

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

B E T W E E N:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BRAD DUBY PROFESSIONAL CORPORATION**

Respondent

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

**APPLICATION RECORD**

**(Returnable February 25, 2021)**

**February 24, 2021**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

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*Lawyers for The Toronto-Dominion  
Bank*

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**TAB 1**



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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BETWEEN:

**THE TORONTO-DOMINION BANK**



Applicant

- and -

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R.S.O. 1990, c. C.43, AS AMENDED***

*(Court seal)*

NOTICE OF APPLICATION

TO THE RESPONDENT

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

before a judge presiding over the Commercial List on February 25, 2021 at 2:00 p.m. or as soon after that time as the matter can be heard, by judicial videoconference due to the COVID-19 emergency via Zoom at the following link: <https://zoom.us/j/92553485582?pwd=bmJwazE1ZitjK2E0eXpsUG5BOTd2QT09>

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

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

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

Date February 24, 2021

Issued by .....

Local registrar

Address of  
court office

330 University Avenue, 9th floor  
Toronto, Ontario  
M5G 1R7

**TO: THE ATTACHED SERVICE LIST**

## APPLICATION

**THE APPLICANT, THE TORONTO-DOMINION BANK (THE “SECURED PARTY”),  
MAKES APPLICATION FOR AN ORDER,** amongst other things:

- a) abridging the time for service and filing of this notice of application and the application record and dispensing with and/or validating service of same;
- b) appointing MNP Ltd. (“**MNP**”) as receiver, without security, of all the assets, undertakings and property of Brad Duby Professional Corporation (the “**Borrower**”) acquired for, or used in relation to the business carried on by the Borrower, including all proceeds thereof (collectively, the “**Property**”); and
- c) such further and other relief as is just.

### **THE GROUNDS FOR THE APPLICATION ARE:**

- a) The Borrower is a privately-owned Ontario corporation with a registered head office in Toronto, Ontario.
- b) The principal and owner-operator of the Borrower, Mr. Brad Duby (“**Mr. Duby**”) passed away unexpectedly on January 28, 2021;
- c) Prior to his passing, Mr. Duby carried on a personal injury law practice;
- d) The Borrower is registered to carry on as a law firm with Law Society of Ontario;
- e) As a result of Mr. Duby’s death, the Borrower ceased operations, and the Borrower’s assets, including existing client files, have been left unattended;
- f) The Secured Party is the principal operating lender to the Borrower;
- g) The Borrower is indebted to the Secured Party pursuant to and under the terms of a letter credit agreement dated April 27, 2020, as amended by an amending letter dated June 11, 2020 (as further amended, replaced, restated or supplemented from time to time, the “**Credit Agreement**”);
- h) As security for its obligations to the Secured Party under the Credit Agreement, the Borrower provided security in favour of the Secured Party, including, without limitation, a

general security agreement, registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario);

- i) The Borrower's obligations to the Secured Party were guaranteed by Mr. Duby in his personal capacity pursuant to and under the terms of an unlimited guarantee dated April 29, 2020;
- j) As set out in the affidavit of Michelle Benoy to be sworn and filed in support this application (the "**Benoy Affidavit**"), one or more defaults have occurred and are continuing under the Credit Agreement, including the cessation of operations of the Borrower's business, none of which have been waived by the Secured Party;
- k) On February 9, 2021, the Secured Party issued formal written demand for repayment of its loan facilities to the Borrower, together with a notice of intention to enforce security pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act* (the "**BIA**") and, at that time, the indebtedness owing to the Secured Party by the Borrower was \$607,580.84;
- l) On or about February 9, 2021, the Secured Party engaged MNP as financial consultant to investigate the Secured Party's collateral, and reach out to stakeholders on behalf of the Secured Party;
- m) MNP, and the Secured Party's legal counsel, Aird & Berlis LLP, have been discussions with the Law Society of Ontario to coordinate efforts to secure the assets and client files to facilitate an orderly transition of client files, and realization of the remaining assets;
- n) Counsel for Mr. Duby's estate has indicated that they do not wish to participate or be involved in the Borrower's affairs, and have encouraged the Secured Party and the Law Society of Ontario to immediately to obtain the necessary Court orders to secure oversight of the Borrower's business and assets;
- o) The Law Society of Ontario has also indicated that it will work with MNP, should the Court grant the requested relief to appoint it as receiver, to secure the assets and implement orderly wind up of the Borrower's business, including transferring the client files to other practitioners or firms;

- p) The Law Society of Ontario has also advised that it intends to bring its own application to appoint itself as Trustee of the Borrower's practice and client files, and it is hopeful such application will be heard concurrently with this application;
- q) The Secured Party also understands that Bridgepoint Financial Services Limited Partnership, another secured creditor of the Borrower has indicated it supports the relief being sought by the Secured Party;
- r) The Borrower is in breach of the obligations under the Credit Agreement, including significant monetary defaults and has ceased operating;
- s) There is currently no one supervising the Borrower's business and assets, including oversight on client files;
- t) The Borrower is insolvent and unable to fulfill its obligations to the Secured Party and other stakeholders;
- u) The ten (10) notice period under the BIA has expired;
- v) There is urgency given the Secured Party's need to secure its collateral and initiate realization efforts immediately, as well as assist the Law Society of Ontario with securing the client files and property;
- w) A court-appointed receiver is necessary for the protection of the Property, the interests of the Secured Party and other stakeholders;
- x) In the circumstances, it is just and equitable that a receiver be appointed on short notice;
- y) MNP is a licensed insolvency trustee and is familiar with respect to the Borrower;
- z) The other grounds set out in the Benoy Affidavit;
- aa) Subsection 243(1) of the BIA;
- bb) Rules 1.04, 2.01, 2.03, 3.02, 16 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- cc) Such further grounds as are required and this Court may permit.

