

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

MATS MOY and TYMECA CHANELLE MOY

Respondents

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

**APPLICATION RECORD**  
(Appointment of Receiver)

October 17, 2025

**GOWLING WLG (CANADA) LLP**

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

Tel: 905-540-8208

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242

[Bart.Sarsh@gowlingwlq.com](mailto:Bart.Sarsh@gowlingwlq.com)

Lawyers for the Applicant

**TO: THE SERVICE LIST**

**THE SERVICE LIST**  
(as at October 6, 2025)

**GOWLING WLG (CANADA) LLP**

One Main Street West  
Hamilton, ON L8P 4Z5

Tel: 905-540-8208

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242

Email: [bart.sarsh@gowlingwlg.com](mailto:bart.sarsh@gowlingwlg.com)

Lawyers for the Applicant

**MATS MOY**

27 Cyclone Trail  
Brampton, ON L7A 5E7

Email: [matsmoy@gmail.com](mailto:matsmoy@gmail.com)

Respondent

**TYMECA CHANELLE MOY**

27 Cyclone Trail  
Brampton, ON L7A 5E7

Email: [tymecamoy@gmail.com](mailto:tymecamoy@gmail.com)

Respondent

**MSI SPERGEL INC.**

21 King Street West, Suite 1602  
Hamilton, ON L8P 4W7

**Trevor Pringle**

Tel: 905-527-2227

Email: [tpringle@spergel.ca](mailto:tpringle@spergel.ca)

Proposed Receiver

**ROBINS APPLEBY LLP**

120 Adelaide Street West, Suite 2600  
Toronto, ON M5H 1T1

**Dominique Michaud (LSO No. 56871V)**

Tel: 416-360-3795

Email: [dmichaud@robapp.com](mailto:dmichaud@robapp.com)

Lawyers for Proposed Receiver

**GOVERNMENT**

**ATTORNEY GENERAL OF CANADA**

Department of Justice  
Regional Office, Tax Law Section  
120 Adelaide Street West, Suite 400  
Toronto, ON M5H 1T1

Email: [agc-pgc.toronto-tax-fiscal@justice.gc.ca](mailto:agc-pgc.toronto-tax-fiscal@justice.gc.ca)

**OFFICE OF THE SUPERINTENDENT OF  
BANKRUPTCY CANADA**

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

Email: [osbservice-bsfservice@ised-isde.gc.ca](mailto:osbservice-bsfservice@ised-isde.gc.ca)

**ONTARIO MINISTRY OF FINANCE  
(INSOLVENCY UNIT)**

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

Email: [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

## EMAIL SERVICE LIST

[bart.sarsh@gowlingwlq.com](mailto:bart.sarsh@gowlingwlq.com); [matsmoy@gmail.com](mailto:matsmoy@gmail.com); [tymecamoy@gmail.com](mailto:tymecamoy@gmail.com);  
[tpringle@spergel.ca](mailto:tpringle@spergel.ca); [dmichaud@robapp.com](mailto:dmichaud@robapp.com); [agc-pgc.toronto-tax-fiscal@justice.gc.ca](mailto:agc-pgc.toronto-tax-fiscal@justice.gc.ca);  
[osbservice-bsfservice@ised-isde.gc.ca](mailto:osbservice-bsfservice@ised-isde.gc.ca); [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

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# TAB A

Court File No.: CV-25-00005748-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:



CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

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**NOTICE OF APPLICATION**

TO THE RESPONDENTS

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

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

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

Ontario Superior Court of Justice, 7755 Hurontario Street, Brampton, Ontario on

**Thursday, December 11, 2025 at 10:00 a.m.**

with the Zoom link to be provided by the Court

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

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

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

Issued by **Jonathan Chiodo** Digitally signed by Jonathan Chiodo  
Date: 2025.10.17 09:08:14 -04'00'  
Local Registrar

Address of court office: 7755 Hurontario Street, Suite 100  
Brampton, ON L6W 4T6

TO: **THE SERVICE LIST**



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THE SERVICE LIST (as at October 6, 2025)	
<b>GOWLING WLG (CANADA) LLP</b> One Main Street West Hamilton, ON L8P 4Z5  Tel: 905-540-8208  <b>Bart Sarsh (LSO No. 59208N)</b> Tel: 905-540-3242 Email: <a href="mailto:bart.sarsh@gowlingwlg.com">bart.sarsh@gowlingwlg.com</a>  Lawyers for the Applicant	
<b>MATS MOY</b> 27 Cyclone Trail Brampton, ON L7A 5E7  Email: <a href="mailto:matsmoy@gmail.com">matsmoy@gmail.com</a>  Respondent	<b>TMECA CHANELLE MOY</b> 27 Cyclone Trail Brampton, ON L7A 5E7  Email: <a href="mailto:tymecamoy@gmail.com">tymecamoy@gmail.com</a>  Respondent
<b>MSI SPERGEL INC.</b> 21 King Street West, Suite 1602 Hamilton, ON L8P 4W7  <b>Trevor Pringle</b> Tel: 905-527-2227 Email: <a href="mailto:tpringle@spergel.ca">tpringle@spergel.ca</a>  Proposed Receiver	<b>ROBINS APPLEBY LLP</b> 120 Adelaide Street West, Suite 2600 Toronto, ON M5H 1T1  <b>Dominique Michaud (LSO No. 56871V)</b> Tel: 416-360-3795 Email: <a href="mailto:dmichaud@robapp.com">dmichaud@robapp.com</a>  Lawyers for Proposed Receiver
GOVERNMENT	
<b>ATTORNEY GENERAL OF CANADA</b> Department of Justice Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1  Email: <a href="mailto:agc-pgc.toronto-tax-fiscal@justice.gc.ca">agc-pgc.toronto-tax-fiscal@justice.gc.ca</a>	<b>OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA</b> 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7  Email: <a href="mailto:osbservice-bsfservice@ised-isde.gc.ca">osbservice-bsfservice@ised-isde.gc.ca</a>

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<b>ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT)</b> Legal Services Branch 33 King Street West, 6 <sup>th</sup> Floor Oshawa, ON L1H 8H5  Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a>	
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### EMAIL SERVICE LIST

[bart.sarsh@gowlingwlq.com](mailto:bart.sarsh@gowlingwlq.com); [matsmoy@gmail.com](mailto:matsmoy@gmail.com); [tymecamoy@gmail.com](mailto:tymecamoy@gmail.com);  
[tpringle@spergel.ca](mailto:tpringle@spergel.ca); [dmichaud@robapp.com](mailto:dmichaud@robapp.com); [agc-pgc.toronto-tax-fiscal@justice.gc.ca](mailto:agc-pgc.toronto-tax-fiscal@justice.gc.ca);  
[osbservice-bsfservice@ised-isde.gc.ca](mailto:osbservice-bsfservice@ised-isde.gc.ca); [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

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## APPLICATION

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

- (a) if necessary, an Order abridging the time for service and filing of the Application Record and dispensing with service on any person other than those served; and
- (b) an Order substantially in the form contained at **Tab C** of the Application Record (the “**Appointment Order**”) appointing msi Spergel Inc. (“**Spergel**”) as the receiver and manager (in such capacities, the “**Receiver**”) without security, over all property, assets and undertaking of Mats Moy (“**Mats**”) and Tymeca Chanelle Moy (“**Tymeca**”) ( collectively the “**Debtors**”) acquired for, or used in relation to, the Debtors’ right, title and interest in and to the property including all proceeds as more particularly described in **Schedule “A”** of the Appointment Order (the “**Property**”) pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and s. 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended (the “**CJA**”); and
- (c) Such further and other relief as this Honourable Court deems just.

### THE GROUNDS FOR THE APPLICATION ARE:

#### **I. THE PARTIES**

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

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2. Mats Moy ("**Mats**") is an individual residing in Brampton and one of two borrowers of the loan issued by the Caisse.

3. Tymeca Chanelle Moy ("**Tymeca**") is an individual residing in Brampton and the second of two borrowers of the loan issued by the Caisse.

**II. LOAN NO. 0725657-PR-1 re 328 Melvin Avenue, Sudbury ON P3C 4X3;**

4. The Caisse (as lender) and Mats and Tymeca (as borrowers), entered into a Loan Agreement on June 1, 2023 (the "**328 Melvin Loan Agreement**").

5. Pursuant to the 328 Melvin Loan Agreement, the Caisse advanced a loan in the total principal amount of \$356,000.00, for a term of twelve (12) months, from the date of disbursement together with interest at a rate of 6.290% per annum and calculated monthly and not in advance. The loan was disbursed on November 18, 2023.

**Security**

6. The Caisse holds security against the Debtors as follows:

(a) a Charge/Mortgage registered June 7, 2023 as Instrument No. SD476939 over lands municipally known as 328 Melvin Avenue, Sudbury ON P3C 4X3 (the "**328 Melvin Collateral Mortgage**");

(b) an Assignment of Rents in respect of 328 Melvin Avenue, Sudbury ON P3C 4X3 (the "**328 Melvin Assignment of Rents**"). The Assignment of Rents was registered as Instrument No. SD476940 on June 7, 2023.

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7. The personal property security of the Caisse was registered on June 18, 2025 against the Debtors as related to the applicable personal property in the provincial registry maintained under the Personal Property Security Act (Ontario), R.S.O. 1990, c P.10 (the “**Ontario PPSA**”) under File No. 517438548 and Registration No. 20250618 1605 1590 5476 (with respect to the **328 Melvin Assignment of Rents**).

### **Loan Amendments / Renewals**

8. The 328 Melvin Loan Agreement was amended effective as of June 7, 2024 whereby the interest rate was set to the Prime Rate + 0.450% per annum calculated monthly and not in advance and the term of the mortgage was revised to a twelve (12) month term with a maturity date of June 6, 2025.

9. On March 31, 2025 a Notice of Non-Renewal was sent to the Debtors advising that due to the history related to the repayment of the loans the Cassie will not be renewing the mortgage.

### **III. DEFAULTS, DEMANDS, AND NOTICES OF INTENTION TO ENFORCE**

10. Numerous events of default under the 328 Melvin Collateral Mortgage have occurred.

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

- (a) They have failed to make prompt payment of the amounts due under the 328 Melvin Collateral Mortgage;

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- (b) They have failed to repay the loan in accordance with the 328 Melvin Loan Agreement.

12. On June 12, 2025, Gowling WLG (Canada) LLP (“**Gowlings**”) acting on behalf of the Caisse issued the following to the Debtors:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of June 9, 2025, plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of June 23, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of Mats and Tymeca pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

#### IV. NEED FOR A RECEIVER

13. As of June 9, 2025, the aggregate indebtedness of the Debtors due and owing to the Caisse was \$355,667.86 for the 328 Melvin Collateral Mortgage (Loan No. 0725657-PR-1,) in addition to ongoing accrual of interest as set out in the Loan Agreement or Amendment excluding professional fees, disbursements and HST (the “**Indebtedness**”).

14. As indicated above, certain events of default have occurred under the 328 Melvin Collateral Mortgage which are ongoing and outstanding.

