

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**1340182 ONTARIO LIMITED AND KAZEMBE & ASSOCIATES PROFESSIONAL
CORPORATION**

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
(Returnable May 11, 2023)**

April 27, 2023

GOWLING WLG (CANADA) LLP

Barristers and Solicitors

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100 King Street West, Suite 1600

Toronto, ON M5X 1G5

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Katherine Yurkovich (LSO# 80396R)

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Email: kate.yurkovich@gowlingwlg.com

Lawyers for the Applicant

TO: The Attached Service List.

SERVICE LIST

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Counsel to the Applicant, Canadian Imperial Bank of Commerce

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Matthew Lem
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Email: matthew.lem@mnp.ca

Proposed Receiver

AND TO: 1340182 ONTARIO LIMITED

1888 Wilson Avenue
Toronto, Ontario
M9M 1A7

Courtney Kazembe

Email: courtney@kazembelaw.com

Respondent

AND TO: KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION

1888 Wilson Avenue
Toronto, Ontario
M9M 1A7

Courtney Kazembe

Email: courtney@kazembelaw.com

Respondent.

AND TO: 923944 ONTARIO LTD.

3917 Penny Lane
Mississauga, Ontario
L4T 4B8

Jasvir Dhillon

Email: jasvir@jasvirdhillon.ca

Mortgagee with respect to the property located at 1888 Wilson Ave, Toronto, Ontario

**AND TO: KETTNER, PHILP, GOLD, FRYDMAN
BARRISTERS & SOLICITORS IN ASSOCIATION**

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Toronto, Ontario
M3H 6B5

Mark Frydman

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Fax: (416) 398-9097

Email: markfrydman@yahoo.ca

Counsel to 923944 Ontario Ltd.

AND TO: ARTHUR BRYAN
5252 Champlain Trail
Mississauga, Ontario
L5R 2Z1

*Mortgagee with respect to the property located at 1888 Wilson Ave, Toronto,
Ontario*

AND TO: MERIDIAN ONECAP CREDIT CORP.
4710 Kingsway, Suite 1500
Burnaby, British Columbia
V5H 4M2

Secured Creditor of Kazembe & Associates Professional Corporation

AND TO: LAW SOCIETY OF ONTARIO
Osgoode Hall, 130 Queen Street West
Toronto, Ontario
M5H 2N6

Attention: General Counsel, Trustee Services
Tel: (416) 947-3366
Toll-free: 1-800-668-7380 ext. 3366
Fax: 416-644-4880
Email: trustee_services@lso.ca

AND TO: DEPARTMENT OF JUSTICE CANADA
Ontario Regional Office
Tax Law Services Division
The Exchange Tower
130 King St. West, Suite 3400, Box 36
Toronto, ON M5X 1K6

Diane Winters
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AND TO: MINISTRY OF FINANCE
Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Insolvency Unit
Tel: (905) 433-6934
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diane.winters@justice.gc.ca; insolvency.unit@ontario.ca

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TAB 1



Court File No. CV-

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**1340182 ONTARIO LIMITED and KAZEMBE & ASSOCIATES PROFESSIONAL
CORPORATION**

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

NOTICE OF APPLICATION

TO THE RESPONDENT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Applicant. The claim made by the Applicant is set out on the following pages.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

1. In person
2. By telephone conference
3. By video conference

at the following location: **Video conference details to be established.**

on Thursday, May 11, 2023, at 10:00 AM.

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 38C 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 not later than 2:00 p.m. on the day before the hearing.

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

Date: April 26, 2023

Issued by _____
Local Registrar

Address of Court Office:
330 University Avenue
Toronto, Ontario, Canada

TO: THE ATTACHED SERVICE LIST

1. **THE APPLICANT, MAKES APPLICATION FOR, *inter alia*:**

- (a) An Order (the “**Appointment Order**”) substantially in the form of Order attached at Tab 3 of the Application Record appointing MNP Ltd. (“**MNP**”) as receiver (in such capacity, the “**Receiver**”), without security, over all property, assets and undertaking of 1340182 Ontario Limited (“**Real Estate Co**”) and Kazembe & Associates Professional Corporation (“**K&A OpCo**”, and together with Real Estate Co, the “**Debtors**”), excluding any and all Excluded Property (as defined in the Appointment Order), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c C43.
- (b) Such further and other relief as may be just and equitable.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

- (a) Real Estate Co is a real estate holding company. Its sole significant asset is the lands and premises municipally known as 1888 Wilson Avenue, Toronto, Ontario M9M 1A7 (the “**Mortgaged Property**”);
- (b) K&A OpCo is a law firm. The registered head office of K&A OpCo is the Mortgaged Property;
- (c) Courtney Kazembe (“**Mr. Kazembe**”), is the sole officer and director, and 100% shareholder of each of Real Estate Co and K&A OpCo;
- (d) As of February 10, 2023, the Debtors were indebted to CIBC in the approximate aggregate amount of \$1,018,011.90;

- (e) Pursuant to a CIBC Small Business Credit Agreement and Guarantee between CIBC, as lender, 134 Real Estate Co, as borrower, and Mr. Kazembe, as personal guarantor, effective as of July 9, 2019 (the “**Original Real Estate Co Credit Agreement**”), CIBC agreed to advance the principal amount of nine hundred forty five thousand dollars (\$945,000.00) to Real Estate Co;
- (f) The Original Real Estate Co Credit Agreement was subsequently amended pursuant to
 - (i) an Amendment to Credit Agreement for CIBC Business Loan Cash Back Offer dated as of July 15, 2019 (the “**First Real Estate Co Amendment**”); and (ii) a Small Business Change of Loan Details Agreement dated as of March 23, 2020 (the “**Second Real Estate Co Amendment**”, together with the Original Real Estate Co Credit Agreement and the First Real Estate Co Amendment, the “**Real Estate Co Credit Agreement**”);
- (g) Pursuant to a CIBC Small Business Credit Agreement and Guarantee between CIBC, as lender, K&A OpCo, as borrower, and Mr. Kazembe, as personal guarantor (the “**Original K&A OpCo Credit Agreement**”), CIBC agreed to advance a small business line of credit in the maximum amount of one hundred thousand dollars (\$100,000.00) to K&A OpCo;
- (h) The Original K&A OpCo Credit Agreement was subsequently amended pursuant to a Small Business Change of Loan Details Agreement dated as of June 2, 2020 (the “**K&A OpCo Amendment**”, together with the Original K&A OpCo Credit Agreement, the “**K&A OpCo Credit Agreement**”);

- (i) Each of the Real Estate Co Credit Agreement and K&A OpCo Credit Agreement incorporate by reference the terms and conditions contained in the CIBC small business credit terms and conditions, version 2006/11 (the “**CIBC Small Business Credit Terms**”);

- (j) Pursuant to the Real Estate Co Credit Agreement, CIBC holds the following security:
 - (i) A charge/mortgage in the principal amount of \$945,000 granted by Real Estate Co against the Mortgaged Property (the “**CIBC Mortgage**”);

 - (ii) A general security agreement in respect of all of the personal property of Real Estate Co as embedded in the CIBC Small Business Credit Terms dated July 15, 2019 (the “**Real Estate Co GSA**”); and

 - (iii) A general security agreement in respect of all of the personal property of K&A OpCo dated July 15, 2019 (the “**K&A OpCo Guarantee GSA**”, together with the Real Estate Co GSA and the CIBC Mortgage, the “**Real Estate Co Security**”);

- (k) Pursuant to the K&A OpCo Credit Agreement, CIBC holds a general security agreement in respect of all of the personal property of K&A OpCo, as embedded in the CIBC Small Business Credit Terms (the “**K&A OpCo GSA**”);

- (l) In light of, among other things, the Debtors’ failure to make payments of principal and interest to CIBC when due pursuant to each of the Real Estate Co Credit Agreement and K&A OpCo Credit Agreement, respectively, CIBC issued formal demand letters to

each of Real Estate Co and K&A OpCo on February 14, 2023 demanding repayment of all amounts owing under the Real Estate Co Credit Agreement and K&A OpCo Credit Agreement, respectively, by no later than February 27, 2023 (collectively, the “**Demand Letters**”). Each of the Demand Letters additionally enclosed a notice of intention to enforce security pursuant to section 244 of the BIA with respect to each of Real Estate Co and K&A OpCo (collectively, the “**NITES**”);

- (m) The statutory notice period provided for under the BIA and outlined in the Demand Letter and the NITES has expired;
- (n) It is just and convenient, at this time, for the Court to appoint MNP as Receiver;
- (o) Those other grounds set forth in the Affidavit of Jo-Ann Mitchell, to be sworn (the “**Mitchell Affidavit**”);
- (p) The provisions of the BIA, including Section 243;
- (q) Section 101 of the CJA;
- (r) Rules 1.04, 3.02, 16.08, and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, c. C.43; and
- (s) Such further and other grounds as counsel may advise and this Honourable Court permit.

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

- (a) The Mitchell Affidavit and the exhibits thereto; and
- (b) Such further material as counsel may advise and this Honourable Court may permit.

Date: April 26, 2023

GOWLING WLG (CANADA) LLP
Barrister and Solicitors
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Lawyers for the Applicant

CANADIAN IMPERIAL BANK OF COMMERCE

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Court File No.
**1340182 ONTARIO LIMITED and KAZEMBE &
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the *Courts of Justice Act*, R.S.O. 1990, c. c-43, as amended**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPLICATION

GOWLING WLG (CANADA) LLP

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Lawyers for the Applicant

TAB 2

Court File No. CV-23-00698539-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

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**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**

**AFFIDAVIT OF JO-ANN MITCHELL
(Sworn April 27, 2023)**

I, Jo-Ann Mitchell, of the City of Mississauga, in the Province of Ontario, **MAKE**

OATH AND SAY:

1. I am a senior risk manager at Canadian Imperial Bank of Commerce ("**CIBC**") and as such I have knowledge of the matters contained in this Affidavit. Where my knowledge is based on information and belief, I have identified the source of that information or belief and believe it to be true and reliable.

2. I make this affidavit in support of CIBC's application for an Order (the "**Appointment Order**") appointing MNP Ltd. ("**MNP**") as receiver (in such capacity, the "**Receiver**") over all property, assets and undertaking of 1340182 Ontario Limited ("**Real Estate Co**") and Kazembe & Associates Professional Corporation ("**K&A OpCo**", and together with Real Estate Co, the "**Debtors**"), excluding any and all Excluded Property (as defined in the Appointment Order), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") and section 101 of the *Courts of Justice Act*, RSO 1990, c C43.

Description of the Respondents

3. Each of Real Estate Co and K&A OpCo are private corporations incorporated pursuant to the *Business Corporations Act* (Ontario), R.S.O. 1990, c B.16.

4. According to corporate profile reports (the "**Corporate Profile Reports**") obtained from the provincial ministry with a file currency date of April 20, 2023, the registered and head office of each of Real Estate Co and K&A OpCo is 1888 Wilson Avenue, Toronto, Ontario (the "**Mortgaged Property**"), and the sole officer and director of each of Real Estate Co and K&A OpCo is Mr. Courtney Kazembe ("**Mr. Kazembe**"). Attached as **Exhibit "A"** and **Exhibit "B"**, are true copies of the Corporate Profile Reports for Real Estate Co and K&A OpCo, respectively.

5. Real Estate Co is a real estate holding company. My understanding is that its sole significant asset is the Mortgaged Property.

6. K&A OpCo is a law firm. Mr. Kazembe is its founder. My understanding is that K&A OpCo has, inclusive of Mr. Kazembe, twelve (12) active employees. The Toronto office of K&A OpCo is located on the Mortgaged Property.

7. According to account application agreements executed by each of K&A OpCo and Real Estate Co, Mr. Kazembe owns 100% of the issued and outstanding shares of each of K&A OpCo and Real Estate Co, respectively.

8. Mr. Kazembe holds a licence to practice law in Ontario as a barrister and solicitor from the Law Society of Ontario (the “**LSO**”). I have been advised by Gowling WLG (Canada) LLP (“**Gowling**”) that Mr. Kazembe’s status with the LSO as of April 14, 2023 is “Suspended Administratively”, and Mr. Kazembe is not currently permitted to practise law and/or provide legal services as a result of this status. I further understand from Gowling that Mr. Kazembe has regulatory proceedings pending with the LSO Tribunal. Attached hereto as **Exhibit “C”** is a true copy of a screenshot taken from the LSO’s website with respect to the status of Mr. Kazembe’s legal practice.

The CIBC Credit Facilities and Security

The Real Estate Co Facilities

9. Pursuant to a CIBC Small Business Credit Agreement and Guarantee between CIBC, as lender, 134 Real Estate Co, as borrower, and Mr. Kazembe, as personal guarantor, effective as of July 9, 2019 (the “**Original Real Estate Co Credit Agreement**”), CIBC agreed to advance the principal amount of nine hundred forty five

thousand dollars (\$945,000.00) to Real Estate Co (the “**Real Estate Co Loan**”). Attached as **Exhibit “D”** is a true copy of the Original Real Estate Co Credit Agreement.

10. The Original Real Estate Co Credit Agreement was subsequently amended pursuant to:

- (a) an Amendment to Credit Agreement for CIBC Business Loan Cash Back Offer dated as of July 15, 2019 (the “**First Real Estate Co Amendment**”);
and
- (b) a Small Business Change of Loan Details Agreement dated as of March 23, 2020 (the “**Second Real Estate Co Amendment**”, together with the Original Real Estate Co Credit Agreement and the First Real Estate Co Amendment, the “**Real Estate Co Credit Agreement**”).

Attached as **Exhibit “E”** are true copies of the First Real Estate Co Amendment and the Second Real Estate Co Amendment.

11. The Real Estate Co Credit Agreement incorporates by reference the terms and conditions contained in the CIBC small business credit terms and conditions, version 2006/11 (the “**CIBC Small Business Credit Terms**”). Attached as **Exhibit “F”** is a true copy of the CIBC Small Business Credit Terms.

12. As of February 10, 2023, Real Estate Co is indebted to CIBC in the approximate amount of \$918,943.91 pursuant to the Real Estate Co Credit Agreement, plus accruing legal fees and disbursements (such amount owing from time to time, the “**Real Estate Co Indebtedness**”).

The K&A OpCo Facilities

13. Pursuant to a CIBC Small Business Credit Agreement and Guarantee between CIBC, as lender, K&A OpCo, as borrower, and Mr. Kazembe, as personal guarantor (the “**Original K&A OpCo Credit Agreement**”), CIBC agreed to advance a small business line of credit in the maximum amount of one hundred thousand dollars (\$100,000.00) to K&A OpCo (the “**K&A OpCo Loan**”, and together with the Real Estate Co Loan, the “**Loans**”). Attached as **Exhibit “G”** is a true copy of the Original K&A OpCo Credit Agreement.

14. The Original K&A OpCo Credit Agreement was subsequently amended pursuant to a Small Business Change of Loan Details Agreement dated as of June 2, 2020 (the “**K&A OpCo Amendment**”, together with the Original K&A OpCo Credit Agreement, the “**K&A OpCo Credit Agreement**”). Attached as **Exhibit “H”** is a true copy of the K&A OpCo Amendment.

15. The K&A OpCo Credit Agreement also incorporates by reference the terms and conditions contained in the CIBC Small Business Credit Terms, previously attached as Exhibit “F”.

16. Although not a signatory to the K&A OpCo Credit Agreement, Real Estate Co has guaranteed all of the indebtedness of K&A OpCo to CIBC pursuant to an unlimited guarantee dated as of July 15, 2019. Attached as **Exhibit “I”** is a true copy of the K&A OpCo guarantee.

17. As of February 10, 2023, K&A OpCo is indebted to CIBC in the amount of \$99,067.99 pursuant to the K&A OpCo Credit Agreement, plus accruing legal fees and disbursements (such amount owing from time to time, the “**K&A OpCo Indebtedness**”, together with the Real Estate Co Indebtedness, the “**Indebtedness**”).

The Real Estate Co Security

18. As security for its indebtedness pursuant to the Real Estate Co Credit Agreement, CIBC holds the following security:

- (a) A charge/mortgage in the principal amount of \$945,000 granted by Real Estate Co against the Mortgaged Property (the “**CIBC Mortgage**”);
- (b) A general security agreement in respect of all of the personal property of Real Estate Co as embedded in the CIBC Small Business Credit Terms dated July 15, 2019 (the “**Real Estate Co GSA**”); and
- (c) A general security agreement in respect of all of the personal property of K&A OpCo dated July 15, 2019 (the “**K&A OpCo Guarantee GSA**”, together with the Real Estate Co GSA and the CIBC Mortgage, the “**Real Estate Co Security**”).

Attached hereto as **Exhibits “J”, “K” and “L”**, respectively, are true copies of the CIBC Mortgage, an extract of the Real Estate Co GSA as found in Part V of the CIBC Small Business Credit Terms and the K&A OpCo Guarantee GSA.

The K&A OpCo Security

19. As security for its indebtedness pursuant to the K&A OpCo Credit Agreement, CIBC holds a general security agreement in respect of all of the personal property of K&A OpCo, as embedded in the CIBC Small Business Credit Terms (the “**K&A OpCo GSA**”). Attached as **Exhibit “M”** is a true copy of an extract of the K&A OpCo GSA as found in Part V of the CIBC Small Business Credit Terms.

Registrations against the Mortgaged Property

20. The CIBC Mortgage is registered with the Land Registry Office in Ontario. Attached as **Exhibit “N”** is a true copy of title searches obtained against the Mortgaged Property with a file currency date of April 20, 2023 (the “**Title Search**”).

21. The Title Search appears to show the CIBC Mortgage as a second ranking charge/ mortgage against the Mortgaged Property, despite, as further described herein, CIBC’s instructions to its counsel (K&A OpCo) that CIBC obtain a first ranking charge/ mortgage against the Mortgaged Property.

22. A first charge / mortgage appears to be registered in favour of 923944 Ontario Ltd. (“**923 Ontario**”) in the amount of one million dollars (\$1,000,000) (the “**923 Ontario Mortgage**”). Attached as **Exhibit “O”** is a true copy of the charge instrument registered in favour of 923 Ontario on April 4, 2019 against title to the Mortgaged Property.

23. I understand 923 Ontario, through its legal counsel, has advised Gowling that as of February 1, 2023, the 923 Ontario Mortgage is in arrears, and \$1,158,250.00 is owing to 923 Ontario. Attached as **Exhibit “P”** is a true copy of a letter addressed to Gowling

from Kettner, Philp, Gold, Frydman Barristers & Solicitors, counsel to 923 Ontario, dated February 14, 2023, detailing amounts owing as of February 1, 2023.

Registrations under the PPSA

24. CIBC also maintains registrations against the personal property of Real Estate Co and K&A OpCo in the provincial registry maintained under the *Personal Property Security Act* (Ontario), R.S.O. 1990, c. P.10 (the “**PPSA**”).

25. Attached as **Exhibit “Q”** is a true copy of an Ontario PPSA search against Real Estate Co with a file currency date of April 19, 2023 (the “**Real Estate Co PPSA Search**”).

26. Attached as **Exhibit “R”** is a true copy of an Ontario PPSA search against K&A OpCo with a file currency date of April 19, 2023 (the “**K&A OpCo PPSA Search**”).

27. I have been advised by Gowling that the Real Estate Co PPSA Search and the K&A OpCo PPSA Search show that CIBC has a first registered security interest over all of the personal property of Real Estate Co and K&A OpCo.

K&A OpCo’s Registration of the CIBC Mortgage and Events of Default

28. The Real Estate Co Credit Agreement requires that Real Estate Co grant CIBC a first ranking charge / mortgage against the Mortgaged Property in the principal amount of \$945,000.

29. As noted above the Title Search appears to indicate that the CIBC Mortgage is a second ranking mortgage.

30. K&A OpCo acted as both counsel to the Borrower and the Lender in connection with the CIBC Mortgage.

31. On July 11, 2019, and prior to execution of the Real Estate Co Credit Agreement, CIBC sent a letter of direction for commercial collateral charge/mortgage (the “**Letter of Direction**”) to Ms. Dana Campbell, a solicitor at K&A OpCo.

32. The Letter of Direction provided instructions to Ms. Campbell to act as CIBC’s solicitor/notary in registering a “1st charge/mortgage” in favour of CIBC against title to the Mortgaged Property. Attached as **Exhibit “S”** is a true copy of the Letter of Direction.

33. As evidenced by the Title Search, the instructions contained in the Letter of Direction were not followed, and, contrary to the requirements of the Real Estate Co Credit Agreement, the CIBC Mortgage was registered by K&A OpCo in second position, ranking behind the 923 Ontario Mortgage (the “**Mortgage EOD**”).

34. Ms. Campbell has subsequently advised Gowling by email that she terminated her employment at K&A OpCo on July 8, 2019, and was therefore not actively employed by K&A OpCo at the time CIBC delivered the Letter of Direction, or at the time the CIBC Mortgage was registered on title to the Mortgaged Property by K&A OpCo. Attached as **Exhibit “T”** are true copies of certain email correspondence between Gowling and Ms. Campbell related to the CIBC Mortgage.

Events of Default Under the Credit Agreement

35. The Mortgage EOD was only discovered by CIBC following the occurrence of certain other events of default under each of the credit agreements.

36. As of the date hereof, in addition to the Mortgage EOD, the following events of default are existing and continuing:

- (a) Since on or around June 22, 2022, Real Estate Co has failed to make scheduled payments of principal and interest when due under the terms of the Real Estate Co Credit Agreement;
- (b) Each of Real Estate Co and K&A OpCo have failed to pay outstanding income taxes (the “**Income Tax Arrears**”) owed to Canada Revenue Agency (the “**CRA**”); and
- (c) Since June of 2019, Real Estate Co has failed to pay municipal real estate and utility taxes due and owing with respect to the Mortgaged Property, as evidenced from the tax certificate issued by the City of Toronto current to January 30, 2023 attached hereto as **Exhibit “U”**.

(collectively, the “**Events of Default**”).

37. I note that with respect to the Income Tax Arrears, CIBC has received requirement to pay notices from CRA (collectively, the “**CRA Requirements to Pay**”). Attached as **Exhibit “V”** are true copies of the CRA Requirements to Pay.

Demand Letters

38. On February 14, 2023, Gowling, on behalf of CIBC, issued demand letters to each of Real Estate Co (the “**Real Estate Co Demand Letter**”) and K&A OpCo (the “**K&A OpCo Demand Letters**”), together with the Real Estate Co Demand Letter, the “**Demand**

Letters”), each of which enclosed a notice of intention to enforce CIBC’s security pursuant to section 244 of the BIA (collectively, the “**NITES**”), and demanding the repayment of the Real Estate Co Indebtedness and the K&A OpCo Indebtedness, respectively. Attached as **Exhibit “W”** is a true copy of the Real Estate Co Demand Letter enclosing the Real Estate Co NITES. Attached as **Exhibit “X”** are true copies of the K&A OpCo Demand Letters enclosing the K&A OpCo NITES.

Appointment of MNP as Receiver is Just and Convenient

39. I understand that on or around February 27, 2023, Mr. Kazembe contacted Dom Glavota of Gowling by telephone, indicating that each of Real Estate Co and K&A OpCo were interested in working with CIBC to repay the Indebtedness, but that that the Debtors required an extension of time until March 15, 2023 to prepare a plan to do so. The terms of the repayment plan proposed to CIBC by the Debtors following this correspondence was unsatisfactory to CIBC and accordingly rejected.

40. As of February 10, 2023, the aggregate outstanding Indebtedness owed by Real Estate Co and K&A OpCo to CIBC is approximately \$1,018,011.90, excluding legal fees and disbursements.

41. As noted herein:

- (a) numerous events of default under each of the Real Estate Co Credit Agreement and the K&A OpCo Credit Agreement have occurred which the Debtors have not cured;

- (b) the statutory notice period provided for under the BIA and outlined in the Real Estate Co NITES and K&A OpCo NITES has expired; and
- (c) CIBC is not aware of the Debtors having any sources of funding available to satisfy the Indebtedness in the near term.

42. It is my view that the appointment of a Receiver at this time will create a transparent marketing process for the sale of the Mortgaged Property and the realization of the personal property assets of the Debtors, and will provide a clear way forward for the repayment of amounts owed to CIBC and the other secured creditors of the Debtors.

43. If this Honourable Court sees fit to make such an appointment, MNP has consented to act as a Court-appointed receiver. MNP is a licensed insolvency trustee and has significant experience in mandates of this nature. Attached as **Exhibit "Y"** is a copy of MNP's Consent to Act as receiver.

44. I understand from Gowling that a copy of this Application will be served on the Law Society of Ontario.

45. This affidavit is sworn in support of CIBC's application for the Appointment Order and for no other or improper purpose.

SWORN BEFORE ME VIA VIDEOCONFERENCE, the affiant being located in the City of Mississauga, in the Province of Ontario and the Commissioner being located in the City of Toronto in the Province of Ontario on April 27, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DocuSigned by:

Katherine Yurkovich

BF136400672D4F9

Commissioner for Taking Affidavits
(or as may be)

Katherine Yurkovich LSO# 80396R

DocuSigned by:

Jo-Ann Mitchell

53724EC23372479

JO-ANN MITCHELL

THIS IS **EXHIBIT "A"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF136400C72D4F0

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



Ministry of Public and
Business Service Delivery

Profile Report

1340182 ONTARIO LIMITED as of April 20, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1340182 ONTARIO LIMITED
Ontario Corporation Number (OCN)	1340182
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 16, 1999
Registered or Head Office Address	1888 Wilson Ave, 7, North York, Ontario, Canada, M9M 1A7

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

V. Quintanilla W.

Director/Registrar

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

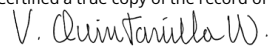
Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 5

Name COURTNEY KAZEMBE
Address for Service 1888 Wilson Avenue, Toronto, Ontario, Canada, M9M 1A7
Resident Canadian Yes
Date Began July 01, 2016

Name COURTNEY AKINWALE KAZEMBE
Address for Service 2772 Keele Street, 1002, Toronto, Ontario, Canada, M3M 0A3
Resident Canadian Yes
Date Began June 30, 2016

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



Director/Registrar

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Active Officer(s)

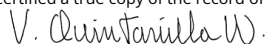
Name COURTNEY KAZEMBE
Position President
Address for Service 1888 Wilson Avenue, Toronto, Ontario, Canada, M9M 1A7
Date Began July 01, 2016

Name COURTNEY AKINWALE KAZEMBE
Position President
Address for Service 2772 Keele Street, 1002, Toronto, Ontario, Canada, M3M 0A3
Date Began June 30, 2016

Name COURTNEY AKINWALE KAZEMBE
Position Secretary
Address for Service 2772 Keele Street, 1002, Toronto, Ontario, Canada, M3M 0A3
Date Began June 30, 2016

Name COURTNEY AKINWALE KAZEMBE
Position Treasurer
Address for Service 2772 Keele Street, 1002, Toronto, Ontario, Canada, M3M 0A3
Date Began June 30, 2016

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



Director/Registrar

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Corporate Name History

Name

1340182 ONTARIO LIMITED

Effective Date

February 16, 1999

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

V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2017 PAF: COURTNEY KAZEMBE - OFFICER	February 24, 2019
Annual Return - 2018 PAF: COURTNEY KAZEMBE - OFFICER	February 24, 2019
Annual Return - 2015 PAF: KIRAN BHARDWAJ - OFFICER	September 02, 2018
CIA - Notice of Change PAF: KIRAN BHARDWAJ - DIRECTOR	July 04, 2016
Annual Return - 2010 PAF: KIRAN BHARDWAJ - OFFICER	November 10, 2015
Annual Return - 2011 PAF: KIRAN BHARDWAJ - OFFICER	November 10, 2015
Annual Return - 2012 PAF: KIRAN BHARDWAJ - OFFICER	November 10, 2015
Annual Return - 2013 PAF: KIRAN BHARDWAJ - OFFICER	November 10, 2015
Annual Return - 2014 PAF: KIRAN BHARDWAJ - OFFICER	November 10, 2015
CIA - Notice of Change PAF: SANEH LATA BHARDWAJ - DIRECTOR	September 03, 2014
Annual Return - 2009 PAF: KIRAN BHARDWAJ - DIRECTOR	August 21, 2010
CIA - Notice of Change PAF: KIRAN BHARDWAJ - DIRECTOR	October 22, 2009
Annual Return - 2006 PAF: KIRAN BHARDWAJ	January 24, 2009

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

V. Quintanilla W.

Director/Registrar

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Annual Return - 2005 PAF: KIRAN BHARDWAJ - DIRECTOR	August 09, 2008
Annual Return - 2002	October 07, 2006
Annual Return - 2003	October 07, 2006
Annual Return - 2004	October 07, 2006
Annual Return - 2001	July 02, 2005
Annual Return - 2000 PAF: K. BHARDWAJ	August 19, 2001
BCA - Articles of Incorporation	February 16, 1999

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

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

V. Quintanilla W.

Director/Registrar

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THIS IS **EXHIBIT "B"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF426400C72D4F0

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



Ministry of Public and
Business Service Delivery

Profile Report

KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION as of April 20, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION
Ontario Corporation Number (OCN)	1898903
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 03, 2013
Registered or Head Office Address	1888 Wilson Avenue, Toronto, Ontario, Canada, M9M 1A7

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

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

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Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 5

Name COURTNEY AKINWALE KAZEMBE
Address for Service 1888 Wilson Ave, Toronto, Ontario, Canada, M9M 1A7
Resident Canadian Yes
Date Began July 03, 2013

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

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name

COURTNEY AKINWALE KAZEMBE

Position

President

Address for Service

1888 Wilson Ave, Toronto, Ontario, Canada, M9M 1A7

Date Began

July 03, 2013

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

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

Effective Date

KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION
July 03, 2013

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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V. Quintanilla W.

