's request, it may require that the Member pay all administrative fees incurred by the Financial Institution. Upon acceptance of the Member's request and payment of the administrative fees by the Member, the Charge shall secure the repayment in favour of the Financial Institution of all Indebtedness and the provisions of this Charge and the most recent renewal agreement will continue to apply.

The Financial Institution agrees that the Member may request an extension or delay, which request must be made in writing. The Financial Institution may, in its sole discretion, accept or deny such request without prejudice to its rights under this Charge. No act of the Financial Institution, such as an extension or a delay granted as herein provided, shall affect the rights of the Financial Institution as against the Member with respect to the payment of the Principal Amount secured under this Charge.

With respect to all amounts advanced in accordance with this paragraph, all references made to the Indebtedness or the Charge shall also include a reference to the amounts subsequently advanced. The entire advance must be made within the time limits determined by the Financial Institution, in its sole discretion, failing which the Financial Institution may, in its sole discretion, refuse to make any further advance. The Financial Institution shall maintain all its remedies, rights and powers available at law and under this Charge.

The Member may waive at any time its right to request further advances from the Financial Institution in accordance with this paragraph by giving written notice to this effect to the Financial Institution. This waiver shall neither affect nor prejudice the remedies, rights and powers of the Financial Institution available at law and under this Charge for sums already advanced.

35. DISCHARGES

Subject to the provisions of this Charge, after receipt in full of the Indebtedness due under this Charge or upon forgiveness in full by the Financial Institution, the Financial Institution shall prepare and execute a discharge of this Charge and shall have a reasonable amount of time to do so. An administrative fee and legal and other expenses incurred for the preparation of such discharge shall be borne and paid by the Member prior to its entitlement to receive an executed discharge of the Charge.

36. ASSIGNMENT OF RENTS

For due consideration and as security for the repayment of all amounts payable by the Member to the Financial Institution under this Charge and the performance and observance of all of the Obligations contained in this Charge, the Member assigns, transfers and conveys to the Financial Institution all rents payable under all leases of the charged Lands or any part thereof together with the benefit of all covenants, agreements and provisos contained in the leases in favour of the Member including the benefit of all guarantees and indemnities, and grants to and charges the Financial Institution the reversion to all such leases. The Member Promises that they will, after making a lease of the charged Lands or any part thereof, immediately execute and deliver to the Financial Institution an assignment in the Financial Institution's usual form of all rents payable under the lease, and will execute and deliver to the Financial Institution all notices and other documents as may be required by the Financial Institution to make such assignment effectual in law. Provided that no lease of the charged Lands or any part thereof made by the Member without the consent in writing of the Financial Institution, which consent may be unreasonably withheld, shall have priority over this Charge or any renewal or extension. Provided further that the Financial Institution shall not be responsible for the collection of rents payable under any lease of the charged Lands or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease and the Financial Institution shall not by virtue of this section be deemed a chargee in possession of the charged Lands. The Financial Institution gives to the Member, provided the Member is not in default under the Charge, the right to collect rents until default under this Charge and the Financial Institution shall be liable to account to the Member for only such rents as are collected less reasonable collection charges.

37. BANKRUPTCY OF MEMBER

In the event the Member makes an assignment for the benefit of creditors or is the subject of an execution or distress or is bankrupt or insolvent, subject to the provisions of the *Bankruptcy and Insolvency Act*, the Charge shall be deemed to be in default and the Financial Institution may exercise all of its remedies, rights and powers available at law and under this Charge, including the power of sale herein contained.

38. RECEIVERSHIP OF MEMBER

Notwithstanding anything in this Charge, upon default of any of these provisions, the Financial Institution may, with or without entry into possession of the Lands, by instrument in writing appoint any person, whether an officer or an employee of the Financial Institution or not, to be a receiver of the Lands, and of the rents and profits with or without security, and may by similar writing remove any receiver and appoint another in its place and in making any such appointment or removal, the Financial Institution shall be deemed to be acting as the agent or attorney for the Member, but no such appointment shall be revocable by the Member. Upon the appointment of any such receiver the following provisions shall apply:

- (a) Every such receiver shall have unlimited access to the Lands as agent and attorney for the Member (which right of access shall not be revocable by the Member) and shall have full power and unlimited authority to:
 - (i) collect the rents and profits from tenancies or operation of the Lands whether created before or after the Charge;
 - (ii) rent or operate any portion of the Lands which may become vacant on such terms and conditions as the receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;
 - (iii) complete the construction of any building or other erections or improvements on the Lands left by the Member in an unfinished state or award the same to others to complete and purchase, repair and/or maintain any personal property including, without limitation, appliances and equipment necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Member's materials, supplies, plans, tools, appliances, equipment and property of every kind and description;
 - (iv) manage, operate, repair, alter or extend the Lands or any part thereof.

The Member undertakes to ratify and confirm whatever any such receiver or agent may do.

- (b) The Financial Institution may in its sole discretion vest the receiver with all or any of the rights and powers of the Financial Institution.
- (c) The Financial Institution may fix the reasonable remuneration of the receiver who shall be entitled to deduct same out of the revenue or the sale proceeds of the Lands.
- (d) Every such receiver shall be deemed the agent or attorney of the Member and not, in any event, the agent of the Financial Institution. The Financial Institution shall not be responsible for the receiver's acts or omissions.
- (e) The appointment of any such receiver by the Financial Institution shall not result in or create any liability or obligation on the part of the Financial Institution to the receiver or to the Member or to any other person, and no appointment or removal of a receiver and no actions of a receiver shall constitute the Financial Institution a chargee in possession of the Lands.
- (f) No such receiver shall be liable to the Member to account for monies other than monies actually received by him in respect of the Lands, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:
 - (i) the receiver's remuneration as aforesaid;
 - (ii) all costs and expenses of every nature and kind incurred by the receiver in connection with the exercise of his or her remedies, rights and powers available at law and authority hereby conferred;
 - (iii) interest, Principal and other money which may be or become Charged upon the Lands in priority to the Charge, including taxes;
 - (iv) to the Financial Institution all interest, Principal and other amounts due under the Charge to be paid in such order as the Financial Institution in its sole discretion shall determine;

Thereafter, every such receiver shall be accountable to the Member for any surplus.

The remuneration and expenses of the receiver shall be paid by the Member on demand and shall be a charge on the Lands and shall bear interest from the date of demand at the same Rate as applies to the Principal Amount secured by this Charge.