15. The Debtors are not able to pay the Indebtedness owing.

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

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17. The Caisse has lost confidence in the management of the Debtors for all of the reasons detailed in the affidavit filed in support of this Application.

18. The Debtors do not have the ability to fund ongoing mortgage payments, and this is eroding the value of the Caisse's security position due to the accrual of the Indebtedness without meaningful repayment of the loan.

19. The 328 Melvin Collateral Mortgage matured on June 6, 2025 and to date, the Caisse has not been repaid the Indebtedness. There is also a residential tenant at the Property as evidenced by occupancy checks that were completed on July 29, 2025 and August 21, 2025.

20. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of the Debtors' failure to repay the Indebtedness. With the Property being occupied by a residential tenant, the Caisse not having any information about the nature of the tenancy because the Debtors have stopped communicating with the Caisse, there are ongoing issues to address for collection of rent, payment of utilities to maintain adequate service for the residential tenant and landscaping, the appointment of the Receiver is necessary to preserve the value of the Property and the Caisse's collateral.

21. There is also a Building Code violation order registered on title to the Property by the City of Greater Sudbury on February 18, 2025 as Instrument No. SD51388 relating to an unsafe staircase and landing. This will need to be addressed by the Receiver, once appointed.

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

23. The Loan Agreement at Article 13 states:

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

24. Paragraph 38 of the Caisse's Standard Charge Terms filed as number 201909 provides for the appointment of Receiver:

**38. RECEIVERSHIP OF MEMBER**

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

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

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

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

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

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



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

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

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

27. Section 243 (5) of the BIA as it relates to “the judicial district of the locality of the debtor” as that phrase is defined in s. 2 of the BIA is Brampton, Ontario in that the Debtors have resided and continue to reside in Brampton, Ontario within the territorial jurisdiction of this specific location of the Superior Court of Justice.

28. Section 101 of the CJA.

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

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

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

- (a) The affidavit of Yoan Bouchard, affirmed on October 8, 2025 and the exhibits to the affidavit;

-12-

- (b) Such further and other evidence as the lawyers may advise and this Honourable Court permits.

**GOWLING WLG (CANADA) LLP**

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

Tel: 905-540-8208

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242  
Bart.Sarsh@gowlingwlg.com

Lawyers for the Applicant

Court File No.: CV-25-00005748-0000

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	- and -	MATS MOY and TYMECA CHANELLE MOY	Respondents
Applicant			

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

**NOTICE OF APPLICATION**

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

Tel: 905-540-8208

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242

Bart.Sarsh@gowlingwlg.com

Lawyers for the Applicant

File Number: G10057435

# TAB B

**ONTARIO  
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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 YOAN BOUCHARD  
(Affirmed October 8, 2025)**

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

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

2. I make this affidavit in support of the Caisse’s application for an order (the “**Appointment Order**”), among other things, appointing msi Spergel Inc. (“**Spergel**”) as receiver and manager (in such capacity, the “**Receiver**”) pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “**BIA**”) and section 101 of the

*Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”) without security, over all of the assets, undertakings, and properties of Mats Moy and Tymeca Chanelle Moy (the “**Debtors**”) acquired for, or used in relation to, all of the Debtors’ right, title and interest in and to the property described in Schedule “A” to the Appointment Order including all proceeds (the “**Property**”).

## **I. THE PARTIES**

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

4. Mats Moy (“**Mats**”) is an individual residing in Brampton and the first of two borrowers of the loan issued by the Caisse.

5. Tymeca Chanelle Moy (“**Tymeca**”) is an individual residing in Brampton and the second of two borrowers of the loan issued by the Caisse.

## **II. LOAN NO. 0725657-PR-1 re 328 Melvin Avenue, Sudbury ON P3C 4X3;**

6. The Caisse (as lender) and Mats and Tymeca (as borrowers), entered into a Loan Agreement on June 1, 2023 (the “**328 Melvin Loan Agreement**”). Attached as [Exhibit “1”](#) is a true copy of the 328 Melvin Loan Agreement dated June 1, 2023.

7. Pursuant to the 328 Melvin Loan Agreement, the Caisse advanced a loan in the total principal amount of \$356,000.00, for a term of twelve (12) months, from the date of disbursement together with interest at a rate of 6.290% per annum and calculated monthly and not in advance. The loan was disbursed on November 18, 2023.

## Security

8. The Caisse holds security against the Debtors as follows:

- (a) a Charge/Mortgage registered June 7, 2023 as Instrument No. SD476939 over lands municipally known as 328 Melvin Avenue, Sudbury ON P3C 4X3 (the “**328 Melvin Collateral Mortgage**”). Attached as [Exhibit “2”](#) is a true copy of the registered 328 Melvin Collateral Mortgage dated June 7, 2023. Attached as [Exhibit “3”](#) is a true copy the parcel register for 328 Melvin Avenue, Sudbury, Ontario with a currency date of July 7, 2025.
- (b) an Assignment of Rents in respect of 328 Melvin Avenue, Sudbury ON P3C 4X3 (the “**328 Melvin Assignment of Rents**”). The 328 Melvin Assignment of Rents was registered as Instrument No. SD476940 on June 7, 2023. Attached as [Exhibit “4”](#) is a true copy of the Notice of Assignment of Rents-General.

9. The personal property security of the Caisse was registered on June 18, 2025 against the Debtors as related to the applicable personal property in the provincial registry maintained under the *Personal Property Security Act (Ontario)*, R.S.O. 1990, c P.10 (the “**Ontario PPSA**”) under File No. 517438548 and Registration No. 20250618 1605 1590 5476 (with respect to the 328 Melvin Assignment of Rents). Attached as [Exhibit “5”](#) is a true copy of the Ontario PPSA registration confirmation against the Debtors with a file currency date of June 18, 2025.

## **Amendment to Loan Agreement**

10. The 328 Melvin Loan Agreement was amended effective as of June 7, 2024 whereby the interest rate was set to the Prime Rate + 0.450% per annum calculated monthly and not in advance, and the term of the mortgage was revised to a twelve (12) month term with a maturity date of June 6, 2025. Attached as [Exhibit “6”](#) is a true copy of the 328 Melvin Amended Loan Agreement.

11. On March 31, 2025, a Notice of Non-Renewal was sent to the Debtors advising that due to the history related to the repayment of the loans, the Cassie would not be renewing the mortgage. Attached as [Exhibit “7”](#) is a true copy of the Notice of Non-Renewal.

### **III. DEFAULTS, DEMANDS, AND NOTICE OF INTENTION TO ENFORCE AND TO DISPOSE**

12. Numerous events of default under 328 Melvin Collateral Mortgage have occurred.

13. The Debtors’ defaults are existing and continuing, including, but not limited to the defaults described below:

- (a) They have failed to make prompt payment of the amounts due under the 328 Melvin Collateral Mortgage;
- (b) They have failed to repay the loan in accordance with the 328 Melvin Loan Agreement.

14. On June 12, 2025, Gowling WLG (Canada) LLP (“**Gowlings**”) acting on behalf of the Caisse issued the following to the Debtors:



- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of June 9, 2025, plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of June 23, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of Mats and Tymeca pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit “8”](#) is a true copy of the Demand Letter and BIA 244 Notice with the covering email and Purolator courier delivery confirmations.

#### **IV. NEED FOR A RECEIVER**

15. As of June 9, 2025, the aggregate indebtedness of the Debtors due and owing to the Caisse was \$355,667.86 for the 328 Melvin Collateral Mortgage (Loan No. 0725657-PR-1,) in addition to ongoing accrual of interest as set out in the Loan Agreement or Amendment excluding professional fees, disbursements and HST (the “**Indebtedness**”).

16. As indicated above, certain events of default have occurred under the 328 Melvin Collateral Mortgage which are ongoing and outstanding.

17. The Debtors are not able to pay the Indebtedness owing.

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

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

20. The Debtors do not have the ability to fund ongoing mortgage payments, and this is eroding the value of the Caisse's security position due to the accrual of the Indebtedness without meaningful repayment of the loans.

21. The 328 Melvin Collateral Mortgage matured on June 6, 2025 and to date, the Caisse has not been repaid the Indebtedness. There is also a residential tenant at the Property as evidenced by occupancy checks that were completed on July 29, 2025 and August 21, 2025. Attached as [Exhibit "9"](#) is a true copy of the July 29, 2025 occupancy check and attached as [Exhibit "10"](#) is a true copy of the August 21, 2025 occupancy check.

22. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of the Debtors' failure to repay the Indebtedness. With the Property being occupied by a residential tenant, the Caisse not having any information about the nature of the tenancy because the Debtors have stopped communicating with the Caisse, there are ongoing issues to address for collection of rent, payment of utilities to maintain adequate service for the residential tenant and landscaping, the appointment of the Receiver is necessary to preserve the value of the Property and the Caisse's collateral.

23. There is also a Building Code violation order registered on title to the Property by the City of Greater Sudbury on February 18, 2025 as Instrument No. SD51388 relating to an unsafe staircase and landing. This will need to be addressed by the Receiver, once appointed. Attached as [Exhibit "11"](#) is a true copy of the Building Code violation order.

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

25. The Loan Agreement at Article 13 states:

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

26. Paragraph 38 of the Caisse's Standard Charge Terms filed as number 201909 provides for the appointment of a Receiver.

### **38. RECEIVERSHIP OF MEMBER**

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

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

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

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

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

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

- (g) Save as to claims for accounting under sub-paragraph (f) of this paragraph, the Member hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which arise or be caused to the Member or any person claiming through or under him or her by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.
- (h) The Financial Institution may, at any time, terminate any such receivership by notice in writing to the Member and to any such receiver.

27. If this Honourable Court sees fits to make such an appointment, msi Spergel Inc. has consented to act as Receiver. msi Spergel Ins. is a licensed insolvency trustee and has significant experience in mandates of this nature. Attached as Exhibit "13" is a true copy of msi Spergel Inc.'s Consent to Act.

# Yoan Bouchard

This is **Exhibit “1”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**

LOAN AGREEMENT (SOLE PROPRIETORSHIP,  
PARTNERSHIP, CORPORATION)

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

AND: **MATS MOY, TYMECA CHANELLE MOY**  
**27 CYCLONE TRAIL, BRAMPTON, ON L7A 5E7**

(if a legal person, herein acting and represented by \_\_\_\_\_, duly authorized for the purposes of the present contract in virtue of a resolution dated as of \_\_\_\_\_, or by law, a unanimous shareholder agreement or other act)

hereinafter referred to as "THE BORROWER"

THE PARTIES HERETO AGREE AS FOLLOWS:

1. LOAN

The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$356,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.

2. INTEREST

**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **6.290%** per annum calculated **monthly** and not in advance.

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

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

3. DISBURSEMENT

The loan shall be disbursed in a single disbursement to be made by **2023-11-18**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.

4. REPAYMENT

The Borrower undertakes to repay the loan as follows:

by means of **12** equal and consecutive **monthly** payments of **\$2,357.24** each **of principal and interest**, with the first payment to be made on **the 30th day following the disbursement** and the other payments to be made successively until **the expiry of the 1-year term beginning on the date of the disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.