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

- a) the Benoy Affidavit;
- b) the consent of MNP to act as the Receiver; and
- c) such other material as is required and this Court may permit.

February 24, 2021

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*Lawyers for The Toronto-Dominion Bank*

RCP-E 14E (September 1, 2020)

**THE TORONTO-DOMINION BANK**

- and -

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Applicant

Respondent

CV-21-00657656-00CL  
Court File No. \_\_\_\_\_

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

**Proceedings commenced at Toronto**

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**NOTICE OF APPLICATION**

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*Lawyers for The Toronto-Dominion Bank.*



# TAB 2

**ONTARIO  
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**AFFIDAVIT OF MICHELLE BENOY  
(sworn February 24, 2021)**

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

1. I am a manager in the financial restructuring group of The Toronto-Dominion Bank (the "**Bank**"). The Bank is a secured creditor of Brad Duby Professional Corporation (the "**Borrower**"), the respondent herein, and I am one of the persons at the Bank responsible for management of the Debtors' accounts and credit facilities. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. For the reasons set out below, this application is being brought on an urgent basis in an effort to immediately secure the Bank's collateral for the benefit of the Bank and the Borrower's other creditors.

## **PURPOSE**

3. The Borrower entered into a loan arrangement with the Bank, as more particularly described below, pursuant to which the Bank extended certain loans and other accommodations in favour of the Borrower.

4. The obligations of the Borrower were secured and the Bank obtained a guarantee from Mr. Bradley Duby ("**Mr. Duby**"), the principal and sole director and officer of the Borrower.

5. The Bank understands that the Borrower was a law firm operated by Mr. Duby with a small staff made up of one associate, clerks and assistants.

6. The Bank has been recently informed that Mr. Duby unexpectedly passed away on January 28, 2021 and, as result, the Borrower immediately ceased operations.

7. The Borrower had been in default leading up to Mr. Duby's passing, and the account was being transferred to the Bank's financial restructuring group.

8. As explained in greater detail below, following Mr. Duby's passing, the Bank made formal written demand on the Borrower for repayment of amounts owing under the loan arrangement. The Bank now seeks the appointment of the Receiver, to permit the Receiver to secure and implement the orderly wind up of the Borrower's business, and deal with the Bank's secured collateral, as described below.

9. I am swearing this Affidavit in support of an application by the Bank for an order, amongst other things, appointing MNP Ltd. ("**MNP**") as receiver (in such capacity, the "**Receiver**"), without

security, of all the assets, undertakings and property of the Borrower acquired for, or used in relation to a business carried on by the Borrower, including all proceeds thereof (the “**Property**”).

### **DESCRIPTION OF THE DEBTORS AND THEIR BUSINESS**

10. The Borrower is privately-owned Ontario corporation based in Toronto, Ontario. The Borrower’s corporate profile report is attached and marked as **Exhibit “A”** to this Affidavit.

11. Prior to his passing, Mr. Duby carried on a personal injury law practice, and the Borrower is registered to carry on as a law firm with the Law Society of Ontario. The corporate profile report indicates that the Borrower’s registered business name was “Duby & Associates” (the “**Registered Business Name**”).

12. The corporate profile report also indicates that each of its registered and mailing offices are located at the address municipally known as 2 Clinton Place, Toronto, Ontario, M6G 1J9. The Borrower corporate profile report further indicates that Mr. Duby is the sole director and officer of each of the Borrower.

### **THE BANK’S LOANS TO THE BORROWER AND RELATED SECURITY**

13. The Borrower is indebted directly to the Bank in connection with certain credit facilities (the “**Credit Facilities**”) made available by the Bank to the Borrower pursuant to and under the terms of a letter credit agreement between the Bank and the Borrower dated April 27, 2020, as amended by an amending letter dated June 11, 2020 (as may be further amended, replaced, restated or supplemented from time to time, the “**Credit Agreement**”), a copy of which is attached and marked as **Exhibit “B”** to this Affidavit.

14. As security for its obligations to the Bank, including, without limitation, its obligations under the Credit Agreement, the Borrower provided certain security in favour of the Bank, including, without limitation, a general security agreement dated April 29, 2020 (the “**GSA**”), a copy of which

is attached and marked as **Exhibit “C”** to this Affidavit, and a registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”).

15. The Borrower’s obligations to the Bank were also guaranteed by Mr. Duby in his personal capacity pursuant to and under the terms of an unlimited guarantee dated April 29, 2020 (together with the GSA, the “**Security**”), a copy of which is attached and marked as **Exhibit “D”** to this Affidavit.

### **THE OTHER SECURED CREDITORS**

16. A copy of the certified PPSA search results for the Borrower and its Registered Business Name with currency to February 7, 2021, are attached and collectively marked as **Exhibit “E”** to this Affidavit. These search results show that, in addition to the Bank’s registration, each of Bridgepoint Financial Services LP1 (“**Bridgepoint**”), Easy Legal Finance Inc. (“**Easy Legal**”) and the Minister of Finance has made one or more registrations under the PPSA against the Borrower.

17. While the PPSA registrations in favour of Bridgepoint (the “**Bridgepoint Registration**”) and Easy Legal (the “**Easy Legal Registration**”) were made prior to the Bank’s registration, the aforementioned searches reflect that the other PPSA registrations were made after the Bank’s registrations.

18. With respect to the Bridgepoint Registration, the Bank obtained a subordination agreement dated May 11, 2020 (the “**Subordination Agreement**”) from Bridgepoint pursuant to which, *inter alia*, Bridgepoint agreed to subordinate its security interest in favour of Bank up to a maximum amount of \$611,000, together with accrued interest and unpaid interest and all reasonable costs of realization. A copy of the Subordination Agreement is attached and marked as **Exhibit “F”** to this Affidavit.