Director/Registrar

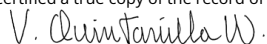
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Document List

Filing Name	Effective Date
Annual Return - 2018 PAF: COURTNEY KAZEMBE - DIRECTOR	October 06, 2019
CIA - Notice of Change PAF: COURTNEY AKINWALE KAZEMBE - DIRECTOR	May 24, 2018
Annual Return - 2017 PAF: COURTNEY KAZEMBE - DIRECTOR	April 29, 2018
Annual Return - 2016 PAF: COURTNEY KAZEMBE - DIRECTOR	October 22, 2017
Annual Return - 2015 PAF: COURTNEY KAZEMBE - DIRECTOR	June 05, 2016
Annual Return - 2014 PAF: COURTNEY KAZEMBE - DIRECTOR	November 22, 2015
Annual Return - 2014 PAF: COURTNEY KAZEMBE - DIRECTOR	July 04, 2015
Annual Return - 2013 PAF: COURTNEY KAZEMBE - DIRECTOR	July 04, 2015
CIA - Initial Return PAF: COURTNEY KAZEMBE - DIRECTOR	July 16, 2013
BCA - Articles of Incorporation	July 03, 2013

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Director/Registrar

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THIS IS **EXHIBIT "C"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

DF 130400072D4F3...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



Barreau
de l'Ontario

Lawyer Contact Information

Courtney Akinwale Kazembe

Mailing Name

Courtney Kazembe

Trusteeships

None

Law Society Number

37465C

Current Practice Restrictions

None

Class of Licence

Lawyer (L1)

Current Regulatory Proceedings

Yes

Real Estate Insured †

No

[See Current Regulatory Proceedings Details](#)

Status

Suspended Administratively

Regulatory History

None

City

North York, Ontario

- **CURRENT REGULATORY PROCEEDINGS**

Current Regulatory Proceedings ongoing. For public case documents and scheduling information, please consult the Law Society Tribunal's website at www.lawsocietytribunal.ca or contact tribunal@lso.ca.

The information in this directory was prepared *Friday April 14, 2023 at 7:19 AM*.

†A "**Yes**" in the Real Estate insured field indicates that lawyer has the required insurance to provide Real Estate Services to the public.

The directory includes regulatory history information from February 27, 1986 onward. Discipline and other regulatory hearings that resulted in the ordering of a "Reprimand in Committee" or an "Admonition", while public, are not publishable and, therefore, are not included in this directory. It takes time for the directory to be updated with certain regulatory information. Contact the Law Society to ensure you have complete, up-to-date information. Your use of this directory is governed by and subject to the Legal Notice. You should check the [Legal Notice](#) from time to time to keep informed of any changes or additions.

THIS IS **EXHIBIT "D"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF436400C73D450

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



CIBC Small Business Credit Agreement and Guarantee

Business' Legal Name (and Trade Name if applicable) (also referred to as the "Business") 1340182 ONTARIO LIMITED. Address 1888 WILSON AVE., TORONTO, , Ontario M9M 1A7 Canada Contact Name KAZEMBE, COURTNEY Telephone Number Fax Number (416) 633-8311 CIBC Reference Number Business Structure 7019774371 Corporation		CIBC Branch Transit/Location 322 - QUEENSWAY & ATOMIC BANKING CENTRE Address 1580-1582 THE QUEENSWAY ETOBICOKE, , Ontario M8Z 1V1 Contact Name and Title Adrian Bailey , BA Telephone Number Fax Number 416 255 4483 EXT 347 416 255 4675
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We, Canadian Imperial Bank of Commerce ("CIBC"), offer the Business, subject to the terms of this CIBC Small Business Credit Agreement and Guarantee, the following credit facilities (each, a "Credit"), each payable on demand.¹

CREDIT B: Small Business Loan (as set out below) **CAD** or **USD**

Description Small Business Loan Loan Amount \$ 945,000.00	Interest Rate <input checked="" type="checkbox"/> CIBC Prime Rate plus 0.000 % per year, OR <input type="checkbox"/> Fixed Rate of % per year which is % above the current CIBC Base Rate of % for a year term
--	---

Scheduled Payments
 Until demand, the Business agrees to pay to CIBC the following Scheduled Payments for this Small Business Loan:

an initial payment (for new loans only) of \$,

120 regular monthly payments of \$ 4,962.31 each,

of blended principal and interest,

plus interest as described in this Credit Agreement.

The first/next regular monthly payment is due on August 20, 2019. The last payment plus any outstanding principal and interest together with any amount remaining due under this Small Business Loan, is due on the final payment date which is July 20, 2029. If scheduled payments consist of principal only, interest is payable monthly or as otherwise agreed.

Security Required

The Key Principal and any Principals indicated in the CIBC Small Business Credit Application as Proposed Guarantors must sign the Personal Guarantee section of this Credit Agreement.² Before making any Credits available, CIBC will also require, in addition to any security presently held, the following security:

Security/General Security Agreement giving CIBC a first charge over:

- All present and future personal or movable property.
- All present and future real or immovable property.

Collateral mortgage/immovable hypothec for \$ 945,000.00 giving CIBC a first charge over the property at 1888 WILSON AVE. , , TORONTO, Ontario M9M 1A7 Canada, WITH ASSIGNMENT OF RENTS plus assignment of Insurance/security on fire and other perils Insurance.

Pledge of cash or cash equivalent security by the Business

\$ in \$ in

\$ in \$ in

Guarantee and postponement of claim from In an amount that is limited to \$

- with independent legal advice (except in Quebec)

Other security as specified below:
UNLIMITED GTEE, KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION N, SUPPORTED BY. GSA 1ST.

¹ Excludes Canada Small Business Financing Loans ("CSBFL Credits").

² Personal Guarantees are not required from sole proprietors or individuals applying for credit for their Business. Excludes limited guarantors.

<input checked="" type="checkbox"/> Guarantee and postponement of claim from COURTNEY A KAZEMBE in an amount that is unlimited, and secured by:		
<input type="checkbox"/> Collateral mortgage/immovable hypothec for \$	giving CIBC a	charge over the property at
plus assignment of insurance/security on fire and other perils insurance, prior charges not to exceed \$		
<input type="checkbox"/> Pledge of cash or cash equivalent security		
\$	In	\$ In \$ in
<input type="checkbox"/> with independent legal advice (except in Quebec)		
<input type="checkbox"/> Other security as specified below:		


Fees: You agree to pay the following fees:

Setup Fee \$ 0.00 (Payable on or before the Offer Expiry Date)	Annual Review Fee \$ 150.00 (Payable annually, on the anniversary of the Effective Date)	Amendment Fee \$ 150.00 (Payable when this Credit Agreement is amended)
Offer Expiry Date August 8, 2019	Offer Effective Date July 9, 2019	

CIBC's Offer

We are pleased to offer the Business these Credits. Please indicate acceptance of these Credits by returning a signed copy of this offer to CIBC at the address shown above on or before the Offer Expiry Date. Any Credit in respect of which we have not (a) received a signed copy of this offer on or before the Offer Expiry Date, and (b) made available to the Business within 30 days of the Offer Expiry Date, will be cancelled unless otherwise agreed by CIBC in its sole discretion. Any Credit for which we have received a signed copy of this offer by the Offer Expiry Date and which we have made available within 30 days of the Offer Expiry Date will not be cancelled. If the financial circumstances of the Business, the Key Principal, a Principal, or any Guarantor, upon which approval of these Credits was based, changes prior to the date we make any Credit available to the Business, we may, without notice to the Business or any Guarantor, cancel any Credit or change the terms of such Credit in accordance with our internal credit approval processes as of that date and based on such information.

This offer is only available if the Key Principal and any Principals indicated in the CIBC Small Business Credit Application as Proposed Guarantors sign the Personal Guarantee section of this CIBC Small Business Credit Agreement and Guarantee.³


X 	Adrian Bailey	July 11, 2019	2006/11
Signature of Bank Officer	Name of Bank Officer	Date	Version Provided

Business Acceptance

Additional terms on page 4 and the terms and conditions in the CIBC "Small Business Credit Terms and Conditions" booklet³ and the "CIBC Business Credit Card Agreement (Business Liability)" as applicable, form part of this offer and this CIBC Small Business Credit Agreement and Guarantee.

The Business accepts the offer above and agrees with CIBC, as of the Offer Effective Date, to the terms of this CIBC Small Business Credit Agreement and Guarantee. Each person who signs on the Business' behalf below, acknowledges, on behalf of the Business, having received and read the CIBC "Small Business Credit Terms and Conditions" booklet.³

Quebec residents only: It is the express wish of the parties that this document and any related documents be drawn up in English. *Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.*


X 	COURTNEY A KAZEMBE	15/07/2019
Signature of Key Principal/Principal No. 1	Name	Date

³ Personal Guarantees are not required from sole proprietors or individuals applying for credit for their Business. Excludes limited guarantees.

Personal Guarantee(s)

Additional terms on page 4 and the terms and conditions in the CIBC "Small Business Credit Terms and Conditions" booklet** and the "CIBC Business Credit Card Agreement (Business Liability)" as applicable, form part of this offer and this CIBC Small Business Credit Agreement and Guarantee.

Each Key Principal and Principal signing below as Guarantor acknowledges having received and read the CIBC "Small Business Credit Terms and Conditions" booklet** and agrees to guarantee, in accordance with the terms of this CIBC Small Business Credit Agreement and Guarantee, the obligations of the Business to CIBC. The liabilities of the Guarantor(s) to CIBC shall be joint and several (in Quebec, solidary).



Signature of Guarantor

COURTNEY A. KAZEMBE

Name of Guarantor

07/15/2019

Date

Additional Terms

Each of the Business and the Guarantor(s) agree to the following (where "I", "me" and "my" refer to the Business or the Guarantor, as the case may be):

CIBC may collect information during the course of my relationship with CIBC from credit bureaux, government registries, reporting agencies, other financial institutions, and references I provide CIBC. CIBC may also disclose information to credit bureaux, reporting agencies, and financial institutions. (The word "information" means financial and financially-related information about me, including, without limitation, (i) information to identify me or locate me (or any collateral I have pledged), (ii) information to qualify me for products and services, (iii) any motor vehicle information, where applicable, or (iv) information that CIBC needs for regulatory requirements.) CIBC may use information to identify me or locate me, protect me and CIBC both from fraud and error, understand my needs and eligibility for services, recommend particular products and services to meet my needs, provide ongoing service, and comply with legal and regulatory requirements. This is explained in the CIBC privacy brochure, *Your Privacy Is Protected*, available at any branch or www.cibc.com, which describes how the CIBC group collects, uses, discloses, and retains information about me and the products and services I use.

Specific Consents:

- (a) Direct Marketing: CIBC may tell me about products and services through direct mail, telephone, and other direct means.
- (b) Disclosure within the CIBC group: CIBC may share information within the CIBC group so that the CIBC group may tell me about products and services.

If I don't wish to consent to (a) or (b), I can contact CIBC at 1 800 465-CIBC (2422) at any time. I understand that the Business (or, in the event that I am a Guarantor and such consents relate to personal products or services, I) will not be refused credit or other services just because I withdraw my consent to (a) or (b). The CIBC group includes CIBC and its subsidiaries that currently offer deposits, loans, mutual funds, securities trading, mortgages, trust and insurance services.

Each of the Guarantors agree to the following:


My obligation to CIBC to pay the liabilities of the Business owing to CIBC is unlimited, absolute and unconditional and will not be reduced for any reason, including (without limitation): (i) Credit Limit changes, (ii) interest rate changes, (iii) Spread changes, (iv) Credit changes or changes to any of the terms of this CIBC Small Business Credit Agreement and Guarantee, (v) changes to the amortization period of a Credit, (vi) any renewal, extension or amendment of this CIBC Small Business Credit Agreement and Guarantee (whether or not I approve or consent to such renewal, extension or amendment), (vii) problems with any security granted to CIBC, (viii) failure of CIBC to exhaust its recourse against the Business, or (ix) any other event that would be a common law, civil law or equitable defense to my obligations, and I hereby waive, to the extent permitted by law, my right to receive notice of any renewal, extension, amendment or any other notice in relation to any Credit(s) or this CIBC Small Business Credit Agreement and Guarantee. CIBC may debit any account I have with CIBC for any amount I owe to CIBC under this personal guarantee. My liability under this personal guarantee shall continue in effect until such time as all of the liabilities of the Business to CIBC under this CIBC Small Business Credit Agreement and Guarantee or any renewal, extension or amendment thereof, are repaid in full.

All capitalized terms used but not defined are as defined in the CIBC "Small Business Credit Terms and Conditions" booklet"

Security and Guarantees: If security and/or a personal guarantee has been granted for any Credit, in the event that there are any conflicts between the CIBC "Small Business Terms and Conditions" booklet" and the terms of the security and/or guarantee document, the terms of the security document or the guarantee document, as the case may be, will apply. Part IV Section 1(c), Part V and Part VI of the CIBC "Small Business Terms and Conditions" booklet" will not apply if a general security agreement or hypothec is given on CIBC's standard form Security Agreement or any other form which is satisfactory to CIBC in its sole discretion. Part VII of the CIBC "Small Business Terms and Conditions" booklet" will not apply if a personal guarantee is given on CIBC's standard form Guarantee or any other form that is satisfactory to CIBC in its sole discretion. All references to a general security agreement, personal guarantee, guarantee or "Guarantor", as the case may be, in the CIBC "Small Business Terms and Conditions" booklet" will be read as if referring to the Security Agreement or Guarantee that does not form part of the CIBC "Small Business Terms and Conditions" booklet", or the Guarantor that has signed a separate Guarantee, as applicable.

Replacements: This Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the Credits contained in this Credit Agreement. This Agreement does not however serve to operate as a novation. To the extent necessary, CIBC reserves all of its rights in respect of any security (including any hypothec) that has been granted to secure my obligations with respect to the Credits.

THIS IS **EXHIBIT “E”** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

BF136400C72D4F9...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



Amendment to Credit Agreement for CIBC Business Loan Cash Back Offer

Business Legal Name

1340182 ONTARIO LIMITED

Business Address

1888 WILSON AVE

City

TORONTO

Province

ONTARIO

Postal Code

M9M 1A7

Business Telephone No.

(416) 633 - 8311 Ext.

Account Information

Branch / Transit

00322 / 2978814

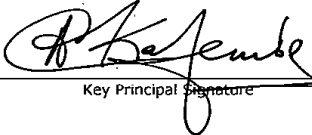
CIBC Reference Number

7019774371

Unless otherwise defined in this Amendment Agreement, all capitalized terms contained in this Amending Agreement have the same meaning as defined in the CIBC Small Business Credit Agreement and Guarantee, the Small Business Credit Terms and Conditions booklet, and any other documents relating to the above-noted credit facility (the "Credit Documents"). All other terms and conditions set out in the Credit Documents will remain in full force and effect. You also understand and agree as follows:

Cash back will only be calculated based on the amount of the eligible variable rate Loan, or the increase in the amount of an existing variable rate loan, as the case may be. Maximum cash back amount is \$10,000 across multiple loans in your name. The cash back offer does not apply to government-assisted loan programs such as Canada Small Business Financing Loans (CSBFL), loan conversions, renewals, Small Business Overdraft, lines of credit, or fixed rate, fixed term loans. CIBC reserves the right, in its sole and absolute discretion, to disqualify you from the cash back offer at any time during the term of the Loan, if CIBC reasonably determines (using any evidence or other information made available to or otherwise discovered by CIBC) that you may be manipulating or otherwise abusing the process, fairness, integrity or operation of the cash back offer

By signing below, you acknowledge having received a copy of the Amending Agreement and agree to the terms in it.

07/15/2019
Date (mm/dd/yyyy)COURTNEY KAZEMBE
Key Principal Name (print)x 
Key Principal Signature



Small Business Change of Loan Details Agreement

Name of Borrower(s)

1340182 ONTARIO LIMITED.

Branch Queensway and Atomic	Bank Reference Number 010	Date March 23, 2020
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(This form is only to be used for Small Business Credits approved on Business CLASS.)

The Business acknowledges that it has an outstanding loan (the "Loan") with CIBC. The Business wishes to make changes to the Loan arrangements in the manner described below effective as at the date set out above:


1. CDS Account:	Transit: 322	Account No.: 2978814
<hr/>		
2. Increase in Payment Amount (Blended or Principal + Interest Payments): Change the Payment Amount	From: \$	To: \$
	Last payment date changed to:	(mm/dd/yyyy)
<hr/>		
3. Payment Date (Principal + Interest Payments): Change the payment date. The Business understands that the interest owing for the period between the day the payment would ordinarily be due and the new payment date will be included in the next payment due. The Business also understands that this may result in an increase in the amount due at the last payment date.	From: (mm/dd/yyyy)	To: (mm/dd/yyyy)
	Last payment date changed to:	(mm/dd/yyyy)
<hr/>		
4. Payment Extension (Principal + Interest Payments): No Principal Payment: Allow the Business to pay interest only on the Loan and defer principal payments until the date shown on the right. The Business understands that interest will continue to accrue during the extension period. Deferring the payment of the principal will extend the last payment date of the Loan by a time period equal to that of the extension.	Extension begins:	(mm/dd/yyyy)
	Principal Payments resume:	(mm/dd/yyyy)
	Last payment date changed to:	(mm/dd/yyyy)
<hr/>		
5. Payment Extension (Principal + Interest Payments) (No Payment): Allow the Business to make no principal or interest payments on the Loan until the date shown on the right. The Business agrees that the unpaid interest accrued during the extension period will be deducted from the principal portion of the next payment made on the Loan. The Business agrees that by not making payments during this period, the last payment date of the Loan will be extended. Regular installment payments of principal and interest will resume on the date shown at the right. The Business understands that by not making any payments, the last payment on the Loan may be larger than previously anticipated.	Extension begins:	03/23/2020 (mm/dd/yyyy)
	Principal Payments resume:	10/24/2020 (mm/dd/yyyy)
	Last payment date changed to:	09/24/2020 (mm/dd/yyyy)
<hr/>		
6. Repayment Method	From: <input type="checkbox"/>	To: <input type="checkbox"/>
	<input type="checkbox"/> Automatic Debit:	<input type="checkbox"/> Automatic Debit: Transit _____
	<input type="checkbox"/> Over the counter:	<input type="checkbox"/> Over the counter: Account Number _____
		(payments attached) <input type="checkbox"/>

Except as described in this Agreement, all other terms of the Loan remain the same. For greater certainty, The Business agrees that these changes do not create a new Loan; this is simply a change to some of the details of the Loan. The Business acknowledges that any security that was given to CIBC in connection with the Loan continues in full force and effect, and the making of these changes does not limit or otherwise affect the validity of that security.

By signing below, the Business confirms that it has read this Agreement and agrees to its terms

03/23/2020 Date (mm/dd/yyyy)	 Borrower Signature	_____ Borrower Signature	_____ Borrower Signature	_____ Borrower Signature	_____ CIBC Representative
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THIS IS **EXHIBIT “F”** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

BF136400C72D4F9...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

Small Business

Credit Terms and Conditions

Version 2006/11



Small Business Credit Terms and Conditions

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Part I

General

1. Definitions.

Unless otherwise indicated:

- "CIBC", "we", "us" and "our" mean Canadian Imperial Bank of Commerce.
- "Business" means the business to whom Credit is granted under the Credit Agreement and on whose behalf a Principal and/or Key Principal has signed the Credit Agreement.
- "Business Day" means any day (other than a Saturday, Sunday or a legal holiday) that the CIBC Branch/Location which administers the Credit(s) is open for business.
- "Credit" means a credit facility contained in the Credit Agreement.
- "Credit Agreement" means the CIBC Small Business Credit Agreement and Guarantee the Business signed (or in respect of which the terms have been accepted through Online Banking or Telephone Banking) that governs the Credit(s), including these Small Business Credit Terms and Conditions (referred to as "this booklet") and any ancillary document referred to in the Credit Agreement or relating to the Credit(s), each, as may be amended from time to time.
- "Credit Limit" means the limit we set for any Line of Credit or Small Business Overdraft as indicated in the Credit Agreement or as otherwise set or amended by us.
- "Excess Interest Rate" means the variable reference interest rate per year (based on a 365 day year unless otherwise indicated) declared by CIBC from time to time to be its interest rate charged to customers that exceed their authorized Credit Limit or fail to comply with a payment obligation, which rate is currently an annual rate of 21%.
- "Guarantor" means any Principal, Key Principal or other Person that personally guarantees the Liabilities and to whom Part VII of this booklet applies.
- "Letters of Credit" or "LCs" means each documentary or standby letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.
- "Liabilities" means all the Business' present and future obligations, indebtedness and liabilities of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) to CIBC, wherever and however incurred and any unpaid balance thereof.
- "Line of Credit" means any line of credit that we make available to the Business under the Credit Agreement.
- "Loan" means any loan (including a Small Business Loan) that we make available to the Business under the Credit Agreement, including a Line of Credit that may have been converted to a term loan.

- "Person" means any natural person or artificial entity (including among others any firm, partnership, corporation, government or trust).
- "Principal" and "Key Principal" mean the individuals identified as such on the Credit Agreement or the related CIBC Small Business Credit Application, and may collectively be referred to as the "Principals" and individually as a "Principal".
- "Scheduled Payment" in respect of a Loan is as indicated in the Credit Agreement or as otherwise notified by us.
- Other capitalized terms have the meaning assigned in the Credit Agreement or are defined in context in this booklet.

2. **How we make Credit(s) available to the Business.** We may from time to time make available to the Business any of the Credits indicated in the Credit Agreement. The Credit(s) offered, the Credit Limit, the interest rate, Spread, minimum payments required and other terms of the Credit(s) and the Credit Agreement may be changed at our sole discretion and without prior notice (unless otherwise required). Such changes will take effect immediately or, in the event that we are required to provide the Business with prior notice under an applicable statute, regulation or otherwise, will take effect on the date indicated in such notice. These changes may apply to all amounts owing on or arising after the date the Business receives notice of the change. If agreement to such change is required by applicable law, regulation or otherwise, if the Business continues to use the Credit(s) after the date on which such changes will take effect (as may be indicated in any notice we send the Business), the Business will be deemed to have agreed to any such change.

Each of the Business and the Guarantor(s) should note that any changes to the Credit(s) may affect any creditor insurance (including CIBC Business Loan/Farm Credit Life Insurance). The Business and/or the Guarantor(s), as the case may be, should refer to the applicable insurance certificate, and should refer any questions to the relevant insurer.

3. **Interest rate.** The interest rates for Lines of Credit, the Small Business Overdraft and variable interest rate Loans, change automatically, without notice, with the CIBC Prime Rate or the CIBC U.S. Base Rate, as applicable.
- The interest rate for fixed rate Loans is fixed for the term of the Loan and is based on a Spread over the CIBC Base Rate (or the CIBC U.S. Base Rate, as applicable) for the same term. Although the annual interest rate is based on a full year, if a Loan is prepaid in full or in part (in accordance with the Credit Agreement) in the month of February of a leap year, per diem interest will be calculated on the basis of a 29-day month.
- The Business can find out what the CIBC Prime Rate, CIBC Base Rate or CIBC U.S. Base Rate is at any time by calling 1-800-465-CIBC (1-800-465-2422). We will calculate interest payable on the money the Business owes us at the agreed upon interest rate(s). For amounts in excess of any applicable Credit Limit identified in a Line of Credit, a Loan, or a Small Business Overdraft, we will charge the

Business the Excess Interest Rate. Interest is calculated on the daily balance of each Credit at the end of each day and charged monthly or as otherwise agreed. Interest that is charged and is unpaid compounds monthly and continues to compound whether or not CIBC demands payment or starts a legal action, or gets judgment against the Business or any Guarantor. Even in a leap year, interest is calculated by multiplying the then outstanding principal amount by the current interest rate in effect at the applicable time (or in the event the Excess Interest Rate is in effect for a portion of the principal outstanding, that portion of the principal is multiplied by the Excess Interest Rate), dividing the product by 365 (for a Line of Credit or Small Business Overdraft) or 366 (for a Loan) and multiplying the result by the number of days in the payment period during which such current (or Excess Interest Rate, as the case may be) was chargeable.

We may, from time to time, reduce the Spread on variable rate Line of Credit(s) for a defined period of time (a "promotional period") by sending the Business notice indicating the new Spread for the promotional period (the "promotional interest rate spread"), the date on which the promotional interest rate spread will begin and the date on which the promotional interest rate spread will end. The promotional interest rate spread will only apply to new amounts borrowed on the Business' Line of Credit during the promotional period and will not apply to any amounts owing prior to the promotional period. All amounts owing on or arising after the date when the promotional period ends will be subject to the original Spread that applied prior to the promotional period or such other variable rate of interest as we may advise.

- "Base Rate" or "CIBC Base Rate" means the current reference interest rate per year which varies by term as declared by CIBC from time to time to be its base rate for Canadian dollar loans made by CIBC in Canada.
- "Prime" or "Prime Rate" or "CIBC Prime Rate" means the variable reference interest rate per year declared by CIBC from time to time to be its prime rate for Canadian dollar loans made by CIBC in Canada.
- "U.S. Base Rate" or "CIBC U.S. Base Rate" means the variable reference interest rate per year declared by CIBC from time to time to be its base rate for U.S. dollar loans made by CIBC in Canada.
- "Spread" means the amount expressed as a percentage that is added to the CIBC Prime Rate, the CIBC Base Rate or the CIBC U.S. Base Rate, as the case may be, for purposes of calculating the interest rate for variable or fixed rate Loans, Lines of Credit and Small Business Overdrafts.

4. **How the Business pays interest, service charges, fees and payments.** Unless the Business has made other arrangements with us, we will automatically debit the Business' CIBC business operating account for interest, service charges, fees and payments (including Scheduled Payments) owing on the Business' Line of Credit, Small Business Overdraft and/or Loan. Such amounts are payable at the frequency specified in the Credit Agreement or as otherwise advised by us.

We may at any time set-off and apply any deposits held by us and any other amounts owed by us to or for the Business' Credit(s) against any and all of the Liabilities, even though we have not made any demand and even though any such

* Notwithstanding the above, in the event that the Business is prepaying a Loan that has a variable interest rate, interest is calculated by multiplying the then outstanding principal amount by the current interest rate in effect, dividing the product by 365 (even in a leap year) and multiplying the result by the number of days left in the payment period up to (but not including) the prepayment date.

Liabilities may not yet be due and payable. We may apply such set-off to any account the Business has with CIBC notwithstanding that such account is not used for the Business' Loan, Line of Credit, Small Business Overdraft or the Business' CIBC business operating account. The Business expressly waives any right it may have to notice required for such set-off.

We may change the fees in relation to the Credit(s) and may charge additional fees and/or charges for overdraft or any default, each as notified by us to the Business either verbally or in writing, as set out on the next CIBC business operating account statement, or as specified in the Credit Agreement from time to time. If required by applicable law, regulation or otherwise, we will give the Business the required amount of notice of any such change; otherwise, such change will be effective immediately.

The Business will reimburse us for all reasonable fees (including legal fees) and out-of-pocket expenses incurred in (i) performing any searches or preparing or filing any registrations in relation to the approval, maintenance, review, renewal or amendment of the Credit(s); (ii) preparing, registering, maintaining, renewing, reviewing, substituting or amending any security; (iii) responding to requests for waivers, amendments, renewals and other matters relating to the Credits; (iv) enforcing our rights under the Credit Agreement or any security; and (v) discharging, substituting or replacing any security, and such amounts will form part of the Liabilities. Unless the Business has made other arrangements with us, we will automatically debit the Business' CIBC business operating account for any of these amounts owing to us on the date when they are payable as advised by us.

Subject to Part III, Section 4 of this booklet, the Business may not make payments on any Credit using funds borrowed from CIBC or drawn on any other CIBC credit facility or credit account in the name of the Business, a Key Principal, Principal or Guarantor.

5. **Payments.** If there is a disruption in postal service, it is the Business' responsibility to contact us to find out what payments and interest are owing on the Credit(s) and when they are due. We will calculate payments of principal and interest or principal plus interest, according to the terms of the Credit Agreement; however, we may change the amount of any payments required, the type of payment to be made (including without limitation, changing a Loan requiring principal and interest payments to be made to a Loan requiring blended principal plus interest to be paid) and the amortization period, at any time. We will notify the Business of any such changes and they will become effective immediately unless we are required to give advance notice or require consent by applicable law, regulation or otherwise to make such changes, in which case such changes will become effective on the date indicated in the applicable notice or consent. If any payment is due on a day other than a Business Day, it may be paid the next Business Day.
6. **How we may demand payment.** It is important to us that the Business succeeds. We may, however, at our discretion, without notice, demand immediate repayment of any outstanding amount under any Credit. We may also, at any time, and for any reason, cancel the unused portion of any Credit. Each Credit is payable on

demand unless otherwise advised by us, notwithstanding that it may be payable by regularly Scheduled Payments. If we demand payment, the Business will immediately repay us the Liabilities in full.