- (g) Save as to claims for accounting under sub-paragraph (f) of this paragraph, the Member hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which arise or be caused to the Member or any person claiming through or under him or her by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.
- (h) The Financial Institution may, at any time, terminate any such receivership by notice in writing to the Member and to any such receiver.
- (i) The statutory declaration of an officer of the Financial Institution as to default under the provisions of the Charge and as to the due appointment of the receiver pursuant to the terms of this Charge shall be sufficient proof, as regards to such default and appointment.
- (j) The rights and powers conferred in respect of the receiver are supplemental to and not in substitution of any other remedies, rights and powers available at law which the Financial Institution may have.

39. ENVIRONMENT

(a) Definitions

The following definitions apply to this paragraph:

Abutting Property: means any property which abuts or is contiguous to the Project;

Adverse Effect: means one or more of the following:

- (i) impairment of the quality of the natural environment for any use that can be made of it;
- (ii) injury or damage to property, plant or animal life;
- (iii) arm or material discomfort to any person;
- (iv) alteration to the health of any person, animal or vegetation;
- (v) impairment of the safety of any person;
- (vi) rendering any property, plant or animal life unfit for human use;
- (vii) loss of enjoyment of normal use of property;
- (viii) interference with the normal conduct of business.

Contaminant: means any solid, liquid, gas, sound, heat, odour, vibration, radiation, pollutant or combination of any of them resulting directly or indirectly from human activities that may cause an Adverse Effect;

Discharge: includes addition, deposit, loss, emission, spill or leaking; when used as a verb, it includes to add, deposit, lose, emit, spill or leak;

Document: includes a sound recording, video tape, film, photograph, chart, graph, map, plan, survey, study, audit, book of accounts and information recorded or stored by means of any device and includes statements of account, bank statements, letters, notices, files and any other writing or thing relating to the Project, the activities of the Member, the property upon which the Member exercises its activities or relating to any other discussion or matter of the Member or any activity exercised by the Member which may have an environmental effect;

Environmental Laws: includes all international, federal, provincial, and municipal legislation, all regulations, treaties, by-laws, codes and agreements presently in force or which may come into force in the future which have as object the protection of the environment or which relate to or govern Hazardous Products, the transportation of Hazardous Products, the sources of contamination, toxic Discharges, toxic waste, Contaminants and pollutants and, without limiting the generality of the foregoing, includes the *Environmental Protection Act of Ontario* and the *Canadian Environmental Protection Act, 1999*;

Hazardous Product: means collectively any Contaminant, toxic substance or any other substance which, if it was Discharged in the environment, could cause, immediately or in the future, an Adverse Effect;

Project: includes the Lands including all surface land of the Project (which is not contained in a building), immersed land, any body of water or watercourse running over the Lands, sub-soil or any combination or part thereof and any activity exercised on the Lands;

Source of Contamination: means anything that Discharges any Contaminant into the natural environment;

Surrounding Property: means all property which may suffer an Adverse Effect from the Source of Contamination.

In the event the definitions set forth in this paragraph are given a broader meaning than the one used herein pursuant to any amendment to any applicable law, the definitions found in this paragraph shall include such broader meaning.

(b) Promises

The Member promises the Financial Institution and warrants the following:

- (i) The Member shall not cause or permit to be caused the Discharge of Hazardous Products or Contaminants upon the Project or from the Project upon any Abutting Property or Surrounding Property or in a body of water or watercourse located on the Project or on any Abutting Property or Surrounding Property.
- (ii) The Member shall at all times comply with Environmental Laws and shall take all measures in order to ensure that any person that has been given permission to use, occupy, manage or operate the Project, complies with Environmental Laws.
- (iii) The Member hereby grants to the Financial Institution the absolute right to conduct, at the Member's expense, tests, inspections, studies, verifications or environmental audits, including the right to conduct soil tests or water tests or air tests or any other thing and take samples of the Project.
- (iv) The Member hereby gives unlimited access to the Financial Institution to all of the Member's Documents relating to the Project and this right shall include the right to make copies of such Documents and maintain control thereof.
- (v) The Member shall not exercise and shall not permit any person to exercise any activity which could lead to the imposition of a penalty, directive, fine, order, injunction, action, judgment or liability under the Environmental Laws or which could have the effect of creating any lien upon the Project.
- (vi) The Member shall comply with all requirements of the Environmental Laws and, without limiting the generality of the foregoing, shall obtain all required permits, licenses and other authorizations relating to the Project.
- (vii) The Member promises to immediately advise the Financial Institution of any Discharge of a Hazardous Product or Contaminant upon the Project or from the Project and promises to immediately provide the Financial Institution with copies of any order, by-law, notice, permit, application, judgment, penalty, procedure, communication or Document relating to the Discharge or to any other environmental matter which may have an effect on the Project.
- (viii) The Member promises and undertakes to promptly remove, at its cost, all Hazardous Products or Contaminants upon the Project, Abutting Property, Surrounding Property and body of water or watercourse affected;
- (ix) The Member shall not install or permit to be installed upon the Project any urea formaldehyde foam insulation, asbestos, or any other Hazardous Product.
- (x) The Member shall immediately advise the Financial Institution of any possible violation, anticipated or effective, of the Environmental Laws and any inquiry completed, being completed or anticipated.
- (xi) Upon request of the Financial Institution, the Member shall, at its expense, provide to the Financial Institution copies of all environmental audits of the Project or verifications including copies of updates of such audits or verifications.
- (xii) Upon receipt of any documentation relating to the Project which raises an environmental issue, the Member undertakes to immediately provide a copy thereof to the Financial Institution.

(c) Indemnity

The Member undertakes to indemnify and save harmless the Financial Institution and its agents, officers, directors, employees, receivers and receiver-managers, with respect to all losses, liabilities, claims, damages, costs, expenses, legal fees, disbursements and any other prejudice it may suffer:

- (i) Pursuant to the Environmental Laws, including any lien;
- (ii) By reason of the Discharge of Hazardous Products or Contaminants into the environment and, without limiting the generality of the foregoing, including all costs necessary to defend and/or sustain a cross-claim, a counterclaim or a third party claim and for all costs, liabilities and damages resulting from a settlement made by the Financial Institution; and
- (iii) By reason of the obligation to comply with the requirements of an order, by-law, injunction, judgment, regulation or other similar obligation issued because of the deposit, storage, destruction, burying, injection, spill, Discharge, placement or installation upon the Project, the Abutting Property or Surrounding Property of Hazardous Products or Contaminants, notwithstanding the degree of involvement or knowledge of the Member and, for the application of this paragraph, it is inconsequential that the events giving rise to this obligation took place prior to or after the date of this Charge.