19. With respect to the Easy Legal Registration, Easy Legal executed and delivered a comfort letter to the Bank dated June 12, 2020 (the “**Comfort Letter**”), pursuant to which Easy Legal confirmed that Easy Legal’s security interest under the Easy Legal Registration was limited to certain amounts owing by the Borrower in connection with the four (4) Ontario Superior Court of Justice file numbers set out on the Schedule “A” thereto (collectively, the “**Easy Legal Receivables**”). A copy of the Comfort Letter is attached and marked as **Exhibit “G”** to this Affidavit.

20. As of the date hereof, the Bank has no information with respect to the status of the Easy Legal Receivables or whether any amounts are still owing thereunder.

21. A copy of the certified PPSA search results for Mr. Duby with currency to February 7, 2021, are attached and marked collectively as **Exhibit “H”** to this Affidavit. These search results show that, in addition to the Bank’s registration, each of The Bank of Nova Scotia (the “**BNS Registration**”), Bridgepoint and Easy Legal have made one or more registrations under the PPSA against Mr. Duby. Each of the foregoing registrations were made in advance of the Bank’s registration against Mr. Duby.

#### **ACCELERATION OF INDEBTEDNESS AND DEMAND FOR PAYMENT**

22. The Credit Facilities, except for a term facility, are payable on demand, and the Borrower had been in default under the Credit Agreement prior to Mr. Duby’s death. However, Mr. Duby’s death and the cessation of the law firm’s operations resulted in the Bank having to take immediate steps to secure its collateral.

23. As at February 9, 2021, the following amounts were owing for principal and interest pursuant to the Credit Agreement, totalling \$607,580.84 (the “**Indebtedness**”):

- (a) \$112,479.60 in respect of principal and interest for a demand revolving working capital loan;

- (b) \$452,600.45 in respect of principal, interest and fees for a demand non-revolving term loan;
  - (c) \$40,000 in respect of the CEBA loan; and
  - (d) \$2,500.00 in respect of legal fees and expenses.
24. As of the date of this Affidavit, the Indebtedness is \$609,021.65.
25. Following Mr. Duby's passing, the Bank sent a letter dated February 9, 2021 making formal written demand on the Borrower for payment of the Indebtedness under the Credit (the "**Demand Letter**"). A Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), accompanied the Demand Letter (the "**BIA Notice**"). Copies of the Demand Letter and the BIA Notice are collectively attached and marked as **Exhibit "I"** to this Affidavit.
26. As noted in the Demand Letter and the BIA Notice, as at February 9, 2021, the Indebtedness amounted to \$607,580.84.
27. The ten (10) day statutory period under subsection 244(1) of the BIA has now expired and the Bank is in a position to move to appoint MNP as Receiver.

#### **INVESTIGATIONS, SECURING THE ASSETS AND WIND UP**

28. As a result of Mr. Duby's passing, the Borrower entity has ceased to exist from a corporate law perspective.
29. Concurrently with delivery of the Demand Letter, the Bank immediately engaged MNP as its financial consultant to investigate and report on the status of its collateral.
30. I am advised by Mr. Matthew Lem from MNP that following his engagement, he determined that:



- (a) On or about February 10, 2021, Ms. Samantha Omlas (“**Ms. Omlas**”), Mr. Duby’s spouse, had retained Mr. Nico Paul of Paul & Paul (“**Paul Law**”) to act as legal counsel to Mr. Duby’s estate.
- (b) The Borrower’s main office, located at 2 Clinton Place, Toronto, Ontario (the “**Main Office**”), had been sealed by Metro Toronto Police Services (“**MTPS**”) to restrict access pending the results of the coroner’s report since it was the location of Mr. Duby’s passing. The Main Office was released by MTPS to Ms. Omlas on or about February 17, 2021;
- (c) No will for Mr. Duby has yet been found by Ms. Omlas or Paul Law. As a result, there is no authorized person to direct matter on Mr. Duby’s estate;
- (d) Following discussions with Ms. Amanda Bafaro of Bridgepoint and its legal counsel, Mr. Brandon Jaffe of Jaffe & Peritz, it was learned that a number of the clients of the Borrower had already reached out to other personal injury lawyers to be retained and such lawyers were now seeking the transfer of the client files. This client transfer activity was expected to increase once news of Mr. Duby’s passing became widely known and that such could potentially have a detrimental effect on realizations for the all stakeholders, including the Bank, Bridgepoint, the Borrower’s creditors and Mr. Duby’s estate;
- (e) No access to the Main Office or the financial records has been provided by Ms. Omlas or Paul Law to MNP in order for it to assess the financial position of the Borrower and the extent of potential priority claims. Paul Law also advised MNP that some of the information and access to PC Law was being withheld by a former consultant of the Borrower, pending payment of his outstanding account;

- (f) Following discussions with Ms. Joanne MacMillan of the Law Society of Ontario (“**LSO**”), Trustee Services, no action had yet been taken to take control the Borrower’s client files, but it was prepared to work cooperatively with the estate and/or a receiver to achieve the orderly transition of the files;
- (g) Paul Law had sought the assistance of Mr. James Howie of Howie, Sacks & Henry (“**HS&H**”), a reputable personal injury law firm in Toronto, to assist in evaluating the five hundred plus (500+) files to determine their status and potential recoveries under the actions commenced;
- (h) Paul Law advised that it had been fielding an overwhelming number of calls from the Borrower’s clients and other personal injury lawyers demanding the immediate release of the respective client files, some of whom threatened litigation if he did not comply; and
- (i) On February 23, 2021 Paul Law sent an email to the LSO and MNP advising that he could longer be involved in the file, as he lacked the resources to manage the process which appears to be out of control and lacked a client who had the capacity or authority to give direction. A copy of the email received from Paul Law dated February 23, 2021 is attached and marked as **Exhibit “J”** to this Affidavit.