- 7. Applying money received.** All payments and money we receive for any Credit (including any money we recover from any security or any Guarantor) may be applied on such parts of the Liabilities as we may determine in our sole discretion.
- 8. Fees.** The Business agrees to pay the Loan Administration Fee, the Setup Fee, Annual Review Fee, Amendment Fee and any other fee stated in the Credit Agreement or otherwise advised by us. The Loan Administration Fee is payable monthly on the last Business Day of each month, beginning on the last Business Day of the month in which the Business' Line of Credit or Small Business Overdraft is made available. The Setup Fee is payable when the Business signs the Credit Agreement. The Amendment Fee is payable whenever the Business signs an amendment to the Credit Agreement. We will charge the Annual Review Fee not more than once every 12 months from the Offer Effective Date.
- 9. Foreign Currency Conversion.** If the Business has an obligation to us in a foreign currency under any Credit, then currency changes may affect whether the Credit Limit has been exceeded. To determine the amount available under any Credit at any time, we will convert all foreign currency amounts to Canadian dollars (or in the case of a Credit in U.S. dollars, to U.S. dollars) using our current rates. Funds that are withdrawn or deposited to the Business' CIBC business operating account in a currency other than that of the CIBC business operating account will be converted to the currency of the account at the exchange rate set by CIBC according to our usual practice.
- 10. Judgment Currency.** If, for the purpose of obtaining judgment in any court, it is necessary to convert into Canadian dollars a sum due in U.S. dollars, the rate of exchange used shall be that at which, in accordance with normal banking procedures, CIBC could purchase U.S. dollars with Canadian dollars on the Business Day preceding that on which a final judgment is given. The Business' obligation in respect of any such sum due to CIBC shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the Business Day following receipt by CIBC of any sum adjudged to be so due in Canadian dollars, CIBC may, in accordance with normal banking procedures, purchase U.S. dollars with Canadian dollars. If the U.S. dollars so purchased are less than the sum originally due to CIBC in U.S. dollars, each of the Business and the Guarantor(s) agrees as a separate obligation and notwithstanding any such judgment, to indemnify CIBC against such loss and if the U.S. dollars so purchased exceed the sum originally due to CIBC in U.S. dollars, CIBC agrees to remit such excess to the Business or its assigns.

- 11. Information requirements and confidentiality.** (This Section 11 applies to the Business and each Key Principal and Principal of the Business (both in their capacity as Guarantor and as Key Principal and/or Principal of the Business)); Each Key Principal and Principal certifies that all the information that has been provided with respect to the Credit Agreement (including the information provided in the CIBC Small Business Credit Application) or any related document is correct. We may from time to time reasonably require a Key Principal or Principal to provide further information, either in respect of the Business or in their personal capacity as Guarantor. The terms of the Credit Agreement are confidential between CIBC, the Business and the Guarantors. Each of the Business, Key Principal(s), Principal(s) and Guarantor(s) agree(s) not to disclose the contents of the Credit Agreement to anyone except their professional advisors or as otherwise permitted by us. The Business allows us to give a copy of the Credit Agreement and any security to the persons and for the reasons indicated in Section 18(e) of this booklet.

Each of the Business and the Guarantors acknowledges that we may offer the Business Credit(s), and that we may assign such Credit(s), or the Business' liabilities thereunder, to another entity, CIBC subsidiary or CIBC business unit (the "beneficial owner"), whether or not such beneficial owner is named in the Credit Agreement or any other document referencing such Credit(s). Each of the Business and the Guarantors agrees that we may disclose any information relating to such Credit(s) (including any personal guarantee) to such beneficial owner (including, without limitation, any personal information), or its agents, any assignee of such beneficial owner, and any service provider (as defined below). Personal information includes all information provided by a Key Principal, Principal or Guarantor or obtained by us in connection with the CIBC Small Business Credit Application and/or the Credit Agreement, and any ongoing information and documentation about the Business, any Guarantor, or the Business' Credit(s), to the extent required by the beneficial owner, its agent or assignee, or any service provider, to enable such person to administer the Credit(s) and exercise its rights thereunder. "Service Provider" means a person or entity that has been engaged in connection with the servicing, maintenance, collection or operation of the Business' Credit(s) or the provision of services or benefits to the Business and/or any Guarantor (including loyalty programs).

- 12. Changes to the Credit Agreement.** We may change the terms of the Credit Agreement at any time in our sole discretion and without prior notice (unless otherwise required). If we make such changes, they will take immediate effect or, in the event that we are required to provide the Business with prior notice under an applicable law, regulation or otherwise, they will take effect on the date indicated in such notice. Such changes will apply to all amounts owing on or arising after the date of the amendment.
- 13. Ending the Credit Agreement.** The Credit Agreement will remain in effect until we have been repaid all amounts owing under all Credit(s) (including amounts that have accrued but are not yet due), there are no further Liabilities owing, and we have received notice from the Business that the Business wishes to end the Credit

Agreement, or we have given notice to the Business that we are ending the Credit Agreement. If there is any outstanding liability or contingent liability to any beneficiary under any Letter of Credit, or under any foreign exchange contract, the Business must also provide cash or equivalent security or prepayment satisfactory to us before the Credit Agreement may be terminated.

- 14. Foreign withholding tax.** If the Business is required by any foreign government to withhold any portion of an amount payable to us, then the amount payable by the Business shall be increased so as to yield to us on a net basis, the amount specified in the Credit Agreement.
- 15. Insurance.** In addition to any specific insurance requirements set out in the Credit Agreement or any security document granted in relation to any Credit, all the Business' property (including without limitation, the Collateral (as defined in Section 1 of Part V of this booklet)) will be kept insured (to the full insurable value) against loss or damage by fire and all other risks usual for similar property (plus for any other risks CIBC may reasonably require). If CIBC requests, these policies will include a loss payee clause, and if CIBC is taking security over land, the appropriate mortgage clause (in Quebec, hypothecary clause), each to name CIBC as the loss payee or mortgagee, as applicable, and in any event, the Business hereby assigns and hypothecates all insurance proceeds in relation to the above mentioned assets and property to CIBC. If CIBC asks, the Business agrees to give us either the policies themselves or adequate evidence of their existence (satisfactory to CIBC) and agrees to sign any other documentation or take such steps as CIBC may reasonably require to give effect to this provision. CIBC may collect insurance proceeds referred to above without any further authorization from the Business. If the Business' insurance coverage for any reason stops, we may (but do not have to) insure the Business' property. The Business agrees to immediately reimburse us for those costs and such amounts will form part of the Liabilities. Finally, the Business agrees to notify us immediately of any loss or damage to the Business' property.
- 16. Environmental.** The Business will carry on business and maintain its property in accordance with all applicable environmental laws, regulations and guidelines. If
- a) there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with either the Business or the Business' property, and CIBC pays any fines or incurs any costs or expenses for any cleanup,
- or
- b) CIBC incurs any costs or expenses or suffers any loss or damage as a result of
- the Business agrees to reimburse CIBC, our directors, officers, employees and agents for any and all losses, damages, fines, costs, expenses and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If CIBC asks, the Business will

defend any lawsuits, investigations or prosecutions brought against CIBC or any of our directors, officers, employees and agents in connection with any Discharge. The Business' obligations hereunder to CIBC will form part of the Liabilities however, such obligations will continue even after all Credits have been repaid and the Credit Agreement has terminated. CIBC may automatically debit the Business' CIBC business operating account for these amounts.

- 17. Proof of debt.** The Credit Agreement provides the proof between CIBC and the Business of the Credit(s) that have been made available to the Business. There may be times when the type of Credit the Business has requires additional documents to be signed. Throughout the time that we provide the Business credit under the Credit Agreement, our accounting records will provide complete proof of all terms and conditions of the Credits (such as principal loan balances, interest calculations, and payment dates).
- 18. General.**
- a) **No representations.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of the Credit Agreement other than as specifically set out in the Credit Agreement, and in particular nothing contained in the Credit Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation. The Credit Agreement constitutes the entire agreement between the Business, the Guarantor(s) and CIBC. The terms of the Credit Agreement supercede any prior arrangement or agreements between the Business, (and/or any Principal and/or any Guarantor) and CIBC, in relation to any Credit governed by the Credit Agreement.
 - b) **Joint and Several Liability.** Unless applicable law in respect of the organization of the Business says otherwise, if more than one Person signs the Credit Agreement on behalf of the Business, the obligations of such Persons will be joint and several (in Quebec, solidary). If more than one Person signs the Credit Agreement as Guarantor, the obligations of such Guarantors will be joint and several (in Quebec, solidary).
 - c) **Severability.** Any provision of the Credit Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of the Credit Agreement.
 - d) **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa. The headings in this booklet are for convenience only and do not limit or extend the provisions of this booklet.
 - e) **Copy of Agreement.** The Business allows us to (i) provide particulars of any of the Credits where we determine it is necessary for purposes of approving, setting up, maintaining, renewing, reviewing, amending, restating, replacing or discharging any Credit or any security, and (ii) give a copy of the Credit Agreement and any security granted by the Business or any other person to CIBC, to each Guarantor (as well as to any future Guarantors) and any signing

officer of the Business that we have on file as an authorized signing officer of the Business, each as we may determine necessary, together with copies of all renewals, replacements, restatements, supplements or amendments to the Credit Agreement or any security. Each party signing the Credit Agreement on behalf of the Business or as Guarantor acknowledges receipt of a copy of the Credit Agreement and this booklet.

- f) **Waivers.** If the Credit Agreement is governed by the laws of Saskatchewan and the Business is a corporation, the Business agrees that *The Limitation of Civil Rights Act*, *The Land Contracts (Actions) Act* and Part IV (excepting only section 46) of *The Saskatchewan Farm Security Act* do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect the Credit Agreement, the rights of CIBC under the Credit Agreement or any instrument, charge, security agreement or other document of any nature that renews, replaces, restates, supplements, amends, extends or is collateral to the Credit Agreement.
- g) **Benefit and Assignment.** The Credit Agreement will be for the benefit of and be binding upon
- i) CIBC, its successors and assigns, and
 - ii) the Business, and as applicable, its heirs, executors, administrators, successors and permitted assigns, and
 - iii) each Key Principal and Principal (both in his or her capacity as Principal of the Business and as Guarantor) and his or her heirs, executors, administrators, successors and permitted assigns.
- Where permitted by law, the personal guarantee provided by each Guarantor in the Credit Agreement binds the estate of each such Guarantor upon death.
- Neither the Business nor any Guarantor will assign the Liabilities or the obligations under their Personal Guarantee, respectively, under the Credit Agreement without CIBC's prior written consent.
- h) **Information.** CIBC may from time to time give any credit or other information about the Business or any Principal or Guarantor to, or request or receive such information from, any credit bureaux, government registries, reporting agencies or other Persons, including, without limitation, any financial institution, CIBC subsidiary or CIBC business unit. The word "Information" means financial and financially-related information, including, without limitation, (i) information to identify or locate the Business or such Principal or Guarantor (or any collateral that has been charged or pledged), (ii) information to qualify the Business or such Principal or Guarantor for products and services, (iii) any motor vehicle information, where applicable, or (iv) such other information that CIBC requires or must report for regulatory purposes or otherwise.
- i) **Notices.** CIBC may give the Business or any Guarantor notice in relation to any Credit or the Credit Agreement in person or by telephone, or by letter that is sent either by fax or by mail (by ordinary first class mail) sent to the most recent address as shown in our records and will be considered to have been received by

the fifth day after mailing. It is the responsibility of each Principal (both in his or her capacity as Principal of the Business and as Guarantor) to notify CIBC of any change to the address of the Business or such Guarantor. If CIBC is not advised of such change of address, the last known address we have will be deemed to be the current address for purposes of notice and service to the Business and/or Guarantor(s). We will regularly mail the Business statements or provide the Business with access to electronic statements monthly (unless there have been no advances or payments during the statement period and we are not required to send the Business a statement).

- j) **Governing Law.** The Credit Agreement shall be governed by and construed in accordance with the laws of the province or territory where the Business has its principal place of business at the time of signing the Credit Agreement, and if the Business has more than one principal place of business, where the Business has its chief executive office. The courts of that province or territory shall have jurisdiction over any dispute arising out of or in relation to the Credit Agreement or any Credit. Each of the Business, the Principal(s), and Guarantor(s) submit to the exclusive jurisdiction of that province or territory.
- k) **Indemnity.** The Business hereby indemnifies and agrees to hold CIBC harmless from all losses, damages, costs, demands, claims, expenses (including out-of-pocket expenses) and other consequences which CIBC may incur, sustain or suffer, other than pursuant to its own negligence or wilful misconduct, in relation to any of the Credits or any security given in relation to the Credits, or enforcing or protecting the provisions thereof, including without limitation, legal and other professional expenses reasonably incurred by CIBC and whether incurred in defending any action brought against CIBC, or in any proceedings brought by CIBC against the Business, any Guarantor or with respect to the Business' or any Guarantor's property charged or pledged to CIBC for the purpose of protecting, taking possession of, holding or realizing such property, or otherwise in connection with such actions. Any amounts due under this indemnity shall form part of the Liabilities.
- l) **Limitation Period.** To the extent permitted by law, a party to the Credit Agreement (the "Claiming Party") may bring an action against another party to the Credit Agreement in respect of any loss or damage that occurs as a result of an act or omission on the part of another party (the "Defaulting Party") within six (6) years from the date (i) the Claiming Party first knew the loss or damage occurred and was contributed to by an act or omission of the Defaulting Party, or (ii) on which a reasonable person with the abilities and circumstances of the Claiming Party ought to have known of the matters referred to in (i) above. This provision does not apply to Credit Agreements that are governed by the laws of the Province of Quebec.

Part II

About the Business' Loan

This Part II applies to any Loan Credit.

1. **Non-revolving Loans.** Unless otherwise stated in the Credit Agreement, any Loan is non-revolving. This means that any principal payment made permanently reduces the available Loan amount and may not be re-borrowed.
2. **Repayment of Loans.** Loans may have either blended payments or payments of fixed principal amounts plus interest, as described below:
 - a) **Blended payments.** If a Loan has blended payments, the amount of each Scheduled Payment (principal and interest combined) is fixed for the term of the Loan unless we change it, in which case the change will take effect immediately (unless we are required to give prior notice by applicable law, regulation or otherwise, in which case the change will take effect on the date indicated in such notice) and we will provide the Business with notice of the new Scheduled Payment amounts and/or new terms of such Loan. The principal portion and interest portion of each Scheduled Payment varies depending on the balance of the Loan outstanding, and, if the Loan has a variable interest rate, any changes in the rate. Decreases in the interest rate will increase the principal portion of each Scheduled Payment. Increases in the interest rate will decrease the principal portion of each Scheduled Payment.
 - b) **Payments of principal plus interest.** If a Loan has regular Scheduled Payments of principal plus interest, the principal amount of each Scheduled Payment is fixed, unless we change it, in which case the change will take effect immediately (unless we are required to give prior notice by applicable law, regulation or otherwise, in which case the change will take effect on the date indicated in the notice) and we will provide the Business with notice of the new Scheduled Payment amounts and/or new terms of such Loan. The interest amount of each Scheduled Payment varies depending on the balance of the Loan outstanding, and, if the Loan has a variable interest rate, any changes in the rate.

The amount of each Scheduled Payment and the due date for such payments will be as advised by CIBC.

In the event that a balance remains outstanding on a Loan at the end of the term indicated in the Credit Agreement, the entire outstanding amount of such Loan (including any principal, accrued but unpaid interest and any fees or expenses owing to us) shall become immediately due and payable unless renewed for a further term as determined by CIBC in its sole discretion.

CIBC may at any time change the interest rate, term, Spread, other terms of a Loan, and the type of repayment we require, including, without limitation, changing a blended payment Loan to payments of principal plus interest, or to any other type of Loan. We may also change the amortization period on a Loan, the amount of the Scheduled Payments to be made and/or the frequency of the Scheduled Payments, each without advance notice (unless required by an applicable law, regulation or otherwise) and such changes will become effective immediately
3. **Making Loan payments.** The Business agrees to make Scheduled Payments on a Loan as outlined in the Credit Agreement, or as otherwise notified by us in accordance with this booklet, at the times and in the amounts indicated by CIBC in writing or otherwise.
4. **Prepayment of fixed rate Loans.** Subject to the paragraph below regarding prepayment of fixed rate fixed term Loans with a term greater than five years, if:
 - a) the Business is a sole proprietorship or an individual and (i) the fixed interest rate Loan is secured by a mortgage on real property (in Quebec, an immovable hypothec) or (ii) the original principal of the Loan is \$100,000 or more, or
 - b) the Business is a corporation, association or partnership,

then notwithstanding any other reference to prepayment fees in the Credit Agreement and subject to the conditions below, full or partial prepayment of a fixed rate fixed term Loan is permitted provided that the Business pays us a prepayment fee equal to the greater of:

 - c) three months' interest calculated at the interest rate payable on the Loan on the amount prepaid on the date on which the prepayment is made (plus any discount the Business received on its existing annual interest rate on the Loan, if applicable); and
 - d) the Interest Rate Differential for the remainder of the term of the Loan, determined in accordance with the standard formula used by CIBC (determined in accordance with CIBC's usual banking practice) in these situations.

"Interest Rate Differential for the remainder of the term" means the difference between the net present value of the fixed rate fixed term Loan and the amount being prepaid. For purposes of calculating the Interest Rate Differential for the remainder of the term for fixed rate fixed term Loans, the calculation of "net present value of the fixed rate fixed term Loan" is based on a formula (determined in accordance with CIBC's usual banking practice) that takes into account (i) CIBC's Cost of Funds for the fixed rate fixed term Loan at the time the Loan was made, (ii) the number of interest periods (i.e. weekly, monthly, quarterly, etc.) remaining in the term of the fixed rate fixed term Loan (calculated from the beginning of the last interest period that falls on or before the date of prepayment), (iii) the amount of principal and interest that would have been payable for each regularly scheduled payment period (i.e. weekly, monthly, quarterly etc.) and/or interest period, as the case may be, had the fixed rate fixed term Loan not been prepaid, (iv) the remaining amortization period of the fixed rate fixed term Loan, and (v) CIBC's Cost

of Funds to provide a new fixed rate fixed term Loan on the date of prepayment for a term closest to the remaining period of the fixed rate fixed term Loan for which CIBC has posted interest rates (as indicated in the Fixed Rate Fixed Term Loan Reinvestment Table below).

The following table indicates the term that CIBC will use to calculate the Interest Rate Differential for the remainder of the term by setting out the period that CIBC will use as the term to reinvest in a fixed rate Loan for a fixed term. Column A lists the remaining period in the term of the existing fixed rate fixed term Loan, and Column B lists the term used to determine the Cost of Funds to reinvest in the same type of Loan on the prepayment date:

Fixed Rate Fixed Term Loan Reinvestment Table	
Column A	Column B
Less than or equal to 3 months	Monthly basis
Greater than 3 months and less than or equal to 17 months	1 year
Greater than 17 months and less than or equal to 29 months	2 years
Greater than 29 months and less than or equal to 41 months	3 years
Greater than 41 months and less than or equal to 53 months	4 years
Greater than 53 months and less than or equal to 77 months	5 years
Greater than 77 months and less than or equal to 101 months	7 years

For example, if the fixed rate fixed term Loan being prepaid has a remaining term of less than or equal to 14 months, the "Interest Rate Differential for the remainder of the term" is based on CIBC reinvesting the amount of the Loan being prepaid in a new fixed rate fixed term Loan based on the Cost of Funds for a 1 year term. If the Loan being prepaid has a remaining term of 27 months, the "Interest Rate Differential for the remainder of the term" is based on CIBC reinvesting the amount of the Loan being prepaid in a new fixed rate fixed term Loan based on the Cost of Funds for a 2-year term.

Sample Prepayment Fee Calculation for a Fixed Rate Fixed Term Loan

For example, the Interest Rate Differential for the remainder of the term of a Fixed Rate Loan that has a fixed term is as follows:

1. If the original fixed rate fixed term Loan advanced on February 1, 2002 was for \$100,000 at 6.5% per year for a 5-year term, and the Business elected to prepay \$75,000 on October 27, 2003:
 - i) The net present value of \$75,000 calculated for the remaining 39 months is \$77,222.75;
 - ii) The Interest Rate Differential for the remainder of the term is the difference between the net present value and the total prepayment amount, or in this case \$2,222.75. (\$77,222.75 - \$75,000);
 - iii) 3 months' interest on \$75,000 (based on separate principal and interest payments) calculated at 6.5% per year is \$1,218.75.

2. The prepayment fee payable on this fixed rate fixed term Loan would be \$2,222.75, being the greater of (ii) and (iii) above.

This is a sample calculation only. To find out the amount of the Interest Rate Differential for the remainder of the term on a fixed rate fixed term Loan the Business wishes to prepay, please contact CIBC.

"Cost of Funds" for purposes of calculating the Interest Rate Differential for the remainder of the term is the "Transfer Price Rate" as determined by CIBC's Treasury Balance Sheet and Risk Management area based on Canadian cash and swap markets for the date on which cost of funds is being determined.

If prepayment of the fixed rate fixed term Loan is permitted according to the above paragraph and it is a Business Improvement Loan ("BIL") granted under the *Canada Small Business Financing Act (or the Small Business Loans Act)*, the Business may prepay the BIL in accordance with the Additional BIL Credit Terms the Business will receive.

If:

- a) the Business is not a corporation,
- b) the fixed rate fixed term Loan being prepaid is secured by a mortgage or immovable hypothec, and
- c) the initial term or any renewal term of the Loan is more than five years, the Business may prepay all or part of the Loan at any time after the date that is five years from the date the Loan was advanced or the most recent date as of which the Loan has been renewed for a new term, as the case may be, provided that the Business pays:
 - d) all principal and interest on the amount being prepaid to the date of such prepayment, plus
 - e) three months' further interest calculated at the existing annual interest rate on the date of prepayment (plus any discount received on the existing annual interest rate) on the principal amount prepaid.

We will apply any prepayment and the corresponding prepayment fee (if any) against installments in reverse order of due date. The prepayment fees required above are not applicable to any fixed rate fixed term Loans in an original principal amount of less than \$100,000 granted to a sole proprietor or individual unless it is secured by a collateral mortgage or immovable hypothec.

If the Loan being prepaid is secured by a mortgage or immovable hypothec, the mortgage or immovable hypothec, as the case may be, is amended by deletion of all terms (if any) that relate to prepayment of the fixed rate fixed term Loan, so that the only prepayment terms that apply to the Loan are as set out in this booklet.

Part III

About the Business' Line of Credit and/or Small Business Overdraft

This Part III applies to any Line of Credit and any Small Business Overdraft.

1. **Access.** The Business can access its Line of Credit and/or Small Business Overdraft in any manner we may make available from time to time, such as, by:

- cheque
- telephone
- automated banking machine
- debit card
- PC banking

A Line of Credit or Small Business Overdraft is revolving. That means that principal amounts that are repaid are, subject to the terms of the Credit Agreement and our approval, available to be re-borrowed.

2. **Purpose.** The Business will use its Line of Credit and/or Small Business Overdraft only for its business operating needs.

3. **Credit Limit for the Business' Line of Credit and/or Small Business Overdraft.**

We set a Credit Limit for the Business' Line of Credit and/or Small Business Overdraft. We may without prior notice increase or decrease the amount of the Credit Limit at any time in CIBC's sole discretion. If we do so, we will notify the Business and such notice may be sent with the Business' monthly statement or in such method as we may determine. Any such change in Credit Limit will become effective immediately unless we are required to give prior notice by an applicable law, regulation or otherwise, in which case such change will become effective on the date indicated in such notice.

The Business must ensure that it does not exceed its Credit Limit. We may, without prior notice, refuse (on a temporary or permanent basis) any withdrawal on a Line of Credit or Small Business Overdraft that would result in the Business' Credit Limit being exceeded (unless the Business has made prior arrangements with us), even if we have agreed to such withdrawals in the past. In cases where we do advance money when the Business has exceeded its Credit Limit, the Business agrees to repay the excess amount immediately. The Business agrees that if it exceeds its Credit Limit, it will pay a fee to CIBC for each such occurrence at the applicable rate, and it will pay interest at the Excess Interest Rate on the excess amount (including any due but unpaid interest and fees), until such time as the Business (and/or any Guarantor) repays the excess amount (including any due but unpaid interest and fees) in full.

Interest on the excess amount is calculated based on the final daily balance in the Business' CIBC business operating account and charged monthly or as otherwise agreed. Interest that is charged on the excess amount (including any due but unpaid interest and fees) that remains unpaid compounds monthly and continues

to compound whether or not we have demanded payment or commenced legal action or obtained judgment against the Business or any Guarantor. Even in a leap year, interest on the excess amount is calculated by multiplying the then outstanding principal amount by the Excess Interest Rate, dividing the product by 365 and multiplying the result by the number of days in the payment period during which the Excess Interest Rate was chargeable.

In the event that the Business has not made the required minimum payments as set out in this booklet or in the Credit Agreement, the Business agrees that we may in our sole discretion decide to convert the current outstanding balance on its Line of Credit or Small Business Overdraft, together with any accrued but unpaid interest, fees and service charges (and including any unpaid insurance premiums), to a Loan, whereby blended payments of principal and interest will be payable by the Business in accordance with the Scheduled Payments we will provide the Business. Unless the Business makes other arrangements with us that we agree to, CIBC will determine in its sole discretion the conditions of the Loan (such as the term, the interest rate, the amortization period, Scheduled Payments, payment frequency, maturity date, and any other terms or conditions of the Loan). Such changes will take effect immediately, unless we are required to give prior notice or obtain consent by applicable law, regulation or otherwise, in which case such changes will become effective on the date indicated in such notice or when such consent is obtained or deemed to have been obtained, as applicable, and the Line of Credit or Small Business Overdraft, as the case may be, will be cancelled. The first Scheduled Payment on such converted Loan will be payable on the next payment date as set out in the notice we will send the Business. To the extent permitted by law, each of the Business and Guarantor(s) waives any right to receive prior notice of such change to the Credit(s). **Each of the Business and the Guarantors should note that any changes to the Credit(s) may affect any creditor insurance (including CIBC Business Loan/Farm Credit Life Insurance). The Business and/or the Guarantor(s), as the case may be, should refer to the applicable insurance certificate, and should refer any questions to the relevant insurer.**

4. **Circular payments.** Each of the Principals, Guarantor(s) and the Business agrees not to use any Credit to move debts between accounts in a circular manner. For greater certainty, the Business may not make payments on its Line of Credit or Small Business Overdraft using funds borrowed from CIBC or drawn on any other CIBC credit facility or credit accounts in the name of the Business, a Key Principal, Principal or Guarantor. CIBC agrees, however, that the Business may use its Line of Credit or Small Business Overdraft to make a payment on a Loan, provided that the required minimum deposits to pay the Line of Credit or Small Business Overdraft, as the case may be, are made to the Business' CIBC business operating account within the payment due period on the Business' Line of Credit or Small Business Overdraft, in accordance with the Business' CIBC business operating account statement or as otherwise advised or instructed by CIBC.

5. Making payments.

a) **Line of Credit.** If the monthly statement we send the Business shows a negative balance at calendar month end, the Business agrees to make a deposit to its Line of Credit within 30 days of the calendar month end. The minimum deposit(s) required is/are:

- i) the total for the calendar month of all
 - interest, fees, and service charges, and
 - required payments (including Scheduled Payments) on any other Credit charged to the Business' Line of Credit

or

- ii) any negative balance at calendar month end

whichever is less (or such other amount advised by CIBC in its sole discretion)

b) **Small Business Overdraft.** The Business must make sufficient deposits to bring each CIBC business operating account to which its Small Business Overdraft is attached into a positive balance at least for one full Business Day each calendar month or a minimum of \$250 (or such other amount as advised by CIBC in its sole discretion) in deposits to such account each calendar month, whichever is less.

6. **Denying Access.** We have the right to deny the Business the privilege of drawing against its Line of Credit and/or Small Business Overdraft on a temporary or permanent basis (even if the Business is not in default of its obligations) without telling the Business in advance unless we are required to provide prior notice by applicable law, regulation or otherwise. We may refuse to advance money even if the Business has already initiated the transaction and even if we have agreed to advance money in the past under similar circumstances. If we deny the Business access permanently, we will cancel the relevant Credit(s) and demand repayment in accordance with the Credit Agreement.

7. **Standard Rate Overdraft.** If we have agreed in the Credit Agreement to grant a Standard Rate Overdraft, the term "Line of Credit" in this booklet includes a Standard Rate Overdraft.

Part IV**Security**

1. **Security for Credits.** The following terms apply if security is required for any Credit:

a) **Pledge of cash or cash equivalent security.** Any pledge of cash or cash equivalent security, must be on our standard Securities Pledge Agreement or any other agreement in form and substance satisfactory to CIBC.

b) **Mortgage security/Immovable hypothec.** If mortgage security (in Quebec, an immovable hypothec) is required:

- i) **Registration expenses.** The Business agrees to pay all expenses for registering the mortgage (and in Quebec, for preparing and registering the immovable hypothec) and for reviewing, renewing, amending, maintaining and updating our registration to ensure such security and our position as a secured creditor is protected. The Business also agrees to reimburse us for expenses incurred for discharging, substituting or replacing any such security. The mortgage / immovable hypothec will be prepared on our usual form or such other form as is satisfactory to CIBC.
- ii) **First or second mortgage etc. / immovable hypothec:** The mortgage / immovable hypothec must be a first charge (or a second (or third) charge if the Credit Agreement permits) on the property. Either (A) the property must be a commercial property owned by the Business, or (B) in the event that the Business is a sole proprietorship, the Key Principal (or, if the mortgage / immovable hypothec is given by a Guarantor, that Guarantor) must occupy the property as a principal residence.
- iii) **Value of the property.** We may confirm the value of the property and the amount of any existing liens against it by having the property appraised and doing any necessary searches. The Business agrees to reimburse us for any costs of doing this.
- iv) **Approval of Credit(s).** We approved the Credit(s) based on our satisfaction with the mortgage / immovable hypothec and that there are no liens or encumbrances which would impact our security other than those listed in the Credit Agreement and/or those that the Business (or the appropriate Guarantor, as applicable) has previously advised us of. If any of the information the Business (or the appropriate Guarantor, as applicable) has given to us in relation to such mortgage / immovable hypothec or otherwise is incorrect, incomplete, inaccurate or misleading, we may not make any Credit(s) available to the Business.
- v) **Periodic appraisals.** We may have the property appraised periodically to determine its value, but not more often than once a year. The Business agrees to reimburse us for the appraisal costs incurred by us.
- vi) **Discharges.** If the Business (or any Guarantor or other Person) repays the Liabilities in full, we will discharge any mortgage (or immovable hypothec) provided we are satisfied in our sole discretion that we no longer need to retain such security, and provided further that we receive a request in writing to do so. The Business agrees to reimburse us for any costs of doing this.
- vii) **Repayment.** If the property is sold, or if another charge is registered against it, we may require the Business to repay the full amount secured by the mortgage / immovable hypothec. If the owner of the property is a natural person and such person dies, the Business agrees to notify us immediately and agrees to provide us with equivalent security satisfactory to CIBC forthwith.
- viii) **For Saskatchewan only.** If the property mortgaged, or any part thereof, is farm land that is a homestead within the meaning of *The Saskatchewan*

Farm Security Act, a Principal of the Business (or the applicable Guarantor, as the case may be) agrees to (A) make a co-application with CIBC, to the Saskatchewan Farm Security Board to waive home quarter protection pursuant to subsection 44(12) of *The Saskatchewan Farm Security Act*, and (B) execute Form 7903, Co-Application to Waive Home Quarter Protection or any other such form or agreement as we may require in relation to such waiver. If the property mortgaged, or any part thereof, is farm land that is not a homestead within the meaning of *The Saskatchewan Farm Security Act*, a Principal of the Business (or the applicable Guarantor, as the case may be) agrees to execute Form 7902, Schedule "B" Saskatchewan Certificate or any other such form or agreement as we may require in relation to such certificate. A Principal of the Business (or the applicable Guarantor, as the case may be) will have such documentation commissioned by a Commissioner of Oaths or notarized by a Notary Public, and will obtain a certificate of independent legal advice (in a form satisfactory to CIBC), each as we may request or require.