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

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

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

5. APPROPRIATION OF PAYMENTS

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

6. CONDITIONS

Generic conditions

- No change shall be made to the project without the Financial Institution's prior written consent.
- The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
- Disbursements are to be assumed by the Solicitor (for both application #616962330 and #616968492), in order to ensure repayment of the borrower's obligations:**

- ±\$165,000 (Caisse Alliance Mortgage)
- ± \$30,000 (ScotiaLine Credit Card)
- ± \$10,000 (RBC Line of Credit)
- ± \$8,000 (Scotiabank Visa)
- ± \$7,000 (Bank of Montreal - Mats Moy)
- ± \$6,500 (Bank of Montreal - Tymeca Chanelle Moy)
- ± \$6,000 (Home Depot CC)
- ± \$6,000 (Bank of Montreal Visa)

**Any outstanding mortgage on the property located at 328 Melvin Avenue, Sudbury, ON P3C 4X will have to be paid off.**

- Property and casualty insurance**
- The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
  - loss of rental income as a result of a claim
  - All-risk and civil liability insurance.**
- In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

Conditions applicable to financing of assets

- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **328 Melvin Avenue, Sudbury, ON P3C 4X3** from a well-known and recognized firm retained by the Financial Institution, i.e., **Charles Bell Real Estate Appraisals Ltd.**. The report shall be to the Financial Institution's satisfaction.
- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than **2023-11-18**.
- Title insurance on the property located at **328 Melvin Avenue, Sudbury, ON P3C 4X3** shall be required.

7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION

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





- modify the nature of its business.

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

**8. PERIODIC REVIEW AND RENEWAL**

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

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

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

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

**9. SECURITY**

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

- a **first** priority ranking collateral charge/mortgage of land registered against a property located at **328 MELVIN AVENUE, SUDBURY, ON, P3C 4X3** and owned by **MATS MOY, TYMECA CHANELLE MOY** in the amount of **\$420,000.00** together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario

**10. COSTS**

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$850.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

**11. OTHER CONDITIONS**

**(a) Disbursement**

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

**(b) Debit authorization**

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

**(c) Prepayment of the loan**

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

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

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

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

**(d) Accounting terms**

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

**(e) Assigns, Joint and Several Liability**

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

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

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

**(f) Applicable laws**

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

**(g) Charges**

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

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

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

**(h) Other documents**

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

**(i) Business day**

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

**12. DEFAULT**

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

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other

related document, and any other credit or security agreement signed with the Financial Institution;

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

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

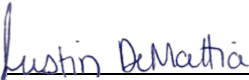
If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution.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

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

13. OTHER MENTIONS

\_\_\_\_\_

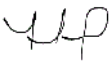
Signed at BRAMPTON, on JUNE 1, 2023



\_\_\_\_\_  
Signature of the Financial Institution’s representative  
**JUSTIN DEMATTIA**



\_\_\_\_\_  
Signature of the Borrower or its representative  
**MATS MOY**



\_\_\_\_\_  
Signature of co-Borrower

\_\_\_\_\_  
Signature of the Borrower or its representative  
**TYMECCA CHANELLE MOY**

\_\_\_\_\_  
Signature of the witness

\_\_\_\_\_  
Signature of the Borrower or its representative

\_\_\_\_\_  
Signature of the witness

\_\_\_\_\_  
Signature of the Borrower or its representative



This is **Exhibit “2”** referred to in the Affidavit of Yoan Bouchard affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Terrance Li*

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Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**

Properties				
PIN	02133 - 0210	LT	Interest/Estate	Fee Simple
Description	PCL 2527 SEC SES LOT 55, PLAN M53 CITY OF SUDBURY			
Address	328 MELVIN AVENUE SUDBURY			

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	MOY, MATS
Address for Service	27 Cyclone Trail, Brampton, ON
I am at least 18 years of age.	
My spouse is a party to this document.	
This document is not authorized under Power of Attorney by this party.	
Name	MOY, TYMECA CHANELLE
Address for Service	27 Cyclone Trail, Brampton, ON
I am at least 18 years of age.	
My spouse is a party to this document.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	
Address for Service	40 Rue Elm, Unite 166, Sudbury, ON P3C 1S8	

Provisions			
Principal	\$420,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date			
Interest Rate	Prime +10%		
Payments			
Interest Adjustment Date			
Payment Date	Monthly		
First Payment Date			
Last Payment Date			
Standard Charge Terms	201909		
Insurance Amount	Full insurable value		
Guarantor			

Signed By				
Melissa Meltem Stratton		321 Cityview Blvd, Unit 3 Vaughan L4H 3S7	acting for Chargor(s)	Signed    2023 06 07
Tel	905-477-5151			
Fax	905-477-6778			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By		
PARNES ROTHMAN LLP	321 Cityview Blvd, Unit 3 Vaughan L4H 3S7	2023 06 07
Tel	905-477-5151	
Fax	905-477-6778	

Fees/Taxes/Payment	
Statutory Registration Fee	\$69.00

Fees/Taxes/Payment

Total Paid

\$69.00

File Number

Chargee Client File Number :

83627AB

This is **Exhibit “3”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Terrance Li*

57C0BEA85C4C48C...

Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**

PROPERTY DESCRIPTION: PCL 2527 SEC SES LOT 55, PLAN M53 CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1993/04/05

OWNERS' NAMES

MOY, MATS  
MOY, TYMECA CHANELLE

CAPACITY SHARE

JTEN  
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1993/04/05 ON THIS PIN**						
**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1993/01/31 **						
LT611944	1987/11/13	TRANSFER		*** COMPLETELY DELETED ***	HUMBER, ANDREW	
LT724533	1992/01/15	CHARGE		*** COMPLETELY DELETED ***	CAISSE POPULAIRE ST. JEAN DE BREBEUF (SUDBURY) LIMITEE	
SD49872	2006/06/05	TRANSFER		*** COMPLETELY DELETED *** HUMBER, ANDREW	SWITZER, DANNY SWITZER, YVONNE EMILY MARIE	
REMARKS: PLANNING ACT STATEMENTS						
SD50226	2006/06/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE ST. JEAN DE BREBEUF (SUDBURY) LIMITEE		
REMARKS: RE: LT724533						
SD127960	2008/09/30	TRANSFER		*** COMPLETELY DELETED *** SWITZER, DANNY SWITZER, YVONNE EMILY MARIE	MILLER, GREG MILLER, NICOLE	
REMARKS: PLANNING ACT STATEMENTS						
SD127961	2008/09/30	CHARGE		*** COMPLETELY DELETED *** MILLER, GREG MILLER, NICOLE	SWITZER, DANNY SWITZER, YVONNE EMILY MARIE	
SD362373	2018/09/05	TRANSFER		*** COMPLETELY DELETED *** MILLER, GREG MILLER, NICOLE	NAGARAJAH, SRIPAVAN ANANTHASIVAM, RUBANANTHY	
REMARKS: PLANNING ACT STATEMENTS.						

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD362376	2018/09/05	CHARGE		*** COMPLETELY DELETED *** NAGARAJAH, SRIPAVAN ANANTHASIVAM, RUBANANTHY	SWITZER, DANNY SWITZER, YVONNE EMILY MARIE	
SD362377	2018/09/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NAGARAJAH, SRIPAVAN ANANTHASIVAM, RUBANANTHY	SWITZER, DANNY SWITZER, YVONNE EMILY MARIE	
SD362380	2018/09/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** SWITZER, DANNY SWITZER, YVONNE EMILY MARIE		
REMARKS: SD127961.						
SD397989	2020/06/19	TRANSFER		*** COMPLETELY DELETED *** NAGARAJAH, SRIPAVAN ANANTHASIVAM, RUBANANTHY	ANANTHASIVAM, RUBANANTHY	
SD397990	2020/06/19	CHARGE		*** COMPLETELY DELETED *** ANANTHASIVAM, RUBANANTHY	CANADIAN IMPERIAL BANK OF COMMERCE	
SD398015	2020/06/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** SWITZER, DANNY SWITZER, YVONNE EMILY MARIE		
REMARKS: SD362376.						
SD412007	2021/01/06	TRANSFER	\$215,000	ANANTHASIVAM, RUBANANTHY	MOY, MATS MOY, TYMECA CHANELLE	C
SD412008	2021/01/06	CHARGE	\$500,000	MOY, MATS MOY, TYMECA CHANELLE	CAISSE POPULAIRE ALLIANCE LIMITÉE	C
SD412009	2021/01/06	NO ASSGN RENT GEN		MOY, TYMECA CHANELLE MOY, MATS	CAISSE POPULAIRE ALLIANCE LIMITÉE	C
REMARKS: SD412008						
SD412010	2021/01/06	APL (GENERAL)		*** COMPLETELY DELETED *** ANANTHASIVAM, RUBANANTHY		
REMARKS: DELETED SD362377						
SD460209	2022/09/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: SD397990.						
SD476939	2023/06/07	CHARGE	\$420,000	MOY, MATS MOY, TYMECA CHANELLE	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD476940	2023/06/07	NO ASSGN RENT GEN		MOY, MATS MOY, TYMECA CHANELLE	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
		REMARKS: SD476939.				
SD513888	2025/02/18	APL GOVT ORDER		CITY OF GREATER SUDBURY		C

This is **Exhibit “4”** referred to in the Affidavit of Yoan Bouchard affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Terrance Li*

57C0BEA85C4C48C...

Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**



**Properties**

PIN

02133 - 0210    LT

Description

PCL 2527 SEC SES LOT 55, PLAN M53 CITY OF SUDBURY

Address

328 MELVIN AVENUE  
SUDBURY

**Applicant(s)**

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

Name

MOY, MATS

Address for Service

27 Cyclone Trail, Brampton, ON

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

Name

MOY, TYMECA CHANELLE

Address for Service

27 Cyclone Trail, Brampton, ON

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

Party To(s)	Capacity	Share
<div>Name</div> <div>CAISSE DESJARDINS ONTARIO CREDIT UNION INC.</div>		
<div>Address for Service</div> <div>40 Rue Elm, Unite 166, Sudbury, ON P3C 1S8</div>		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, SD476939 registered on 2023/06/07 to which this notice relates is deleted

**Signed By**

Melissa Meltem Stratton

321 Cityview Blvd, Unit 3  
Vaughan  
L4H 3S7

acting for  
Applicant(s)

Signed

2023 06 07

Tel

905-477-5151

Fax

905-477-6778

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

Melissa Meltem Stratton

321 Cityview Blvd, Unit 3  
Vaughan  
L4H 3S7

acting for  
Party To(s)

Signed

2023 06 07

Tel

905-477-5151

Fax

905-477-6778

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

**Submitted By**

PARNES ROTHMAN LLP

321 Cityview Blvd, Unit 3  
Vaughan  
L4H 3S7

2023 06 07

Tel

905-477-5151

Fax

905-477-6778

**Fees/Taxes/Payment**

Statutory Registration Fee

\$69.00

Total Paid

\$69.00

**File Number**

Applicant Client File Number :                      83627AB

This is **Exhibit “5”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in black ink that reads "Terrance Li". The signature is written in a cursive style. To the left of the signature is a blue bracket-like shape, and below it is a small blue alphanumeric string "57C0BEA85C4C48C...".