#### **APPOINTMENT OF RECEIVER**

31. As noted above, on February 23, 2021 Paul Law sent an email to the LSO and MNP advising that it no longer wished to participate or engage Mr. Duby’s estate, including the business dealings, the transfer of client files or the wind up of the Borrower’s operations and, accordingly, there is no one managing or overseeing the business and transition of files.

32. MNP, and the Bank, through its legal counsel, Aird & Berlis LLP, have been in discussions with the LSO with respect to next steps.

33. I understand from those discussions that the LSO supports the Bank's relief and intends to move concurrently, or in the near term, to bring an application under the *Law Society Act* (Ontario) to appoint itself as Trustee over the business and client files of the Borrower.

34. The LSO has also indicated that it will work with MNP, should the Court grant the requested relief to appoint it as receiver, to secure the assets and implement orderly wind up of the Borrower's business, including transferring the client files to other practitioners or firms.

35. Accordingly, the Bank considers it reasonable and prudent given the circumstances to begin the enforcement of the Security in an effort to recover the Indebtedness owed by the Borrower to the Bank, and it is within the Bank's rights under the Credit Agreement and the Security to do so.

36. At this stage, the Bank believes it is absolutely imperative to enhance the prospect of recovery by the Bank and protect all other stakeholders to (i) secure the assets of the Borrower to ensure the secured creditors, including the Bank, may realize on the same; and (ii) concurrently with completion of the foregoing, the Borrower will be wound up under the supervision of the Law Society of Ontario.

37. The Bank proposes that MNP be appointed as the Receiver on an urgent basis

38. MNP is a licensed insolvency trustee and is informed with respect to Borrower and its arrangements with the Bank through its current engagement as the Bank's consultant.

39. MNP has consented to act as receiver should the Court so appoint it.

40. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

**SWORN** remotely by Michelle Benoy, via videoconference, stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 24<sup>th</sup> day of February, 2021, in accordance with O. Reg 431/20, Declaration Remotely.



**MICHELLE BENOY**

---

Commissioner for Taking Affidavits

THE TORONTO-DOMINION BANK

- and -

BRAD DUBY PROFESSIONAL CORPORATION

Applicant

Respondent

Court File No. CV-21-00657656-00CL

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

**Proceedings commenced at Toronto**

---

**AFFIDAVIT OF MICHELLE BENOY  
(sworn February 24, 2021)**

---

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*Lawyers for The Toronto-Dominion Bank*



# EXHIBIT A

This is Exhibit "A" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

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*Commissioner for Taking Affidavits (or as may be)*



Request ID: 025743629  
Transaction ID: 78305455  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/02/24  
Time Report Produced: 13:58:44  
Page: 1

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
2549469	BRAD DUBY PROFESSIONAL CORPORATION	2016/12/02
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>
2 CLINTON PLACE		NOT APPLICABLE
		<b>Amalgamation Ind.</b>
		NOT APPLICABLE
		<b>New Amal. Number</b>
		NOT APPLICABLE
		<b>Notice Date</b>
		NOT APPLICABLE
		<b>Letter Date</b>
		NOT APPLICABLE
<b>Mailing Address</b>		<b>Revival Date</b>
2 CLINTON PLACE		NOT APPLICABLE
		<b>Continuation Date</b>
		NOT APPLICABLE
		<b>Transferred Out Date</b>
		NOT APPLICABLE
		<b>Cancel/Inactive Date</b>
		NOT APPLICABLE
		<b>EP Licence Eff.Date</b>
		NOT APPLICABLE
		<b>EP Licence Term.Date</b>
		NOT APPLICABLE
		<b>Date Commenced in Ontario</b>
		NOT APPLICABLE
		<b>Date Ceased in Ontario</b>
		NOT APPLICABLE
<b>Activity Classification</b>	<b>Number of Directors</b>	
NOT AVAILABLE	<b>Minimum</b>	<b>Maximum</b>
	00001	00015

Request ID: 025743629  
Transaction ID: 78305455  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/02/24  
Time Report Produced: 13:58:44  
Page: 2

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2549469

**Corporation Name**

BRAD DUBY PROFESSIONAL CORPORATION

**Corporate Name History**

BRAD DUBY PROFESSIONAL CORPORATION

**Effective Date**

2016/12/02

**Current Business Name(s) Exist:**

YES

**Expired Business Name(s) Exist:**

NO

**Administrator:**

**Name (Individual / Corporation)**

BRAD  
DUBY

**Address**

2 CLINTON PLACE  
  
TORONTO  
ONTARIO  
CANADA M6G 1J9

**Date Began**

2016/12/02

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

Request ID: 025743629  
Transaction ID: 78305455  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/02/24  
Time Report Produced: 13:58:44  
Page: 3

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2549469

**Corporation Name**

BRAD DUBY PROFESSIONAL CORPORATION

**Administrator:**

**Name (Individual / Corporation)**

BRAD

DUBY

**Address**

2 CLINTON PLACE

TORONTO  
ONTARIO  
CANADA M6G 1J9

**Date Began**

2016/12/05

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

Y

**Administrator:**

**Name (Individual / Corporation)**

BRAD

DUBY

**Address**

2 CLINTON PLACE

TORONTO  
ONTARIO  
CANADA M6G 1J9

**Date Began**

2016/12/05

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

Y

Request ID: 025743629  
Transaction ID: 78305455  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/02/24  
Time Report Produced: 13:58:44  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2549469