- ix) **Saskatchewan Waivers.** To the extent permitted by law or statute, the Business (or the applicable Guarantor, as the case may be) hereby waives the benefit of, and waives and releases all rights and protections given by any and all provisions of all applicable conditional sales, credit regulation, seizure exemption or debt protection statutes or regulations which would in any manner affect, restrict or limit the rights of CIBC including, without limitation, *The Limitation of Civil Rights Act* and Part IV (excepting only section 46) of *The Saskatchewan Farm Security Act*. Form 9737 (Waiver of Exemption Protection for Specified Chattels) or any other such form or agreement as we may require in relation to such waiver or certificate as required by *The Saskatchewan Farm Security Act* must be executed and, if required or requested by CIBC, Form 7904, Schedule "C", Certificate of Independent Legal Advice or any other form of independent legal advice in substance satisfactory to CIBC must be delivered to us prior to any advance under any Credit.
- c) **General Security Agreement / Movable Hypothec.** The General Security Agreement (or in Quebec, the Movable Hypothec) provided by the Business shall be according to the terms of Part V (or Part VI as the case may be) of this booklet.
- d) **Payment of Fees and Expenses.** Any amounts payable under this Part IV will form part of the Liabilities and CIBC may debit the Business' CIBC business operating account for any such amounts.

Part V

General Security Agreement

This Part V applies if the Business has agreed to provide a General Security Agreement.

1. **Grant of Security.** As a general and continuing collateral security for the due payment and performance of all the Liabilities, the Business agrees to mortgage, charge and assign to CIBC, and grant to CIBC, and CIBC takes, a Security Interest in all present and after-acquired undertaking and Personal Property (but excluding Consumer Goods) of the Business and all property described in any attachments or schedules to the Credit Agreement that the Business may from time to time sign and provide to CIBC, and in all present and future Accessions to, and all Proceeds of, any such property (collectively, the "Collateral").
2. **Places of Business.** The Business represents and warrants that it has disclosed in writing to CIBC the location of all existing Places of Business and agrees to promptly notify CIBC in writing of any additional Places of Business as soon as they are established. The Business agrees that, subject to Section 4 of this Part V, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
3. **Collateral Free of Charges.** The Business represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Business will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken. Such amounts will form part of the Liabilities.
4. **Use of Collateral.** The Business will not, without CIBC's prior written consent, sell, lease, charge, assign, transfer or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of business) nor will it permit any other Person to do any of the same. All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of business, will be received by the Business as trustee for CIBC and will be immediately paid to CIBC.
5. **Insurance.** The Business will keep the Collateral insured according to the terms of Section 15 of Part I of this booklet.
6. **Information and Inspection.** The Business will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and its financial or business affairs. The Business will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Business ceases holding such Serial Number

Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Business authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC. In addition, the Business authorizes CIBC or any of its agents to obtain information about any Collateral or security the Business has charged or pledged to CIBC, including, without limitation, information regarding title to the Collateral.

7. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Business of the existence of the Credit Agreement, the Security Interest we have in such Receivables, the terms set out in the Credit Agreement and any other information in relation to the Credit(s) reasonably necessary to protect our Security Interest in such Receivables. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
8. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Business.
9. **Default.**
- a) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
- i) the Business does not pay any of the Liabilities when due;
 - ii) the Business (or any Guarantor) does not observe or perform any of its obligations under the Credit Agreement or any other agreement or document existing at any time between the Business (or any Guarantor) and CIBC;
 - iii) any representation, warranty or statement made (or deemed to have been made) by the Business (or any Guarantor) or on the Business' (or any Guarantor's) behalf to CIBC is incorrect or untrue in any material respect at the time when or as of which it was made (or deemed to have been made);
 - iv) any part of the security held by us as security for the Credit(s) (including any personal guarantee given by a Guarantor) terminates or is no longer effective (without our prior consent);
 - v) the Business ceases, or threatens to cease, to carry on in the normal course its business or any material part thereof (or it appears to CIBC (acting reasonably) that that may happen);
 - vi) if the Business is a corporation, there is, in CIBC's reasonable opinion, a

change in effective control of the Business, or if the Business is a partnership, there is a dissolution or change in the membership of the partnership;

- vii) the Business becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Business; or, if the Business is a corporation, steps are taken under any legislation by or against the Business seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
- viii) a Receiver, trustee, custodian or other similar official is appointed in respect of the Business or any of its (or, in the case where a mortgage / immovable hypothec has been given by a Guarantor as security for the Credit(s), that Guarantor's) property;
- ix) the holder of a Charge takes possession of all or any part of the Business' property, or a distress, execution or other similar process is levied against all or any part of such property;
- x) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy;
- xi) CIBC in its sole discretion makes demand for payment of all Liabilities and such Liabilities are not repaid by the date due.

Notwithstanding any of the above events or conditions being considered a Default, each of the Business and the Guarantor(s) understands and agrees that the Credit(s) are demand credit(s) and that CIBC may in its sole discretion make demand for repayment of all outstanding Liabilities and may, in its sole discretion, cancel any unused portion of any Credit, in accordance with the terms of the Credit Agreement.

- b) **Rights upon Default.** Upon Default, CIBC and/or a Receiver, as applicable, will to the extent permitted by law have the following rights:
- i) *Appointment of Receiver.* CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Business' agent. CIBC may from time to time fix the Receiver's remuneration and the Business will pay CIBC the amount of such remuneration. CIBC will not be liable to the Business or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
 - ii) *Dealings with the Collateral.* CIBC and/or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC and/or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Business'

operations or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC and/or the Receiver considers appropriate. CIBC and/or the Receiver may (without charge and to the exclusion of all other Persons including the Business) enter upon any Place of Business.

iii) *Realization.* CIBC and/or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Business or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC and/or the Receiver considers appropriate. CIBC and/or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on the Business' behalf or otherwise.

iv) *Application of Proceeds After Default.* All Proceeds of Collateral received by CIBC and/or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under the Credit Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC and/or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by the Credit Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.

c) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in the Credit Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.

d) **Deficiency.** The Business will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.

10. CIBC not Liable. CIBC will not be liable to the Business, a Principal, a Guarantor, or any other Person for any failure or delay in exercising any of its rights under the Credit Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel

Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent. CIBC will not be liable to the Business, any Principal, any Guarantor or any other Person for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any Receivers appointed by CIBC, in the course of any of its or their actions.

11. Charges and Expenses. The Business agrees to pay on demand all costs and expenses incurred (including among other things legal fees) and fees charged by CIBC in connection with preparing, obtaining, reviewing, renewing, amending, maintaining or discharging security granted under the Credit Agreement or establishing, reviewing, renewing, maintaining, amending or confirming the priority of the Charges created by the Credit Agreement (including, without limitation, this Part V), or by law, compliance with any demand by any Person under the PPSA (or the UCC if the Business has assets in the United States, or under any other similar registry system in any jurisdiction in which the Business has assets) to provide particulars, to prepare, renew, review, maintain, amend or to discharge any registration relating to the Credit Agreement, and by CIBC and/or any Receiver in exercising any remedy under the Credit Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on business on behalf of the Business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities and will form part of the Liabilities, and the Business agrees to reimburse CIBC upon demand for any amount so paid. If the Business does not reimburse CIBC upon demand for such amounts, the Business agrees to pay the Excess Interest Rate until the date on which the Business reimburses CIBC in full for such amounts.

12. Further Assurances. The Business will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements (or the equivalent in other jurisdictions, including any filings required to be made under the UCC if the Business has assets in the United States), other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of the Credit Agreement or any other Charge against any of the Business' real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to the Credit Agreement. The Business irrevocably appoints the manager or the acting manager from time to time of CIBC's branch or location that administers the Credit Agreement as its attorney (with full powers of substitution and delegation) to sign, upon Default or as otherwise determined by CIBC in its sole discretion, all documents required to give effect to this Section. Nothing in this Section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements (or the equivalent in any other jurisdiction), notices, verification agreements and other documents relating to the Collateral and the Credit Agreement as CIBC or such other Person considers appropriate.

13. Security.

- a) **Reservation of the Last Day of any Lease.** The Charges created by the Credit Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Business will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under the Credit Agreement following Default, will assign such last day as directed by CIBC.
- b) **Attachment and Perfection of Security Interest.** The Security Interests created by the Credit Agreement are intended to attach (i) to existing Collateral when the Credit Agreement is signed, and (ii) to Collateral subsequently acquired by the Business, immediately upon the Business acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by the Credit Agreement unless otherwise agreed in writing. CIBC may take all steps necessary to perfect or preserve its security interest.
- c) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Business to acquire rights in or to any of the Collateral, the Business will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Business grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- d) **Description of Collateral.** The fact that there may not be a description of any property in a schedule or attachment to the Credit Agreement or any security document signed in relation to the Credit Agreement does not affect the nature or validity of CIBC's security in the Collateral.
- e) **Additional Security.** The Charges created by the Credit Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.

- 14. Notice.** CIBC may send the Business, by prepaid regular mail addressed to the Business at its address last known to CIBC, copies of any documents required by the PPSA (or any other legislation governing the Collateral, including, without limitation, the UCC) to be delivered by CIBC to the Business. Any document mailed in this manner will be deemed to have been received by the Business upon the earlier of actual receipt by the Business and the expiry of 5 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date. If permitted by law, the Business waives the right to sign or receive a copy of any financing statement or financing change statement (or the equivalent in any other jurisdiction), or any statement issued by any registry that confirms any registration of a financing statement or financing change statement (or the equivalent in any other jurisdiction), relating to the Credit Agreement.

15. Definitions. In this Part V:

- "Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA (or, if such words relate to assets located in the United States, they have the meanings given to them in the UCC).
- "Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Business (or any Person on its behalf) has access.
- "Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.
- "Collateral" has the meaning set out in Section 1 of this Part V.
- "Consumer Goods" has the meaning given to it in the PPSA.
- "Default" has the meaning set out in subsection 9(a) of this Part V.
- "Liabilities" has the meaning set out in Section 1 of Part I.
- "Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.
- "Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.
- "Place of Business" means a location where the Business carries on its business and/or operations or where any of the Collateral is located (including any location described in the Credit Agreement).
- "PPSA" means the *Personal Property Security Act* in the province or territory where the Business' principal place of business is located, or if there is more than one place of business, where the Business' chief executive office is located, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation).
- "Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Business.
- "Receiver" means a receiver or a receiver and manager.
- "Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.
- "Serial Number" means the number that the Person who manufactured or

constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information or identification number to be used for registration purposes of such Serial Number Good.

- "Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.
- "UCC" means the Uniform Commercial Code in force in the United States, including any regulations, supplements or amendments thereto from time to time.

Part VI

Hypothec granted by the Business

This Part VI applies if the Business has agreed to provide a hypothec to CIBC.

1. **Hypothec in Quebec.** The Business agrees to sign CIBC's form of hypothec (or such other form that is satisfactory to CIBC) with respect to its property as continuing security for its obligations under the Credit Agreement as well as all other debts owing by the Business to CIBC from time to time. We may refuse to advance funds until the Business has done so, and the hypothec has been registered (published) to our satisfaction and we are satisfied that there are no encumbrances, other than those we approve of, against the property.
2. **Other security.** Security granted to us under this Part VI (or under Part V, as the case may be) does not replace any other security held by us.

Part VII

Personal Guarantees

This Part VII applies to each Key Principal and Principal who has signed the Personal Guarantee section in the Credit Agreement as a Guarantor.

For valuable consideration, each of the Key Principal and the Principal(s) that have signed the Credit Agreement in the capacity as personal guarantor (referred to collectively as the "Guarantors") and the Business agree as follows:

1. **Joint and Several debt.** Each of the Guarantors acknowledges and agrees that the obligations of the Guarantors are joint and several (in Quebec, solidary) as between the Guarantors.
2. **Demand and Repayment.** CIBC may demand payment of the Liabilities (as defined in Section 1 of Part I) from any Guarantor before taking legal steps to receive payment from the Business. Upon CIBC's demand, each Guarantor agrees to immediately pay CIBC the amount of the Liabilities, plus any reasonable expenses (including legal fees and disbursements) of enforcement of the demand made on the Business and/or Guarantors and outstanding interest (including interest on overdue interest compounded monthly) and interest on unpaid amounts due under any Personal Guarantee provided by the Guarantors calculated from the date on which those amounts were originally demanded until payment in full, both

before and after judgment, at the rate and in the currency applicable to the Liabilities. Demand is considered to have been made upon personal delivery in writing to the address of the Guarantor shown on the Credit Agreement, (or varied by written notice received by CIBC), or following 5 business days of mailing by CIBC. Unless otherwise agreed, each Guarantor's obligation to pay the Liabilities is unlimited, absolute and unconditional and will not be reduced for any reason, including (without limitation):

- a) Credit Limit changes,
 - b) interest rate changes,
 - c) Spread changes,
 - d) Credit changes or changes to any of the terms of the Credit Agreement,
 - e) changes to the amortization period of a Credit,
 - f) any renewal, extension or amendment of the Credit Agreement (whether or not such Guarantor has approved or consented to such renewal, extension or amendment),
 - g) problems with any security granted to CIBC,
 - h) failure of CIBC to exhaust its recourse against the Business, or
 - i) any other event that would be a common law, civil law or equitable defence to the obligations of a Guarantor under the Credit Agreement,
- and each Guarantor hereby waives to the extent permitted by law, the right to receive notice of any renewal, extension, amendment or any other notice in relation to any Credit(s) or the Credit Agreement.

3. **Additional Terms.** Each Guarantor further agrees with CIBC that:

- a) All payments required to be made by the Guarantor will not be subject to any right of set-off, compensation or counterclaim that such Guarantor has or may have against the Business or CIBC.
- b) CIBC may at any time after a demand has been made in accordance with Section 2 of this Part VII (*Personal Guarantees*) above, set-off and apply any deposits held by us and any other amounts owed by us to or for the Guarantor on whom demand was made, against any and all of the amounts owing by such Guarantor to CIBC. Each Guarantor expressly waives any right it may have to receive notice of such set-off.
- c) CIBC may apply all moneys received from a Guarantor, the Business or any other Person (including under any security that CIBC may from time to time hold) upon such part of the Liabilities as CIBC considers appropriate.
- d) Such Guarantor will pay CIBC any amount that CIBC demands and cannot recover from the Business or other Guarantors, as the case may be, immediately following demand as provided in the Credit Agreement, to the extent of the outstanding Liabilities.
- e) This is a continuing guarantee of the Liabilities, until such time as the Liabilities are paid in full.
- f) Payments made by Guarantors or the Business will be governed by the terms of the Business' CIBC business operating account agreement and the Credit Agreement.

- g) If the Business is bankrupt, insolvent, is reorganized or faces similar financial hardship, CIBC will be entitled to all dividends and other payments that a Guarantor may be entitled to until CIBC is paid in full, and each Guarantor will remain liable under the Credit Agreement.
- h) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any security that CIBC holds for payment of the Liabilities, that will not be considered, as between CIBC and the Business or a Guarantor, to be a purchase of such security or payment, satisfaction or reduction of the Liabilities.
- i) Each Guarantor postpones in favour of CIBC all debts and liabilities that the Business now owes or later may from time to time owe to such Guarantor in any manner until CIBC is paid in full, and each Guarantor further assigns and hypothecates to CIBC all such debts and liabilities, to the extent of the Liabilities, until CIBC is paid in full. CIBC may collect the debts and liabilities that the Business owes to a Guarantor without any further authorization from the Guarantor. If any such Guarantor receives any moneys in payment of any such debts and liabilities, such Guarantor will hold them in trust for or as agent for and will immediately pay them to CIBC without reducing such Guarantor's liability to CIBC. The Business acquiesces unconditionally to the hypothecation by the Guarantor to CIBC of the debts and liabilities owed by the Business to the Guarantor.
- j) Each Guarantor agrees with CIBC that his/her liability will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to such Guarantor, nor will CIBC's rights under this guarantee be prejudiced, by the existence or occurrence (with or without knowledge or consent) of any one or more of the following events:
- i) any unenforceability or loss of or in respect of any security held from time to time by CIBC from the Guarantor, the Business or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any Collateral or otherwise due to CIBC's fault or any other reason;
 - ii) the death of a Principal or Key Principal of the Business; any change in the Business' name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Business' operations;
 - iii) any change in such Guarantor's financial condition or that of the Business or any other Guarantor (including insolvency and bankruptcy);
 - iv) if the Business is a corporation, any change of effective control, or if the Business is a partnership, a dissolution or any change in the membership;
 - v) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Business, or to have resulted in the initiation of any such proceedings;
 - vi) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Business or for all or substantially all of the Business' assets;
 - vii) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to any Guarantor, the Business or any Person;
 - viii) any incapacity, disability, or lack or limitation of status or of the power of the Business or of the Business' directors, managers, officers, partners or agents; the discovery that the Business is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Business' Liabilities; or
 - ix) any event whatsoever that might be a defense available to, or result in a reduction or discharge of, any Guarantor, the Business or any other Person in respect of either the Liabilities or such Guarantor's liability to CIBC.
- k) If any payment made to CIBC by the Business or any other Person is subsequently rendered void or must otherwise be returned for any reason, each Guarantor agrees to be liable for that payment. Until all of CIBC's claims against the Business in respect of the Liabilities have been paid in full, such Guarantor will not require that CIBC assign to such Guarantor any security held, or any other rights that CIBC may have, in connection with the Liabilities, and such Guarantor will not assert any right of contribution against any other Guarantor, or claim repayment from the Business, for any payment that such Guarantor makes.
- l) If the Business is bankrupt, or (if the Business is a corporation) liquidated or wound-up, or if the Business makes a bulk sale of any assets under applicable law, or if the Business proposes any composition with creditors or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and such Guarantor will remain liable to CIBC.
- m) Unless a law requires otherwise, each Guarantor will make all payments to CIBC without deduction or withholding for any present or future taxes of any kind. If a law does so require, such Guarantor will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
- n) Each Guarantor agrees that CIBC may from time to time give any credit or other Information about such Guarantor to, or request or receive such Information from, any credit bureaux, government registries, reporting agencies or other Person (including without limitation, any financial institution, CIBC subsidiary or CIBC business unit). The word "Information" means financial or financially related information about the applicable Guarantor, including, without limitation, (i) information to identify or locate such Guarantor (or any collateral that has been pledged), (ii) information to qualify such Guarantor or the Business for products and services, (iii) any motor vehicle information, where applicable, or (iv) such other information that CIBC requires or must report for regulatory purposes or otherwise.
- o) **For Alberta.** Form 6898 Alberta, *Schedule, Guarantees Acknowledgement Act* (Alberta), Certificate of Notary Public or any other form in substance satisfactory to CIBC must be completed and signed.

p) **For Quebec.** Each Guarantor acknowledges that the terms and conditions of the Liabilities have been expressly brought to his/her attention and agrees that if his/her guarantee is attached to the performance of special duties, the guarantee shall not terminate upon cessation of such duties. The Business and the Guarantor(s) renounce the benefits of division and discussion.

q) **For Saskatchewan.** When a Guarantor is guaranteeing the indebtedness of a Business in relation to farm land or other assets used in farming:

i) the Guarantor must provide CIBC with a Certificate of Independent Legal Advice in form and substance satisfactory to CIBC, and Form 7905, *Schedule "A", Acknowledgement of Guarantee, Certificate of Lawyer or Notary Public* or any other such form or agreement in substance satisfactory to CIBC in relation to such farm land or other assets used in farming;

ii) for each guarantee, the maximum obligation to which the Guarantor is liable shall not be unlimited, but shall be, if no other limit for such guarantee is indicated in the Credit Agreement, notwithstanding any other term of the Credit Agreement, the sum of (A) the aggregate Original Amount of any Small Business Loan plus any Credit Limit(s) as set out in the Credit Agreement or any amendment to the Credit Agreement for all Credits, (B) any accrued but unpaid interest prior to the date of demand on such Original Amounts/Credit Limit(s), plus interest from the date of demand, and (C) any unpaid fees, costs and expenses, owing to CIBC by the Business or the Guarantors up to the date on which the Liabilities are paid in full.

"Farm land" has the meaning given to it in s.2(1)(f) of *The Saskatchewan Farm Security Act*.

r) Where permitted by law, this personal guarantee binds the estate of a Guarantor upon death of the Guarantor. If permitted by law, the estate of a deceased Guarantor can avoid liability for amounts advanced by CIBC to the Business after the death of the Guarantor by providing notice to CIBC wherein, upon receipt of such notice by CIBC, the estate will no longer be liable for any further advances.

Part VIII

Letters of Credit (L/Cs)

Unless otherwise agreed, the following terms apply to each Letter of Credit issued by CIBC for the Business under any Credit or otherwise.

1. **Reimbursement, Payment or Prepayment:** The Business agrees, forthwith upon demand, to provide CIBC with cash in the proper currency to meet each drawing that CIBC is required to pay under an L/C or to reimburse CIBC for each drawing that CIBC has paid under an L/C. If we demand payment of any Credit under which a Letter of Credit has been issued, or if the Business elects to permanently repay or terminate any Credit under which a Letter of Credit has been issued, and we have any obligation to a beneficiary or holder of any L/C which remains outstanding under that Credit, the Business must provide CIBC with cash, in the

same currency as the L/C, or marketable securities satisfactory to us (collectively the "Cash Collateral") in an amount equal to CIBC's maximum potential liability under the L/C. We shall release any Cash Collateral that is no longer required for such purposes.

2. **CIBC Not Liable:** Neither CIBC nor any of its correspondents will be liable for the use which may be made with respect to any L/C; any acts or omissions of the beneficiary of any L/C, including the application of any payment made to such beneficiary; the form, validity, sufficiency, correctness, genuineness or legal effect of any document relating to any L/C, even if such document should prove to be in any respect invalid, insufficient, inaccurate, fraudulent or forged; any failure of the beneficiary of any L/C to meet the obligations of such beneficiary to the Business or to any other person; or any failure by CIBC to make payment under any L/C as a result of any law, control or restriction rightfully or wrongfully exercised or imposed by any domestic or foreign court or government or governmental authority or as a result of any other cause beyond the control of CIBC. The obligations of the Business under this Part VIII, section 2 are absolute and unconditional under all circumstances including without limitation any matter referred to above.

3. **Indemnity:** The Business hereby indemnifies and agrees to hold CIBC harmless from all losses, damages, costs, demands, claims, expenses (including out-of-pocket expenses) and other consequences which CIBC may incur, sustain or suffer, other than as a result of its own negligence or wilful misconduct, as a result of issuing or amending an L/C, including without limitation, legal and other expenses incurred by CIBC in any action to compel payment by CIBC under an L/C or to restrain CIBC from making payment under any L/C.

4. **L/C Fees:** Unless the Business has made other arrangements with us, we will automatically debit the Business' CIBC operating account for all fees payable with respect to L/Cs. If the Business' CIBC operating account is in overdraft (for greater certainty, if the Business has exceeded any Credit Limit attached to the Business' CIBC operating account) and the Business does not deposit to the account the amount of such fees, the Business' CIBC operating account will bear interest at the Excess Interest Rate.

5. **Standard Agreements:** The terms and conditions of our standard Application for Irrevocable Documentary Credit or Application for Standby Letter of Credit, as applicable, and any of our other standard documentation relating to L/C's, in effect from time to time will be applicable to each L/C, as applicable, whether or not any such Application or other documentation has been executed by or on behalf of the Business. A copy of any such Application or other documentation is available from CIBC.



For what matters.

The CIBC Logo and "For what matters." are trademarks of CIBC.

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THIS IS **EXHIBIT "G"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

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*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



CIBC Small Business Credit Agreement and Guarantee

Business' Legal Name (and Trade Name if applicable) (also referred to as the "Business") KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION Address 1888 WILSON AVE, TORONTO, Ontario M9M 1A7 Canada Contact Name COURTNEY KAZEMBE Telephone Number (416) 633-8311 Fax Number CIBC Reference Number 6710721062 Business Structure Corporation		CIBC Branch Transil/Location 00922 - WILSON & JANE BANKING CENTRE Address 1700 WILSON AVE NORTH YORK, Ontario M3L 1B2 Contact Name and Title PHILIP AGYEMAN, FINANCIAL ADVISOR Telephone Number 416-244-5632 Fax Number 416-244-5774	
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We, Canadian Imperial Bank of Commerce ("CIBC"), offer the Business, subject to the terms of this CIBC Small Business Credit Agreement and Guarantee, the following credit facilities (each, a "Credit"), each payable on demand.¹

CREDIT A: Small Business Line of Credit (as set out below) CAD or USD

Description Revolving demand line of credit		Interest Rate CIBC Prime Rate plus 3.250 % per year	
Transit No. 00922	Account No. 4728610	Credit Limit \$ 100,000.00	Loan Administration Fee \$ 50.00 per month

Security Required

The Key Principal and any Principals indicated in the CIBC Small Business Credit Application as Proposed Guarantors must sign the Personal Guarantee section of this Credit Agreement.² Before making any Credits available, CIBC will also require, in addition to any security presently held, the following security:

- Security/General Security Agreement giving CIBC a first charge over:**
 - All present and future personal or movable property.
 - All present and future real or immovable property.
 - Collateral mortgage/immovable hypothec for \$ _____ giving CIBC a _____ charge over the property at _____ plus assignment of insurance/security on fire and other perils insurance, prior charges not to exceed \$ _____
 - Pledge of cash or cash equivalent security by the Business
 - \$ _____ in _____ \$ _____ in _____
 - \$ _____ in _____ \$ _____ in _____
 - Guarantee and postponement of claim from _____ In an amount that is limited to \$ _____
 - with independent legal advice (except in Quebec)
 - Other security as specified below:
-
- Guarantee and postponement of claim from **COURTNEY A KAZEMBE** in an amount that is unlimited, and secured by:
 - Collateral mortgage/immovable hypothec for \$ _____ giving CIBC a _____ charge over the property at _____ plus assignment of insurance/security on fire and other perils insurance, prior charges not to exceed \$ _____
 - Pledge of cash or cash equivalent security
 - \$ _____ in _____ \$ _____ in _____ \$ _____ in _____
 - with independent legal advice (except in Quebec)
 - Other security as specified below:

¹ Excludes Canada Small Business Financing Loans ("CSBFL Credits").

² Personal Guarantees are not required from sole proprietors or individuals applying for credit for their Business. Excludes limited guarantees.

THIS IS **EXHIBIT "H"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF10040007204F8...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



Small Business Change of Loan Details Agreement

Name of Borrower(s)

KAZEMBE & ASSOCIATES PROFESSIONAL CORPORTION

Branch

00922 - WILSON & JANE BANKING CENTRE

Bank Reference Number

6710721062

Date

JUNE 2, 2020

(This form is only to be used for Small Business Credits approved on Business CLASS.)

The Business acknowledges that it has an outstanding loan (the "Loan") with CIBC. The Business wishes to make changes to the Loan arrangements in the manner described below effective as at the date set out above:

1. CDS Account:

Transit: 922

Account No.: 47-28513

2. Increase in Payment Amount**(Blended or Principal + Interest Payments):**

From: \$

To: \$

Change the Payment Amount

Last payment date changed to:

(mm/dd/yyyy)

3. Payment Date**(Principal + Interest Payments):**

Change the payment date. The Business understands that the interest owing for the period between the day the payment would ordinarily be due and the new payment date will be included in the next payment due. The Business also understands that this may result in an increase in the amount due at the last payment date.

From: (mm/dd/yyyy)

To: (mm/dd/yyyy)

Last payment date changed to:

(mm/dd/yyyy)

4. Payment Extension**(Principal + Interest Payments): No Principal Payment:**

Allow the Business to pay interest only on the Loan and defer principal payments until the date shown on the right. The Business understands that interest will continue to accrue during the extension period. Deferring the payment of the principal will extend the last payment date of the Loan by a time period equal to that of the extension.

Extension begins:

(mm/dd/yyyy)

Principal Payments resume:

(mm/dd/yyyy)

Last payment date changed to:

(mm/dd/yyyy)

5. Payment Extension**(Principal + Interest Payments) (No Payment):**

Allow the Business to make no principal or interest payments on the Loan until the date shown on the right. The Business agrees that the unpaid interest accrued during the extension period will be deducted from the principal portion of the next payment made on the Loan. The Business agrees that by not making payments during this period, the last payment date of the Loan will be extended. Regular installment payments of principal and interest will resume on the date shown at the right. The Business understands that by not making any payments, the last payment on the Loan may be larger than previously anticipated.