The Obligations and Promises of this paragraph shall survive the foreclosure, extinction or other release or discharge of the Charge. Any amount for which the Member shall be accountable to the Financial Institution pursuant to this paragraph and which the Financial Institution shall itself have to pay shall, subject to the within indemnity, be added to the debt and shall bear interest at the Rate provided in the Charge.

(d) Right of access and other rights of the Financial Institution

In the event of a Discharge of a Hazardous Product or Contaminant, whether or not the source of the contamination is the Project, or in the event the Member is in default of its obligations under the Environmental Laws, the Financial Institution may, in its sole discretion and without any obligation whatsoever, give any notice and conduct any work which the Financial Institution deems necessary and reasonable for the Project and take any other measure to remedy the spill, Discharge or emission or to remedy the Member's default.

Each of the Financial Institution, Loan Insurer, Program Administrator, or any of its authorized representatives or agents may, at all times, in its sole discretion and without any obligation whatsoever, whether or not there is default, enter upon the Project to inspect it or conduct tests, studies, verifications, audits or other environmental measures deemed necessary.

It is understood that any exercise by the Financial Institution of its right to enter, conduct work, require information and be advised of environmental measures in no way constitutes and shall not be deemed to constitute the entering into possession of the Project by the Financial Institution and nothing in the foregoing and in these Standard Charge Terms shall be interpreted to find or deem the Financial Institution to be having the control, responsibility, management or occupation of the Project.

The Member Promises that any failure to comply or fulfil the obligations contained in this paragraph shall constitute a default under the Charge and the Financial Institution shall be entitled, in its sole discretion and without any obligation whatsoever, to exercise all its remedies, rights and powers available at law and under this Charge, including the power of sale herein contained.

40. SPOUSE'S CONSENT

The spouse of the Member consents to the transaction evidenced by the Charge and releases all interest in the charged Lands to the extent necessary to give effect to the rights of the Financial Institution hereunder, and agrees that the Financial Institution may, without further notice, deal with the Member regarding the Lands and the Indebtedness created by the Charge as the Financial Institution may see fit. The Financial Institution may, in its sole and unfettered discretion, require the spouse of the Member to obtain independent legal advice prior to advancing money under the Charge.

41. NOTIFICATION OF CHANGES

The Member agrees to advise and to provide evidence to the Financial Institution immediately after any change or happening affecting any of the following:

- (a) the spousal status of the Member;
- (b) the qualification of the Lands as a matrimonial home within the meaning of the *Family Law Act*; or
- (c) the ownership of the Lands,

in order that the Financial Institution be kept fully informed of the names and addresses of the owners of the Lands and of any person who has a right of possession in the Lands by virtue of the *Family Law Act*.

42. CORPORATIONS

The Member and the Financial Institution Promise and agree that the following events shall constitute a default under this Charge, where the Member is a corporation and same:

- (a) ceases to operate all or part of its business activities, is dissolved, wound up or distributed, makes an assignment for the benefit of creditors, goes into receivership, is bankrupt or the subject of an execution or distress;
- (b) is in default pursuant to any other loan obligations;
- (c) changes the effective control of the corporation; or
- (d) reorganizes, amalgamates or transfers the Lands to a non-arms-length party, without the prior written consent of the Financial Institution, which consent may be unreasonably withheld.

43. BUSINESS ADMINISTRATION

The Member shall administer and operate its business on the Lands in a diligent and prudent manner and provide the Financial Institution with any information it may reasonably request in that respect, including all documents relating to the administration or operation of the business and evidencing the performance of its Obligations under this Charge. The Member agrees that it shall not sell, lease, transfer, amalgamate, discontinue, interrupt or cease all or part of its operations for any period of time, or wind up its business without the prior written consent of the Financial Institution, which consent may be unreasonably withheld, failing which the Financial Institution may, in its sole and absolute discretion, demand immediate payment of the Indebtedness and may exercise all of its remedies, rights and powers available at law and under this Charge, including the power of sale contained herein.

44. ADVERSE CHANGE

The Member Promises and agrees to inform the Financial Institution immediately of any circumstances, events, actions, claims or changes which have or may have an adverse effect on the Member's financial situation or the Lands.

Where there has been such an adverse effect, as determined by the Financial Institution, in its sole and absolute discretion, in:

- (i) the financial situation of the Member or any Guarantor;
- (ii) the Member's or any Guarantor's representations and warranties made in connection with the Charge; or
- (iii) the Lands,

then, the Financial Institution may, at its option, demand immediate payment of the Indebtedness under the Charge and may exercise all its remedies, rights and powers available at law and under this Charge, including the power of sale contained herein.

45. FINANCIAL STATEMENTS AND INFORMATION

If any part of the Lands is or becomes income-producing or is used for agricultural, commercial or industrial purposes, the following provisions shall apply:

- (a) The Member agrees to deliver to the Financial Institution annually, within ninety (90) days of each fiscal year-end of the Member:
 - (i) the financial statements of the Member and any Guarantor;
 - (ii) an operating statement including a detailed statement of income and expenses and supporting documentation in respect of the Lands; and
 - (iii) a current rent roll for the Lands indicating the tenants, area occupied, annual rental, term of tenancy agreements, renewal options and monthly sales information from all reporting tenants,in each case prepared in accordance with generally accepted accounting principles, consistently applied, and in form and content approved by the Financial Institution.
- (b) The Member agrees to deliver to the Financial Institution, within thirty (30) days of a written request from the Financial Institution, the following:
 - (i) a rent roll for the Lands dated as of the last day of the preceding calendar quarter identifying all of the leases of the Lands by the term, renewal options, space occupied, rental and other charges required to be paid, security deposit paid, taxes paid by tenants, common area charges paid by tenants, tenant pass throughs, any rental concessions or special provisions or inducements, rent arrears, rent escalations, amounts taken in settlement of outstanding arrears, collections of rent for more than one month in advance, continuous operation obligations, cancellations or "go dark" provisions and non-competition provisions;
 - (ii) monthly and year-to-date operating statements, each of which shall include an itemization of actual capital expenditures during applicable periods;
 - (iii) a property balance sheet for each such month;
 - (iv) such further financial information as required by the Financial Institution,in each case prepared in accordance with generally accepted accounting principles, consistently applied, and in form and content approved by the Financial Institution.
- (c) The Member promises and agrees with the Financial Institution to maintain at all times proper records and books of account with respect to the Lands and the business of the Member.
- (d) The Financial Institution may, either by its officers or authorized agents at any time during normal business hours, inspect and examine the records and books of account of the Member relating to the Lands and the business of the Member pertaining thereto and make copies or extracts from them and generally conduct such examination of the records and books of account and other records of the Member as the Financial Institution may deem necessary and the Member will, immediately upon the request of the Financial Institution, advise where the records and books of account are maintained and will render such assistance in connection with such examination as the Financial Institution deems necessary, including providing the Financial Institution with any receipts or other supporting documentation it may require.