57C0BEA85C4C48C...

Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**



## ONTARIO PPSA New Registration 1C CONFIRMATION

PPSA Ref File No.: 517438548

Expiry Date: 2030-06-18

Registration Number: 20250618 1605 1590 5476

**REGISTRATION TYPE:** Personal Property Security Act

**CAUTION FILING:** N

**TERM OF REGISTRATION (YEARS):** 5

**MOTOR VEHICLE SCHEDULE:** N

### DEBTORS

Individual Debtors					
	FIRST NAME	MIDDLE	LAST NAME	DATE OF BIRTH	ADDRESS
1	MATS		MOY	1988-06-19	27 CYCLONE TRAIL BRAMPTON ON L7A 5E7
2	TYMECA	C	MOY	1988-11-26	27 CYCLONE TRAIL BRAMPTON ON L7A 5E7

### SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	40 RUE ELM, UNIT 166 SUDBURY ON P3C 1S8

### COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods <input type="checkbox"/>	Inventory <input type="checkbox"/>	Equipment <input type="checkbox"/>		\$420,000.00
Accounts <input checked="" type="checkbox"/>	Other <input checked="" type="checkbox"/>	Motor Veh Incl <input type="checkbox"/>		

General Collateral
ALL RENTS, INCOME AND OTHER MONIES DUE TO THE DEBTOR UNDER ALL CURRENT AND FUTURE LEASES AND RENTAL AGREEMENTS AND ANY INSURANCE PROCEEDS PAYABLE TO THE DEBTOR FROM THE PROPERTY MUNICIPALLY KNOWN AS 328 MELVIN AVENUE, SUDBURY, ON P3C 4X3

### REGISTERING AGENT

NAME	ADDRESS
GOWLING WLG (CANADA) LLP - HAMILTON	ONE MAIN STREET WEST HAMILTON ON L8P 4Z5

This is **Exhibit “6”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Terrance Li*

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Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**



June 10, 2024

Mats Moy, Tymeca Chanelle Moy  
27 CYCLONE TRAIL  
BRAMPTON, ON  
L7A5E7

Subject: **Renewal agreement(s)**

Reference: **00303 - 0725657**, Loan Number(s): **01**

Dear member,

We're writing to let you know that we've renewed the loan(s) listed above. We've enclosed documents detailing the terms we agreed on in our last conversation.

Please review these documents and sign them so we can get them on file.

If you purchased insurance, please note that if any of the insured persons have reached age 70 (for life insurance) or age 65 (for disability insurance) by the renewal date, they are no longer eligible. If this is the case, the insurance premium and related interest rate have been adjusted accordingly and are reflected in your agreement (see attached).

If you have any questions about these documents or you don't agree with the terms, please contact us as soon as possible.

Thank you for choosing Desjardins.

**Justin Demattia**  
613-524-3331

---

**Desjardins Ontario**  
1380, boul. LaSalle  
Sudbury, ON P3A 1Z6

# Loan Amendment or Renewal Agreement Business

## Name and address of Financial Institution

hereinafter referred to as "the Financial Institution"

Desjardins Ontario  
1380, boul. LaSalle  
Sudbury, ON P3A 1Z6

## Name and address of Borrower

hereinafter referred to as "the Borrower"

Mats Moy, Tymeca Chanelle Moy  
27 CYCLONE TRAIL  
BRAMPTON, ON  
L7A5E7

## Summary

Effective **2024-06-07** the terms and conditions of your loan will change as follows:

### New interest rate

Rate (fixed or variable)	Variable*
Interest rate	Prime rate + 0.450%

### New payment amount

Payment type	Fixed principal + interest
Payment amount <b>without</b> insurance	\$1,215.20
Payment frequency	Monthly
Next payment	2024-07-06
Term end date	2025-06-06

\* For variable rates:

The Fédération des caisses Desjardins du Québec's prime rate + **0.450%**. The prime rate changes from time to time. For your information, at the time of this contract, the prime rate is **6.950%**.

Your caisse transit	00303
Your folio number	0725657
Your loan number	01



## 1

## Loan

The Borrower has obtained or assumed a term or mortgage loan granted by the Financial Institution pursuant to a loan agreement executed on **2023-06-01**, for an initial amount of **\$356,000.00** having a balance in principal on **2024-06-10** of **\$349,975.63**.

## 2

## Interest rate

The loan will bear interest, before and after maturity:

**Variable rate:** at the Financial Institution's prime rate in effect from time to time, increased by an additional rate of **0.450%** per annum. The applicable rate shall vary in accordance with each variation in the Financial Institution's prime rate.

The interest rate shall be calculated monthly, not in advance, regardless of the interest payment frequency determined below.

The Financial Institution's prime rate is the interest rate it publicly advertises as its prime rate; on the date of this agreement, this rate is **6.950 %** per annum. The Borrower may, at any time, inquire at the Financial Institution with respect to its up-to-date prime rate.

If, by reason of a variation in the rate of interest, the amount of a payment in principal and interest is lower than the accrued interest, the unpaid interest shall be compounded and shall itself bear interest at the rate then applicable to the loan.

## 3

## Repayment

The Borrower undertakes to repay the loan to the Financial Institution:

### equal and consecutive payments

by means of equal and consecutive **monthly** payments in the amount of **\$1,215.20** each in principal only, commencing on **2024-07-06** and the others successively: until **2025-06-06** inclusive, on which date any balance in principal, interest, fees and costs shall become payable.

If the interest is not included in the amount of the payments, it shall be paid on the same dates as the principal payment.

The above repayment terms and conditions are determined on the basis of an amortization period of **24.01 years**.

## 4

## Insurances

The interest rate and amount of payments mentioned above do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower subscribed to ☐ life insurance or ☐ life and disability insurance, the cost of insurance shall be calculated by adding \_\_\_\_\_ % per annum to the loan balance, which shall be deemed interest, subject to the terms and conditions of the insurance policy in force at the Financial Institution. If the payments are made up of principal and interest, their amount shall be \$\_\_\_\_\_ including the cost of life insurance, and disability insurance if the Borrower subscribed to it.

## Payment authorization and failed withdrawal attempts

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

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

## Fees

The Borrower shall pay, if applicable, fees with respect to yearly follow-up, increased control, late document submission, notification, extension, renewal, third-party loan assumption if the encumbered property is sold, and discharge. The Borrower acknowledges that it has been informed of these fees and that they can be modified from time to time by the Financial Institution. This renewal is subject to administration fees of **\$0.00**. The Borrower hereby authorizes the Financial Institution to debit its account accordingly.

## Prepayment

Unless the loan agreement already contains the clauses specified below, the following shall be added to the said agreement, or shall replace those on the same subject if they are not to the same effect:

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

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

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

## Payment application

All payments received by the Financial Institution in repayment of the said loan shall first be applied against the oldest interest and shall be applied against the principal only when all the interest has been paid in full.



9

## **Interest Act (applicable to loans secured by a collateral charge/mortgage)**

The Borrower acknowledges that it does not want to reimburse now the balance of its loan in spite of its having matured. For the purpose of Section 10 of the Interest Act (R.S.C., c. I-15), the date of the charge/mortgage shall be deemed to be the date of this renewal agreement.

10

## **Change in control of a partnership or corporation**

If the Borrower is a partnership or corporation, it must notify the Financial Institution in writing of any transaction resulting in changing the individual(s) controlling it. Should such transaction occur, the Financial Institution may demand the immediate repayment of the loan.

11

## **Remedy**

This renewal shall not prejudice any rights and remedies the Financial Institution has against the original party(ies) to the mortgage loan and the charge/mortgage, all of which rights are hereby reserved by the Financial Institution.

12

## **Other special clauses**

- Save as expressly amended hereby, and in all other respects, the parties hereto ratify, confirm and agree to be bound by the terms and conditions stipulated in the charge/mortgage, as amended, and the provisions of this renewal shall enure to and be binding upon the heirs, executors, administrators, successors and assigns of each Party, and all covenants, liabilities and obligations of the Borrower and the Guarantor shall be joint and several.
- This renewal shall be governed by the laws of the Province of Ontario and applicable laws of Canada.
- We, the undersigned, hereby declare that we are the Parties above described and have carefully examined the renewal agreement and, in consideration of the extension of the maturity date, accept the said renewal on the terms and conditions thereof and agree personally and on behalf of our heirs, executors, administrators, successors and assigns to be bound by this agreement for all purposes. We, the undersigned, further agree, in consideration of the said renewal, to repay all monies now due or to become due under the charge/mortgage as amended hereby and to observe and perform all of the terms and conditions of the charge/mortgage and this renewal.

## Signatures

### Financial Institution

**Desjardins Ontario**

X

Signature of Financial Institution's authorized representative  
Justin Demattia

### Borrower

**Mats Moy, Tymeca Chanelle Moy**

Signed at \_\_\_\_\_, this \_\_\_\_\_.

X

Signature of authorized representative of Borrower  
MATS MOY

X

Signature of authorized representative of Borrower  
TYMECA CHANELLE MOY

This is **Exhibit “7”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

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

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Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**

Monday, March 31 2025

Email

A/S Mats Moy & Tymeca Chanelle Moy  
Mats Moy, Tymeca Chanelle Moy  
tymecamoy@gmail.com; matsmoy@gmail.com

**SUBJECT : Notice of non-renewal of your mortgage - Folio 725657 loan 1**

---

Madam, Sir,

On 2023-06-01, the Caisse Desjardins Ontario granted you a mortgage in the amount of \$ 356 000.00, secured by the building located at 328 Melvin Ave, Sudbury, ON P3C 4X3 the principal and interest balance of which, as of the date hereof, is \$ 352 011.74 .

As stipulated in the mortgage agreement/last mortgage renewal agreement, the balance of the loan becomes payable on 2025-06-06. We regret to inform you that due to the history related to the repayment of your loan, and/or the following reason: . the Caisse will not be renewing your mortgage on the date indicated above. On that date, you will need to repay the loan in full, principal plus interest, and take appropriate actions in light of the circumstances.

Please note that if the Caisse accepts partial payments on the balance, whether the payments are made before or after the above-mentioned date, it should not be interpreted as a reversal of this notice of non-renewal of your mortgage. The same applies if the mortgage rate is reset annually and you receive a notice of an annual interest rate reset. The notice would be sent as a contractual obligation, which stipulates that the agreed-upon interest rate applies before and after the due date.

Once the loan has been repaid in full, and provided you have no other outstanding balances guaranteed by the above-men-tioned loan, a notary needs to prepare a release and discharge to cancel the mortgage at the Registry Office.

This notice is subject to any other applicable rights of the Caisse.

Please feel free to contact me for more information. Sincerely,



**Yoan Bouchard**, Account director  
Direction Prêts spéciaux Entreprises  
yoan.bouchard@desjardins.com  
1866 835-8444 x546 5491

This is **Exhibit “8”** referred to in the Affidavit of Yoan Bouchard affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in black ink that reads "Terrance Li". The signature is written in a cursive style. To the left of the signature is a blue bracket-like shape.