Extension begins:

(mm/dd/yyyy)

Principal Payments resume:

(mm/dd/yyyy)

Last payment date changed to:

(mm/dd/yyyy)

6. Repayment MethodFrom: To: Automatic Debit: Automatic Debit:

Transit _____

 Over the counter: Over the counter:

Account Number _____

(payments attached)

Except as described in this Agreement, all other terms of the Loan remain the same. For greater certainty, The Business agrees that these changes do not create a new Loan; this is simply a change to some of the details of the Loan. The Business acknowledges that any security that was given to CIBC in connection with the Loan continues in full force and effect, and the making of these changes does not limit or otherwise affect the validity of that security.

By signing below, the Business confirms that it has read this Agreement and agrees to its terms

Date (mm/dd/yyyy)

Borrower Signature

Borrower Signature

Borrower Signature

Borrower Signature

CIBC Representative

THIS IS **EXHIBIT "I"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:



BE136400C72D4F9

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



Guarantee

00322, 1580-1582 THE QUEENSWAY, ETOBICOKE, ON



M8Z1V1

Bank Office

For valuable consideration, I, the undersigned guarantor, agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Customer's Name.** The name of the customer whose debts I am guaranteeing is 1340182 ONTARIO LIMITED., (the "Customer").
 2. **Guarantee.** I guarantee payment to CIBC of all the Customer's Debts. My liability under this Guarantee is:
 - a) unlimited.
 - b) limited to the principal sum of CDN _____ plus interest and expenses in accordance with Section 5.

Note: If neither box (a) nor box (b) is checked off, or if both are checked off, or if box (b) is checked off but no figure is inserted in the blank, then box (a) alone will be considered to have been checked off.
 3. **Governing Law.** This Guarantee is governed by the laws of Ontario (without reference to the choice of law rules). I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
 4. **Copy Received.** I acknowledge having received a copy of this Guarantee.
- Note:** The "Additional Terms and Conditions of this Guarantee" on the following pages form part of this Guarantee.

KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION <hr/> Guarantor's Name (Record in full) <hr/> 1888 WILSON AVE, <hr/> Guarantor's Address <hr/> TORONTO, Ontario, M9M1A7 <hr/> City, Province, Postal Code	 <hr/> Signature <hr/> COURTNEY KAZEMBE/owner <hr/> Name & Title <hr/> 07/15/2019 <hr/> Date 	<hr/> Signature <hr/> <hr/> Name & Title <hr/> <hr/> Date
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- Note:**
- i) If the Guarantor is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature. The corporation's seal should be affixed if the resolution so states.
 - ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory. (No seal required in Quebec.)
 - iii) For *The Guarantees Acknowledgement Act* certificate in Alberta, see page 4.

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Additional Terms and Conditions of this Guarantee

5. **Payment on demand.** I will immediately pay CIBC on demand:
 - a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by CIBC in enforcing any of CIBC's rights under this Guarantee; and
 - b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
6. **Making Demand.** Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to CIBC, is deposited, postage prepaid, first class mail, in a post office, or is personally delivered to that address. I will give CIBC immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
7. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or CIBC.
8. **Application of Moneys Received.** CIBC may apply all moneys received from me, the Customer or any other Person (including under any Security that CIBC may from time to time hold) upon such part of the Customer's Debts as CIBC considers appropriate.
9. **Exhausting Recourse.** CIBC does not need to exhaust its recourse against the Customer or any other Person or under any Security CIBC may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will CIBC's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
 - a) any termination, invalidity, unenforceability or release by CIBC of any of its rights against the Customer or against any other Person or of any Security;
 - b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by CIBC to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these things;
 - c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate;
 - d) any unenforceability or loss of or in respect of any Security held from time to time by CIBC from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to CIBC's fault or any other reason;
 - e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;

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- f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
- g) if I am or the Customer is a corporation, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
- h) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
- i) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;
- j) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between CIBC and me, the Customer or any Person;
- k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors; managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
- l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

For greater certainty, I agree that CIBC may deal with me, the Customer and any other Person in any manner without affecting my liability under this guarantee.

11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from CIBC will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay CIBC as principal debtor any amount that CIBC cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.
12. **No Liability for Negligence, etc.** CIBC will not be liable to me for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any receivers appointed by CIBC, in the course of any of its or their actions.
13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after CIBC receives my notice.
15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by CIBC or settled between CIBC and the Customer will be conclusive as to that amount being due.
16. **CIBC's Priority.**
 - a) If any payment made to CIBC by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of CIBC's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that CIBC assign to me any Security held, or any other rights that CIBC may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.
 - b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors

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- or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
- c) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that CIBC holds for payment of the Customer's Debts, that will not be considered, as between CIBC and me, to be a purchase of such Security or payment, satisfaction or reduction of the Customer's Debts.
17. **Assignment and Postponement of Claim.** I postpone in favour of CIBC all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until CIBC is paid in full. I further assign to CIBC all such debts and liabilities, to the extent of the Customer's Debts, until CIBC is paid in full. If I receive any moneys in payment of any such debts and liabilities, I will hold them in trust for, and will immediately pay them to, CIBC without reducing my liability under this Guarantee.
18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
19. **Judgment Currency.** My liability to pay CIBC in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or recovery results in CIBC's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to CIBC in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.
20. **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.
21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by CIBC. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.
22. **Quebec Only.** If this Guarantee is governed by the laws of Quebec:
- a) I acknowledge that the terms and conditions of the Customer's Debts have been expressly brought to my attention;
 - b) I renounce the benefit of division and discussion;
 - c) if two or more Persons sign this Guarantee, each Person's liability will be solidary;
 - d) I acknowledge that the thirty days' notice specified in Section 14 constitutes prior and sufficient notice to CIBC;
 - e) if this Guarantee is attached to the performance of special duties, I agree that this Guarantee shall not terminate upon cessation of such duties; and
 - f) it is the express wish of the parties that this document and any related documents be drawn up in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.
23. **Definitions.** In this Guarantee:
- a) *"Bank Office"* means the CIBC office noted on the first page of this Guarantee, or such address as CIBC may, from time to time, advise me in the manner provided in Section 6;

- b) "*Customer's Debts*" means the debts and liabilities that the Customer has incurred or may incur with CIBC including, among other things, those in respect of dealings between the Customer and CIBC, as well as any other dealings by which the Customer may become indebted or liable to CIBC in any manner whatever;
- c) "*Guarantor*" means any Person who has guaranteed or later guarantees to CIBC any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document;
- d) "*I*", "*me*" and "*my*" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;
- e) "*Person*" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;
- f) "*Section*" means a section or paragraph of this Guarantee;
- g) "*Security*" means any security held by CIBC as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.



Resolution re Corporate Guarantee With Additional Security

Resolution of the Board of Directors of KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION (the "Corporation")

Whereas this Corporation has business relations with 1340182 ONTARIO LIMITED, and it is expedient and in the interests of this Corporation to guarantee the present and future indebtedness and liability of the said 1340182 ONTARIO LIMITED, to Canadian Imperial Bank of Commerce ("CIBC").

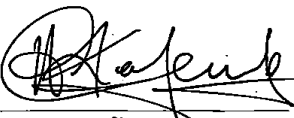

And whereas it is desirable to give security on certain property and assets of the Corporation to secure the obligation and liability of the Corporation under the said guarantee:

Therefore be it resolved that:

1. the Corporation guarantee payment to CIBC on demand of all the liabilities of 1340182 ONTARIO LIMITED, to CIBC, and that the Corporation postpone all debts and claims held by it against the said 1340182 ONTARIO LIMITED, in favour of the debts and claims of CIBC against the said 1340182 ONTARIO LIMITED, in the manner and upon the terms set forth in CIBC's form of guarantee and postponement of claim known as Form 81, a specimen of which is attached to this resolution;
2. to secure the obligation and liability of the Corporation to CIBC under the guarantee the Corporation gives security to CIBC by way of FORM 6100 GENERAL SECURITY AGREEMENT, a specimen of which is attached to this resolution;
3. the President and the Secretary are hereby authorized for and on behalf of the Corporation to execute and deliver to CIBC a guarantee and postponement of claim and security agreement substantially in the form of the above mentioned specimen forms subject to such modifications as the President and Secretary may approve, such approval to be conclusively evidenced by their execution of the said documents;
4. the President and the Secretary are hereby authorized for and on behalf of the Corporation to execute and deliver all other documents and instruments and to do all acts and things as may be requisite to give full effect to this resolution.

We hereby certify that the foregoing is a true copy of a resolution passed by the Board of Directors of the Corporation on the 15th day of July and recorded in the Minute Book of the proceedings of the said Board of Directors and that the said resolution is now in full force and effect.

Dated at Toronto

KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION <hr/> Name (Record in full) 1888 WILSON AVE, <hr/> Address TORONTO, Ontario, M9M1A7 <hr/> City, Province, Postal Code	 <hr/> Signature  <hr/> Name & Title <hr/> Date 07/15/2019 <hr/> Date	<hr/> Signature <hr/> Name & Title <hr/> Date
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CONFIDENTIAL

THIS IS **EXHIBIT “J”** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

LRO # 80 **Charge/Mortgage**Registered as **AT5203051** on 2019 08 01 at 16:23

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

Properties

PIN 10289 - 0036 LT *Interest/Estate* Fee Simple
Description LT 50 PL 1953 TWP OF YORK EXCEPT PT 14 EXPROP PL 7124 (NY431267);
 TORONTO (N YORK) , CITY OF TORONTO
Address 1888 WILSON AVENUE
 TORONTO

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1340182 ONTARIO LIMITED
Address for Service 1888 Wilson Avenue
 Toronto Ontario
 M9M 1A7

I, Kazembe, Courtney, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name CANADIAN IMPERIAL BANK OF COMMERCE *Firm Name*
Address for Service 1580-1582 THE QUEENSWAY
 ETOBICOKE ON M8Z 1V1

Provisions

Principal \$945,000.00 *Currency* CDN
Calculation Period Half-Yearly
Balance Due Date 2024/07/19
Interest Rate Prime +5
Payments \$4,962.31
Interest Adjustment Date 2019 07 19
Payment Date 31 Days
First Payment Date 2019 08 19
Last Payment Date 2024 07 19
Standard Charge Terms 201812
Insurance Amount Full insurable value
Guarantor

Signed By

Courtney Akinwale Kazembe 1888 Wilson Avenue, Toronto, acting for Signed 2019 08 01
 Ontario
 Toronto
 M9M 1A7
 charging(s)

Tel 416-633-8311

Fax 416-633-7679

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

Submitted By

COURTNEY KAZEMBE 1888 Wilson Avenue, Toronto, Ontario 2019 08 01
 Toronto
 M9M 1A7

Tel 416-633-8311

Fax 416-633-7679

Fees/Taxes/Payment

Statutory Registration Fee \$64.40
Total Paid \$64.40

THIS IS **EXHIBIT "K"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BE136400C72D4F9

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

Farm Security Act, a Principal of the Business (or the applicable Guarantor, as the case may be) agrees to (A) make a co-application with CIBC, to the Saskatchewan Farm Security Board to waive home quarter protection pursuant to subsection 44(12) of *The Saskatchewan Farm Security Act*, and (B) execute Form 7903, Co-Application to Waive Home Quarter Protection or any other such form or agreement as we may require in relation to such waiver. If the property mortgaged, or any part thereof, is farm land that is not a homestead within the meaning of *The Saskatchewan Farm Security Act*, a Principal of the Business (or the applicable Guarantor, as the case may be) agrees to execute Form 7902, Schedule "B" Saskatchewan Certificate or any other such form or agreement as we may require in relation to such certificate. A Principal of the Business (or the applicable Guarantor, as the case may be) will have such documentation commissioned by a Commissioner of Oaths or notarized by a Notary Public, and will obtain a certificate of independent legal advice (in a form satisfactory to CIBC), each as we may request or require.

- ix) **Saskatchewan Waivers.** To the extent permitted by law or statute, the Business (or the applicable Guarantor, as the case may be) hereby waives the benefit of, and waives and releases all rights and protections given by any and all provisions of all applicable conditional sales, credit regulation, seizure exemption or debt protection statutes or regulations which would in any manner affect, restrict or limit the rights of CIBC including, without limitation, *The Limitation of Civil Rights Act* and Part IV (excepting only section 46) of *The Saskatchewan Farm Security Act*. Form 9737 (Waiver of Exemption Protection for Specified Chattels) or any other such form or agreement as we may require in relation to such waiver or certificate as required by *The Saskatchewan Farm Security Act* must be executed and, if required or requested by CIBC, Form 7904, Schedule "C", Certificate of Independent Legal Advice or any other form of independent legal advice in substance satisfactory to CIBC must be delivered to us prior to any advance under any Credit.
- c) **General Security Agreement / Movable Hypothec.** The General Security Agreement (or in Quebec, the Movable Hypothec) provided by the Business shall be according to the terms of Part V (or Part VI as the case may be) of this booklet.
- d) **Payment of Fees and Expenses.** Any amounts payable under this Part IV will form part of the Liabilities and CIBC may debit the Business' CIBC business operating account for any such amounts.

Part V

General Security Agreement

This Part V applies if the Business has agreed to provide a General Security Agreement.

- 1. Grant of Security.** As a general and continuing collateral security for the due payment and performance of all the Liabilities, the Business agrees to mortgage, charge and assign to CIBC, and grant to CIBC, and CIBC takes, a Security Interest in all present and after-acquired undertaking and Personal Property (but excluding Consumer Goods) of the Business and all property described in any attachments or schedules to the Credit Agreement that the Business may from time to time sign and provide to CIBC, and in all present and future Accessions to, and all Proceeds of, any such property (collectively, the "Collateral").
- 2. Places of Business.** The Business represents and warrants that it has disclosed in writing to CIBC the location of all existing Places of Business and agrees to promptly notify CIBC in writing of any additional Places of Business as soon as they are established. The Business agrees that, subject to Section 4 of this Part V, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
- 3. Collateral Free of Charges.** The Business represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Business will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken. Such amounts will form part of the Liabilities.
- 4. Use of Collateral.** The Business will not, without CIBC's prior written consent, sell, lease, charge, assign, transfer or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of business) nor will it permit any other Person to do any of the same. All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of business, will be received by the Business as trustee for CIBC and will be immediately paid to CIBC.
- 5. Insurance.** The Business will keep the Collateral insured according to the terms of Section 15 of Part I of this booklet.
- 6. Information and Inspection.** The Business will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and its financial or business affairs. The Business will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Business ceases holding such Serial Number

Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Business authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC. In addition, the Business authorizes CIBC or any of its agents to obtain information about any Collateral or security the Business has charged or pledged to CIBC, including, without limitation, information regarding title to the Collateral.

7. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Business of the existence of the Credit Agreement, the Security Interest we have in such Receivables, the terms set out in the Credit Agreement and any other information in relation to the Credit(s) reasonably necessary to protect our Security Interest in such Receivables. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
8. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Business.
9. **Default.**
- a) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
- i) the Business does not pay any of the Liabilities when due;
 - ii) the Business (or any Guarantor) does not observe or perform any of its obligations under the Credit Agreement or any other agreement or document existing at any time between the Business (or any Guarantor) and CIBC;
 - iii) any representation, warranty or statement made (or deemed to have been made) by the Business (or any Guarantor) or on the Business' (or any Guarantor's) behalf to CIBC is incorrect or untrue in any material respect at the time when or as of which it was made (or deemed to have been made);
 - iv) any part of the security held by us as security for the Credit(s) (including any personal guarantee given by a Guarantor) terminates or is no longer effective (without our prior consent);
 - v) the Business ceases, or threatens to cease, to carry on in the normal course its business or any material part thereof (or it appears to CIBC (acting reasonably) that that may happen);
 - vi) if the Business is a corporation, there is, in CIBC's reasonable opinion, a

change in effective control of the Business, or if the Business is a partnership, there is a dissolution or change in the membership of the partnership;

- vii) the Business becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Business; or, if the Business is a corporation, steps are taken under any legislation by or against the Business seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
- viii) a Receiver, trustee, custodian or other similar official is appointed in respect of the Business or any of its (or, in the case where a mortgage / immovable hypothec has been given by a Guarantor as security for the Credit(s), that Guarantor's) property;
- ix) the holder of a Charge takes possession of all or any part of the Business' property, or a distress, execution or other similar process is levied against all or any part of such property;
- x) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy;
- xi) CIBC in its sole discretion makes demand for payment of all Liabilities and such Liabilities are not repaid by the date due.

Notwithstanding any of the above events or conditions being considered a Default, each of the Business and the Guarantor(s) understands and agrees that the Credit(s) are demand credit(s) and that CIBC may in its sole discretion make demand for repayment of all outstanding Liabilities and may, in its sole discretion, cancel any unused portion of any Credit, in accordance with the terms of the Credit Agreement.

- b) **Rights upon Default.** Upon Default, CIBC and/or a Receiver, as applicable, will to the extent permitted by law have the following rights:
- i) *Appointment of Receiver.* CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Business' agent. CIBC may from time to time fix the Receiver's remuneration and the Business will pay CIBC the amount of such remuneration. CIBC will not be liable to the Business or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
 - ii) *Dealings with the Collateral.* CIBC and/or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC and/or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Business'

operations or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC and/or the Receiver considers appropriate. CIBC and/or the Receiver may (without charge and to the exclusion of all other Persons including the Business) enter upon any Place of Business.

- iii) *Realization.* CIBC and/or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Business or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC and/or the Receiver considers appropriate. CIBC and/or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on the Business' behalf or otherwise.
 - iv) *Application of Proceeds After Default.* All Proceeds of Collateral received by CIBC and/or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under the Credit Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC and/or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by the Credit Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.
- c) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in the Credit Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.
- d) **Deficiency.** The Business will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.
10. **CIBC not Liable.** CIBC will not be liable to the Business, a Principal, a Guarantor, or any other Person for any failure or delay in exercising any of its rights under the Credit Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel

Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent. CIBC will not be liable to the Business, any Principal, any Guarantor or any other Person for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any Receivers appointed by CIBC, in the course of any of its or their actions.

11. **Charges and Expenses.** The Business agrees to pay on demand all costs and expenses incurred (including among other things legal fees) and fees charged by CIBC in connection with preparing, obtaining, reviewing, renewing, amending, maintaining or discharging security granted under the Credit Agreement or establishing, reviewing, renewing, maintaining, amending or confirming the priority of the Charges created by the Credit Agreement (including, without limitation, this Part V), or by law, compliance with any demand by any Person under the PPSA (or the UCC if the Business has assets in the United States, or under any other similar registry system in any jurisdiction in which the Business has assets) to provide particulars, to prepare, renew, review, maintain, amend or to discharge any registration relating to the Credit Agreement, and by CIBC and/or any Receiver in exercising any remedy under the Credit Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on business on behalf of the Business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities and will form part of the Liabilities, and the Business agrees to reimburse CIBC upon demand for any amount so paid. If the Business does not reimburse CIBC upon demand for such amounts, the Business agrees to pay the Excess Interest Rate until the date on which the Business reimburses CIBC in full for such amounts.
12. **Further Assurances.** The Business will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements (or the equivalent in other jurisdictions, including any filings required to be made under the UCC if the Business has assets in the United States), other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of the Credit Agreement or any other Charge against any of the Business' real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to the Credit Agreement. The Business irrevocably appoints the manager or the acting manager from time to time of CIBC's branch or location that administers the Credit Agreement as its attorney (with full powers of substitution and delegation) to sign, upon Default or as otherwise determined by CIBC in its sole discretion, all documents required to give effect to this Section. Nothing in this Section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements (or the equivalent in any other jurisdiction), notices, verification agreements and other documents relating to the Collateral and the Credit Agreement as CIBC or such other Person considers appropriate.

13. Security.

- a) **Reservation of the Last Day of any Lease.** The Charges created by the Credit Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Business will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under the Credit Agreement following Default, will assign such last day as directed by CIBC.
- b) **Attachment and Perfection of Security Interest.** The Security Interests created by the Credit Agreement are intended to attach (i) to existing Collateral when the Credit Agreement is signed, and (ii) to Collateral subsequently acquired by the Business, immediately upon the Business acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by the Credit Agreement unless otherwise agreed in writing. CIBC may take all steps necessary to perfect or preserve its security interest.
- c) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Business to acquire rights in or to any of the Collateral, the Business will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Business grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- d) **Description of Collateral.** The fact that there may not be a description of any property in a schedule or attachment to the Credit Agreement or any security document signed in relation to the Credit Agreement does not affect the nature or validity of CIBC's security in the Collateral.
- e) **Additional Security.** The Charges created by the Credit Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.

- 14. Notice.** CIBC may send the Business, by prepaid regular mail addressed to the Business at its address last known to CIBC, copies of any documents required by the PPSA (or any other legislation governing the Collateral, including, without limitation, the UCC) to be delivered by CIBC to the Business. Any document mailed in this manner will be deemed to have been received by the Business upon the earlier of actual receipt by the Business and the expiry of 5 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date. If permitted by law, the Business waives the right to sign or receive a copy of any financing statement or financing change statement (or the equivalent in any other jurisdiction), or any statement issued by any registry that confirms any registration of a financing statement or financing change statement (or the equivalent in any other jurisdiction), relating to the Credit Agreement.

15. Definitions. In this Part V:

- "Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA (or, if such words relate to assets located in the United States, they have the meanings given to them in the UCC).
- "Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Business (or any Person on its behalf) has access.
- "Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.
- "Collateral" has the meaning set out in Section 1 of this Part V.
- "Consumer Goods" has the meaning given to it in the PPSA.
- "Default" has the meaning set out in subsection 9(a) of this Part V.
- "Liabilities" has the meaning set out in Section 1 of Part I.
- "Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.
- "Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.
- "Place of Business" means a location where the Business carries on its business and/or operations or where any of the Collateral is located (including any location described in the Credit Agreement).
- "PPSA" means the *Personal Property Security Act* in the province or territory where the Business' principal place of business is located, or if there is more than one place of business, where the Business' chief executive office is located, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation).
- "Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Business.
- "Receiver" means a receiver or a receiver and manager.
- "Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.
- "Serial Number" means the number that the Person who manufactured or

constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information or identification number to be used for registration purposes of such Serial Number Good.

- "Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.
- "UCC" means the Uniform Commercial Code in force in the United States, including any regulations, supplements or amendments thereto from time to time.

Part VI

Hypothec granted by the Business

This Part VI applies if the Business has agreed to provide a hypothec to CIBC.

1. **Hypothec in Quebec.** The Business agrees to sign CIBC's form of hypothec (or such other form that is satisfactory to CIBC) with respect to its property as continuing security for its obligations under the Credit Agreement as well as all other debts owing by the Business to CIBC from time to time. We may refuse to advance funds until the Business has done so, and the hypothec has been registered (published) to our satisfaction and we are satisfied that there are no encumbrances, other than those we approve of, against the property.
2. **Other security.** Security granted to us under this Part VI (or under Part V, as the case may be) does not replace any other security held by us.

Part VII

Personal Guarantees

This Part VII applies to each Key Principal and Principal who has signed the Personal Guarantee section in the Credit Agreement as a Guarantor.

For valuable consideration, each of the Key Principal and the Principal(s) that have signed the Credit Agreement in the capacity as personal guarantor (referred to collectively as the "Guarantors") and the Business agree as follows:

1. **Joint and Several debt.** Each of the Guarantors acknowledges and agrees that the obligations of the Guarantors are joint and several (in Quebec, solidary) as between the Guarantors.
2. **Demand and Repayment.** CIBC may demand payment of the Liabilities (as defined in Section 1 of Part I) from any Guarantor before taking legal steps to receive payment from the Business. Upon CIBC's demand, each Guarantor agrees to immediately pay CIBC the amount of the Liabilities, plus any reasonable expenses (including legal fees and disbursements) of enforcement of the demand made on the Business and/or Guarantors and outstanding interest (including interest on overdue interest compounded monthly) and interest on unpaid amounts due under any Personal Guarantee provided by the Guarantors calculated from the date on which those amounts were originally demanded until payment in full, both

before and after judgment, at the rate and in the currency applicable to the Liabilities. Demand is considered to have been made upon personal delivery in writing to the address of the Guarantor shown on the Credit Agreement, (or varied by written notice received by CIBC), or following 5 business days of mailing by CIBC. Unless otherwise agreed, each Guarantor's obligation to pay the Liabilities is unlimited, absolute and unconditional and will not be reduced for any reason, including (without limitation):

- a) Credit Limit changes,
 - b) interest rate changes,
 - c) Spread changes,
 - d) Credit changes or changes to any of the terms of the Credit Agreement,
 - e) changes to the amortization period of a Credit,
 - f) any renewal, extension or amendment of the Credit Agreement (whether or not such Guarantor has approved or consented to such renewal, extension or amendment),
 - g) problems with any security granted to CIBC,
 - h) failure of CIBC to exhaust its recourse against the Business, or
 - i) any other event that would be a common law, civil law or equitable defence to the obligations of a Guarantor under the Credit Agreement,
- and each Guarantor hereby waives to the extent permitted by law, the right to receive notice of any renewal, extension, amendment or any other notice in relation to any Credit(s) or the Credit Agreement.

3. **Additional Terms.** Each Guarantor further agrees with CIBC that:

- a) All payments required to be made by the Guarantor will not be subject to any right of set-off, compensation or counterclaim that such Guarantor has or may have against the Business or CIBC.
- b) CIBC may at any time after a demand has been made in accordance with Section 2 of this Part VII (*Personal Guarantees*) above, set-off and apply any deposits held by us and any other amounts owed by us to or for the Guarantor on whom demand was made, against any and all of the amounts owing by such Guarantor to CIBC. Each Guarantor expressly waives any right it may have to receive notice of such set-off.
- c) CIBC may apply all moneys received from a Guarantor, the Business or any other Person (including under any security that CIBC may from time to time hold) upon such part of the Liabilities as CIBC considers appropriate.
- d) Such Guarantor will pay CIBC any amount that CIBC demands and cannot recover from the Business or other Guarantors, as the case may be, immediately following demand as provided in the Credit Agreement, to the extent of the outstanding Liabilities.
- e) This is a continuing guarantee of the Liabilities, until such time as the Liabilities are paid in full.
- f) Payments made by Guarantors or the Business will be governed by the terms of the Business' CIBC business operating account agreement and the Credit Agreement.

THIS IS **EXHIBIT “L”** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BE136400C72D4E9

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



00322, 1580-1582 THE QUEENSWAY, ETOBICOKE, ON M8Z1V1
Bank Office

For valuable consideration, the undersigned (the "Customer") agrees with Canadian Imperial Bank of Commerce ("CIBC") as follows:

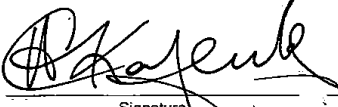

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of any such property (collectively, the "Collateral") as a general and continuing collateral security for the due payment and performance of the Liabilities:
 - a) **Specific Personal Property:** the Personal Property described in Schedule A.
 - b) **All Personal Property:** all of the Customer's present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A).
 - c) **All Real Property:** all of the Customer's present and after-acquired real Property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b), or (c) are to apply. If no box is checked off, paragraph (b) will apply.

2. **Governing Law.** This agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. The Additional Terms and Conditions (including any schedules) on the following pages form part of this agreement.

The Customer has signed this Agreement on _____

KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION Name (Record in full)	 Signature	 Signature
1888 WILSON AVE, Address	 Name & Title	 Name & Title
TORONTO, Ontario, M9M1A7 City, Province, Postal Code	07/15/2019 Date	 Date

Note: If the Customer is a corporation, the office (such as "President" or "Secretary") of the person signing should be noted below that person's signature.

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Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

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Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

CONFIDENTIAL

Additional Terms And Conditions

3. **Places of Business.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
4. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.
5. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.
6. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.
7. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC.
8. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
9. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.

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10. Default.

- (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
- (a) the Customer does not pay any of the Liabilities when due;
 - (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;
 - (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
 - (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
 - (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
 - (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
 - (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or
 - (i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.
- (2) **Rights upon Default.** Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.
- (a) **Appointment of Receiver.** CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent. CIBC may from time to time fix the Receiver's remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
 - (b) **Dealings with the Collateral.** CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the

CONFIDENTIAL

Security Agreement

Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.

- (c) **Realization.** CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.
- (d) **Application of Proceeds After Default.** All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.
- (3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.
- (4) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.
11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent.
12. **Charges and Expenses.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by CIBC in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by CIBC or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer's business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities, and the Customer will reimburse CIBC upon demand for any amount so paid.
13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer's real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect

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to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints the Manager or the Acting Manager from time to time of CIBC's branch specified on the first page of this Agreement as the Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

14. **Dealings by CIBC.** CIBC may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by CIBC, as CIBC considers appropriate without affecting the Customer's obligations to CIBC or CIBC's rights under this Agreement.

15. **Definitions.** In this Agreement:

"Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA.

"Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Customer (or any Person on the Customer's behalf) has access.

"Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

"Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.

"Default" has the meaning set out in subsection 10(1).

"Liabilities" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to CIBC, wherever and however incurred and any unpaid balance thereof.

"Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.

"Person" means any natural person or artificial body (including among others any firm, corporation or government).

"Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

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"Place of Business" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

"PPSA" means the Personal Property Security Act in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation) and in the case of any province or territory that does not have an act by that name, such legislation as deals generally with Charges on personal property.

"Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.

"Receiver" means a receiver or a receiver and manager.

"Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.

"Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.


"Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

16. General.

- (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under this Agreement following Default, will assign such last day as directed by CIBC.
- (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach
 - i) to existing Collateral when the Customer signs this Agreement, and
 - ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- (4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.
- (5) **Entire Agreement.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.