**Corporation Name**

BRAD DUBY PROFESSIONAL CORPORATION

**Administrator:**

**Name (Individual / Corporation)**

BRAD

DUBY

**Address**

2 CLINTON PLACE

TORONTO  
ONTARIO  
CANADA M6G 1J9

**Date Began**

2016/12/05

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

Y

Request ID: 025743629  
Transaction ID: 78305455  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/02/24  
Time Report Produced: 13:58:44  
Page: 5

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

2549469

**Corporation Name**

BRAD DUBY PROFESSIONAL CORPORATION

**Last Document Recorded**

<b>Act/Code</b>	<b>Description</b>	<b>Form</b>	<b>Date</b>
CIA	CHANGE NOTICE	1	2020/05/01 (ELECTRONIC FILING)

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.**

**ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.**

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Request ID: 025743654  
Transaction ID: 78305515  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/02/24  
Time Report Produced: 14:00:57  
Page: 1

# LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

**Ontario Corporation Number**  
2549469

**CORPORATION NAME**  
BRAD DUBY PROFESSIONAL CORPORATION

<b>REGISTRATION DATE</b>	<b>BUSINESS NAME</b>	<b>EXPIRY DATE</b>	<b>BUSINESS ID NUMBER</b>
2020/05/01	DUBY & ASSOCIATES	2025/04/30	300435344

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

# EXHIBIT B

This is Exhibit "B" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

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*Commissioner for Taking Affidavits (or as may be)*





Vaughan Commercial Banking Centre  
2300 Steeles Ave W, 2<sup>nd</sup> Floor  
Vaughan, ON  
L4K 5X6  
Telephone No.: (905) 660 1961  
Fax No.: (905) 660 5942

April 27, 2020

BRAD DUBY PROFESSIONAL CORPORATION

Attention: Mr. Bradley Duby

Dear Mr. Duby,

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

**BORROWER**

BRAD DUBY PROFESSIONAL CORPORATION (the "Borrower")

**LENDER**

**The Toronto-Dominion Bank** (the "Bank"), through its Vaughan Commercial Banking Centre branch, in Vaughan, ON.

**CREDIT LIMIT**

- 1) CAD \$400,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility".
- 2) CAD \$100,000

**TYPE OF CREDIT  
AND BORROWING  
OPTIONS**

- 1) **Committed Reducing Term Facility (Single Draw)** available at the Borrower's option by way of:
  - Fixed Rate Term Loan in CAD\$
  - Floating Rate Term Loan available by way of:
    - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

- 2) **Operating Loan** available at the Borrower's option by way of:  
- Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

**PURPOSE**

- 1) To pay out private loans with Fifo Capital and Thinking Capital.  
2) To finance working capital.

**TENOR**

- 1) Committed  
2) Uncommitted

**CONTRACTUAL  
TERM**

- 1) 60 month(s) from the date of drawdown  
2) No term

**RATE TERM  
(FIXED RATE  
TERM LOAN)**

- 1) Fixed rate: 6 month, 12-60 months but never to exceed the Contractual Term Maturity Date  
1) Floating rate: No term

**AMORTIZATION**

- 1) 60 month(s)

**INTEREST RATES  
AND FEES**

Advances shall bear interest and fees as follows:

- 1) **Committed Reducing Term Facility:**  
Fixed Rate Term Loans: % per annum or as determined by the Bank, in its sole discretion, for  
- the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.  
- Floating Rate Term Loans available by way of:  
- Prime Based Loans: Prime Rate + 2.000% per annum

 JR<sup>2</sup>

- 2) **Operating Loan:**  
- Prime Based Loans: Prime Rate + 2.000% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

**ARRANGEMENT  
FEE**

The Borrower has paid hereunder a non-refundable arrangement fee of CAD \$1,750.

**ADMINISTRATION  
FEE**

CAD\$25 per month.

**RENEWAL FEE**

CAD\$750 per annum.

**LATE REPORTING FEE**

CAD\$250 per occurrence.


**EXCESS MONITORING FEE**

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of \$250.00, payable in the currency of the Facility, each time that the Credit Limit of a Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

**DRAWDOWN**

Assigned Facilities	Description
1)	Upon satisfaction of disbursement conditions, subject to one-time draw amount of \$400,000.
2)	Upon satisfaction of disbursement and drawdown conditions, available on a revolving basis.

Notice periods, minimum amounts of draws, interest periods and contract maturity for LIBOR Loans, terms for Banker's Acceptances and other similar details are set out in the Schedule "A" attached hereto.

JR 3 

**OVERDRAFTS**

The Borrower will have access to Prime Based Loans under the Operating Loan via overdraft from Account Number 5305737 at Branch 1104 (the "Account") up to the Credit Limit.

**REPAYMENT AND  
REDUCTION OF  
AMOUNT OF CREDIT  
FACILITY**

<b>Assigned Facilities</b>	<b>Description</b>
1)	Floating Rate: Monthly payments of principal and applicable interest. Fixed Rate: Equal monthly payments of blended principal and interest.
2)	The Borrower agrees to repay the Bank on demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility, including without limitation, as applicable, the amount of all unmatured B/As and LIBOR Loans and the Face Amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

**PREPAYMENT**

<b>Assigned Facilities</b>	<b>Description</b>
1)	Floating Rate: no prepayment penalty. Fixed Rate: subject to prepayment penalty.