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Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**

## Mirza, Sabina

---

**From:** Mirza, Sabina  
**Sent:** June 12, 2025 2:47 PM  
**To:** matsmoy@gmail.com; tymecamoy@gmail.com  
**Cc:** Sarsh, Bart; Pearson, Becky; Drouin, Kayla  
**Subject:** Demand letter and Notice of Intention to Enforce Security [GWLG-ACTIVE\_CA.FID23342934]  
**Attachments:** Demand and NITES(68870440.1).pdf

Good afternoon,

Please find attached correspondence on behalf of Bart Sarsh.

Regards,

Sabina Mirza

*Law Clerk*

T +1 905 540 8208 x23245

[sabina.mirza@gowlingwlg.com](mailto:sabina.mirza@gowlingwlg.com)



June 12, 2024

**Bart Sarsh\***  
\*Bart Sarsh Professional Corporation  
Direct +1 905 540 3242  
Bart.Sarsh@gowlingwlg.com

**PRIVATE AND CONFIDENTIAL**

**BY EMAIL & COURIER**

**Mats Moy**

27 Cyclone Trail  
Brampton, ON L7A 5E7  
[matsmoy@gmail.com](mailto:matsmoy@gmail.com)

**Tymeca Chanelle Moy**

27 Cyclone Trail  
Brampton, ON L7A 5E7  
[tymecamoy@gmail.com](mailto:tymecamoy@gmail.com)

**Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to Mats Moy and Tymeca Chanelle Moy (the “Borrowers”)**

---

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

We are writing to you in connection with the following:

- (i) the Loan Agreement dated as of June 1, 2023 with loan number 0725657 among the Borrowers, as borrowers, and the Lender, as lender;
- (ii) the Loan Amendment or Renewal Agreement Business effective as of June 7, 2024

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

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

The Borrowers are in default under the Loan Agreements (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrowers are indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of June 9, 2025 (the amount owing from time to time by the Borrower to the Lender, the “**Indebtedness**”).

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

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

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on June 23, 2025** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender's position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrowers.

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

Yours very truly,

**GOWLING WLG (CANADA) LLP**

A handwritten signature in dark ink, appearing to read "Bart Sarsh", is written over a horizontal line.

per Bart Sarsh



## **SCHEDULE "A"**

### **LIST OF DEFAULTS**

1. The Borrowers have failed to make prompt payment of the amounts due under Loan Number 0725657.
2. The Borrowers have failed to repay loan(s) in accordance with the Loan Agreements.

**SCHEDULE “B”**

**AMOUNT OF INDEBTEDNESS OWING AS OF June 9, 2025\***

<b>Loan Number 0725657</b>	
<b>June 9, 2025</b>	
Outstanding indebtedness	\$355,667.86
Applicable interest rate	5.40%

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

**BANKRUPTCY AND INSOLVENCY ACT**

**FORM 86**

**Notice of Intention to Enforce Security**

(Rule 124)

**TO: Mats Moy and Tymeca Chanelle Moy, insolvent persons**

Take notice that:

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

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

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

See Schedule "A".

3. The total amount of indebtedness secured by the security as of June 9, 2025 is:

See Schedule "B".

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

DATED at Hamilton, Ontario, this 12<sup>th</sup> day of June 2025

**CAISSE DESJARDINS ONTARIO CREDIT  
UNION INC.**

**BY ITS COUNSEL  
GOWLING WLG (CANADA) LLP**



Per: \_\_\_\_\_

BART SARSH

**ACKNOWLEDGMENT OF RECEIPT AND CONSENT**

The undersigned, for and on behalf of **Mats Moy and Tymeca Chanelle Moy**, acknowledge receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declare having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consent to

the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

**Mats Moy**

Per: \_\_\_\_\_

**Tymeca Chanelle Moy**

Per: \_\_\_\_\_

## **SCHEDULE "A"**

### **SECURITY DOCUMENTS**

#### Loan Number 0725657

- a) Charge/Mortgage of land in the amount of \$420,000.00 registered against the property located at 328 Melvin Avenue, Sudbury ON P3C 1S8;
- b) Assignment of rents dated June 7, 2023 registered against the property municipally known as 328 Melvin Avenue, Sudbury ON P3C 1S8;
- c) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

**SCHEDULE “B”**

**AMOUNT OF INDEBTEDNESS OWING AS OF June 9, 2025\***

<b>Loan Number 0725657</b>	
<b>June 9, 2025</b>	
Outstanding indebtedness	\$355,667.86
Applicable interest rate	5.40%

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



Manage your delivery your way - get real-time notifications and personalize how your packages arrive with **Purolator Your Way.**

Create a Profile

Shipment: 609133303329



Delivery Date

Mon. June 23, 2025 10:21 a.m.


Last updated: Mon. June 23, 2025

Shipment Details

Origin	MISSISSAUGA, ON, CA
Destination	HAMILTON, ON, CA
References	335503278970
Service	Purolator Express
Est. Weight	1 lb
Shipment Date	Fri. June 20, 2025

History

Date	City	Description
Mon. June 23, 2025 - 10:21 a.m.	HAMILTON, ON	Shipment delivered
Mon. June 23, 2025 - 8:02 a.m.	HAMILTON, ON	On vehicle for delivery
Mon. June 23, 2025 - 6:23 a.m.	MOUNT HOPE, ON	Arrived at sort facility
Mon. June 23, 2025 - 4:23 a.m.	MOUNT HOPE, ON	Arrived at sort facility
Mon. June 23, 2025 - 4:22 a.m.	MOUNT HOPE, ON	Arrived at sort facility
Sat. June 21, 2025 - 1:25 a.m.	PUROLATOR	Label information electronically submitted
Fri. June 20, 2025 - 9:05 p.m.	ETOBICOKE, ON	Departed sort facility
Fri. June 20, 2025 - 9:05 p.m.	ETOBICOKE, ON	Departed sort facility

Date	City	Description
 Fri. June 20, 2025 - 11:04 p.m.	ETOBICOKE, ON	Arrived at sort facility
Fri. June 20, 2025 - 12:10 p.m.	MISSISSAUGA, ON	Picked up by Purolator
Fri. June 20, 2025 - 12:05 p.m.	PUROLATOR	Shipper created a label
Fri. June 20, 2025 - 11:56 a.m.	MISSISSAUGA, ON	New tracking number assigned <u>335503278970</u>





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Shipment: 609133303345



Delivery Date

Mon. June 23, 2025 10:21 a.m.


Last updated: Mon. June 23, 2025

Shipment Details

Origin	MISSISSAUGA, ON, CA
Destination	HAMILTON, ON, CA
References	335503268518
Service	Purolator Express
Est. Weight	1 lb
Shipment Date	Fri. June 20, 2025

History

Date	City	Description
Mon. June 23, 2025 - 10:21 a.m.	HAMILTON, ON	Shipment delivered
Mon. June 23, 2025 - 8:02 a.m.	HAMILTON, ON	On vehicle for delivery
Mon. June 23, 2025 - 4:03 a.m.	MOUNT HOPE, ON	Arrived at sort facility
Mon. June 23, 2025 - 1:18 a.m.	MOUNT HOPE, ON	Arrived at sort facility
Sat. June 21, 2025 - 1:25 a.m.	PUROLATOR	Label information electronically submitted
Fri. June 20, 2025 - 9:05 p.m.	ETOBICOKE, ON	Departed sort facility
Fri. June 20, 2025 - 9:05 p.m.	ETOBICOKE, ON	Departed sort facility
Fri. June 20, 2025 - 9:04 p.m.	ETOBICOKE, ON	Arrived at sort facility

Date	City	Description
 Fri. June 20, 2025 - 12:10 p.m.	MISSISSAUGA, ON	Picked up by Purolator
Fri. June 20, 2025 - 12:05 p.m.	PUROLATOR	Shipper created a label
Fri. June 20, 2025 - 11:59 a.m.	MISSISSAUGA, ON	New tracking number assigned <u>335503268518</u>

This is **Exhibit “9”** referred to in the Affidavit of Yoan Bouchard affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

57C0BEA85C4C48C...

Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**

## Rapport de Visite Occupation avec avis à remettre

### Informations générales

Type d'immeuble :	Multiplex 4 logements
État général :	Moyen
Électricité fonctionnelle :	N'a pas pu être validé
Immeuble occupé :	Semble inoccupé. Avis collé à la porte
Autres commentaires :	<p>Pas d'animaux sur place</p> <p>Aucun problème environnemental identifié</p> <p>Problème à signaler: We attended the property on the 29th of July to conduct an occupancy check. Property is a 4plex in fair condition. No one on site during our visit. Grass is very long. Property doesn't seem occupied. We recommend a second visit if no calls within 48h to verify if the letter is still posted on the door. This way we will know if property is vacant or not. Please advise if you would like us to re-attend.</p>

***\*\*Voir photos à la page suivante\*\****

## Occupancy Check Report for 328 Melvin Ave, Sudbury, ON P3C 4X3

**File/Loan Number:** 725657-1

[\[1\]](#)**Date of Visit:** 2025-07-29 [\[2\]](#)

### General Information

- **Type of Building:** 4-unit multiplex [\[3\]](#)
- **General Condition:** Fair [\[4\]](#)
- **Electricity Functional:** Could not be verified
- **Building Occupied:** Appears unoccupied. [\[5\]](#) Notice posted on the door [\[6\]](#)
- **Other Comments:** No animals on site. No environmental issues identified.

### Issue to Report:

We attended the property on July 29th to conduct an occupancy check. [\[7\]](#) The property is a 4-plex in fair condition. [\[8\]](#) No one was on site during our visit. [\[9\]](#) The grass is very long. [\[10\]](#) The property does not seem occupied. [\[5\]](#) We recommend a second visit if no calls are received within 48 hours to verify if the notice is still posted on the door. [\[11\]](#) This way, we will know if the property is vacant or not. [\[12\]](#) Please advise if you would like us to re-attend. [\[13\]](#)