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THIS IS **EXHIBIT "M"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

BE136400C72D4E9

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

Farm Security Act, a Principal of the Business (or the applicable Guarantor, as the case may be) agrees to (A) make a co-application with CIBC, to the Saskatchewan Farm Security Board to waive home quarter protection pursuant to subsection 44(12) of *The Saskatchewan Farm Security Act*, and (B) execute Form 7903, Co-Application to Waive Home Quarter Protection or any other such form or agreement as we may require in relation to such waiver. If the property mortgaged, or any part thereof, is farm land that is not a homestead within the meaning of *The Saskatchewan Farm Security Act*, a Principal of the Business (or the applicable Guarantor, as the case may be) agrees to execute Form 7902, Schedule "B" Saskatchewan Certificate or any other such form or agreement as we may require in relation to such certificate. A Principal of the Business (or the applicable Guarantor, as the case may be) will have such documentation commissioned by a Commissioner of Oaths or notarized by a Notary Public, and will obtain a certificate of independent legal advice (in a form satisfactory to CIBC), each as we may request or require.

- ix) **Saskatchewan Waivers.** To the extent permitted by law or statute, the Business (or the applicable Guarantor, as the case may be) hereby waives the benefit of, and waives and releases all rights and protections given by any and all provisions of all applicable conditional sales, credit regulation, seizure exemption or debt protection statutes or regulations which would in any manner affect, restrict or limit the rights of CIBC including, without limitation, *The Limitation of Civil Rights Act* and Part IV (excepting only section 46) of *The Saskatchewan Farm Security Act*. Form 9737 (Waiver of Exemption Protection for Specified Chattels) or any other such form or agreement as we may require in relation to such waiver or certificate as required by *The Saskatchewan Farm Security Act* must be executed and, if required or requested by CIBC, Form 7904, Schedule "C", Certificate of Independent Legal Advice or any other form of independent legal advice in substance satisfactory to CIBC must be delivered to us prior to any advance under any Credit.
- c) **General Security Agreement / Movable Hypothec.** The General Security Agreement (or in Quebec, the Movable Hypothec) provided by the Business shall be according to the terms of Part V (or Part VI as the case may be) of this booklet.
- d) **Payment of Fees and Expenses.** Any amounts payable under this Part IV will form part of the Liabilities and CIBC may debit the Business' CIBC business operating account for any such amounts.

Part V

General Security Agreement

This Part V applies if the Business has agreed to provide a General Security Agreement.

1. **Grant of Security.** As a general and continuing collateral security for the due payment and performance of all the Liabilities, the Business agrees to mortgage, charge and assign to CIBC, and grant to CIBC, and CIBC takes, a Security Interest in all present and after-acquired undertaking and Personal Property (but excluding Consumer Goods) of the Business and all property described in any attachments or schedules to the Credit Agreement that the Business may from time to time sign and provide to CIBC, and in all present and future Accessions to, and all Proceeds of, any such property (collectively, the "Collateral").
2. **Places of Business.** The Business represents and warrants that it has disclosed in writing to CIBC the location of all existing Places of Business and agrees to promptly notify CIBC in writing of any additional Places of Business as soon as they are established. The Business agrees that, subject to Section 4 of this Part V, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
3. **Collateral Free of Charges.** The Business represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Business will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken. Such amounts will form part of the Liabilities.
4. **Use of Collateral.** The Business will not, without CIBC's prior written consent, sell, lease, charge, assign, transfer or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of business) nor will it permit any other Person to do any of the same. All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of business, will be received by the Business as trustee for CIBC and will be immediately paid to CIBC.
5. **Insurance.** The Business will keep the Collateral insured according to the terms of Section 15 of Part I of this booklet.
6. **Information and Inspection.** The Business will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and its financial or business affairs. The Business will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Business ceases holding such Serial Number

Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Business authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC. In addition, the Business authorizes CIBC or any of its agents to obtain information about any Collateral or security the Business has charged or pledged to CIBC, including, without limitation, information regarding title to the Collateral.

7. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Business of the existence of the Credit Agreement, the Security Interest we have in such Receivables, the terms set out in the Credit Agreement and any other information in relation to the Credit(s) reasonably necessary to protect our Security Interest in such Receivables. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
8. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Business.
9. **Default.**
- a) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
- i) the Business does not pay any of the Liabilities when due;
 - ii) the Business (or any Guarantor) does not observe or perform any of its obligations under the Credit Agreement or any other agreement or document existing at any time between the Business (or any Guarantor) and CIBC;
 - iii) any representation, warranty or statement made (or deemed to have been made) by the Business (or any Guarantor) or on the Business' (or any Guarantor's) behalf to CIBC is incorrect or untrue in any material respect at the time when or as of which it was made (or deemed to have been made);
 - iv) any part of the security held by us as security for the Credit(s) (including any personal guarantee given by a Guarantor) terminates or is no longer effective (without our prior consent);
 - v) the Business ceases, or threatens to cease, to carry on in the normal course its business or any material part thereof (or it appears to CIBC (acting reasonably) that that may happen);
 - vi) if the Business is a corporation, there is, in CIBC's reasonable opinion, a

change in effective control of the Business, or if the Business is a partnership, there is a dissolution or change in the membership of the partnership;

- vii) the Business becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Business; or, if the Business is a corporation, steps are taken under any legislation by or against the Business seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
- viii) a Receiver, trustee, custodian or other similar official is appointed in respect of the Business or any of its (or, in the case where a mortgage / immovable hypothec has been given by a Guarantor as security for the Credit(s), that Guarantor's) property;
- ix) the holder of a Charge takes possession of all or any part of the Business' property, or a distress, execution or other similar process is levied against all or any part of such property;
- x) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy;
- xi) CIBC in its sole discretion makes demand for payment of all Liabilities and such Liabilities are not repaid by the date due.

Notwithstanding any of the above events or conditions being considered a Default, each of the Business and the Guarantor(s) understands and agrees that the Credit(s) are demand credit(s) and that CIBC may in its sole discretion make demand for repayment of all outstanding Liabilities and may, in its sole discretion, cancel any unused portion of any Credit, in accordance with the terms of the Credit Agreement.

- b) **Rights upon Default.** Upon Default, CIBC and/or a Receiver, as applicable, will to the extent permitted by law have the following rights:
- i) *Appointment of Receiver.* CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Business' agent. CIBC may from time to time fix the Receiver's remuneration and the Business will pay CIBC the amount of such remuneration. CIBC will not be liable to the Business or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
 - ii) *Dealings with the Collateral.* CIBC and/or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC and/or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Business'

operations or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC and/or the Receiver considers appropriate. CIBC and/or the Receiver may (without charge and to the exclusion of all other Persons including the Business) enter upon any Place of Business.

- iii) *Realization.* CIBC and/or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Business or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC and/or the Receiver considers appropriate. CIBC and/or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on the Business' behalf or otherwise.
 - iv) *Application of Proceeds After Default.* All Proceeds of Collateral received by CIBC and/or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under the Credit Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC and/or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by the Credit Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.
- c) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in the Credit Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.
- d) **Deficiency.** The Business will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.
10. **CIBC not Liable.** CIBC will not be liable to the Business, a Principal, a Guarantor, or any other Person for any failure or delay in exercising any of its rights under the Credit Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel

Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent. CIBC will not be liable to the Business, any Principal, any Guarantor or any other Person for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any Receivers appointed by CIBC, in the course of any of its or their actions.

11. **Charges and Expenses.** The Business agrees to pay on demand all costs and expenses incurred (including among other things legal fees) and fees charged by CIBC in connection with preparing, obtaining, reviewing, renewing, amending, maintaining or discharging security granted under the Credit Agreement or establishing, reviewing, renewing, maintaining, amending or confirming the priority of the Charges created by the Credit Agreement (including, without limitation, this Part V), or by law, compliance with any demand by any Person under the PPSA (or the UCC if the Business has assets in the United States, or under any other similar registry system in any jurisdiction in which the Business has assets) to provide particulars, to prepare, renew, review, maintain, amend or to discharge any registration relating to the Credit Agreement, and by CIBC and/or any Receiver in exercising any remedy under the Credit Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on business on behalf of the Business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities and will form part of the Liabilities, and the Business agrees to reimburse CIBC upon demand for any amount so paid. If the Business does not reimburse CIBC upon demand for such amounts, the Business agrees to pay the Excess Interest Rate until the date on which the Business reimburses CIBC in full for such amounts.
12. **Further Assurances.** The Business will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements (or the equivalent in other jurisdictions, including any filings required to be made under the UCC if the Business has assets in the United States), other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of the Credit Agreement or any other Charge against any of the Business' real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to the Credit Agreement. The Business irrevocably appoints the manager or the acting manager from time to time of CIBC's branch or location that administers the Credit Agreement as its attorney (with full powers of substitution and delegation) to sign, upon Default or as otherwise determined by CIBC in its sole discretion, all documents required to give effect to this Section. Nothing in this Section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements (or the equivalent in any other jurisdiction), notices, verification agreements and other documents relating to the Collateral and the Credit Agreement as CIBC or such other Person considers appropriate.

13. Security.

- a) **Reservation of the Last Day of any Lease.** The Charges created by the Credit Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Business will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under the Credit Agreement following Default, will assign such last day as directed by CIBC.
- b) **Attachment and Perfection of Security Interest.** The Security Interests created by the Credit Agreement are intended to attach (i) to existing Collateral when the Credit Agreement is signed, and (ii) to Collateral subsequently acquired by the Business, immediately upon the Business acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by the Credit Agreement unless otherwise agreed in writing. CIBC may take all steps necessary to perfect or preserve its security interest.
- c) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Business to acquire rights in or to any of the Collateral, the Business will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Business grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- d) **Description of Collateral.** The fact that there may not be a description of any property in a schedule or attachment to the Credit Agreement or any security document signed in relation to the Credit Agreement does not affect the nature or validity of CIBC's security in the Collateral.
- e) **Additional Security.** The Charges created by the Credit Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.

- 14. Notice.** CIBC may send the Business, by prepaid regular mail addressed to the Business at its address last known to CIBC, copies of any documents required by the PPSA (or any other legislation governing the Collateral, including, without limitation, the UCC) to be delivered by CIBC to the Business. Any document mailed in this manner will be deemed to have been received by the Business upon the earlier of actual receipt by the Business and the expiry of 5 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date. If permitted by law, the Business waives the right to sign or receive a copy of any financing statement or financing change statement (or the equivalent in any other jurisdiction), or any statement issued by any registry that confirms any registration of a financing statement or financing change statement (or the equivalent in any other jurisdiction), relating to the Credit Agreement.

15. Definitions. In this Part V:

- "Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA (or, if such words relate to assets located in the United States, they have the meanings given to them in the UCC).
- "Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Business (or any Person on its behalf) has access.
- "Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.
- "Collateral" has the meaning set out in Section 1 of this Part V.
- "Consumer Goods" has the meaning given to it in the PPSA.
- "Default" has the meaning set out in subsection 9(a) of this Part V.
- "Liabilities" has the meaning set out in Section 1 of Part I.
- "Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.
- "Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.
- "Place of Business" means a location where the Business carries on its business and/or operations or where any of the Collateral is located (including any location described in the Credit Agreement).
- "PPSA" means the *Personal Property Security Act* in the province or territory where the Business' principal place of business is located, or if there is more than one place of business, where the Business' chief executive office is located, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation).
- "Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Business.
- "Receiver" means a receiver or a receiver and manager.
- "Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.
- "Serial Number" means the number that the Person who manufactured or

constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information or identification number to be used for registration purposes of such Serial Number Good.

- "Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.
- "UCC" means the Uniform Commercial Code in force in the United States, including any regulations, supplements or amendments thereto from time to time.

Part VI

Hypothec granted by the Business

This Part VI applies if the Business has agreed to provide a hypothec to CIBC.

1. **Hypothec in Quebec.** The Business agrees to sign CIBC's form of hypothec (or such other form that is satisfactory to CIBC) with respect to its property as continuing security for its obligations under the Credit Agreement as well as all other debts owing by the Business to CIBC from time to time. We may refuse to advance funds until the Business has done so, and the hypothec has been registered (published) to our satisfaction and we are satisfied that there are no encumbrances, other than those we approve of, against the property.
2. **Other security.** Security granted to us under this Part VI (or under Part V, as the case may be) does not replace any other security held by us.

Part VII

Personal Guarantees

This Part VII applies to each Key Principal and Principal who has signed the Personal Guarantee section in the Credit Agreement as a Guarantor.

For valuable consideration, each of the Key Principal and the Principal(s) that have signed the Credit Agreement in the capacity as personal guarantor (referred to collectively as the "Guarantors") and the Business agree as follows:

1. **Joint and Several debt.** Each of the Guarantors acknowledges and agrees that the obligations of the Guarantors are joint and several (in Quebec, solidary) as between the Guarantors.
2. **Demand and Repayment.** CIBC may demand payment of the Liabilities (as defined in Section 1 of Part I) from any Guarantor before taking legal steps to receive payment from the Business. Upon CIBC's demand, each Guarantor agrees to immediately pay CIBC the amount of the Liabilities, plus any reasonable expenses (including legal fees and disbursements) of enforcement of the demand made on the Business and/or Guarantors and outstanding interest (including interest on overdue interest compounded monthly) and interest on unpaid amounts due under any Personal Guarantee provided by the Guarantors calculated from the date on which those amounts were originally demanded until payment in full, both

before and after judgment, at the rate and in the currency applicable to the Liabilities. Demand is considered to have been made upon personal delivery in writing to the address of the Guarantor shown on the Credit Agreement, (or varied by written notice received by CIBC), or following 5 business days of mailing by CIBC. Unless otherwise agreed, each Guarantor's obligation to pay the Liabilities is unlimited, absolute and unconditional and will not be reduced for any reason, including (without limitation):

- a) Credit Limit changes,
 - b) interest rate changes,
 - c) Spread changes,
 - d) Credit changes or changes to any of the terms of the Credit Agreement,
 - e) changes to the amortization period of a Credit,
 - f) any renewal, extension or amendment of the Credit Agreement (whether or not such Guarantor has approved or consented to such renewal, extension or amendment),
 - g) problems with any security granted to CIBC,
 - h) failure of CIBC to exhaust its recourse against the Business, or
 - i) any other event that would be a common law, civil law or equitable defence to the obligations of a Guarantor under the Credit Agreement,
- and each Guarantor hereby waives to the extent permitted by law, the right to receive notice of any renewal, extension, amendment or any other notice in relation to any Credit(s) or the Credit Agreement.

3. Additional Terms.

Each Guarantor further agrees with CIBC that:

- a) All payments required to be made by the Guarantor will not be subject to any right of set-off, compensation or counterclaim that such Guarantor has or may have against the Business or CIBC.
- b) CIBC may at any time after a demand has been made in accordance with Section 2 of this Part VII (*Personal Guarantees*) above, set-off and apply any deposits held by us and any other amounts owed by us to or for the Guarantor on whom demand was made, against any and all of the amounts owing by such Guarantor to CIBC. Each Guarantor expressly waives any right it may have to receive notice of such set-off.
- c) CIBC may apply all moneys received from a Guarantor, the Business or any other Person (including under any security that CIBC may from time to time hold) upon such part of the Liabilities as CIBC considers appropriate.
- d) Such Guarantor will pay CIBC any amount that CIBC demands and cannot recover from the Business or other Guarantors, as the case may be, immediately following demand as provided in the Credit Agreement, to the extent of the outstanding Liabilities.
- e) This is a continuing guarantee of the Liabilities, until such time as the Liabilities are paid in full.
- f) Payments made by Guarantors or the Business will be governed by the terms of the Business' CIBC business operating account agreement and the Credit Agreement.

THIS IS **EXHIBIT "N"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Handwritten signature of Katherine Yurkovich in blue ink.

BE 130400C72D4F9

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



LAND
REGISTRY
OFFICE #66

10289-0036 (LT)

PAGE 1 OF 1

PREPARED FOR Magdalena

ON 2023/04/20 AT 12:21:53

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

PROPERTY DESCRIPTION: LT 50 PL 1953 TWP OF YORK EXCEPT PT 14 EXPROP PL 7124 (NY431267); TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10289-0102

PIN CREATION DATE:

2002/06/24

OWNERS' NAMES

1340182 ONTARIO LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**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: 2002/06/24 **						
TR39200	1999/03/24	TRANSFER	\$229,500	FIND, JOSEPH FIND, MARGIT	1340182 ONTARIO LIMITED	C
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
AT5108239	2019/04/04	CHARGE	\$1,000,000	1340182 ONTARIO LIMITED	923944 ONTARIO LTD.	C
AT5203051	2019/08/01	CHARGE	\$945,000	1340182 ONTARIO LIMITED	CANADIAN IMPERIAL BANK OF COMMERCE	C
AT6163499	2022/08/19	CHARGE	\$200,000	1340182 ONTARIO LIMITED	BRYAN, ARTHUR	C

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 "O"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF100480C72D4F9...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

LRO # 80 **Charge/Mortgage**Registered as **AT5108239** on 2019 04 04 at 11:50

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

Properties

PIN 10289 - 0036 LT *Interest/Estate* Fee Simple
Description LT 50 PL 1953 TWP OF YORK EXCEPT PT 14 EXPROP PL 7124 (NY431267);
 TORONTO (N YORK) , CITY OF TORONTO
Address 1888 WILSON AVENUE
 TORONTO

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1340182 ONTARIO LIMITED
Address for Service 1888 Wilson Avenue
 Toronto Ontario
 M9M 1A7

I, COURTNEY KAZEMBE, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name 923944 ONTARIO LTD.
Address for Service 3917 Penny Lane
 Mississauga Ontario
 L4T 4B8

Statements

Schedule: See Schedules

Provisions

Principal \$1,000,000.00 *Currency* CDN
Calculation Period monthly
Balance Due Date 2020/05/01
Interest Rate 9.0%
Payments \$7,500.00
Interest Adjustment Date 2019 05 01
Payment Date first day of each month
First Payment Date 2019 06 01
Last Payment Date 2020 05 01
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor COURTNEY KAZEMBE

Signed By

Mark Teddy Frydman 555 Wilson Heights Blvd., Unit 4 acting for Signed 2019 04 04
 Toronto Chargor(s)
 M3H 6B5

Tel 416-398-9103

Fax 416-398-9097

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

Submitted By

MARK T FRYDMAN LAW OFFICE 555 Wilson Heights Blvd., Unit 4 2019 04 04
 Toronto
 M3H 6B5

Tel 416-398-9103

Fax 416-398-9097

LRO # 80 **Charge/Mortgage**

Registered as AT5108239 on 2019 04 04 at 11:50

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$64.40
<i>Total Paid</i>	\$64.40

ADDITIONAL PROVISIONS

1. On the commencement date of the Charge, the Chargor shall provide the Chargee with twelve post-dated cheques each in the sum of \$7,500.00 in payment of the mortgage payments due during the term of the mortgage.
2. The mortgage shall immediately become due and payable upon the sale or transfer of the property at the option of the Chargee.
3. Mortgage payments shall be interest only.
4. The Chargor shall pay the Chargee an administration fee of \$250.00 for any cheque that is not honoured by the Chargor's financial institution when presented for payment and an administration fee of \$250.00 for any payment that is not paid on time.
5. Provided that the Chargor is not in default hereunder, he shall have the right to prepay the whole or any part of the principal sum secured at any time or times without notice upon payment of three (3) months interest by way of bonus.
6. In the event that it is necessary for the Chargee to have a letter sent to the Chargor by the Chargee's solicitor because of default or non-payment, then the Chargor shall be charged the sum of \$300.00 for each such letter which sum shall be a charge on the Lands and shall bear interest at the rate herein.
7. It is understood and agreed that should the Chargor be in default under the existing mortgages on the property or should property taxes not be paid to date or should an insurance policy not be in place in respect of the property, then the within Charge shall be deemed to be in default and the Chargee shall be entitled to all remedies accorded to him by law.
8. In the event that the Chargee is required to make any payment to any corporation, financial institution, governmental authority or individual on behalf of the Chargor or if the Chargee brings a lapsed insurance policy current, an administration fee of \$1,000.00 shall be charged for each such payment and added to the mortgage debt.
9. A Discharge and Administration Fee in the sum of \$500.00 shall be payable by the Chargor to the Chargee in respect of the preparation of a final Discharge of Charge and as well the Chargor shall pay the Chargee's solicitor's usual discharge and registration fee for preparing and registering the Discharge.
10. Renewal Fee - \$50,000.00. At the option of the Chargee, the term of the mortgage shall be automatically renewed for a term of one year if the mortgage has not been paid off within one month of the maturity date or each renewed maturity date, and if the renewal fee has not been paid, it shall be added to the mortgage debt.

THIS IS **EXHIBIT "P"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BE136400C72D4E9

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

KETTNER, PHILP, GOLD, FRYDMAN
BARRISTERS & SOLICITORS
IN ASSOCIATION

D.L. KETTNER (1957-2017)
J.D. PHILP (1953-1994)
MARK T. FRYDMAN
HERSCHEL GOLD

555 WILSON HEIGHTS BLVD. UNIT 4
TORONTO, ONTARIO, M3H 6B5

EMAIL: MARKFRYDMAN@YAHOO.CA
TELEPHONE: (416) 398-9103
FACSIMILE: (416) 398-9097

February 14, 2023

Delivered Via Email: julie.fraser@gowlingwlg.com

Gowling WLG (Canada) LLP
Barristers & Solicitors
1 Canadian Place, Suite # 1600
100 King Street West
Toronto, ON M5X 1G5

Attention: Julie Fraser

Dear Ms. Fraser:

RE: 923944 ONTARIO LTD. first mortgage loan to 1340182 ONTARIO LIMITED
1888 Wilson Street, City of Toronto
Your Client: Canadian Imperial Bank of Commerce
Our File No.: 2023 - Discharges

Please be advised that we act as solicitors for 923944 ONTARIO LTD. and have been requested by our client to respond to your email dated February 10th, 2023.

Please be advised that the mortgage is currently in arrears as the cheque tendered in payment of the February 1st, 2023 mortgage payment was not honoured by the Borrower's bank when presented for payment. In addition, there are several outstanding NSF charges.

The current balance outstanding on the mortgage as at the 1st day of February, 2023, is \$1,158,250.00, which sum has been calculated as follows:

Principal	\$1,000,000.00
2020 Renewal Fee - added to mortgage debt	50,000.00
2021 Renewal Fee - added to mortgage debt	50,000.00
2022 Renewal Fee - added to mortgage debt	50,000.00
February 1 st , 2023 - Mortgage Payment	7,500.00
NSF Charges	<u>750.00</u>
TOTAL	\$1,158,250.00

We trust that this is the information that you require.

Yours very truly,

**KETTNER, PHILP,
GOLD, FRYDMAN**


Mark T. Frydman
MTF:jp

THIS IS **EXHIBIT “Q”** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121636.16

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2848)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 1340182 ONTARIO LIMITED

FILE CURRENCY : 19APR 2023

ENQUIRY NUMBER 20230420121636.16 CONTAINS 4 PAGE(S), 2 FAMILY(IES).

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.

GOWLING WLG (CANADA) LLP - TORONTO - MARK EMMANUEL

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1G5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj6 05/2022)

CONTINUED... 2



RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121636.16

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2849)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1340182 ONTARIO LIMITED
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
790708968

00
01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20230213 1242 1590 0916 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 1340182 ONTARIO LIMITED

04 ADDRESS 1888 WILSON AVENUE TORONTO ONTARIO CORPORATION NO. ON M9M 1A7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT CANADIAN IMPERIAL BANK OF COMMERCE

09 ADDRESS 305 MILNER AVENUE, 6TH FLOOR SCARBOROUGH ON M1B 3V4

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT GOWLING WLG (CANADA) LLP (K. YURKOVICH)
17 ADDRESS SUITE 1600, 100 KING STREET WEST TORONTO ON M5X 1G5

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2850)

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121636.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1340182 ONTARIO LIMITED
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
753252471

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 1 20190711 1140 1219 1514 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

1340182 ONTARIO LIMITED.

ONTARIO CORPORATION NO.
ON M9M 1A7

04 ADDRESS 1888 WILSON AVE, TORONTO,

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / CANADIAN IMPERIAL BANK OF COMMERCE
09 LIEN CLAIMANT

ADDRESS 305 MILNER 6TH FLOOR SCARBOROUGH ON M1B 3V4

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO-FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
10 X X X X

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121636.16

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2851)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1340182 ONTARIO LIMITED
FILE CURRENCY : 19APR 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
790708968	20230213	1242	1590	0916
753252471	20190711	1140	1219	1514

2 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crj)6 05/2022)



THIS IS **EXHIBIT "R"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:



*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121705.78

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2852)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION

FILE CURRENCY : 19APR 2023

ENQUIRY NUMBER 20230420121705.78 CONTAINS 7 PAGE(S), 2 FAMILY(IES).

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.

GOWLING WLG (CANADA) LLP - TORONTO - MARK EMMANUEL

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1G5

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj/s 05/2022)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121705.78

REPORT : PSSR060
PAGE : 2
(2853)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
740447667

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 2 20180612 1739 1902 7231 P PPSA 06

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION BUSINESS NAME
04 1888 WILSON AVE TORONTO ON M9M 1A7 ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.
09 SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO. FIXED MATURITY DATE
X X

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

13 GENERAL COLLATERAL DESCRIPTION COPIER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

14 REGISTERING AGENT AVS SYSTEMS INC.
15 ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej1fv 05/2022)



RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121705.78

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2854)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
740447667

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20180612 1739 1902 7231		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

13

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)



RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121705.78

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2855)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
721494171

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20161012 1711 1219 2838	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02 03		KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION		

ADDRESS	TORONTO	ONTARIO CORPORATION NO.
04	104-2801 KEELE ST,	ON M3M 2G6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 06				

ADDRESS	ONTARIO CORPORATION NO.
07	

SECURED PARTY / LIEN CLAIMANT	CANADIAN IMPERIAL BANK OF COMMERCE
08	

ADDRESS	SCARBOROUGH	ON	M1B 3V4
09	305 MILNER 6TH FLOOR		

COLLATERAL CLASSIFICATION							
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10	X	X	X	X			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11 12			

GENERAL COLLATERAL DESCRIPTION	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
13 14 15	

REGISTERING AGENT	D+H LIMITED PARTNERSHIP
16	
17	ADDRESS: 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cj1fv 05/2022)



RUN NUMBER : 110
 RUN DATE : 2023/04/20
 ID : 20230420121705.78

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 5
 (2856)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION
 FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20180518 1144 1219 5316	
21	RECORD REFERENCED	FILE NUMBER	721494171		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION		
25	OTHER CHANGE REASON/ DESCRIPTION	CHANGE OF ADDRESS			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME	KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION		
04/07	ADDRESS	1888 WILSON AVE,	TORONTO	ONTARIO CORPORATION NO.	ON M9M 1A7
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
	YEAR	MAKE	MODEL	V.I.N.	DATE OF MATURITY OR
					NO. FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS	D+H LIMITED PARTNERSHIP 2 ROBERT SPECK PARKWAY, 15TH FL	MISSISSAUGA	ON L4Z 1H8

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 110
 RUN DATE : 2023/04/20
 ID : 20230420121705.78

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 6
 (2857)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION
 FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20210813 0826 1219 0782	
21	RECORD REFERENCED	FILE NUMBER	721494171		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	05	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05					
03/	TRANSFEEE	BUSINESS NAME			
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	MATURITY OR
					MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FL	MISSISSAUGA	ON L4Z 1H8

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420121705.78

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(2858)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION
FILE CURRENCY : 19APR 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
740447667	20180612 1739 1902 7231			
721494171	20161012 1711 1219 2838	20180518 1144 1219 5316	20210813 0826 1219 0782	

4 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj6 05/2022)



THIS IS **EXHIBIT "S"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF 130400072D4F9...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



**Letter of Direction
For Commercial Collateral Charge/Mortgage**
(all provinces except Quebec)

Jul 11, 2019

Date

To (solicitor / notary)

DANA CAMPBELL, KAZEMBE AND ASSOCIATES, 1888
WILSON AVENUE, TORONTO, ONTARIO, TEL: 416 633 8311,
FAX: 416 633 7879

Re (name of mortgagor)

1340182 ONTARIO LIMITED.

From (mailing address and postal code)

Canadian Imperial Bank of Commerce
00322
1580-1582 THE QUEENSWAY
ETOBICOKE, ON
M8Z 1V1

Please act as our solicitor/notary in registering a collateral charge/mortgage of land, as a 1st charge/mortgage, upon the mortgagor's property as described below and in accordance with this Letter of Direction and our Instructions to Solicitor/Notary for Commercial Collateral Mortgages provided you have no conflict with any other interests. Our Instructions to Solicitor/Notary and all other documents required to complete this transaction can be found at www.cmidocs.com under the heading "CIBC Documents, Commercial Collateral Mortgage". Do not change any forms without our prior written consent.

Principal amount

\$945,000.00

Closing date / Date funds required

Civic address of property being mortgaged

1888 WILSON AVE, TORONTO, ONTARIO, M9M 1A7.

Brief legal description of property being mortgaged

LOT 50 REGISTRATION PLAN 953 TOWNSHIP OF YORK

Type of Tenure

Freehold Leasehold Condominium/Strata Lot Size:

Outstanding amount for any prior mortgage

\$0.00

Name of the lender for any prior mortgage

Indebtedness

Schedule 1 APFI - The mortgage is collateral security for all present and future indebtedness and liability of the mortgagor to the Bank.

Schedule 1 Specific - The mortgage is collateral security for the mortgagor's indebtedness and liability payable under the

dated _____, a copy of which is attached.

Interest Rate

The interest rate is a variable rate per year equal to the bank's Prime Rate plus 5.00 % per year.

Address for Service

Please direct all enquiries and correspondence to the address noted above. This shall be the address for service on all mortgage documents. No other address should be used unless authorized by us.