**SECURITY**

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

- a) Unlimited Guarantee of Advances executed by BRADLEY DUBY (the "Guarantor") in support of BRAD DUBY PROFESSIONAL CORPORATION
  - To Be Obtained
- b) Assignment (or evidence) of Fire Insurance in an amount acceptable to the Bank, with TD Bank as a first loss payee.
  - To Be Obtained
- c) Postponement and Assignment of Creditor's Claim executed by BRADLEY DUBY in favor of the Bank.
  - To Be Obtained
- d) Assignment of Critical Illness/Disability Insurance issued by BRADLEY DUBY, in an amount acceptable to the Bank.
  - To Be Obtained
- e) General Security Agreement ("GSA") representing a First charge on all the Borrower's present and after acquired personal property, executed by BRAD DUBY PROFESSIONAL CORPORATION.
  - To Be Obtained



All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

### **DISBURSEMENT CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

#### **Description**

- 1) All security and documentation to be on hand, in good order, and satisfactory to the Bank.
- 2) Escrow funding for Facility #1 permitted to confirm payout to other lenders.
- 3) Evidence of satisfactory Errors and Omissions Insurance from Brad Duby to be on hand and satisfactory to the Bank.
- 4) Executed Loan Agreement to be on hand.
- 5) Payout letters from Fifo Capital and Thinking Capital to be on hand, confirming loan amounts.
- 6) Satisfactory Borrower Environmental Questionnaire to be executed by the Borrower.
- 7) Satisfactory Site Visit to be completed by the Bank.

### **REPRESENTATIONS AND WARRANTIES**

All representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

### **POSITIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A".

The Borrower also agrees to the below:

- 1) Brad Duby to have on hand evidence of satisfactory Errors and Omissions Insurance at all times.
- 2) The Borrower is to maintain a bank account with TD Bank, in which all operating activity for the Borrower is to be transacted through.
- 3) Brad Duby to remain in a current position with the Canada Revenue Agency.

### **NEGATIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A".



JR

The Borrower also agrees:

- 1) No additional debt without the Bank's prior written consent.

### REPORTING COVENANTS

#### **Description**

- 1) Annual Notice to Reader Financial Statements within 120 calendar days of fiscal year end. Notice to Readers to include Statement of Cash Flows of Brad Duby Professional Corporation.
- 2) Personal net worth statements for all active shareholder(s) to be completed every three (3) years, or as reasonably required by the Bank.
- 3) Evidence (i.e. via Notice of Assessment) that Brad Duby remains in a current position with the CRA with no payments in arrears.
- 4) Aged Accounts Receivable and Accounts Payable listing for our Borrower within 120 calendar days of fiscal year end.

### FINANCIAL COVENANTS

The Borrower agrees at all times to:

- 1) Maintain a Debt Service Coverage ratio (DSC) of not less than 120% to be maintained at all times.

The DSC is calculated as follows:

$(\text{EBITDA} - \text{Cash Taxes} - \text{Shareholder Withdrawal} - \text{Unfinanced Capex} - \text{Dividends} + \text{Net Client Disbursements}) / (\text{Principal} + \text{Interest})$

EBITDA = Earnings before interest, income taxes, depreciation, and amortization.

Unfinanced Capex = Capital Expenditures minus Financing Received (Bank of external) for the capital expenditures.

Net Client Disbursements = Client disbursement recoverable amount in Operating Activities under Statement of Cash Flows less Increase in long-term client disbursements payable amount in Operating Activities under Statement of Cash Flows.


### EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto.

### ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

- 1) TD Visa Business card (or cards) for an aggregate amount of \$10,000.

JR<sup>6</sup> 

**AVAILABILITY OF  
OPERATING LOAN**

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

**LANGUAGE  
PREFERENCE**

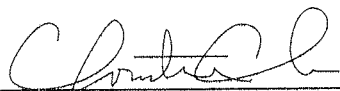
This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise á la demande de toutes les parties.)

**SCHEDULE "A" -  
STANDARD TERMS  
AND CONDITIONS**

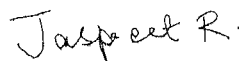
Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

Yours truly,

**THE TORONTO-DOMINION BANK**



Christine Chen  
Account Manager



Jaspreet Randhawa  
Manager Commercial Services

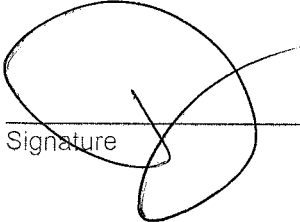


TO THE TORONTO-DOMINION BANK:

BRAD DUBY PROFESSIONAL CORPORATION hereby accepts the foregoing offer this 27 day of April, 2020. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

Signature

Print Name & Position

  
Brad Duby Managing Partner



**cc. Guarantor(s)**

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

**SCHEDULE A**  
**STANDARD TERMS AND CONDITIONS**

**1. INTEREST RATE DEFINITIONS**

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate is less than zero, such base rate shall be deemed to be zero for purposes of this Agreement.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

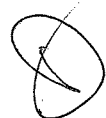
**2. INTEREST CALCULATION AND PAYMENT**

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD B/As or USD B/As as the case may be, for the specified term of the B/A less the B/A Stamping Fee. If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on LIBOR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.



Interest on Fixed Rate Term Loans is compounded monthly and payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

### **3. DRAWDOWN PROVISIONS**

#### **Prime Based and USBR Loans**

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR Loan over \$1,000,000.

#### **B/As**

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. In no event shall the term of the B/A exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is \$1,000,000 and in multiples of \$100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown.

The Borrower shall pay to the Bank the full amount of the B/A at the maturity date of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

#### **LIBOR and CDOR**

The Borrower shall advise the Bank of the requested LIBOR or CDOR contract maturity period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. In no event shall the term of the LIBOR or CDOR contract exceed the Contractual Term Maturity Date. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a LIBOR Loan or a CDOR Loan is \$1,000,000, and shall be in multiples of \$100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan or CDOR Loan.

#### **L/C and/or L/G**

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.