**See photos on the following page**

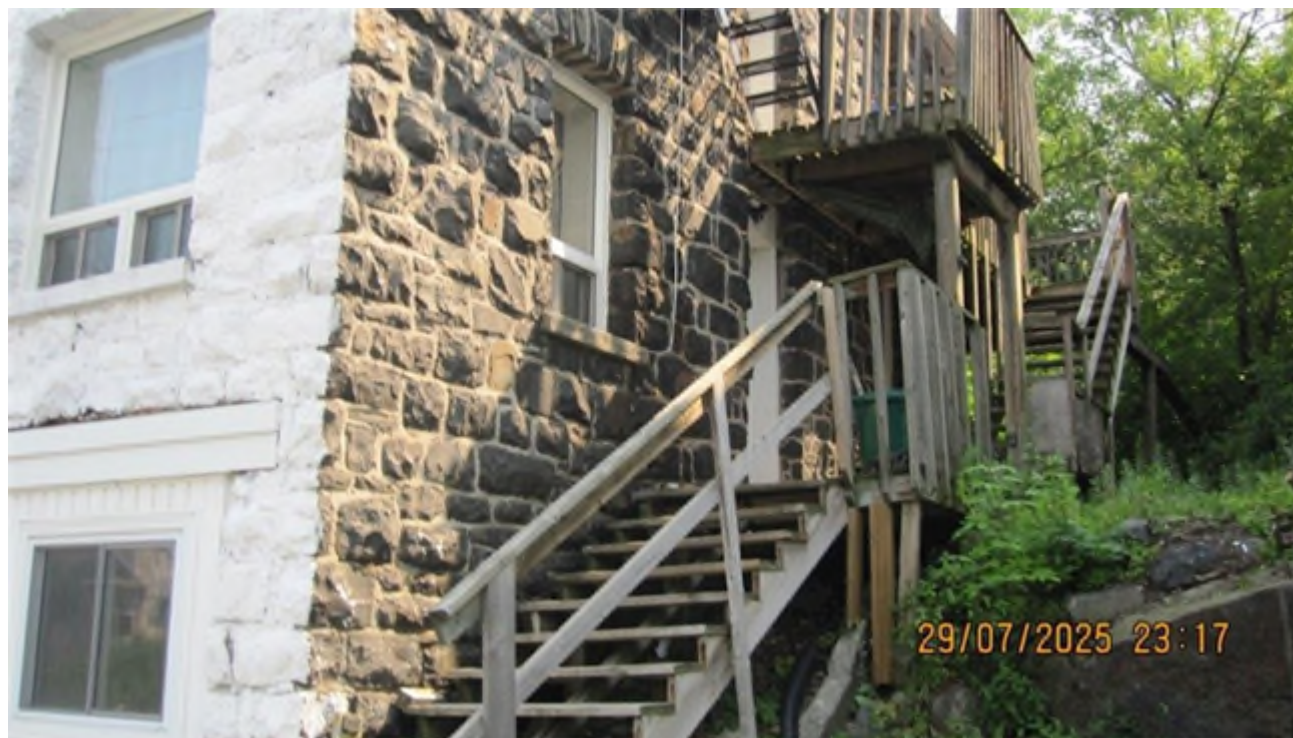












This is **Exhibit “10”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in black ink that reads "Terrance Li". The signature is written in a cursive style. To the left of the signature is a blue bracket-like shape, and below it is a small blue alphanumeric string "57C0BEA85C4C48C...".

57C0BEA85C4C48C...

Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**

## Rapport de Visite Occupation avec avis à remettre

### Informations générales

Type d'immeuble :	Multiplex 4 logements
État général :	Moyen
Électricité fonctionnelle :	Électricité en fonction
Immeuble occupé :	<p>Avis remis à l'occupant: Nous avons pris contact et l'unité no 2 est occupée. Les unités no 1, 3 et 4 sont vacantes.</p> <p>-Nous sommes retournés à la propriété le 25 août afin de tenter de rencontrer le locataire et d'obtenir son accord pour une visite d'évaluation, mais celui-ci était absent lors de notre passage. Nous avons laissé un avis de rappel</p>
Autres commentaires :	<p>Pas d'animaux sur place</p> <p>Impossible de valider s'il y a présence de risque environnemental</p> <p>Rien d'autre à signaler</p>

***\*\*Voir photos à la page suivante\*\****

## **Inspection Report – Occupancy with Notice to be Delivered**

**Address:** 328 Melvin Ave, Sudbury, ON P3C 4X3

[\[1\]](#) **File/Loan Number:** 725657-1

[\[2\]](#) **Date of Visit:** 2025-08-21 [\[3\]](#)

### **General Information**

- **Type of Building:** 4-unit multiplex [\[4\]](#)
- **General Condition:** Average [\[5\]](#)
- **Electricity Functional:** Electricity is on [\[6\]](#)
- **Building Occupied:** Notice delivered to occupant: We made contact and unit no. [\[7\]](#) 2 is occupied. Units no. [\[8\]](#) 1, 3, and 4 are vacant. [\[9\]](#)
- We returned to the property on August 25 to try to meet the tenant and obtain their agreement for an evaluation visit, but the tenant was absent at the time of our visit. [\[10\]](#)
- We left a reminder notice. [\[11\]](#)

### **Other Comments:**

- No animals on site
- Unable to confirm if there is any environmental risk
- Nothing else to report

**See photos on the following page**















This is **Exhibit “11”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in blue ink that reads "Terrance Li". The signature is written in a cursive style. To the left of the signature is a blue bracket-like shape, and below it is a small alphanumeric string "57C0BEA85C4C48C...".

57C0BEA85C4C48C...

Commissioner for Taking Affidavits  
**Terrance Li (Yuan Li), LSO #93212Q**

Properties

PIN

02133 - 0210 LT

Description

PCL 2527 SEC SES LOT 55, PLAN M53 CITY OF SUDBURY

Address

328 MELVIN AVENUE  
SUDBURY

Applicant(s)

This Order/By-law affects the selected PINs.

Name

CITY OF GREATER SUDBURY

Address for Service

200 Brady Street  
PO Box 5000, Station A  
Sudbury, ON P3A 5P3  
Attention: Legal Services

This document is being authorized by a municipal corporation City of Greater Sudbury, by its Assistant City Solicitor, Carolyn A Dawe.

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

Statements

This application is based on a government/authority order See Schedules. The order is still in full force and effect.

Schedule: The order affects land or an interest in land as it relates to an unsafe building contrary to the Building Code Act. Registration authorized under s 15.9(5.2)(b) of the Building Code Act

Signed By

Carolyn Alice Dawe

PO Box 5000, 200 Brady St.  
Sudbury  
P3A 5P3

acting for  
Applicant(s)

Signed

2025 02 13

Tel

705-674-4455

Fax

705-673-1651

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

Submitted By

CITY OF GREATER SUDBURY

PO Box 5000, 200 Brady St.  
Sudbury  
P3A 5P3

2025 02 18

Tel

705-674-4455

Fax

705-673-1651

Fees/Taxes/Payment

Statutory Registration Fee

\$70.90

Total Paid

\$70.90

File Number

Applicant Client File Number :

328 MELVIN AVE / ORDER TE REMEDY

# Order to Remedy Unsafe Building

Pursuant to Subsection 5.15.9-(4) of the *Building Code Act, 1992*

Order Number: (optional) BP-BCO-2024-00061

Date Order Issued: Jul 15, 2024

Address to which Order applies:

Application Permit Number:

328 Melvin Avenue  
Sudbury P3C 4X3

Order issued to (name and address):

Mats Moy	Tymeca Moy
27 Cyclone Trail	27 Cyclone Trail
Brampton, On L7A 5E7	Brampton, On L7A 5E7

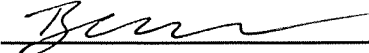
An unsafe condition, as defined in subsection 15.9-(2) of the Building Code Act, is found to exist at the above-noted location by reason of the following:

Description of Unsafe Condition	Location	Section Reference
Building, or part thereof (exterior stairs and landings), is in an unsafe condition that could be hazardous to the health or safety of persons in the normal use of the building.	Stairwell and landings to units 2, 3, and 4, along the South and East sides of the building	15.2 (a) A building is unsafe if the building is structurally inadequate or faulty for the purpose for which it is used 15.2 (b) A building is unsafe if the building is in a condition that could be hazardous to the health or safety of persons in the normal use of the building, persons outside the building or persons whose access to the building has not been reasonably Prevented. 2002, c. 9, s. 26

Required Remedial Steps
1. Add temporary shoring to the satisfaction of a Structural Engineer licensed in the Province of Ontario to make the staircase and landings safe. 2. Obtain building permit to replace staircase and landings 3. Fully replace staircase and landings.

You are hereby ordered to take the remedial steps set out above or render the building safe ON OR BEFORE Jul 29, 2024.

Order issued by:

Name	Tyson Zeman	BCIN	503752
Signature		Telephone no.	(705) 674-4455 ext. 4278

**Prohibiting occupancy of unsafe building** - If an order of an inspector under subsection 15.9-(4) is not complied within the time specified in it, or where not time is specified, within a reasonable time, the Chief Building Official may, by order , prohibit the use or occupancy of the building and may cause the building to be renovated, repaired or demolished to remove the unsafe condition. See ss. 15.9-(6) to (9).

**Municipal lien** - If the building is in a municipality, the municipality shall have a lien on the land for the amount spent on the renovation, repair or demolition under clause 15.9-(6)(b) and the amount shall be deemed to be municipal taxes and may be added by the Clerk of the municipality to the

The personal information on this form was collected pursuant to the Buling Code Act and forms part of a public record open to inspection by any person upon request at the office of the Clerk during normal office hours. See the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56.s. 14(1)(c).

collector's roll and collected in the same manner and with the same priorities as municipal taxes. See subsection 15.9-(10).

**PENALTIES ARE PROVIDED FOR VIOLATION OF THE BUILDING CODE ACT AND BUILDING CODE**

- It is illegal to obstruct the visibility of a posted Order. It is also illegal to remove a posted Order unless authorized by an inspector or Registered Code Agency. [*Building Code Act, 1992* s. 20]
- Failure to comply with this Order is an offence which could result in a fine. [*Building Code Act, 1992* s.36]

This is **Exhibit “12”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
57C0BEA85C4C48C...

\_\_\_\_\_  
Commissioner for Taking Affidavits  
Terrance Li (Yuan Li), LSO #93212Q

## STANDARD CHARGE TERMS

### Land Registration Reform Act

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

Filing date: March 21, 2019

Filing number: 201909

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

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## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. INTERPRETATION

- (a) Unless otherwise provided, whenever two or more Persons are liable under these Standard Charge Terms, such liability shall be both joint and several.
- (b) The Charge shall be exclusively governed and construed in accordance with the laws of Ontario and the applicable federal laws of Canada. The Member exclusively submits to the jurisdiction of the courts of Ontario with respect to the Charge.
- (c) A reference in the Charge to a statute includes the statute as it may be amended and any replacement or substitute statute and its regulations.
- (d) The paragraph headings herein are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.
- (e) Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

## 3. STATUTORY COVENANTS EXCLUDED

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

## 4. CREATION OF CHARGE

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

## 5. CHARGE VOID

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



## 6. INTEREST

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

## 7. COMPOUND ARREARS

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

## 8. ADVANCES OF PRINCIPAL

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

## 9. MUNICIPAL TAXES

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

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

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

## 10. CHARGE TERMS AND CONDITIONS

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

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

## 11. PROMISES OF THE MEMBER

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

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

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

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

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

### (b) AUTHORITY TO CHARGE LANDS

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

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

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

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

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

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

## **12. SALE OF THE LANDS**

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

## **13. SUBSEQUENT CHARGE**

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

## **14. PAYMENTS BY THE FINANCIAL INSTITUTION**

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

## **15. ONTARIO NEW HOME WARRANTIES PLAN ACT**

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

## **16. FIXTURES**

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

## **17. CONSTRUCTION LIEN ACT**

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

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

## **18. BUILDING MORTGAGE**

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

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

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

#### **19. ALTERATIONS**

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

#### **20. DEFAULT IN PRIOR CHARGES**

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

#### **21. WAIVER OF DEFAULT**

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

#### **22. PARTIAL RELEASES**

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

#### **23. EXTENSIONS**

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

#### **24. RENEWAL**

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

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

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

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

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

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

#### **25. JUDGMENTS**

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

#### **26. GUARANTOR(S)**

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

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



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

## 27. CONDOMINIUM

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

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

## RESIDENTIAL PROPERTIES

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

## 28. CONVERSION TO CLOSED FIXED RATE

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

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

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

## INCREASED SCHEDULED PAYMENTS AND PREPAYMENT

### ➤ OPEN FIXED RATE

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

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

### ➤ CLOSED FIXED RATE

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

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

## 30. PREPAYMENT

### 30.1 Partial Indebtedness prepayments

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

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

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

#### **Example of calculation: partial Indebtedness repayments**

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

### 30.2 Full Indebtedness prepayment

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

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

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

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

#### Example of calculation: Indebtedness prepayment in full

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

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

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

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

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

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

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

### 30.3 Proportional cash back repayment

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

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

#### Example of calculation: proportional cash back repayment

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

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

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

Example:

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

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

### 30.4 Application of sections 30.1 through 30.3 in any other situation

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

## ➤ YEARLY RATE RESETTER

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

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

## 30. PREPAYMENT

### 30.1 Partial Indebtedness prepayments

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

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

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

#### Example of calculation: partial Indebtedness prepayments

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

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

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

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

### 30.2 Full Indebtedness prepayment

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

For purposes of the above calculation, the amount that may be prepaid free of indemnity, according to section 30.1 "Partial

Indebtedness prepayments" above, may not be subtracted from the amount of the prepayment.