46. PAYMENT AUTHORIZATION AND FAILED WITHDRAWAL ATTEMPTS

The Member hereby expressly authorizes the Financial Institution to withdraw the loan payments directly from the Member's personal chequing account (the "PCA").

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Member pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw said payment. The Member may at any time inquire at the Financial Institution to ascertain the applicable fees.

47. LEASED LANDS

If the Lands are leased, the Member promises and confirms with the Financial Institution that:

- (a) The Member owns the leasehold interest in the Lands.
- (b) The Member has the right to charge the lease and sublet the Land to the Financial Institution; if required under the lease, the Member has obtained the landlord's consent to the Charge.
- (c) Neither the Member nor any other person has charged or otherwise encumbered the lease or its rights under the lease.
- (d) The lease is a valid, existing lease and has not been amended except as has been advised to the Financial Institution in writing; and the Member has paid and performed its obligations under the lease up to the date it signed the Charge and there is no default under the lease.
- (e) The Member shall not amend, surrender or terminate the lease without the Financial Institution's prior approval. The Member shall pay the rent under the lease and perform its obligations under the lease as long as the Indebtedness is outstanding. The Member shall provide the Financial Institution with any notice of default under the lease that it receives. The Member shall indemnify the Financial Institution from all actions, claims and demands relating to defaults under the lease.
- (f) The Member shall assign the last day of the term of the lease, or any renewal terms, which it holds in trust for the Financial Institution, as it may direct.
- (g) The Member charges the leased Lands to the Financial Institution as security only and not as a complete assignment of its interest. The Member subleases the leased Land to the Financial Institution to the extent required by law for the Charge to be effective for the remainder of the term of the lease, except for the last day of the term of the lease (including the last day of any renewal). The Member holds all other rights under the lease in trust for the Financial Institution, including the last day of the term, and any right of renewal or right to purchase.
- (h) The Member hereby irrevocably appoints the Financial Institution as its agent. If there is default under the Charge, the Financial Institution may, as the Member's agent, assign the lease and the last day of the term of the lease as the Financial Institution may determine in its sole and absolute discretion. If the Financial Institution sells the leased Land pursuant to its enforcement rights stipulated herein, the Financial Institution may assign the Member's interest in the lease to a purchaser. The Financial Institution may at any time remove the Member or any other person from being a trustee of the lease under the trust set out in subsection (g) and appoint a new trustee in the Member's place.
- (i) At the Financial Institution's request but at the Member's cost, the Member shall assign to the Financial Institution the last day of the term of the lease or any renewal or substituted term. If the Financial Institution sells the leased Lands under the power of sale the Member shall hold the leased Lands and the last day of the term in trust for any purchaser.
- (j) If the Member neglects or refuses to renew the lease then the Financial Institution may renew the lease in its own name so that the lease will continue to be security for the Charge.
- (k) If the Member has not performed its obligations for fifteen (15) days, then the Financial Institution may, on at least thirty-five (35) days written notice to the Member as required by the *Mortgages Act*, assign the lease. Any assignment may be on the terms set out in these Standard Charge Terms.
- (l) No sale or other dealing by the Member with the lease or the leased Lands and no extension of time given by the Financial Institution to the Member, or anyone claiming under the Member, or any dealing with the Financial Institution with the landlord or the lease, shall in any way affect or prejudice the Financial Institution's rights against the Member or any other person liable to repay the Indebtedness.
- (m) If the Member acquires additional interest in the leased Lands, then by the Charge the Member charges that additional interest to the Financial Institution without the Member or the Financial Institution having to do anything further.

48. CONFLICT

With the exception of Section 10 in which case the terms of paragraph 10(e) apply: (a) if there is any conflict between the terms of the Charge and the terms of any offer to finance, the offer to finance shall prevail; (b) if there is any conflict between the terms of the Charge and the terms of any credit agreement, the credit agreement shall prevail; (c) if there is any conflict between the terms of the Charge and the terms of any renewal agreement, the renewal agreement shall prevail; and (d) if there is any conflict between any schedule attached to the Charge and these Standard Charge Terms, the schedule attached to the Charge shall prevail.