### B/A, LIBOR and CDOR - Conversion

Any portion of any B/A, LIBOR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the LIBOR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

### B/A, LIBOR and CDOR – Market Disruption

If the Bank determines, in its sole discretion, that a normal market in Canada for the purchase and sale of B/As or the making of CDOR or LIBOR Loans does not exist, any right of the Borrower to request a drawdown under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any drawdown request for B/As, LIBOR or CDOR Loans, as applicable, during the suspension period shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount.

### Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit even if the drawdown results in amounts outstanding in excess of the Credit Limit.

### Notice

Prior to each drawdown under a Fixed Rate Term Loan, other than a Long Term Farm Loan, an Agriculture Term Loan, a Canadian Agricultural Loans Act Loan, a Dairy Term Loan or a Poultry Term Loan and at least 10 days prior to the maturity of each Rate Term, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each drawdown, other than drawdowns by way of BA, CDOR, or LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

## 4. PREPAYMENT

### Fixed Rate Term Loans

#### **10% Prepayment Option Chosen.**

- (a) Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.
- (b) Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
  - i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
  - ii) the Yield Maintenance, being the difference between:
    - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
    - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity



of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

#### **10% Prepayment Option Not Chosen.**

- (c) The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
- i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
  - ii) the Yield Maintenance, being the difference between:
    - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
    - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

#### Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

#### **5. STANDARD DISBURSEMENT CONDITIONS**

The obligation of the Bank to permit any drawdowns hereunder at any time is subject to the following conditions precedent:

- a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank:
  - i) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
  - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
  - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
  - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;
  - v) All operation of account documentation; and
  - vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.
- d) The Bank has received the arrangement fee payable hereunder (if any) and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

#### **6. STANDARD REPRESENTATIONS AND WARRANTIES**

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:



- a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
- b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
- c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.
- d) There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
- e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
- f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
- g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.
- h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
- i) All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
  - i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
  - ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
  - iii) the Borrower's ownership, control and structure.

## **7. STANDARD POSITIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

- a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, and under any other agreement between the Bank and the Borrower.
- b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.
- c) Advise promptly after the happening of any event which will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.



- d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.
- e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of and all other security granted by the Borrower.
- f) Pay all taxes, assessments and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.
- g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(i).
- h) Maintain property, plant and equipment in good repair and working condition.
- i) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.
- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.
- n) Comply with all applicable laws.

#### **8. STANDARD NEGATIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

- a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its assets or undertakings, now owned or hereafter acquired, except for those Permitted Liens, if any, set out in the Letter.
- b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.
- c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.
- d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any property mortgaged under the Bank Security.
- f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.
- g) Permit any change of ownership or change in the capital structure of the Borrower.

#### **9. ENVIRONMENTAL**

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.



The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

#### **10. STANDARD EVENTS OF DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.
- b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.
- c) If any representation or warranty made or information provided by the Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by the Guarantor, is false or misleading at any time.
- d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.
- e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.
- f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.
- g) If action is taken by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.
- h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.
- i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.
- j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.
- k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.
- l) If, in the Bank's determination, a material adverse change occurs in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.
- m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.



## **11. ACCELERATION**

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured B/As, CDOR and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding CDOR and LIBOR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

## **12. INDEMNITY**

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

## **13. TAXATION ON PAYMENTS**

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

## **14. REPRESENTATION**

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

## **15. CHANGING THE AGREEMENT**

- a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.
- b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.
- c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit.

## **16. ADDED COST**

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

- i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,

- ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,
- iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

### **17. EXPENSES**

The Borrower shall pay, within 5 Business Days following notification, all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited, to all outside counsel fees and expenses and all in-house legal fees and expenses, if in-house counsel are used, and all outside professional advisory fees and expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including the registration fee in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or its agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Operating Loan, the Agriculture Operating Line or Farm Property Line of Credit.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

### **18. NON WAIVER**

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

### **19. EVIDENCE OF INDEBTEDNESS**

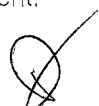
The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

### **20. ENTIRE AGREEMENTS**

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the credit facilities described in the Letter. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement, are the entire agreements relating to the Facilities described in this Agreement.



## **21. NON-MERGER**

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

## **22. ASSIGNMENT**

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

## **23. RELEASE OF INFORMATION**

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

## **24. FX CLOSE OUT**

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

## **25. SET-OFF**

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.



## 26. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

## 27. MISCELLANEOUS

- i) The Borrower has received a signed copy of this Agreement;
- ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located;
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars

## 28. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

"*All-In Rate*" means the greater of the interest rate that the Borrower pays for Floating Rate Loans or the highest fixed rate paid for Fixed Rate Term Loans.

"*Agreement*" means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions.

"*Business Day*" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

"*Branch/Centre*" means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"*Contractual Term Maturity Date*" means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payments Terms Notice.

"*Cross Default Threshold*" means the cross default threshold set out in the Letter. If no such cross default threshold is set out in the Letter it will be deemed to be zero.

"*Face Amount*" means, in respect of:

- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) A L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"*Fixed Rate Term Loan*" means any drawdown in Canadian dollars under a Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank at its sole discretion.

"*Floating Rate Loan*" means any loan drawn down, converted or extended under a Facility at an interest rate which is referenced to a variable rate of interest, such as the Prime Rate.



"*Inventory Value*" means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"*Letter*" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"*Letter of Credit*" or "*L/C*" means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"*Letter of Guarantee*" or "*L/G*" means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"*Maturity Date*" for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank.

"*Person*" includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

"*Purchase Money Security Interest*" means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"*Rate Term*" means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

"*Rate and Payment Terms Notice*" means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown.

"*Receivable Value*" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

"*Receivables/Inventory Summary*" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

"*US\$*" or "*USD Equivalent*" means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.