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

#### Example of calculation: full Indebtedness prepayment

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

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

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

### 30.3 Proportional cash back repayment

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

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

#### Example of calculation: proportional cash back repayment

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

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

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

Example:

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

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

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

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

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

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

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

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

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

Example:

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

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



### 30.5 Application of sections 30.1 through 30.4 in any other situation

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

#### ➤ REGULAR VARIABLE RATE

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

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

#### ➤ REDUCED VARIABLE RATE

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

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

### 30. PREPAYMENT

#### 30.1 Partial Indebtedness prepayments

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

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

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

##### Example of calculation: partial Indebtedness prepayments

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

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

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

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

#### 30.2 Full Indebtedness prepayment

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

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

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

##### Example of calculation: full Indebtedness prepayment

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

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

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

#### 30.3 Proportional cash back repayment

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

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

##### Example of calculation: proportional cash back repayment

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

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

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

Example:

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

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

This amount owing is in addition to the prepayment indemnity.

#### 30.4 Application of sections 30.1 through 30.3 in any other situation

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

### ➤ PROTECTED VARIABLE RATE

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

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

### 30. PREPAYMENT

#### 30.1 Partial Indebtedness prepayments

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

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

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

##### Example of calculation: partial Indebtedness prepayments

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

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

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

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

#### 30.2 Full Indebtedness prepayment

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

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

#### 30.3 Proportional cash back repayment

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

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

##### Example of calculation: proportional cash back repayment

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

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

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

Example:

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

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

This amount owing is in addition to the prepayment indemnity.

#### 30.4 Application of sections 30.1 through 30.3 in any other situation

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

### 31. INTEREST CAPITALIZATION

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

#### (1) Interest Capitalization

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

#### (2) Capitalization Limit

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

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

### 32. PORTABILITY

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

### COMMERCIAL PROPERTIES

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

### 33. PREPAYMENT PRIVILEGES

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

#### (1) Fixed Rate Loan

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

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

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

#### (2) Variable Rate Loan

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

#### (3) Periodically Revisable Rate Loan

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

### 34. MULTIPROJECT OPTION

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

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

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

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

### 35. DISCHARGES

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

### 36. ASSIGNMENT OF RENTS

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

### 37. BANKRUPTCY OF MEMBER

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

### 38. RECEIVERSHIP OF MEMBER

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

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

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

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

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

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

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

### 39. ENVIRONMENT

#### (a) Definitions

The following definitions apply to this paragraph:

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

**Adverse Effect:** means one or more of the following:

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

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

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

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

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

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

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

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

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

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

**(b) Promises**

The Member promises the Financial Institution and warrants the following:

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

**(c) Indemnity**

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

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

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

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

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

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

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

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

#### 40. SPOUSE'S CONSENT

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

#### 41. NOTIFICATION OF CHANGES

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

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

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

#### 42. CORPORATIONS

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

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

#### 43. BUSINESS ADMINISTRATION

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

#### 44. ADVERSE CHANGE

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

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

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

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

#### 45. FINANCIAL STATEMENTS AND INFORMATION

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

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



#### 46. PAYMENT AUTHORIZATION AND FAILED WITHDRAWAL ATTEMPTS

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

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

#### 47. LEASED LANDS

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

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

#### 48. CONFLICT

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

#### 49. CONSENTS AND DISCLOSURE

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

- (i) any other Information Access Persons; and
- (ii) any governmental authority having jurisdiction over it or any of its activities,
- and the Member and each Debtor and each Guarantor (if any) hereby irrevocably consents to the collection, use, storage, release, disclosure, exchange, sharing, transfer, and assignment of all such information and materials (including Confidential Personal Information) in accordance with Privacy Laws.
- (f) The Member, any Debtor and any Guarantor consents to Information Access Persons obtaining information about the Member, any Debtor and any Guarantor from credit reporting agencies and other lenders to evaluate the Member, any Debtor and any Guarantor and the Charge.

#### 50. NATIONAL HOUSING ACT

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

#### 51. COMPLIANCE WITH LAWS

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

#### 52. NOTICE

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

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

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

#### 53. SEVERABILITY OF INVALID PROVISIONS

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

#### 54. EQUIVALENT INTEREST RATES

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

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

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



This is **Exhibit “13”** referred to in the Affidavit of Yoan Bouchard, affirmed before me at the City of Hamilton, in the Province of Ontario, on 10/8/2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
57C0BEA85C4C48C...

Commissioner for Taking Affidavits  
Terrance Li (Yuan Li), LSO #93212Q

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

MATS MOY and TYMECA CHANELLE MOY

Respondents

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

**CONSENT TO ACT**

Msi Spergel Inc. consents to act as the court-appointed receiver and manager over all of the assets, undertakings and properties of Mats Moy and Tymeca Chanelle Moy in accordance with the Appointment Order sought and included in the Application Record.

Dated at HAMILTON, Ontario this 2ND day of OCTOBER 2025.

**Msi Spergel Inc.**

Per: 

Name: Trevor Pringle, CFE, CIRP, LIT

Title: Partner

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
Applicant

-and-

MATS MOY and TYMECA CHANELLE MOY  
Respondents

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

**CONSENT TO ACT**

**GOWLING WLG (CANADA) LLP**

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

Tel: 905-540-8208

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242

[Bart.Sarsh@gowlingwlg.com](mailto:Bart.Sarsh@gowlingwlg.com)

Lawyers for the Applicant

**File Number: G10057435**

CAISSE DESJARDINS ONTARIO CREDIT UNION INC

- and -

MATS MOY and TYMECA CHANELLE MOY

Applicant	Respondents
	<div data-bbox="1356 315 1841 391"><p><b>ONTARIO SUPERIOR COURT OF JUSTICE</b></p></div> <div data-bbox="1356 444 1841 516"><p>PROCEEDING COMMENCED AT BRAMPTON</p></div> <div data-bbox="1339 597 1856 673"><p><b>AFFIDAVIT OF YOAN BOUCHARD (Affirmed October 8, 2025)</b></p></div> <div data-bbox="1207 753 1684 899"><p><b>GOWLING WLG (CANADA) LLP</b> Barristers &amp; Solicitors One Main Street West Hamilton, ON L8P 4Z5</p></div> <div data-bbox="1207 935 1503 972"><p>Tel: 905-528-8208</p></div> <div data-bbox="1207 1008 1646 1122"><p><b>Bart Sarsh (LSO No. 59208N)</b> Tel: 905-540-3242 <a href="mailto:Bart.Sarsh@gowlingwlg.com">Bart.Sarsh@gowlingwlg.com</a></p></div> <div data-bbox="1207 1157 1568 1195"><p>Lawyers for the Applicant</p></div> <div data-bbox="1207 1265 1518 1297"><p><b>File Number: G10057435</b></p></div>

# TAB C

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) THURSDAY, THE 11<sup>TH</sup>  
JUSTICE )  
DAY OF DECEMBER, 2025

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

MATS MOY and TYMECA CHANELLE MOY

Respondents

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

**APPOINTMENT ORDER**

**THIS APPLICATION** made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "**Caisse**"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel Inc. ("**Spergel**") as receiver and manager (in such capacities, the "**Receiver**") without security, over all of the assets, undertakings and property of Mats Moy and Tymeca Chanelle Moy (the "**Debtors**") acquired for or used in relation to all of the Debtors' right, title and interest in and to the property more particularly described at **Schedule "A"** including all proceeds thereof (the "**Property**"), was heard this day by videoconference at 7755 Hurontario Street, Brampton, Ontario.

**ON READING** the Affidavit of Yoan Bouchard affirmed October 8, 2025 and the exhibits to it, and on hearing the submissions of counsel for the Applicant and the other parties listed on the Participant Information Sheet, with no one else appearing for the parties listed on the Service List although duly served as appears from the Affidavits of Service, filed, and on reading the Consent of Spergel to act as the Receiver, filed,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is abridged and validated so that this application is properly returnable today and dispenses with further service thereof.

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is appointed Receiver, without security, over the Property as set out in Schedule "A" but nothing in this Order shall be construed in any way as obligating the Receiver to take possession of the Property until such time as the Receiver considers it appropriate to take possession.

## **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors and collect on all accounts at deposit-taking institutions such as the accounts in the name of the Debtors at any financial institution;



- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$75,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required,

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to make an assignment in bankruptcy on behalf of the Debtors, to consent on behalf of the Debtors to the making of a bankruptcy order against the

Debtors, and for Spergel to act as the licensed insolvency trustee of the Debtors;

- (q) to enter into agreements with any licensed insolvency trustee appointed in respect of the Debtors (if not Spergel), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;
- (r) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms,

corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the 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** any and all financial institutions, banks, and their affiliates, shall produce to the Receiver any and all Records, banking documents related to the Debtors, any transaction supporting document and any of the Debtors' records in its possession or control, having regard to the limitations of the financial institutions' retention and storage policies and practices, notwithstanding that any disclosure may include "personal property" about third parties as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

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 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 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 Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any

registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the 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 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 AND CASL**

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for



the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally

contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER’S ACCOUNTS**

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and

charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such

period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

#### **SERVICE AND NOTICE**

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the

service of documents made in accordance with the Protocol (which can be found on the Commercial List website at [https://www.ontariocourts.ca/scj/practice\\_directions/consolidated-practice-direction-toronto-region/#F\\_Commercial\\_List\\_Matters](https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-toronto-region/#F_Commercial_List_Matters) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.spergelcorporate.ca/engagements>

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the 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**

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder on five (5) business days notice.