49. CONSENTS AND DISCLOSURE

- (a) The Financial Institution, at its option exercisable in its sole discretion, may sell, transfer, assign, encumber, create a trust in respect of, securitize, in any transaction, insure, or otherwise deal with all or any part of the Obligations, including any loan and the related Indebtedness and any Loan Document(s), or any interest therein, without restriction and notice to the Member, any Debtor or any Guarantor, or any other person, and each of the Member, any Debtor and any Guarantor hereby acknowledges and agrees that they have consented to such dealings and that no further notices are required.
- (b) If the Financial Institution does so, the Member agrees that the Charge shall continue to secure all Obligations, including each loan and all Indebtedness, or any interest therein, that have been so sold, transferred, assigned, encumbered, made subject to a trust, securitized, or otherwise dealt with, and all Obligations, including each loan and all Indebtedness, which arise after any such sale, transfer, assignment, encumbrance, trust, securitization, or other dealing, and this action shall not have any impact on the interest rate or other terms of the loans pursuant to any Loan Document(s). Once sold, transferred, assigned, encumbered, made subject to a trust, securitized, or otherwise dealt with, such Obligations, including each loan and all Indebtedness, or any interest therein may be repurchased, reacquired, or redeemed by the Financial Institution at any time, whether or not an event of default thereunder has occurred.
- (c) The Financial Institution may from time to time, in connection with the sale, assignment, syndication or securitization of a loan, or otherwise, appoint or designate a custodian or agent for a loan, which custodian or agent may be the registered mortgagee. The Member and the Debtor or the Guarantor, if any, acknowledges that such custodian or agent will have no liability whatsoever to the Member or Debtor(s) or Guarantor(s), if any, in connection with a loan.
- (d) The Financial Institution shall have the unrestricted right from time to time to appoint a third party to service or administer any loan, and to deal with the Member and Debtor(s) and Guarantor(s), if any, in place of the Financial Institution, provided that until the Financial Institution gives notice of such appointment to the Member, the Member and Debtor(s) and Guarantor(s), if any, shall continue to deal with the Financial Institutions in matters pertaining to the servicing or administration of the loan.
- (e) In connection with the processing, approving, funding, servicing, and administering, or any insurance, sale, securitization, or financing of all or any part of the Obligations, including any loan under the related Loan Document(s), or any interest therein, any of the Financial Institution, a Loan Insurer, the Program Administrator, any other person having or proposing to acquire any interest in all or any part of the Obligations, including any loan under the related Loan Document(s), from time to time (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, credit rating agencies and servicers), or any other person in connection with any collection or enforcement proceedings taken under or in respect of all or any part of the Obligations, including any loan or the related Loan Document(s) ("**Information Access Persons**"), may, as it may determine in its sole discretion in accordance with Privacy Laws, collect, use and store information and materials (including Confidential Personal Information) provided by the Member and/or any Debtor and/or any Guarantor to, or obtained by or on behalf of, the relevant Information Access Person, relating to the Obligations, including any loan under the related Loan Document(s), the Member or Debtor or Guarantor, or the Property (both before and after any new loan, any re-financing of a loan, any re-advances and any further advances on any loan, and/or any default) without further notice to the Member or any Debtor or any Guarantor, and any such Information Access Person may, as it may determine in its sole discretion in accordance with Privacy Laws, from time to time transfer, assign, release, disclose, exchange or share such information and materials (including Confidential Personal Information) to or with:

- (i) any other Information Access Persons; and
- (ii) any governmental authority having jurisdiction over it or any of its activities,

and the Member and each Debtor and each Guarantor (if any) hereby irrevocably consents to the collection, use, storage, release, disclosure, exchange, sharing, transfer, and assignment of all such information and materials (including Confidential Personal Information) in accordance with Privacy Laws.

- (f) The Member, any Debtor and any Guarantor consents to Information Access Persons obtaining information about the Member, any Debtor and any Guarantor from credit reporting agencies and other lenders to evaluate the Member, any Debtor and any Guarantor and the Charge.

50. NATIONAL HOUSING ACT

All Canada Mortgage and Housing Corporation insured Charges are made according to the *National Housing Act*.

51. COMPLIANCE WITH LAWS

The Member promises and agrees to promptly observe, perform, execute and comply with all laws, rules, requirements, orders, directives, ordinances, and regulations of every governmental authority and agency concerning the Lands and will, at their own expense, make any and all improvements or alterations, structural or otherwise, which may be required at any time by any such present or future law, rule, requirement, order, directive, ordinance or regulation. Each of the Financial Institution, Loan Insurer, Program Administrator, or any of its authorized representatives or agents, whenever it deems necessary, may by its land surveyor or agent enter upon and inspect the Lands and make such improvements and alterations as the Financial Institution deems necessary to render the Lands in compliance with such laws, rules, requirements, orders, directives, ordinances or regulations and the reasonable cost of such inspection, improvements and alterations, with interest at the Rate set forth in the Charge, shall be payable immediately and be a Charge upon the Lands.

52. NOTICE

Unless otherwise provided at law or in the Charge, any notice required or contemplated pursuant to this Charge, including all demands for payment, shall be made in writing and:

- (a) if given to the Member, may be sent by registered mail or courier service to the last known address for the Member as shown in the Financial Institution's files or delivered personally to the Member at that address;
- (b) if given to the Financial Institution, may be sent by registered mail or courier service to the office of the Financial Institution where the payments under this Charge are required to be made or delivered personally at that address;

and such notices shall be deemed to have been given and received on the date on which they were delivered personally or, if sent by registered mail or courier service, the third working day following the date on which they were mailed or given to the courier service, whether or not they are received.

53. SEVERABILITY OF INVALID PROVISIONS

It is agreed that in the event that any provision of these Standard Charge Terms is illegal, invalid, inapplicable or inconsistent with the provisions of any applicable statute or would by reason of the provisions of any such statute render the Financial Institution unable to collect the amount of any loss sustained by it as a result of making this Charge which it would otherwise be able to collect under such statute, then such provision shall not apply and shall be construed so as not to apply to the extent that it is deemed illegal, invalid, inapplicable, or inconsistent and this Charge shall remain executory notwithstanding such provision.

54. EQUIVALENT INTEREST RATES

The following information is provided in the event the interest payable under this Charge is calculated monthly, not in advance, and/or is a variable interest and the current Rate may be expected to change.

Columns A set forth the Interest Rate calculated monthly and not in advance, whereas columns B set forth the equivalent Rate calculated half-yearly, not in advance.