Final Report

Please complete and forward the Solicitor/Notary's Final Report and Certificate of Title and all enclosures noted therein to:
CIBC - 305 Milner 6th Floor, Scarborough, Ontario, M1B3V4

Special Instructions

PLEASE REFER TO THE ABOVE LINK ON THE PAGE AND FORWARD FORM 11461 OR 11462 WITH FIRE INSURANCE LOSS PAYABLE TO BANK AND ASSIGNMENT OF RENTS. LAWYER TO ENSURE FIRE INSURANCE IN PLACE PRIOR TO FUNDING. PLEASE FORWARD FINAL REPORTS TO ATTN RO WITH BCLASS REF #7019774371

Harini Balachandran

Verification Officer

THIS IS **EXHIBIT "T"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF136400C72D4F0

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

Yurkovich, Kate

Subject: CIBC re: 1340182 Ontario Limited, secured Charge against the property municipally known as 1888 Wilson Ave, Toronto, Ontario, M9M 1A7
Attachments: 10289-0031.pdf; Letter of Direction for Mortgage.pdf

From: Dana Campbell <danacampbell09@gmail.com>
Sent: February-08-23 10:55 AM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Julie.Fraser@gowlingwlg.co
Subject: Re: CIBC re: 1340182 Ontario Limited, secured Charge against the property municipally known as 1888 Wilson Ave, Toronto, Ontario, M9M 1A7

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

Hi Dom,

Thanks for speaking with me today and for the clarification. Further to our conversation, I am writing to confirm that the signature on the Solicitor/Notary Interim Report/Requisition for Funds is not mine. I also confirm that my last official day at the firm was July 8, 2019. As I mentioned, I am forwarding your email to Courtney Kazembe for his attention and handling. I hope this clarifies and assists. Please confirm receipt.

Best,

Dana

On Feb 8, 2023, at 9:24 AM, Dana Campbell <danacampbell09@gmail.com> wrote:

Hi Dom,

Thanks for connecting and for sharing the documents. I tried to reach you by telephone to discuss, but I got your voicemail. Please give me a call at 416-887-2392.

Thanks,

Dana

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: February 7, 2023 6:33 PM
To: Dana Campbell-Stevens <dcampbell@rubinthomlinson.com>
Cc: Fraser, Julie <Julie.Fraser@gowlingwlg.com>

Subject: CIBC re: 1340182 Ontario Limited, secured Charge against the property municipally known as 1888 Wilson Ave, Toronto, Ontario, M9M 1A7

WARNING – This email originated outside of Rubin Thomlinson. Take extra caution before performing any action.

Dana, I work with Julie Fraser at Gowling WLG and we act for CIBC. I was on holidays last week and asked Julie to contact you to confirm that you worked at Kazembe and Associates in 2019.

Attached is (ii) the letter of direction to you from CIBC to act as its solicitor in respect of the mortgage loan to 1340182 Ontario Limited; and (ii) the Solicitor/Notary interim report and request for funds. CIBC's instructions to you were to register a FIRST charge in favour of CIBC in the principal amount of \$945,000.00 against the lands municipally known as 1888 Wilson Ave, Toronto, Ontario, M9M 1A7 being PIN, 10289-0031(LT) (the "**Property**").

When the matter was referred to us we updated the title for the Property (attached). Contrary to CIBC's instructions to you the CIBC mortgage registered as Instrument No. AT5203051 on August 1, 2019 (the "**CIBC Charge**") is not registered in a FIRST position and is in SECOND position behind a \$1,000,000 charge in favour of 923944 Ontario Ltd. (the "**923944 Charge**"). Given that the 923944 Charge is a private mortgage I would have expected that a signed discharge of the 923944 Charge would be on hand on the day the CIBC Charge was registered and the CIBC loan was advanced to ensure that CIBC had a FIRST position charge once the transaction was completed.

Attached to the Property search on page 11 of the pdf is a copy of the registered CIBC Charge which was submitted for registration by Courtney Kazembe who is the principal of Kazembe and Associates and the signing officer of 1340182 Ontario Limited.

After you have reviewed these documents I would appreciate having a discussion with you about the transaction.

Dom

Dom Glavota
Partner

<~WRD0001.jpg>

T +1 416 862-3607
dom.glavota@gowlingwlg.com

Gowling WLG (Canada) LLP

1 First Canadian Place

100 King Street West

Suite 1600
Toronto, Ontario M5X 1G5 Canada

The information in this email is intended only for the named recipient and may be privileged or confidential. If you are not the intended recipient please notify us immediately and do not copy, distribute or take action based on this email. If this email is marked 'personal' Gowling WLG is not liable in any way for its content. E-mails are susceptible to alteration. Gowling WLG shall not be liable for the message if altered, changed or falsified.

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 www.gowlingwlg.com/legal.

References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

<10289-0031.pdf>

<Letter of Direction for Mortgage.pdf>

THIS IS **EXHIBIT “U”** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF 130400072D4F9...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
 Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
 (UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
 19-08-01-2-050-01400-0000-0 2

Issued to:
 Gowling WLG (Canada) LLP
 Tania Peterkin
 100 King Street West, Suite 1600
 Toronto ON M5X 1G

DESCRIPTION OF PROPERTY		
1888 WILSON AVE PLAN 1953 LOT 50		
TAX SUMMARY		
2022	Taxes	13,025.55
2023	Interim	6,222.80

Your Ref. No.: H233430
Statement Showing Taxes as at: January 30, 2023

MESSAGES

Contact S. Wilson & Co. Bailiffs (416-633-1416) for prior years(s) taxes. Amounts shown do not include fees.

OUTSTANDING TAXES

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2022	Real Estate 2022	13,025.55	1,329.82	0.00	14,355.37	
2022	WATER-021022	50.47	5.04	41.70	97.21	
2022	WATER-060222	73.96	4.60	41.70	120.26	
2022	WATER-092922	80.69	1.01	41.70	123.40	
2021	Real Estate 2021	14,818.11	3,705.31	0.00	18,523.42	
2021	WATER-021121	256.14	64.00	40.81	360.95	
2021	WATER-061021	76.16	15.20	40.81	132.17	
2021	WATER-093021	215.44	32.28	40.81	288.53	
2020	Real Estate 2020	15,561.61	5,926.51	0.00	21,488.12	
2020	WATER-101019	72.86	30.94	39.23	143.03	
2019	Real Estate 2019	8,579.45	321.72	0.00	8,901.17	
2019	WATER-022119	76.07	39.90	39.23	155.20	
2019	WATER-061319	94.24	44.84	39.23	178.31	
	Total:	52,980.75	11,521.17	365.22	64,867.14	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS

Due Date	Amount Due	Description	Related Roll Number
March 01, 2023	2,074.80	Real Estate 2023	
April 03, 2023	2,074.00	Real Estate 2023	
May 01, 2023	2,074.00	Real Estate 2023	
Total:	6,222.80		

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CHANGE OF OWNERSHIP NOTICE

RCS-G16

Return To: City Of Toronto
 Revenue Services
 PO Box 4300, STN A
 Toronto ON M5W 3B5
 Fax: (416) 696-3640

Assessment Roll Number
 19-08-01-2-050-01400-0000-0 2

Issued to:
 Gowling WLG (Canada) LLP
 Tania Peterkin
 100 King Street West, Suite 1600
 Toronto ON M5X 1G

Your Ref. No.: H233430

DESCRIPTION OF PROPERTY
1888 WILSON AVE PLAN 1953 LOT 50
MESSAGES

CHANGES	
Owner(s)	Surname _____ Given Name _____
	Surname _____ Given Name _____
	Surname _____ Given Name _____
Mailing Address	_____

Postal Code	_____
Property Address	_____

***** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU ****

Closing Date

Signature



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
 Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
 (UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
 19-08-01-2-050-01400-0000-0 2

Issued to:
 Gowling WLG (Canada) LLP
 Tania Peterkin
 100 King Street West, Suite 1600
 Toronto ON M5X 1G

DESCRIPTION OF PROPERTY		
1888 WILSON AVE PLAN 1953 LOT 50		
TAX SUMMARY		
2022	Taxes	13,025.55
2023	Interim	6,222.80

Your Ref. No.: H233430
 Statement Showing Taxes as at: January 30, 2023

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the *Municipal Tax Sales Act, 1990* or the *Municipal Act, 2001, S.O. 2001, C.25*, as amended and the *City of Toronto Act 2006 S.O. 2006, C.11*, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED IN PAYMENT OF TAXES BEING HONOURED BY THE BANK
 FEE PAID 72.98 for each separate parcel

Andrew Flynn
 Controller, City of Toronto

Important Notes:

- This Certificate covers levied Tax Arrears or Current Taxes.
- There are a variety of services which may be added to the Collector's Roll and collected as Taxes. The most common are Water Services and Current Weedcutting. For further information you should contact Collections (416) 395-0174 for Water arrears; (416) 338-0338 for work orders arrears; and Sewer Impost Charges: (416) 392-7619. For Building and Inspection Charges please call (416) 338-0338. For Fire Charges, please call Fire Services at (416) 338-5625.
- The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the *Assessment Act, R.S.O. 1990*, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, Sections 323, 325 and 326 of the *City of Toronto Act, 2006, S.O. 2006, C. 11*, Section 40 of the *Assessment Act, R.S.O.* as amended, or any legislative amendments that provide for further adjustments. It is recommended that you contact the Municipal Property Assessment Corporation (MPAC) at 1-866-296-6722 to determine potential changes in assessment.
- This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification. Additional information may be obtained by calling (416) 395-6788.
- This certificate is subject to any apportionment which may be made pursuant to Section 356 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended or Section 322 of the *City of Toronto Act, 2006, S.O. 2006, C. 11*.
- This certificate is subject to any phase-in/capping recalculation made pursuant to Section 318 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended or Section 282 of the *City of Toronto Act, 2006, S.O. 2006, C. 11*.
- An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/taxes/property_tax and click to our fees page for current charges.

Cut Here



CHANGE OF OWNERSHIP NOTICE

RCS-G16

Return To: City Of Toronto
 Revenue Services
 PO Box 4300, STN A
 Toronto ON M5W 3B5
 Fax: (416) 696-3640

Assessment Roll Number
 19-08-01-2-050-01400-0000-0 2

Issued to:
 Gowling WLG (Canada) LLP
 Tania Peterkin
 100 King Street West, Suite 1600
 Toronto ON M5X 1G

Your Ref. No.: H233430

DESCRIPTION OF PROPERTY
1888 WILSON AVE PLAN 1953 LOT 50
MESSAGES

CHANGES	
Owner(s)	Surname _____ Given Name _____
	Surname _____ Given Name _____
	Surname _____ Given Name _____
Mailing Address	_____

Postal Code	_____
Property Address	_____

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

 Closing Date

 Signature

THIS IS **EXHIBIT "V"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF426400C72D4F0

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

Canada Revenue
AgencyAgence du revenu
du Canada

Page 1 of 2

CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP)
CCO-CCW-B2 SECURITIES LEVEL
199 BAY STREET
TORONTO ON M5L 1A2

33342 - CCBO - COMMERCE COURT OPS
TORONTO, ON, M5L 1A2

JUL 15 2022

EXTERNAL MAIL

Notice details

Date	JUL 12 2022
Contact name	S.Leonhard
Telephone number	(343) 551-7797 Ext
Toll free number	Ext
Account number	850042037RC0001

Requirement to pay

The following taxpayer(s) owe(s) **\$76,542.55** for the account 850042037RC0001.

KAZEMBE & ASSOCIATES PROFESSIONAL
CORPORATION
1888 WILSON AVE
NORTH YORK ON M9M 1A7

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than \$76,542.55, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 224(1), (1.1), and/or (3) of the Income Tax Act or under these same subsections and one or more of the provisions in the Other provisions section of this document.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

1. If you owe money to the taxpayer now, you must send us this amount right away.
2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.**Your legal obligation**

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Notice details

CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP)
CCO-CCW-B2 SECURITIES LEVEL
199 BAY STREET
TORONTO ON M5L 1A2

Date

JUL 12 2022

Keep records

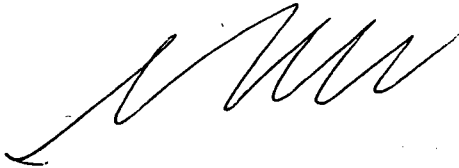
Keep a copy of this requirement to pay for at least **one year**. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

Other provisions

Each of the following provisions state that section 224 of the Income Tax Act applies to the Act in question:

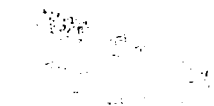
- Subsection 23(2) Canada Pension Plan
- Section 99 Employment Insurance Act
- Section 67 Income Tax Act, 2000 - Newfoundland and Labrador
- Section 61 Income Tax Act - Prince Edward Island
- Section 79 Income Tax Act - Nova Scotia
- Section 33 Income Tax Act - New Brunswick
- Section 27 Income Tax Act - Ontario
- Subsection 36(1) Income Tax Act - Manitoba
- Section 108 Income Tax Act, 2000 - Saskatchewan
- Section 69 Alberta Personal Income Tax Act
- Section 47 Income Tax Act - British Columbia
- Section 32 Income Tax Act - Northwest Territories
- Section 32 Income Tax Act - Nunavut
- Section 40 Income Tax Act - Yukon
- Section 33 of the Petroleum and Gas Revenue Tax Act

For more information regarding requirements to pay, go to canada.ca/cra-requirement-to-pay.



Resource Officer/Complex Case Officer

(THIRD PARTY)



CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP)
CCO-CCW-B2 SECURITIES LEVEL
199 BAY STREET
TORONTO ON M5L 1A2

Détails concernant l'avis

Date

JUL 12 2022

Personne-
ressource

S.Leonhard

Numéro
de téléphone

(343) 551-7797 Poste

Numéro
sans frais

Poste

Numéro
de compte

850042037RC0001

Demande formelle de paiement

Le contribuable suivant doit **76 542,55 \$** pour le compte 850042037RC0001.

KAZEMBE & ASSOCIATES PROFESSIONAL
CORPORATION
1888 WILSON AVE
NORTH YORK ON M9M 1A7

Cette demande formelle de paiement du ministre du Revenu national exige que vous nous remettiez les sommes que vous devez verser au contribuable. Toutefois, n'envoyez pas plus que 76 542,55 \$, au taux de 100 % de tous les paiements. Ces sommes comprennent les biens du contribuable qui peuvent être convertis en espèces.

Vous êtes tenu de payer conformément aux paragraphes 224(1), (1.1) et/ou (3) de la Loi de l'impôt sur le revenu ou conformément à ces mêmes paragraphes et une disposition ou d'autres dispositions mentionnées dans la section autres dispositions de ce document.

Les sommes que vous versez ou devrez verser au contribuable

Vous devez peut-être des sommes au contribuable maintenant ou vous devrez peut-être payer le contribuable plus tard. D'une façon ou d'une autre, vous devez envoyer ces sommes au lieu de payer le contribuable.

1. Si vous devez une somme au contribuable en ce moment, faites-nous la parvenir immédiatement.
2. Si vous devez verser une somme au contribuable au cours de la prochaine année, faites-nous la parvenir dès qu'elle sera payable.
3. Si vous devez verser une somme au contribuable au cours de la prochaine année ou après, comme des intérêts, un loyer, un salaire ou un traitement, un dividende, une rente ou tout autre paiement périodique, faites-nous la parvenir dès qu'elle sera payable.

Veillez faire vos paiements au nom du receveur général.

Votre obligation selon la loi

Vous êtes tenu de nous faire parvenir les sommes, même si vous avez prévu ou si on vous a demandé de les envoyer à un créancier, au représentant du contribuable ou à toute autre personne.

Votre responsabilité

À défaut de verser les sommes exigibles conformément aux modalités de cette demande, vous serez responsable de leur paiement.

CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP)
CCO-CCW-B2 SECURITIES LEVEL
199 BAY STREET
TORONTO ON M5L 1A2

Détails concernant l'avis

Date

JUL 12 2021

Conservation des registres

Veillez conserver une copie de cette demande formelle de paiement pendant au moins **un an**. Tenez aussi un registre détaillé de chaque paiement que vous nous envoyez pendant au moins six ans suivant la date de cette demande.

Autres dispositions

Notez que chacune des dispositions suivantes prévoit que l'article 224 de la Loi de l'impôt sur le revenu s'applique à la loi en question :

- Paragraphe 23(2) du Régime de pensions du Canada
- Article 99 de la Loi sur l'assurance-emploi
- Article 67 de la Loi de 2000 modifiant l'impôt sur le revenu (Terre-Neuve-et-Labrador)
- Article 61 de la Loi de l'impôt sur le revenu (Île-du-Prince-Édouard)
- Article 79 de la Loi de l'impôt sur le revenu (Nouvelle-Écosse)
- Article 33 de la Loi de l'impôt sur le revenu (Nouveau-Brunswick)
- Article 27 de la Loi de l'impôt sur le revenu (Ontario)
- Paragraphe 36(1) de la Loi de l'impôt sur le revenu (Manitoba)
- Article 108 de la Loi de 2000 modifiant l'impôt sur le revenu (Saskatchewan)
- Article 69 de la Loi de l'impôt sur le revenu (Alberta)
- Article 47 de la Loi de l'impôt sur le revenu (Colombie-Britannique)
- Article 32 de la Loi de l'impôt sur le revenu (Territoires du Nord-Ouest)
- Article 32 de la Loi de l'impôt sur le revenu (Nunavut)
- Article 40 de la Loi de l'impôt sur le revenu (Yukon)
- Article 33 de la Loi de l'impôt sur les revenus pétroliers

Pour en savoir plus sur les demandes formelles de paiement, allez à canada.ca/arc-demande-formelle-de-paiement.



Personne ressource/Agent de cas complexes

(TIERS)

Canada Revenue
AgencyAgence du revenu
du Canada

Protected B when completed

Response - requirement to pay**If no money is due or payable to the taxpayer**

Please provide us with the details by returning this form to the address shown below or by calling the contact on the requirement to pay.

Account number 850042037RC0001	Return address Kitchener TSO 166 Frederick Street Kitchener ON N2H 0A9 ATTN: S.Leonhard
Taxpayer name KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION	
Third party CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP) CCO-CCW-B2 SECURITIES LEVEL	Reference number 006605365

Reason no money is due or payable:

Name (print)	Telephone number	
	Date	Position

Note

Returning this form does not relieve you of your obligation to comply with the requirement to pay.

(Ce formulaire est disponible en français.)

**Réponse - demande formelle de paiement****Si aucune somme n'est à payer ou ne sera versée au contribuable**

Veillez fournir les détails en retournant ce formulaire à l'adresse mentionnée ci-dessous ou en téléphonant la personne-ressource indiquée sur la demande formelle de paiement.

Numéro de compte 850042037RC0001	Adresse de retour Kitchener TSO 166 rue Frederick
Nom du contribuable KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION	Kitchener ON N2H 0A9 ATTN: S.Leonhard
Tiers CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP) CCO-CCW-B2 SECURITIES LEVEL	Numéro de référence 006605365

Raison pour laquelle aucune somme n'est à payer ou ne sera versée :

Nom (en lettres moulées)	Numéro de téléphone	
	Date	Poste

Remarque

Le fait de retourner ce formulaire ne vous libère pas de votre obligation de vous conformer à cette demande formelle de paiement.

un bureau de l'Agence du revenu du Canada
Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à

Revenue Agency office.
The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada

0730070071000900850042037RC000100000000000076542550730079

Amount paid - Montant du paiement

Tax Debtor - Débiteur fiscal
KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION

TORONTO
ON M5L 1A2

Contact
S.Leonhard
Tel. - Tél. (343) 551-7797
Ext. - Poste

199 BAY STREET

Reference number - Numéro de référence

CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP)
CCO-CCW-B2 SECURITIES LEVEL

Account number - Numéro de compte
850042037RC0001

Third Party Remittance Voucher
Pièce de versement pour le tiers
Remitting Third Party - Tiers payeur

9 71 9891

Canada Revenue Agency
Agence du revenu du Canada

RC103 (17)X



Canada Revenue Agency
Agence du revenu du Canada



CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP)
CCO-CCW-B2 SECURITIES LEVEL

199 BAY STREET

TORONTO
ON M5L 1A2

KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION

1888 WILSON AVE

NORTH YORK

ON M9M 1A7

National Sub-ledger/Ontario Regional
Collection Centre
Contact S.Leonhard
Tel. - Tél. (343) 551-7797
Ext. - Poste

Account number - Numéro de compte 850042037RC0001
Date
Amount paid - Montant du paiement

Reference number - Numéro de référence
Date
Amount paid - Montant du paiement



Canada Revenue Agency
Agence du revenu du Canada

Third Party Remittance Voucher
Pièce de versement pour le tiers
Remitting Third Party - Tiers payeur

9891 71 9 RC103 (17)X

Account number - Numéro de compte
850042037RC0001

Reference number - Numéro de référence

Contact S.Leonhard
Tel. - Tél. (343) 551-7797
Ext. - Poste

CANADIAN IMPERIAL BANK OF COMMERCE (RE-RTP)
CCO-CCW-B2 SECURITIES LEVEL

199 BAY STREET

TORONTO
ON M5L 1A2

Tax Debtor - Débiteur fiscal
KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION

Amount paid - Montant du paiement

0730070071000900850042037RC000100000000000076542550730079

The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.

Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

NE PAS agraffer, utiliser de trombone ou de ruban adhésif,
plier le formulaire ou le chèque.
NE PAS envoyer de l'argent comptant.
Vous devrez payer des frais si votre paiement est refusé.

DO NOT staple, paper clip, tape or fold voucher or your
cheque.
DO NOT mail cash.
We will charge a fee for any dishonoured payment.

To make your payment directly to the CRA, return the
bottom portion with your cheque or money order made
payable to the Receiver General to the address shown
below. To help us credit your payment, write the tax debtor's
account number on the back of your cheque or money
order.

Pour effectuer votre paiement directement à l'ARC,
retournez la partie inférieure avec votre chèque ou
mandat payable au Receveur général à l'adresse indiquée
ci-dessous. Pour nous aider à créditer votre paiement,
inscrivez le numéro de compte du débiteur fiscal à l'endos
de votre chèque ou mandat.

We will charge a fee for any dishonoured payment.
DO NOT staple, paper clip, tape or fold voucher or your
cheque.
DO NOT mail cash.

Vous devrez payer des frais si votre paiement est refusé.
NE PAS agraffer, utiliser de trombone ou de ruban adhésif,
plier le formulaire ou le chèque.
NE PAS envoyer de l'argent comptant.

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

Canada Revenue
AgencyAgence du revenu
du Canada**Notice details**Date **JAN 17 2023**

Contact name S.Leonhard (1210)

Telephone number (343) 551-7797

Toll free number 1 833-210-6471

Account number 850042037RC0001

33342 - CCBO - COMMERCE COURT OPS
TORONTO, ON, M5L 1A2

CANADIAN IMPERIAL BANK OF COMMERCE (RTP)
CCO-CCW-B2 SECURITIES LEVEL
199 BAY STREET
TORONTO ON M5L 1A2

JAN 25 2023**EXTERNAL MAIL****Requirement to pay**

The following taxpayer(s) owe(s) **\$33,503.25** for the account 850042037RC0001.

KAZEMBE & ASSOCIATES PROFESSIONAL
CORPORATION (SOMETIME CARRYING ON BUSINESS
AS 1898903 ONTARIO INC)
1888 WILSON AVE
NORTH YORK ON M9M 1A7

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than \$33,503.25, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 224(1), (1.1), and/or (3) of the Income Tax Act or under these same subsections and one or more of the provisions in the Other provisions section of this document.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

1. If you owe money to the taxpayer now, you must send us this amount right away.
2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.**Your legal obligation**

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Notice details

CANADIAN IMPERIAL BANK OF COMMERCE (RTP)
CCO-CCW-B2 SECURITIES LEVEL
199 BAY STREET
TORONTO ON M5L 1A2

Date **JAN 17 2023**

Keep records

Keep a copy of this requirement to pay for at least **one year**. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

Other provisions

Each of the following provisions state that section 224 of the Income Tax Act applies to the Act in question:

- Subsection 23(2) Canada Pension Plan
- Section 99 Employment Insurance Act
- Section 67 Income Tax Act, 2000 - Newfoundland and Labrador
- Section 61 Income Tax Act - Prince Edward Island
- Section 79 Income Tax Act - Nova Scotia
- Section 33 Income Tax Act - New Brunswick
- Section 27 Income Tax Act - Ontario
- Subsection 36(1) Income Tax Act - Manitoba
- Section 108 Income Tax Act, 2000 - Saskatchewan
- Section 69 Alberta Personal Income Tax Act
- Section 47 Income Tax Act - British Columbia
- Section 32 Income Tax Act - Northwest Territories
- Section 32 Income Tax Act - Nunavut
- Section 40 Income Tax Act - Yukon
- Section 33 of the Petroleum and Gas Revenue Tax Act

For more information regarding requirements to pay, go to canada.ca/cra-requirement-to-pay.

Manager, Revenue Collections



(THIRD PARTY)



CANADIAN IMPERIAL BANK OF COMMERCE (RTP)
CCO-CCW-B2 SECURITIES LEVEL
199 BAY STREET
TORONTO ON M5L 1A2

Détails concernant l'avis

Date	17 JAN. 2023
Personne-ressource	S.Leonhard (1210)
Numéro de téléphone	(343) 551-7797
Numéro sans frais	1 833-210-6471
Numéro de compte	850042037RC0001

Demande formelle de paiement

Le contribuable suivant doit **33 503,25 \$** pour le compte 850042037RC0001.

KAZEMBE & ASSOCIATES PROFESSIONAL
CORPORATION (SOMETIME CARRYING ON BUSINESS
AS 1898903 ONTARIO INC)
1888 WILSON AVE
NORTH YORK ON M9M 1A7

Cette demande formelle de paiement du ministre du Revenu national exige que vous nous remettiez les sommes que vous devez verser au contribuable. Toutefois, n'envoyez pas plus que 33 503,25 \$, au taux de 100 % de tous les paiements. Ces sommes comprennent les biens du contribuable qui peuvent être convertis en espèces.

Vous êtes tenu de payer conformément aux paragraphes 224(1), (1.1) et/ou (3) de la Loi de l'impôt sur le revenu ou conformément à ces mêmes paragraphes et une disposition ou d'autres dispositions mentionnées dans la section autres dispositions de ce document.

Les sommes que vous versez ou devrez verser au contribuable

Vous devez peut-être des sommes au contribuable maintenant ou vous devrez peut-être payer le contribuable plus tard. D'une façon ou d'une autre, vous devez envoyer ces sommes au lieu de payer le contribuable.

1. Si vous devez une somme au contribuable en ce moment, faites-nous la parvenir immédiatement.
2. Si vous devez verser une somme au contribuable au cours de la prochaine année, faites-nous la parvenir dès qu'elle sera payable.
3. Si vous devez verser une somme au contribuable au cours de la prochaine année ou après, comme des intérêts, un loyer, un salaire ou un traitement, un dividende, une rente ou tout autre paiement périodique, faites-nous la parvenir dès qu'elle sera payable.

Veillez faire vos paiements au nom du receveur général.

Votre obligation selon la loi

Vous êtes tenu de nous faire parvenir les sommes, même si vous avez prévu ou si on vous a demandé de les envoyer à un créancier, au représentant du contribuable ou à toute autre personne.

Votre responsabilité

À défaut de verser les sommes exigibles conformément aux modalités de cette demande, vous serez responsable de leur paiement.

Détails concernant l'avis

CANADIAN IMPERIAL BANK OF COMMERCE (RTP)
CCO-CCW-B2 SECURITIES LEVEL
199 BAY STREET
TORONTO ON M5L 1A2

Date

17 JAN. 2023

Conservation des registres

Veillez conserver une copie de cette demande formelle de paiement pendant au moins **un an**. Tenez aussi un registre détaillé de chaque paiement que vous nous envoyez pendant au moins six ans suivant la date de cette demande.

Autres dispositions

Notez que chacune des dispositions suivantes prévoit que l'article 224 de la Loi de l'impôt sur le revenu s'applique à la loi en question :

- Paragraphe 23(2) du Régime de pensions du Canada
- Article 99 de la Loi sur l'assurance-emploi
- Article 67 de la Loi de 2000 modifiant l'impôt sur le revenu (Terre-Neuve-et-Labrador)
- Article 61 de la Loi de l'impôt sur le revenu (Île-du-Prince-Édouard)
- Article 79 de la Loi de l'impôt sur le revenu (Nouvelle-Écosse)
- Article 33 de la Loi de l'impôt sur le revenu (Nouveau-Brunswick)
- Article 27 de la Loi de l'impôt sur le revenu (Ontario)
- Paragraphe 36(1) de la Loi de l'impôt sur le revenu (Manitoba)
- Article 108 de la Loi de 2000 modifiant l'impôt sur le revenu (Saskatchewan)
- Article 69 de la Loi de l'impôt sur le revenu (Alberta)
- Article 47 de la Loi de l'impôt sur le revenu (Colombie-Britannique)
- Article 32 de la Loi de l'impôt sur le revenu (Territoires du Nord-Ouest)
- Article 32 de la Loi de l'impôt sur le revenu (Nunavut)
- Article 40 de la Loi de l'impôt sur le revenu (Yukon)
- Article 33 de la Loi de l'impôt sur les revenus pétroliers

Pour en savoir plus sur les demandes formelles de paiement, allez à canada.ca/arc-demande-formelle-de-paiement.

1

Gestionnaire, Recouvrement des recettes



(TIERS)

Canada Revenue
AgencyAgence du revenu
du Canada

Protected B when completed

Response - requirement to pay**If no money is due or payable to the taxpayer**

Please provide us with the details by returning this form to the address shown below or by calling the contact on the requirement to pay.