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

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any

other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

Date of issuance \_\_\_\_\_

*(to be completed by registrar)*

\_\_\_\_\_  
*(Signature of judge, officer or registrar)*

## **SCHEDULE “A”**

Legal description of the Property:

1. PCL 2527 SEC SES LOT 55, PLAN M53; SUDBURY, being PIN 02133-0210 (LT) and municipally known as 328 Melvin Avenue, Sudbury, Ontario, P3C 4X3



**SCHEDULE "B"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that msi Spergel Inc., the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Mats Moy and Tymeca Chanelle Moy (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors regarding the Property, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 11<sup>th</sup> day of December, 2025 (the "**Order**") made in an application having Court File Number CV-25-00005748-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] / [monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority

of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Sudbury, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

**MSI SPERGEL INC.** solely in its capacity as  
Receiver of the Property, and not in its personal  
capacity

Per: \_\_\_\_\_

Name: Trevor Pringle, CFE, CIRP, LIT  
Title: Partner

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

MATS MOY and TYMECA CHANELLE MOY

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
BRAMPTON

**APPOINTMENT ORDER**

**GOWLING WLG (CANADA) LLP**

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

Tel: 905-540-8208

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242

[Bart.Sarsh@gowlingwlg.com](mailto:Bart.Sarsh@gowlingwlg.com)

Lawyers for the Applicant

**File Number: G10057435**

# TAB D

Revised: January 21, 2014

~~s. 243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. CV-25-00005748-0000

ONTARIO

Court File No.                     

~~ONTARIO~~

~~SUPERIOR COURT OF JUSTICE~~

~~COMMERCIAL LIST~~

SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)

THURSDAY, THE 11<sup>TH</sup>

)

~~THE HONOURABLE~~                     

)

~~WEEKDAY, THE #~~

~~JUSTICE~~                     

)

~~DAY OF MONTH, 20YR~~

JUSTICE

)

DAY OF DECEMBER, 2025

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

~~PLAINTIFF~~

~~Plaintiff~~

~~-and-~~

MATS MOY and TYMECA CHANELLE MOY

~~DEFENDANT~~ Respondents

~~Defendant~~

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

APPOINTMENT ORDER

~~(appointing Receiver)~~

~~THIS MOTION made by the Plaintiff~~ APPLICATION made by the Applicant, Caisse

Desjardins Ontario Credit Union Inc. (the "Caisse"). for an Order pursuant to section

243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~ msi Spergel Inc. ("**Spergel**") as receiver ~~and~~ manager~~†~~ (in such capacities, the "**Receiver**") without security, ~~of~~over all of the assets, undertakings and ~~properties of [DEBTOR'S NAME] (the "Debtor") acquired for,~~property of Mats Moy and Tymeca Channele Moy (the "**Debtors**") acquired for or used in relation to ~~a business carried on by the Debtor~~all of the Debtors' right, title and interest in and to the property more particularly described at Schedule "A" including all proceeds thereof (the "**Property**"), was heard this day ~~at 330 University Avenue, Toronto~~by videoconference at 7755 Hurontario Street, Brampton, Ontario.

**ON READING** the ~~affidavit of [NAME] sworn [DATE] and the Exhibits thereto~~ Affidavit of Yoan Bouchard affirmed October 8, 2025 and the exhibits to it, and on hearing the submissions of counsel for ~~[NAMES], no one~~ the Applicant and the other parties listed on the Participant Information Sheet, with no one else appearing for ~~[NAME]~~ the parties listed on the Service List although duly served as appears from the ~~affidavit of service of [NAME] sworn [DATE]~~ Affidavits of Service, filed, and on reading the ~~consent of [RECEIVER'S NAME]~~ Consent of Spergel to act as the Receiver, filed,

### **SERVICE**

~~1-1.~~ **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion and the Motion is hereby~~ Application and the Application Record is abridged and validated so that this ~~motion~~ application is properly returnable today and ~~hereby~~ dispenses with further service thereof.

### **APPOINTMENT**

~~2-2.~~ **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME] is hereby~~ Spergel is appointed Receiver, without security, ~~of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").~~ over the Property as set out in Schedule "A" but nothing in this Order shall be construed in any way as obligating the Receiver to take possession of the Property until such time as the Receiver considers it appropriate to take possession.

### ~~RECEIVER'S~~ **RECEIVER'S POWERS**

~~3-3.~~ **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)~~ (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;



- ~~(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;~~
- ~~(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;~~
- ~~(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;~~
- ~~(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;~~
- ~~(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;~~

- ~~(g)~~ (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~ Debtors;
- ~~(h)~~ (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the ~~Receiver's~~ Receiver's name or in the name and on behalf of the ~~Debtor~~ Debtors, for any purpose pursuant to this Order;
- ~~(i)~~ (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. The authority ~~hereby~~ conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- ~~(j)~~ (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- ~~(k)~~ (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 \$~~\_\_\_\_\_~~25,000.00, provided that the aggregate consideration for

all such transactions does not exceed \$~~\_\_\_\_\_~~75,000.00; and

~~(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;~~

~~and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.~~

~~(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

~~(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;~~

~~(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;~~

~~(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;~~

~~(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;~~

~~(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor 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, and without interference from any other Person.~~

#### **~~DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER~~**

~~4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.~~

~~5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.~~

~~6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.~~

~~7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors,~~ such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

~~8.~~9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY**

~~9.~~10. **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**



~~10-~~11. **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 is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any ~~registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.~~

## **~~NO INTERFERENCE WITH THE RECEIVER~~**

~~11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.~~

## **~~CONTINUATION OF SERVICES~~**

~~12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.~~

#### RECEIVER TO HOLD FUNDS

~~13-~~14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the ~~"~~"Post Receivership Accounts"~~"~~) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### EMPLOYEES

~~14-~~15. **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### PIPEDA AND CASL

~~15-~~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~~ 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~~ 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.

17. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

~~16-18.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally

contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the **“Environmental Legislation”**), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the ~~Receiver's~~**Receiver's** duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

~~17-~~**19.** **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **~~RECEIVER'S~~**RECEIVER'S** ACCOUNTS**

~~18-~~**20.** **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and

charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are ~~hereby~~ granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the ~~Receiver's~~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.

~~19.~~21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are ~~hereby~~ referred to a judge ~~of the Commercial List~~ of the Ontario Superior Court of Justice.

~~20.~~22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

~~21.~~23. **THIS COURT ORDERS** that the Receiver be at liberty and it is ~~hereby~~ empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ 200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such

period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "~~Receiver's~~ 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.

~~22.~~ 24. **THIS COURT ORDERS** that neither the ~~Receiver's~~ Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

~~24.~~ 26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued ~~Receiver's~~ Receiver's Certificates.

#### **SERVICE AND NOTICE**

~~25.~~ 27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the

service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~http~~

[https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-](https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/)

~~protocol/~~[practice\\_directions/consolidated-practice-direction-toronto-](https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/)

[region/#F\\_Commercial\\_List\\_Matters](https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule

17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04

of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure*

and paragraph 21 of the Protocol, service of documents in accordance with the Protocol

will be effective on transmission. This Court further orders that a Case Website shall be

established in accordance with the Protocol with the following URL ~~@~~

<https://www.spergelcorporate.ca/engagements>

~~26-28.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute

this Order, any other materials and orders in these proceedings, any notices or other

correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier,

personal delivery or facsimile transmission to the ~~Debtor's~~[Debtors'](#) 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



~~27.~~29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder on five (5) business days notice.

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

~~29.~~ 31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

~~30.~~ 32. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~31.~~ 33. **THIS COURT ORDERS** that the ~~Plaintiff~~ Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's~~ Applicant's security or, if not so provided by the ~~Plaintiff's~~ Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~ Debtors' estate with such priority and at such time as this Court may determine.

~~32.~~ 34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any

other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

Date of issuance

(to be completed by registrar)

(Signature of judge, officer or registrar)

## **SCHEDULE "A"**

### **Legal description of the Property:**

- 1. PCL 2527 SEC SES LOT 55, PLAN M53; SUDBURY, being PIN 02133-0210 (LT) and municipally known as 328 Melvin Avenue, Sudbury, Ontario, P3C 4X3**

**SCHEDULE ~~"A"~~ "B"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

~~1-1~~ **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ msi Spergel Inc., the receiver and  
manager (the "

Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Mats Moy  
and Tymeca Chanelle Moy (the "Debtors") acquired for, or used in relation to a business  
carried on by the ~~Debtor~~ Debtors regarding the Property, including all proceeds thereof  
(collectively, the **"Property"**) appointed by Order of the Ontario Superior Court of Justice  
(~~Commercial List~~) (the "Court") dated the 11<sup>th</sup> day of December, ~~20~~ 2025 (the  
"Order") made in an ~~action~~ application having Court ~~file number~~ CL ~~File Number~~  
CV-25-00005748-0000, has received as such Receiver from the holder of

this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_ , being part  
of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to  
borrow under and pursuant to the Order.

~~2-2~~ 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.

~~3-3~~ Such principal sum with interest thereon is, by the terms of the Order, together with

the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority

of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

~~4.~~4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ~~Toronto~~Sudbury, Ontario.

~~5.~~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.~~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.~~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~~20.

MSI SPERGEL INC. solely in its capacity as  
Receiver of the Property, and not in its personal  
capacity

Per:

\_\_\_\_\_  
Name: Trevor Pringle, CFE, CIRP,  
LIT Title: Partner

- and - MATS MOY and TYMECA CHANELLE MOY

Applicant

## Respondents

ONTARIO  
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT  
BRAMPTON

## APPOINTMENT ORDER

**GOWLING WLG (CANADA) LLP**

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

Tel:    905-540-8208

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242  
Bart.Sarsh@gowlingwlg.com

### Lawyers for the Applicant

**File Number: G10057435**

~~[RECEIVER'S NAME], solely in its capacity as Received of the Property, and not in its personal capacity~~



Per: \_\_\_\_\_

Name:

Title:

<b>Summary report:</b> <b>Litera Compare for Word 11.9.0.82 Document comparison done on 2025-10-17 10:11:03 AM</b>	
<b>Style name:</b> Firm Standard	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> \\gowfil11\HAM-PersonalDrives\mirzasa\Desktop\Bankruptcy Model Order\Model Order Appointing Receiver (ON).docx	
<b>Modified filename:</b> C:\Users\mirzasa\Downloads\Draft Appointment Order (word) - Applicant -Caisse Desjardins -11-DEC-2025.pdf	
<b>Changes:</b>	
<u>Add</u>	236
<del>Delete</del>	205
<del>Move From</del>	2
<u>Move To</u>	2
<u>Table Insert</u>	0
<del>Table Delete</del>	5
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	450

CAISSE DESJARDINS ONTARIO CREDIT UNION

Applicant

- and - MATS MOY and TYMECA CHANELLE MOY

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
BRAMPTON

**APPLICATION RECORD**  
(Appointment of Receiver)

**GOWLING WLG (CANADA) LLP**

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

Tel: 905-540-8208

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242

[Bart.Sarsh@gowlingwlg.com](mailto:Bart.Sarsh@gowlingwlg.com)

Lawyers for the Applicant

**File Number: G10057435**