A	B	A	B	A	B	A	B	A	B	A	B
2.500	2.5131	5.625	5.6913	8.750	8.9111	11.875	12.1727	15.000	15.4766	18.125	18.8233
2.625	2.6394	5.750	5.8193	8.875	9.0407	12.000	12.3040	15.125	15.6097	18.250	18.9581
2.750	2.7658	5.875	5.9474	9.000	9.1704	12.125	12.4354	15.250	15.7428	18.375	19.0929
2.875	2.8923	6.000	6.0755	9.125	9.3002	12.250	12.5669	15.375	15.8760	18.500	19.2278
3.000	3.0188	6.125	6.2037	9.250	9.4301	12.375	12.6985	15.500	16.0092	18.625	19.3628
3.125	3.1454	6.250	6.3319	9.375	9.5600	12.500	12.8301	15.625	16.1425	18.750	19.4979
3.250	3.2721	6.375	6.4603	9.500	9.6900	12.625	12.9618	15.750	16.2759	18.875	19.6330
3.375	3.3988	6.500	6.5887	9.625	9.8201	12.750	13.0935	15.875	16.4094	19.000	19.7682
3.500	3.5256	6.625	6.7171	9.750	9.9502	12.875	13.2253	16.000	16.5429	19.125	19.9034
3.625	3.6525	6.750	6.8456	9.875	10.0804	13.000	13.3572	16.125	16.6765	19.250	20.0387
3.750	3.7794	6.875	6.9742	10.000	10.2107	13.125	13.4892	16.250	16.8102	19.375	20.1741
3.875	3.9064	7.000	7.1029	10.125	10.3410	13.250	13.6212	16.375	16.9439	19.500	20.3096
4.000	4.0335	7.125	7.2316	10.250	10.4714	13.375	13.7533	16.500	17.0777	19.625	20.4451
4.125	4.1606	7.250	7.3604	10.375	10.6019	13.500	13.8854	16.625	17.2116	19.750	20.5807
4.250	4.2878	7.375	7.4892	10.500	10.7324	13.625	14.0177	16.750	17.3455	19.875	20.7163
4.375	4.4151	7.500	7.6182	10.625	10.8630	13.750	14.1499	16.875	17.4795	20.000	20.8521
4.500	4.5424	7.625	7.7472	10.750	10.9937	13.875	14.2823	17.000	17.6136	20.125	20.9879
4.625	4.6698	7.750	7.8762	10.875	11.1244	14.000	14.4147	17.125	17.7477	20.250	21.1238
4.750	4.7973	7.875	8.0053	11.000	11.2552	14.125	14.5472	17.250	17.8819	20.375	21.2597
4.875	4.9248	8.000	8.1345	11.125	11.3861	14.250	14.6798	17.375	18.0162	20.500	21.3957
5.000	5.0524	8.125	8.2638	11.250	11.5170	14.375	14.8124	17.500	18.1506	20.625	21.5318
5.125	5.1800	8.250	8.3931	11.375	11.6480	14.500	14.9451	17.625	18.2850	20.750	21.6680
5.250	5.3078	8.375	8.5225	11.500	11.7791	14.625	15.0779	17.750	18.4195	20.875	21.8042
5.375	5.4355	8.500	8.6519	11.625	11.9102	14.750	15.2108	17.875	18.5540	21.000	21.9405
5.500	5.5634	8.625	8.7815	11.750	12.0414	14.875	15.3437	18.000	18.6887	21.125	22.0768

This is **Exhibit "R"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in black ink that reads "Terrance Li". The signature is enclosed in a purple rounded rectangular box.

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

[Return to Affidavit](#)

TO: CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

RE: 10078638 CANADA CORPORATION first mortgage to CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
446 Wyandotte St W Windsor, ON, N9A 5X4 , (City of Windsor)

DIRECTION

This is to direct you and shall constitute your good and sufficient and irrevocable authority to make your cheque for the above mortgage advance payable in favour of our solicitor:

APS MANN LEGAL PROFESSIONAL CORP, IN TRUST


or as he may otherwise direct.

ACKNOWLEDGMENT

The undersigned, being the mortgagor in the above transaction, hereby acknowledges receiving a copy of **Standard Charge Terms No. 201909** before signing the above charge or mortgage, and the undersigned understands that the said Standard Charge Terms are incorporated by reference into such charge or mortgage.

DATED this 22 day of June, 2022.

10078638 CANADA CORPORATION

Authentisign
Per:  06/22/22
Name: Cynthia SALOMON
Title: Director

This is **Exhibit "S"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in black ink that reads "Terrance Li". The signature is enclosed in a blue digital signature box.

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

10078638 CANADA CORPORATION and CYNTHIA SALOMON

Respondents

APPLICATION UNDER SECTION 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

BDO Canada Limited consents to act as the court-appointed receiver and manager over all of the assets, undertakings and properties of 10078638 Canada Corporation in accordance with the Appointment Order sought and included in the Application Record.

Dated at Hamilton, Ontario this 23rd day of April, 2026.

BDO CANADA LIMITED

Per:



Name: Chris Mazur

Title: Senior Vice-President

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Applicant

-and-

10078638 CANADA CORPORATION, et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
WINDSOR

CONSENT TO ACT

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Tel: 905-540-8208

Bart Sarsh (LSO No. 59208N)

Tel: 905-540-3242

Bart.Sarsh@gowlingwlg.com

Lawyers for the Applicant

File Number: G10113823

This is **Exhibit "T"** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 5/5/2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

Terrance Li

57C0BEA85C4C48C...

Commissioner for Taking Affidavits
Terrance (Yuan) Li, LSO No. 93212Q

From: JUS-G-MAG-SCJ-Oshawa-Trial Coordination <Oshawa.SCJ.TC@ontario.ca>
Sent: April 29, 2026 3:01 PM
To: Pearson, Becky
Cc: Sarsh, Bart; Mirza, Sabina; Drouin, Kayla
Subject: RE: NEW APPLICATION - Caisse Desjardins v 10078638 Canada Corporation et al [GWLG-ACTIVE_CA.FID31312629]

[Return to Affidavit](#)

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good afternoon,

RECENT CHANGES - PLEASE READ CAREFULLY:

As per the most recent updated Central East Practice Direction, procedures for booking short motions / applications have changed. All date requests for short motions / applications under one hour must be conferenced prior to any date being obtained or given for a hearing. The litigants will be required to schedule and have a civil conference with a Judge or Associate Judge to assess, among other things laid out in the CEPD, whether the short hearing can be heard by an Associate Judge and that the short hearing will be for under one hour. If it is determined at the civil conference that the matter is ready to proceed as a short hearing, counsel will contact the Trial Coordinators' Office to schedule it. A copy of the civil conference endorsement confirming the matter's readiness will be required when making the short motion request to the Trial Co-ordinator.

Consent, unopposed, motions for costs and ex parte matters must proceed **in writing** as per the most recent Practice Direction.

If it can proceed in writing you do not require a date from us, you simply file your materials with the civil filing office. Your materials must state it is "to be heard in writing" otherwise they will be rejected.

Please refer to the CEPD link below for further details.

www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-for-the-central-east-region/

In order for us to schedule your conference you must provide:

- 1. Oshawa Civil Court file number (if one has already been assigned)**
- 2. Style of cause and advise which party your firm represents.**

See available dates below for civil conferences:

Currently, next availability for a **Civil Conference @10:00am via zoom** is:

December 17, 2026

January 7, 2027

February 4, 11, 18, 25, 2027

March 4, 11, 18, 25, 2027

April 1, 8, 15, 22, 2027

Please reply and select at least 2 dates from above as these dates are offered to multiple requestors and book quickly. We will then confirm a date for you via reply email.

Thank you.