Account number 850042037RC0001	Return address Kitchener TSO 166 Frederick Street Kitchener ON N2H 0A9 ATTN: W. Jamieson (1215)
Taxpayer name KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION (SOMETIME CARRYING ON BUSINESS AS 1898903 ONTARIO INC)	
Third party CANADIAN IMPERIAL BANK OF COMMERCE (RTP) CCO-CCW-B2 SECURITIES LEVEL	Reference number 006788513

Reason no money is due or payable:

Name (print)	Telephone number	
	Date	Position

Note

Returning this form does not relieve you of your obligation to comply with the requirement to pay.

(Ce formulaire est disponible en français.)

**Réponse - demande formelle de paiement****Si aucune somme n'est à payer ou ne sera versée au contribuable**

Veillez fournir les détails en retournant ce formulaire à l'adresse mentionnée ci-dessous ou en téléphonant la personne-ressource indiquée sur la demande formelle de paiement.

Numéro de compte 850042037RC0001	Adresse de retour Kitchener TSO 166 rue Frederick
Nom du contribuable KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION (SOMETIME CARRYING ON BUSINESS AS 1898903 ONTARIO INC)	Kitchener ON N2H 0A9 ATTN: W. Jamieson (1215)
Tiers CANADIAN IMPERIAL BANK OF COMMERCE (RTP) CCO-CCW-B2 SECURITIES LEVEL	Numéro de référence 006788513

Raison pour laquelle aucune somme n'est à payer ou ne sera versée :

Nom (en lettres moulées)	Numéro de téléphone	
	Date	Poste

Remarque

Le fait de retourner ce formulaire ne vous libère pas de votre obligation de vous conformer à cette demande formelle de paiement.

un bureau de l'Agence du revenu du Canada.
 établissement financier. Veuillez retourner votre versement à
 Vous NE POUVEZ PAS effectuer votre versement à un

The payment of this remittance CANNOT be made at a
 financial institution and must be forwarded to a Canada
 Revenue Agency office.

0730070071000900850042037RC000100000000000033503250730076

Amount paid - Montant du paiement

Contact	S. Leonhard (1210)	Tel. - Tél.	(343) 551-7797	Ext. - Poste	
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Reference number - Numéro de référence

Account number - Numéro de compte

RC103 (17)X

Tax Debtor - Débiteur fiscal
 KAZEMBE & ASSOCIATES PROFESSIONAL
 CORPORATION (SOMETIME CARRYING ON BUSINESS)

TORONTO
 ON M5L 1A2

199 BAY STREET

CANADIAN IMPERIAL BANK OF COMMERCE (RTP)
 CCO-CCW-B2 SECURITIES LEVEL

Third Party Remittance Voucher
 Pièce de versement pour le tiers
 Remitting Third Party - Tiers payeur



Canada Revenue Agency
 Agence du revenu du Canada

RC103 (17)X

CANADIAN IMPERIAL BANK OF COMMERCE (RTP)
 CCO-CCW-B2 SECURITIES LEVEL

199 BAY STREET

TORONTO
 ON M5L 1A2

KAZEMBE & ASSOCIATES PROFESSIONAL
 CORPORATION (SOMETIME CARRYING ON BUSINESS
 AS 1898903 ONTARIO INC)

1888 WILSON AVE

NORTH YORK

ON M9M 1A7

National Sub-ledger/Ontario Regional Collection Centre		
Contact	Tel. - Tél.	Ext. - Poste
S. Leonhard (1210)	(343) 551-7797	

Account number - Numéro de compte	Date	Amount paid - Montant du paiement
850042037RC0001		

Reference number - Numéro de référence	Date	Amount paid - Montant du paiement

Canada Revenue Agency
 Agence du revenu du Canada

Third Party Remittance Voucher
 Pièce de versement pour le tiers
 Remitting Third Party - Tiers payeur

RC103 (17)X

Account number - Numéro de compte

Reference number - Numéro de référence

Contact	Tel. - Tél.	Ext. - Poste
S. Leonhard (1210)	(343) 551-7797	

CANADIAN IMPERIAL BANK OF COMMERCE (RTP)
 CCO-CCW-B2 SECURITIES LEVEL

199 BAY STREET

TORONTO
 ON M5L 1A2

Tax Debtor - Débiteur fiscal
 KAZEMBE & ASSOCIATES PROFESSIONAL
 CORPORATION (SOMETIME CARRYING ON BUSINESS)

Amount paid - Montant du paiement

0730070071000900850042037RC000100000000000033503250730076

The payment of this remittance CANNOT be made at a
 financial institution and must be forwarded to a Canada
 Revenue Agency office.

Vous NE POUVEZ PAS effectuer votre versement à un
 établissement financier. Veuillez retourner votre versement à
 un bureau de l'Agence du revenu du Canada.

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

DO NOT mail cash.

DO NOT staple, paper clip, tape or fold voucher or your cheque.

We will charge a fee for any dishonoured payment.

NE PAS envoyer de l'argent comptant.

NE PAS agraffer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.

Vous devrez payer des frais si votre paiement est refusé.

To make your payment directly to the CRA, return the bottom portion with your cheque or money order made payable to the Receiver General to the address shown below. To help us credit your payment, write the tax debtor's account number on the back of your cheque or money order.

Pour effectuer votre paiement directement à l'ARC, retournez la partie inférieure avec votre chèque ou mandat payable au Receveur général à l'adresse indiquée ci-dessous. Pour nous aider à créditer votre paiement, inscrivez le numéro de compte du débiteur fiscal à l'endos de votre chèque ou mandat.

We will charge a fee for any dishonoured payment.

DO NOT staple, paper clip, tape or fold voucher or your cheque.

DO NOT mail cash.

Vous devrez payer des frais si votre paiement est refusé.

NE PAS agraffer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.

NE PAS envoyer de l'argent comptant.

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

THIS IS **EXHIBIT “W”** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF190400072D4F9...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



February 14, 2023

By Courier, Registered Mail and Ordinary Mail

1340182 Ontario Limited
1888 Wilson Ave
North York, ON M9M 1A7
Attention: Courtney A Kazembe

Domagoj (Dom) Glavota
T 416 862-3607
F 905-523-2941
dom.glavota@gowlingwlg.com

Assistant: Julie Fraser
T 905-540-3280
julie.fraser@gowlingwlg.com
File No. H233430

Re: Canadian Imperial Bank of Commerce (the “Bank”) and 1340182 Ontario Limited (the “Borrower”)

We are the lawyers for the Bank in connection with certain credit facilities established by the Bank in favour of the Borrower (the “**Credit Facilities**”) pursuant to a CIBC small business credit agreement and guarantee executed by the Borrower on July 15, 2019, as amended by an amendment to credit agreement for CIBC business loan cash back offer dated July 15, 2019 and a small business change of loan details agreement dated as of March 23, 2020 (as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Borrower is in default under the Credit Agreement for, without limitation, failing to make payments of principal and interest when due and the existence of unpaid property tax arrears. The existing events of default entitle the Bank to demand repayment of the Credit Facilities.

On behalf of our client, we hereby demand payment in full of the Borrower’s indebtedness to the Bank (the amount owing from time to time by the Borrower to the Bank, the “**Indebtedness**”) owing under the Credit Facilities. According to the Bank’s records, the Borrower is indebted or otherwise liable to the Bank for the following amount as of February 10, 2023:

Business Term Loan (#322/4864050)

Principal outstanding	\$894,852.50
Accrued interest	\$24,091.41
Interest accrues at the Bank’s prime rate of interest	

Total Indebtedness as at February 10, 2023 **\$918,943.91**

Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the relevant rates set out above. The exact amount of the Indebtedness and interest which will have accrued to any proposed date of payment may be obtained by contacting the undersigned. You will also be required to pay the Bank’s legal and other expenses in connection with the Indebtedness.

Unless arrangements for payment of the Indebtedness, together with accrued interest and costs, are received by our office on behalf of the Bank by the close of business on February 27, 2023, we have instructions to commence litigation and take such other steps as are necessary to recover payment in full. The Bank reserves its rights to close all bank accounts and terminate any cash management services

including, but not limited to, any credit or debit cards, electronic fund transfer, overdraft, cash pooling, treasury, depository and other cash management arrangements and credit card services that you have with the Bank or any of the Bank's affiliates at the close of business on February 27, 2023. Please note if you have Creditor Insurance on the above-mentioned account, it will be terminated in accordance with the terms of your Certificate of Insurance.

We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,
Gowling WLG (Canada) LLP



Domagoj (Dom) Glavota
DG: JAF
Encl.

BANKRUPTCY AND INSOLVENCY ACT

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

TO: 1340182 Ontario Limited, an insolvent person

Take notice that:

1. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
2. The security that is to be enforced is in the form of:
 - Security Agreement dated July 15, 2019 in favour of Canadian Imperial Bank of Commerce registered under the *Personal Property Security Act* (Ontario) on July 11, 2019 as reference file no. 753252471 (original registration no. 20190711 1140 1219 1514) and on February 13, 2023 as reference file no. 790708968 (original registration no. 20230213 1242 1590 0916); and
 - Charge / Mortgage against the lands relating to PIN 10289-0036 (LT), legally described as LT 50 PL 1953 TWP OF YORK EXCEPT PT 14 EXPROP PL 7124 (NY431267); TORONTO (IN YORK), CITY OF TORONTO, in the principal amount of \$945,000.00 granted by 1340182 Ontario Limited in favour of Canadian Imperial Bank of Commerce, registered on August 1, 2019 as Instrument No. AT5203051.
3. The total amount of indebtedness secured by the security as at February 10, 2023 is \$918,943.91.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
5. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of 1340182 Ontario Limited and accrued and unpaid interest from now to the date of payment at the rates set out in the credit agreement dated as of July 15, 2019 between Canadian Imperial Bank of Commerce, as lender, and 1340182 Ontario Limited, as borrower, as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated at Toronto, this 14th day of February 2023.

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Domagoj (Dom) Glavota

THIS IS **EXHIBIT "X"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF126400C72D4F0

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R



February 14, 2023

By Courier, Registered Mail and Ordinary Mail

Kazembe & Associates Professional Corporation
o/a 1898903 Ontario Inc.
1888 Wilson Ave,
Toronto, ON M9M 1A7
Attention: Courtney A Kazembe

Kazembe & Associates Professional Corporation
1888 Wilson Avenue
Toronto, ON M9M 1A7
Attention: Courtney A Kazembe

Domagoj (Dom) Glavota
T 416 862-3607
F 905-523-2941
dom.glavota@gowlingwlg.com

Assistant: Julie Fraser
T 905-540-3280
julie.fraser@gowlingwlg.com
File No. H233433

Re: Canadian Imperial Bank of Commerce (the “Bank”) and Kazembe & Associates Professional Corporation (the “Borrower”)

We are the lawyers for the Bank in connection with certain credit facilities established by the Bank in favour of the Borrower (the “**Credit Facilities**”) pursuant to a CIBC small business credit agreement and guarantee dated as of May 18, 2018, as amended by a CIBC small business credit agreement and guarantee and a small business change of loan details agreement dated June 2, 2020 (as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Borrower is in default under the Credit Agreement for, without limitation, failing to make payments of principal and interest when due and the existence of unpaid tax arrears. The existing events of default entitle the Bank to demand repayment of the Credit Facilities.

On behalf of our client, we hereby demand payment in full of the Borrower’s indebtedness to the Bank (the amount owing from time to time by the Borrower to the Bank, the “**Indebtedness**”) owing under the Credit Facilities. According to the Bank’s records, the Borrower is indebted or otherwise liable to the Bank for the following amounts as of February 10, 2023:

Line of Credit (#00922/47-28610)	
Principal outstanding	\$98,707.32
Accrued interest	\$242.17
Interest accrues at the Bank’s prime rate of interest plus 3.250% per year	
Service charges	\$118.50
Total Indebtedness as at February 10, 2023	\$99,067.99

Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the relevant rates set out above. The exact amount of the Indebtedness and interest which will have accrued to any proposed date of payment may be obtained by contacting the undersigned. You will also be required to pay the Bank’s legal and other expenses in connection with the Indebtedness.

Unless arrangements for payment of the Indebtedness, together with accrued interest and costs, are received by our office on behalf of the Bank by the close of business on February 27, 2023, we have instructions to commence litigation and take such other steps as are necessary to recover payment in full. The Bank reserves its rights to close all bank accounts and terminate any cash management services including, but not limited to, any credit or debit cards, electronic fund transfer, overdraft, cash pooling, treasury, depository and other cash management arrangements and credit card services that you have with the Bank or any of the Bank's affiliates at the close of business on February 27, 2023. Please note if you have Creditor Insurance on the above-mentioned account, it will be terminated in accordance with the terms of your Certificate of Insurance.

We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,

Gowling WLG (Canada) LLP



Domagoj (Dom) Glavota

DG: JAF

Encl.

BANKRUPTCY AND INSOLVENCY ACT

FORM 86 Notice of Intention to Enforce Security (Rule 124)

TO: Kazembe & Associates Professional Corporation, an insolvent person

Take notice that:

1. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
2. The security that is to be enforced is in the form of:
 - Security Agreement dated May 22, 2018 in favour of Canadian Imperial Bank of Commerce registered under the *Personal Property Security Act* (Ontario) on October 12, 2016 as reference file no. 721494171 (original registration no. 20161012 1711 1219 2838).
3. The total amount of indebtedness secured by the security as at February 10, 2023 is \$99,067.99.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
5. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of Kazembe & Associates Professional Corporation and accrued and unpaid interest from now to the date of payment at the rates set out in the credit agreement dated as of May 18, 2018 between Canadian Imperial Bank of Commerce, as lender, and Kazembe & Associates Professional Corporation, as borrower, as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated this 14th day of February 2023.

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Domagoj (Dom) Glavota



February 14, 2023

By Courier, Registered Mail and Ordinary Mail

Kazembe & Associates Professional Corporation
 (o/a 1898903 Ontario Inc.)
 1888 Wilson Ave
 Toronto, ON M9M 1A7
 Attention: Courtney A Kazembe

Domagoj (Dom) Glavota
 T 416 862-3607
 F 905-523-2941
 dom.glavota@gowlingwlg.com
 Assistant: Julie Fraser
 T 905-540-3280
 julie.fraser@gowlingwlg.com
 File No. H233430

Re: Canadian Imperial Bank of Commerce (the “Bank”) and 1340182 Ontario Limited (the “Borrower”)

We represent the Bank with respect to the above noted matter. According to the Bank’s records, the Borrower is indebted or otherwise liable to the Bank for the following amounts as of February 10, 2023 (the amount owing from time to time by the Borrower to the Bank, the “**Indebtedness**”):

Business Term Loan (#322/4864050)

Principal outstanding	\$894,852.50
Accrued interest	\$24,091.41

Interest accrues at the Bank’s prime rate of interest.

Total Indebtedness as at February 10, 2023 **\$918,943.91**

Pursuant to a guarantee dated July 15, 2019 (the “**Guarantee**”) you agreed to guarantee the Indebtedness of the Borrower, plus accrued interest and expenses set out therein.

We therefore demand payment of the Indebtedness, plus accruing interest and all fees and expenses incurred by the Bank, in connection with the enforcement of the Guarantee and expenses thereon in accordance with the terms of the Guarantee. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the undersigned.

We have instructions to commence litigation against you if you do not make satisfactory arrangements with our office immediately to have the Indebtedness paid, plus accrued interest and costs. If we do not hear from you by close of business on February 27, 2023, we will proceed as instructed. Please note, if you have Creditor Insurance on the above-mentioned account, it will be terminated in accordance with the terms of your Certificate of Insurance.

We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,
Gowling WLG (Canada) LLP



Domagoj (Dom) Glavota
DG: JAF
Encl.

BANKRUPTCY AND INSOLVENCY ACT

FORM 86 Notice of Intention to Enforce Security (Rule 124)

TO: Kazembe & Associates Professional Corporation, an insolvent person

Take notice that:

1. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
2. The security that is to be enforced is in the form of:
 - Security Agreement dated July 15, 2019 in favour of Canadian Imperial Bank of Commerce registered under the *Personal Property Security Act* (Ontario) on October 12, 2016 as reference file no. 721494171 (original registration no. 20161012 1711 1219 2838).
3. The total amount of indebtedness secured by the security as at February 10, 2023 is \$918,943.91.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
5. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of 1340182 Ontario Limited and accrued and unpaid interest from now to the date of payment at the rates set out in the credit agreement dated as of July 15, 2019 between Canadian Imperial Bank of Commerce, as lender, and 1340182 Ontario Limited, as borrower, as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated at Toronto, this 14th day of February 2023.

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Domagoj (Dom) Glavota

THIS IS **EXHIBIT "Y"** TO THE AFFIDAVIT OF
JO-ANN MITCHELL, SWORN BEFORE ME BY VIDEOCONFERENCE
ON THIS 27 DAY OF APRIL, 2023

DocuSigned by:

Katherine Yurkovich

BF436400C72D4F0...

*A Commissioner for Oaths and Notary Public in
and for the Province of Ontario*
Katherine Yurkovich LSO# 80396R

Court File No. CV-23-

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1340182 ONTARIO LIMITED AND KAZEMBE & ASSOCIATES PROFESSIONAL
CORPORATION

Respondents

CONSENT TO ACT

MNP Ltd. hereby consents to act as receiver without security, over all property, assets and undertaking of 1340182 Ontario Limited and Kazembe & Associates Professional Corporation, excluding any and all Excluded Property (as defined in the Appointment Order (defined below)), in accordance with an order substantially in the form of the receivership order (the “**Appointment Order**”) sought and included in the Application Record of Canadian Imperial Bank of Commerce.

DATED the 24th day of April, 2023

MNP LTD.

Per:



Matthew Lem, Senior Vice-President

CANADIAN IMPERIAL BANK OF COMMERCE

Court File No. CV-23-00698539-00CL
**1340182 ONTARIO LIMITED AND KAZEMBE &
- and - ASSOCIATES PROFESSIONAL CORPORATION**

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JO-ANN MICHELL

(Sworn April 27, 2023)

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
1 First Canadian Place,
100 King Street West, Suite 1600
Toronto ON M5X 1G5
Tel: 416-862-7525
Fax: 416-862-7661

Thomas Gertner (LSO# 67756S)

Tel: 416-369-4618
Email: thomas.gertner@gowlingwlg.com

Katherine Yurkovich (LSO# 80396R)

Tel: 416-862-4342
Email: kate.yurkovich@gowlingwlg.com

Lawyers for the Applicant

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAME) THURSDAY, 11TH DAY OF MAY, 2023
)
JUSTICE STEELE)

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1340182 ONTARIO LIMITED AND
KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION

Respondents

ORDER
(appointing Receiver)

THIS APPLICATION made by the Canadian Imperial Bank of Commerce (the “**Applicant**”) 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 MNP Ltd. (“**MNP**”) as receiver (in such capacity the “**Receiver**”) without security, of all of the assets, undertakings and properties of Kazembe & Associates Professional Corporation (“**K&A OpCo**”) and 1340182 Ontario Limited (“**134 Real Property Co**”, collectively with K&A OpCo, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Jo-Ann Mitchell sworn April 27, 2023 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and all other parties listed on the Counsel Slip, no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of MNP to act as the Receiver,

APPOINTMENT

1. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "**Property**").
2. **THIS COURT ORDERS** that notwithstanding anything else herein, and for greater certainty, the defined term "**Property**" as used herein shall not include any of the assets, undertakings and properties listed in Schedule A (the "**Excluded 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 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 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, and in this regard the Receiver is specifically authorized to retain counsel for the Applicant to advise and represent it save and except on matters upon which the Receiver in its judgement determines that it requires independent advice, in which case the Receiver shall retain independent counsel;
 - (d) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, including recovering from clients, former clients and/or successor or substituting lawyers any outstanding disbursements or legal fees for services rendered by K&A OpCo and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to seek to apply any corresponding retainers or other monies held in trust by K&A OpCo;
- (f) to settle, extend or compromise any indebtedness owing to the Debtors;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (i) 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;
- (j) 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 \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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*, and/or section 31 of the *Ontario Mortgages Act*, as the case may be, shall not be required.

- (k) 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;
- (l) 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;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors or each of them;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of each of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by each of the Debtors;
- (p) to receive, share, transfer and otherwise exchange information related to K&A OpCo and the Property with the Law Society of Ontario (the “**LSO**”), including but not limited to documents, records and other information with respect to K&A OpCo’s client files, bank statements and bank accounts (operating and trust), dockets, disbursements, expenses, and insurance coverage and policies;
- (q) to exercise any shareholder, partnership, joint venture or other rights which each of the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO REMIT AND PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order including 923944 Ontario Ltd. (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 Debtors, 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** that notwithstanding paragraph 5, the LSO shall be permitted, and is hereby authorized, to disclose to the Receiver and the Receiver shall be entitled

to receive and review such Records and / or information relating to K&A OpCo's client files, provided that the Receiver and its Counsel shall be required to keep the information that is confidential and/or privileged contained in the K&A OpCo's client files (the "**Confidential Information**") as such, and shall comply with any and all laws and regulations applicable to the maintenance and transfer of any such Records or files to any successor or substituting lawyer.

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 DEBTORS OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property, shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the

filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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 Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate

the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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

18. **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

19. **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 its 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.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **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

22. **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 \$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.

23. **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.

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

25. **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

26. **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/eservice-commercial/>) 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: www.mnpdebt.ca/kazembe&assocpc

27. **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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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

28. **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.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of each of the Debtors.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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.

31. **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.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, 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 Debtors' estate with such priority and at such time as this Court may determine.

33. **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.

34. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this order is effective from the date it is made, and it is enforceable without any need for entry and filing. In accordance with

Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

SCHEDULE A
EXCLUDED PROPERTY

1. Any and all trust accounts held or operated by K&A OpCo;
2. Any and all trust funds held by K&A OpCo;
3. Any and all current and former client files (excluding for greater certainty the receivables associates with such files), stored as paper records, electronically or otherwise.

**SCHEDULE B
RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that MNP Ltd. the receiver (the "**Receiver**") of the assets, undertakings and properties of Kazembe & Associates Professional Corporation and 1340182 Ontario Limited (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") other than the Excluded Property (as defined in the Order) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the May 11, 2023 (the "**Order**") made in an action having Court file number CV-15-_____-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20____.

MNP LTD. solely in its capacity as Receiver
and Manager of the Property and not in its
personal capacity

Per: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

Court File No. CV-23-00698539-00CL
**1340182 ONTARIO LIMITED and KAZEMBE &
ASSOCIATES PROFESSIONAL CORPORATION**

- and -

Respondents

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

RECEIVERSHIP ORDER

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Lawyers for the Applicant

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE — MADAME)
) ~~WEEKDAY, THE #~~
JUSTICE — STEELE) THURSDAY, 11TH DAY OF MONTHMAY,
) 20YR2023

~~PLAINTIFF¹~~

~~Plaintiff~~

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

1340182 ONTARIO LIMITED AND

KAZEMBE & ASSOCIATES PROFESSIONAL CORPORATION

Respondents

ORDER
(appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²Canadian Imperial Bank of Commerce
(the "Applicant") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C.

¹ ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

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

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 ~~[RECEIVER'S NAME]~~ MNP Ltd. ("MNP") as receiver ~~[and manager]~~ (in such ~~capacities,~~ capacity the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (Kazembe & Associates Professional Corporation ("K&A OpCo") and 1340182 Ontario Limited ("134 Real Property Co", collectively with K&A OpCo, the "DebtorDebtors") acquired for, or used in relation to a business carried on by the ~~DebtorDebtors~~, was heard this day ~~at 330 University Avenue,~~ by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~ Jo-Ann Mitchell sworn ~~[DATE]~~ April 27, 2023 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~ the Applicant and all other parties listed on the Counsel Slip, no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of ~~[RECEIVER'S NAME]~~ MNP to act as the Receiver,

SERVICE

~~1. — THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.~~

APPOINTMENT

1. ~~2.~~ **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ MNP is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~DebtorDebtors~~ acquired for, or used in relation to a business carried on by the ~~DebtorDebtors~~, including all proceeds thereof (the "Property").

2. **THIS COURT ORDERS** that notwithstanding anything else herein, and for greater certainty, the defined term "Property" as used herein shall not include any of the assets, undertakings and properties listed in Schedule A (the "Excluded Property").

RECEIVER'S POWERS

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- ~~(c) to manage, operate, and carry on the business of the 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;~~
- (c) ~~(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, and in this regard the Receiver is specifically authorized to retain counsel for the Applicant to advise and represent it save and except on matters upon which the Receiver in its judgement determines that it requires independent advice, in which case the Receiver shall retain independent counsel;
- (d) ~~(e)~~ to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (e) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors, including recovering from clients, former clients and/or successor or substituting lawyers any outstanding disbursements or legal fees for services rendered by K&A OpCo and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to ~~enforce~~seek to apply any ~~security~~corresponding retainers or other monies held in trust by ~~the Debtor~~K&A OpCo;

- (f) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (g) ~~(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~~Debtors, for any purpose pursuant to this Order;
- (h) ~~(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~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (i) ~~(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;
- (j) ~~(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 \$ ~~_____~~250,000, provided that the aggregate consideration for all such transactions does not exceed \$ ~~_____~~500,000; 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*, ~~and~~and/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.~~

⁴ ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

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.~~

- (k) ~~(h)~~ 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;
- (l) ~~(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;
- (m) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) ~~(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~~ Debtors or each of them;
- (o) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of each of the ~~Debtor~~ Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by each of the ~~Debtor~~ Debtors;
- (p) to receive, share, transfer and otherwise exchange information related to K&A OpCo and the Property with the Law Society of Ontario (the "LSO"), including but not limited to documents, records and other information with respect to K&A OpCo's client files, bank statements and bank accounts (operating and trust), dockets, disbursements, expenses, and insurance coverage and policies;
- (q) to exercise any shareholder, partnership, joint venture or other rights which each of the ~~Debtor~~ Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~ Debtors, and without interference from any other Person.

DUTY TO REMIT AND PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order including 923944 Ontario Ltd. (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~~Debtors, 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** that notwithstanding paragraph 5, the LSO shall be permitted, and is hereby authorized, to disclose to the Receiver and the Receiver shall be entitled

to receive and review such Records and / or information relating to K&A OpCo's client files, provided that the Receiver and its Counsel shall be required to keep the information that is confidential and/or privileged contained in the K&A OpCo's client files (the "Confidential Information") as such, and shall comply with any and all laws and regulations applicable to the maintenance and transfer of any such Records or files to any successor or substituting lawyer.

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~~DEBTORS OR THE PROPERTY

10. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property, shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors 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~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the

~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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~~Debtors, 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~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor~~Debtors'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~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor~~Debtors'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

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~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~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

18. ~~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

19. ~~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 its 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

20. ~~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 of the Ontario Superior Court of Justice.

21. ~~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.

⁶ ~~Note 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".~~

FUNDING OF THE RECEIVERSHIP

22. ~~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 \$ ~~_____~~ 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.

23. ~~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.

24. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A"B hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. ~~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

26. ~~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/>~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) 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 ~~“@”~~: www.mnpdebt.ca/kazembe&assocpc

27. ~~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~~Debtors's creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors 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

28. ~~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.

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of each of the ~~Debtor~~Debtors.

30. ~~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.

31. ~~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.

32. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor~~Debtors's estate with such priority and at such time as this Court may determine.

33. ~~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.

34. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this order is effective from the date it is made, and it is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

SCHEDULE "A"

EXCLUDED PROPERTY

1. Any and all trust accounts held or operated by K&A OpCo;
2. Any and all trust funds held by K&A OpCo;
3. Any and all current and former client files (excluding for greater certainty the receivables associates with such files), stored as paper records, electronically or otherwise.

SCHEDULE B
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~, MNP Ltd. the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Kazembe & Associates Professional Corporation and 1340182 Ontario Limited (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the ~~"Property"~~ "Property") other than the Excluded Property (as defined in the Order) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ~~___ day of _____~~ May 11, 20__ ~~2023~~ (the "Order") made in an action having Court file number CV-15-_____ -00CL_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

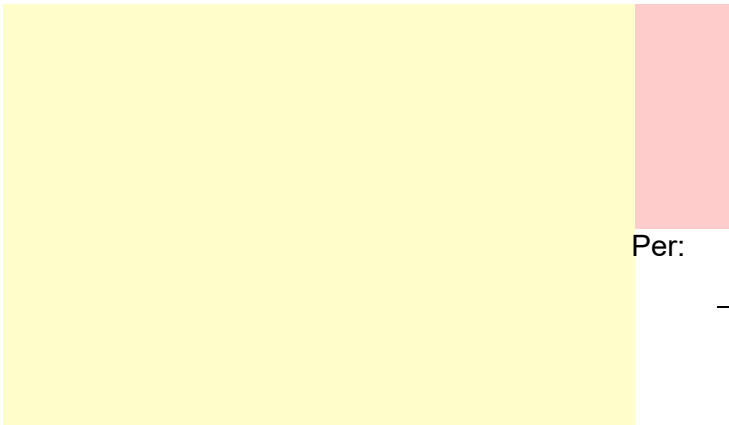
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.



~~[RECEIVER'S NAME]~~, MNP LTD.
solely in its capacity as Receiver and
Manager of the Property, and not in its
personal capacity

Per:

Name:

Title:

CANADIAN IMPERIAL BANK OF COMMERCE

- and -

Court File No. CV-23-0
1340182 ONTARIO LIMITED a
ASSOCIATES PROFESSIONAL

Applicant

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

ONTARIO
SUPERIOR COURT
(COMMERCIAL)

PROCEEDING COMMENCING

RECEIVERSHIP

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Document comparison by Workshare Compare on April 27, 2023 7:05:21 AM

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Moved to	0
Style changes	0
Format changes	0
Total changes	383

CANADIAN IMPERIAL BANK OF COMMERCE

- and - 1340182 ONTARIO LIMITED AND KAZEMBE &
ASSOCIATES PROFESSIONAL CORPORATION

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

APPLICATION RECORD

(Returnable May 11, 2023)

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