From: Pearson, Becky <Becky.Pearson@gowlingwlg.com>
Sent: Wednesday, April 29, 2026 2:52 PM
To: JUS-G-MAG-SCJ-Oshawa-Trial Coordination <Oshawa.SCJ.TC@ontario.ca>
Cc: Sarsh, Bart <Bart.Sarsh@gowlingwlg.com>; Mirza, Sabina <Sabina.Mirza@gowlingwlg.com>; Drouin, Kayla <Kayla.Drouin@gowlingwlg.com>
Subject: NEW APPLICATION - Caisse Desjardins v 10078638 Canada Corporation et al [GWLG-ACTIVE_CA.FID31312629]

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good afternoon,

We act for Caisse Desjardins Ontario Credit Union Inc.

We are seeking to schedule a hearing date for an application to appoint a Receiver for 10078638 Canada Corporation.

Could you please advise what dates the court has available for a hearing estimated to take less than one hour?

Thank you,

Becky Pearson
Law Clerk
T +1 905 540 2541
becky.pearson@gowlingwlg.com



Gowling WLG (Canada) LLP
One Main Street West
Hamilton ON L8P 4Z5
Canada

gowlingwlg.com

Gowling WLG | 1,500+ legal professionals worldwide

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and - 10078638 CANADA CORPORATION, et al.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR

**AFFIDAVIT OF YOAN BOUCHARD
(Affirmed May 5, 2026)**

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Tel: 905-528-8208

Bart Sarsh (LSO No. 59208N)

Tel: 905-540-3242

Bart.Sarsh@gowlingwlg.com

Lawyers for the Applicant

File Number: G10113823

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) TUESDAY, THE 26TH
)
JUSTICE) DAY OF MAY, 2026

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

10078638 CANADA CORPORATION and CYNTHIA SALOMON

Respondents

APPLICATION UNDER SECTION 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

APPOINTMENT ORDER

THIS APPLICATION made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "**Caisse**"), 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 BDO Canada Inc. ("**BDO**") as receiver and manager (in such capacities, the "**Receiver**") without security, over all property, assets and undertakings of 10078638 Canada Corporation ("**1007**") (the "**Borrower**" or the "**Debtor**") acquired for or used in relation to the business carried on by the Debtor including all of the Debtor's right, title and interest in and to the real property including leases and all proceeds described at **Schedule "A"**

(the “**Property**”), was heard this day by videoconference at 245 Windsor Avenue, Windsor, Ontario, N9A 1J2.

ON READING the Notice of Application, the Affidavit of Yoan Bouchard, affirmed May 5, 2026 and the Exhibits to it, the Applicant’s Factum and on hearing the submissions of counsel for the Applicant and the other parties listed on the Participant Information Sheet, with no one else appearing for the parties listed on the Service List although duly served as appears from the affidavits of service, filed, and on reading the Consent of BDO to act as the Receiver, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is abridged and validated so that this application is properly returnable today and 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, BDO is appointed Receiver, without security, over all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor including all of the Debtor’s right, title and interest in and to the Property including leases and all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is 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 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 Debtor, 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 Debtor;
- (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 Debtor or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor and collect on all accounts at deposit-taking institutions such as the accounts in the name of the Debtor at any financial institution;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 Debtor, 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 Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority 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 \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
- (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, shall not be required,

- (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 Debtor;

- (p) to make an assignment in bankruptcy on behalf of the Debtor, to consent on behalf of the Debtor to the making of a bankruptcy order against the Debtor, and for BDO to act as the licensed insolvency trustee of the Debtor;
- (q) to enter into agreements with any licensed insolvency trustee appointed in respect of the Debtor (if not BDO), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtor;
- (r) to apply for any permits, licenses, 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 Debtor;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) 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, 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, (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, 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 Debtor, any transaction supporting document and any of the Debtor's 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.

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

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 DEBTOR OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 Debtor are 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 Debtor's 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 Debtor 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

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

15. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s 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 Debtor, 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 cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

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 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.

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 referred to a judge of the Ontario Superior Court of Justice.

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

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is 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 \$250,000 (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.

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.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

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

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 <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>) 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 <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements>.

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

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 on five (5) business days notice.

30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a licensed insolvency trustee in the bankruptcy of the Debtor.

31. **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.

32. **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.

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the 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.

34. **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.

35. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

Date of issuance _____
(to be completed by registrar)

(Signature of judge, officer or registrar)

SCHEDULE "A"

Legal description of the Property:

LOT 53 PLAN 343 WINDSOR; WINDSOR

being PIN 01195-0118 (LT);

and municipally known as 446 Wyandotte Street West, Windsor, Ontario, N9A 5X4.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of 10078638 Canada Corporation ("**1007**") (the "**Borrower**" or the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor regarding the Property, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 26th day of May, 2026 (the "**Order**") made in an application having Court File Number CV-26-00036551-0000, 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 Sudbury, 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. solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:

Title:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC. - and - 10078638 CANADA CORPORATION, et al
Applicant Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**
PROCEEDING COMMENCED AT
WINDSOR

APPOINTMENT ORDER

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Tel: 905-540-8208

Bart Sarsh (LSO No. 59208N)

Tel: 905-540-3242

Bart.Sarsh@gowlingwlg.com

Lawyers for the Applicant

File Number: G10113823

TAB 4

~~THIS MOTION made by the Plaintiff²~~ APPLICATION made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "Caisse"), 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 **Press F11 to insert (name of receiver)**~~ appointing BDO Canada Inc. ("BDO") as receiver ~~[and manager]~~ (in such capacities, the "Receiver") without security, ~~efover~~ over all ~~of the~~ property, assets, and undertakings ~~and properties of **Press F11 to insert (name of debtor)~~ of 10078638 Canada Corporation ("1007")~~**~~ (the "Borrower" or the "Debtor") acquired for, ~~or~~ used in relation to ~~a~~ the business carried on by the Debtor including all of the Debtor's right, title and interest in and to the real property including leases and all proceeds described at Schedule "A" (the "Property"), was heard this day ~~at 45 Main Street E., Hamilton~~ by videoconference at 245 Windsor Avenue, Windsor, Ontario, N9A 1J2.

ON READING the Notice of Application, the Affidavit of ~~**Press F11 to insert (name)**~~ (sworn Yoan Bouchard, affirmed) ~~**Press F11 to insert (date)**~~ May 5, 2026 and the Exhibits ~~thereto~~ to it, the Applicant's Factum and on hearing the submissions of counsel for ~~**Press F11 to insert (names)**~~, ~~no one appearing for **Press F11 to insert (name)**~~ the Applicant and the other parties listed on the Participant Information Sheet, with no one else appearing for the parties listed on the Service List although duly served as appears from the ~~Affidavit of Service of **Press F11 to insert (name)**~~

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

(sworn/affirmed) ~~**Press F11 to insert (date)**~~ affidavits of service, filed, and on reading the Consent of ~~**Press F11 to insert (name of receiver)**~~ BDO to act as the Receiver, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion and the Motion is hereby~~ Application and the Application Record is 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, ~~**Press F11 to insert (name of receiver)** is hereby~~ BDO is appointed Receiver, without security, ~~of~~ over all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to ~~a~~ the business carried on by the Debtor, ~~including~~ all of the Debtor's right, title and interest in and to the Property including leases and all proceeds thereof (the "Property").

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

~~³If 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.~~

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 Debtor, 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 Debtor;
- (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 Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor and collect on all accounts at deposit-taking institutions such as the accounts in the name of the Debtor at any financial institution;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 Debtor, 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 Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority ~~hereby~~

~~⁴This 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.~~

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 \$**Press F11 to insert (amount)**50,000, provided that the aggregate consideration for all such transactions does not exceed \$**Press F11 to insert (amount)**250,000; and
 - (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 Debtor;
- (p) [to make an assignment in bankruptcy on behalf of the Debtor, to consent on behalf of the Debtor to the making of a bankruptcy order against the](#)

~~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.~~

Debtor, and for BDO to act as the licensed insolvency trustee of the Debtor;

- (q) ~~(p)~~ to enter into agreements with any ~~Trustee in bankruptcy~~licensed insolvency trustee appointed in respect of the Debtor (if not BDO), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any ~~property~~Property owned or leased by the Debtor;
- (r) to apply for any permits, licenses, 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 Debtor;
- (s) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) ~~(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, 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, (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, 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 Debtor, any transaction supporting document and any of the Debtor's 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.](#)

8. ~~7.~~ **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

9. ~~8.~~ **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 DEBTOR OR THE PROPERTY

10. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are ~~hereby~~ stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the Debtor, 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

12. ~~11.~~ **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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor 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

14. ~~13.~~ **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

15. ~~14.~~ **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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. ~~15.~~ **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

Debtor, 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 cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. ~~16.~~ **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

19. ~~17.~~ **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

20. ~~18.~~ **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

21. ~~19.~~ **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~~judge of the Ontario Superior Court of Justice.

22. ~~20.~~ **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

23. ~~21.~~ **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 \$~~**Press F11 to insert (amount)**~~250,000 (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

~~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".~~

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.

24. ~~22.~~ **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.

25. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “AB” ~~hereto~~ (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

26. ~~24.~~ **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

27. ~~25.~~ **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/https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>) 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 ~~'<@>'~~ <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turaround-services/current-engagements>.

28. ~~26.~~ **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~~ 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

29. ~~27.~~ **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 on five (5) business days notice.

30. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a ~~Trustee in~~ licensed insolvency trustee in the bankruptcy of the Debtor.

31. ~~29.~~ **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.

32. ~~30.~~ **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.

33. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this motion, 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.

34. ~~32.~~ **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.

35. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

Date of issuance

(to be completed by registrar)

(Signature of judge, officer or registrar)

SCHEDULE "A"

Legal description of the Property:

LOT 53 PLAN 343 WINDSOR; WINDSOR

being PIN 01195-0118 (LT);

and municipally known as 446 Wyandotte Street West, Windsor, Ontario, N9A 5X4.

SCHEDULE “AB”

RECEIVER CERTIFICATE

CERTIFICATE NO. ~~**Press F11 to insert (number)**~~ _____

AMOUNT \$ ~~**Press F11 to insert (amount)**~~ _____

1. **THIS IS TO CERTIFY** that ~~**Press F11 to insert (name of receiver)**~~, BDO Canada Limited the receiver and manager (the “**Receiver**”) of the assets, undertakings and properties ~~**Press F11 to insert (name of debtor)**~~ of 10078638 Canada Corporation (“1007”) (the “Borrower” or the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor regarding the Property, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (~~Commercial List~~) (the “**Court**”) dated the ~~**Press F11 to insert (day)**~~ day of ~~**Press F11 to insert (month)**~~, 20~~**Press F11 to insert (year)**~~ 26th day of May, 2026 (the “**Order**”) made in an action application having Court ~~file number~~ ~~**Press F11 to insert (court file number)**~~ CL-~~**Press F11 to insert (court file number)**~~ File Number CV-26-00036551-0000, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$~~**Press F11 to insert (amount)**~~ _____, being part of the total principal sum of \$~~**Press F11 to insert (amount)**~~ _____ 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 ~~**Press F11 to insert (day)**~~ _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ~~**Press F11 to insert~~

~~(rate)**~~ _____ per cent above the prime commercial lending rate of Bank of ~~**Press F11-~~
~~to insert (bank)**~~ _____ 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. ~~4.~~ All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ~~Toronto~~Sudbury, Ontario.

5. ~~2.~~ 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. ~~3.~~ 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. ~~4.~~ 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 ~~October, 2024~~ _____, 20.

~~**Press F11 to insert (name of receiver)**~~, **BDO
Canada Limited.** solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name: ~~**Press F11 to insert (name)**~~

Title: ~~**Press F11 to insert (title)**~~

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

Court File No. CV-26-00036551-0000
10078638 CANADA CORPORATION, et al

~~Respondent~~ Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT

WINDSOR

~~HAMILTON~~

APPOINTMENT ORDER

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Tel: 905-540-8208

Bart Sarsh (LSO No. 59208N)

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File Number: G10113823

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 2026-05-05 10:06:04 AM	
Style name: Firm Standard	
Intelligent Table Comparison: Active	
Original filename: S:\Bankruptcy Precedents\Model Orders\Model Receivership Order Form (for comparison).docx	
Modified DMS: iw://gowlingwlg-ca.cloudmanage.com/active_ca/94047666/2 - Draft Appointment Order (word) - Applicant - Caisse Desjardins - 26-MAY-2026.docx	
Changes:	
<u>Add</u>	153
Delete	143
Move From	2
<u>Move To</u>	2
<u>Table Insert</u>	1
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	301

CAISSE DESJARDINS ONTARIO CREDIT UNION

Applicant

- and - 10078638 CANADA CORPORATION, et al

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**
PROCEEDING COMMENCED AT
WINDSOR

APPLICATION RECORD
(Appointment of Receiver)

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