Vaughan Commercial Banking Centre  
2300 Steeles Ave W, 2<sup>nd</sup> Floor  
Vaughan, ON  
L4K 5X6  
Telephone No.: (905) 660 1961  
Fax No.: (905) 660 5942

June 11, 2020

BRAD DUBY PROFESSIONAL CORPORATION

Attention: Mr. Bradley Duby

Dear Mr. Duby,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated April 27, 2020:

**BORROWER**

BRAD DUBY PROFESSIONAL CORPORATION (the "Borrower")

**LENDER**

The Toronto-Dominion Bank (the "Bank"), through its Vaughan Commercial Banking Centre branch, in Vaughan, ON.

**CREDIT LIMIT [INCREASED]**

- 1) CAD \$500,000 (increased from CAD \$400,000) as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility".

**SECURITY [IN ADDITION TO PREVIOUS SECURITY REQUIRED]**

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

- a) Subordination and Priorities Agreement (inter-creditor agreement) between Bridgepoint Financial Services Inc. and TD Bank. Agreement to grant TD First position over everything, including "Other Assets", up to and including amount of \$611,000.
  - To Be Obtained



b) Subordination and Priorities Agreement (inter-creditor agreement) between Easy Legal Finance Inc. and TD Bank. Agreement to allow Easy Legal Finance Inc. first position over "Other Assets", limited to the specific dollar amounts advanced for 4 specific court files in the amount of \$130,000 plus any applicable interest. No further loans or facilities can be provided to Brad Duby Professional Corporation as it relates to each court file from Easy Legal Finance Inc.

- To Be Obtained

**DISBURSEMENT**  
**CONDITIONS [IN ADDITION TO PREVIOUS CONDITIONS REQUIRED]**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

- | <b>Description</b>  |
|---|
| 1) Payout letter from Easy Legal Finance Inc. to be on hand and in good order for 3 cases (File No. 16/559049, 13/471437, 12/443822) totaling \$100,000 plus any applicable interest.                       |
| 2) Written confirmation from Easy Legal to be on hand and satisfactory to the Bank, confirming that their first position is limited to the specific files and only to the extent of the amount of the loan. |
| 3) Payout letter from Fifo Capital to be on hand, confirming loan amount (amended from previous condition that also includes payout letter from Thinking Capital)   |

**LANGUAGE**  
**PREFERENCE**

This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise à la demande de toutes les parties.)


**SCHEDULE "A" -**  
**STANDARD TERMS**  
**AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

**ACCURACY OF**  
**INFORMATION**

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

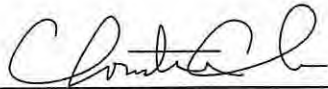
- (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
- (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
- (iii) the Borrower's ownership, control and structure.

 JR  
2

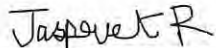
The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

**THE TORONTO-DOMINION BANK**



Christine Chen  
Account Manager



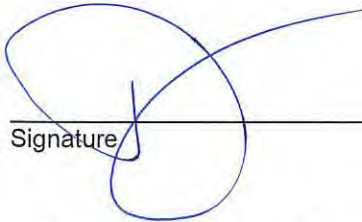
Jaspreet Randhawa  
Manager Commercial Services



Borrower Acknowledgement Section.

TO THE TORONTO-DOMINION BANK:

BRAD DUBY PROFESSIONAL CORPORATION hereby accepts the foregoing offer this 15 day of June, 2021. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

  
\_\_\_\_\_  
Signature

Brad Duby Managing Partner  
Print Name & Position

# EXHIBIT C

This is Exhibit "C" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

---

*Commissioner for Taking Affidavits (or as may be)*





TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 2300 Steeles Avenue West, Suite 100, Vaughan, Ontario, L4K 5X6 (Transit 1482)

Granted By: Brad Duby Professional Corporation

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

**1. Security Interest**

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

## 2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wherever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

## 3. Definitions

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

"*Branch of the Bank*" means the branch of the Bank located at the address specified above.

"*Business Day*" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"*Control Agreement*" means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"*Person*" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

## 4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

## 5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

#### **6. Survival of Representations and Warranties and Covenants**

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

#### **7. Performance of Covenants by The Bank**

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

#### **8. Securities, Investment Property**

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

#### **9. Dealing with Security Interest**

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.



## 10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

## 11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

## 12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
  - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
  - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
  - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
  - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
  - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
  - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
  - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
  - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
  - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
  - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
  - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

### 13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

### 14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section or Schedule to this Agreement. In this Agreement: (i) 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; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 29 day of April, 2020

**BRAD DUBY PROFESSIONAL CORPORATION**

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

Name: Bradley Duby

Title: President/Secretary

I have the authority to bind the Corporation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

\_\_\_\_\_  
Witness as to execution

**SCHEDULE "A"**

**DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS**

<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>SERIAL NUMBER</b>
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**LOCATION OF COLLATERAL**

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

2 - 4 Clinton Place, Toronto, Ontario, M6G 1J9; and  
401 - 4789 Yonge Street, Toronto, Ontario, M2N 0G3

**SPECIFIED COLLATERAL (Ontario only)**

Quota/Licence No. \_\_\_\_\_ issued by \_\_\_\_\_ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

**Additional Covenants of Customer Applicable to Above Collateral:**

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

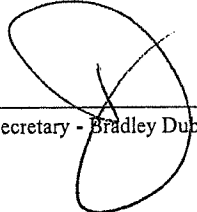
- (a) The President/Secretary \_\_\_\_\_ is hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
  
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of Brad Duby Professional Corporation

on the 25 day of April, 2020 and that the said Resolution is now in full force and effect.

\_\_\_\_\_  
Secretary - Bradley Duby C/S





# EXHIBIT D



This is Exhibit "D" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

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*Commissioner for Taking Affidavits (or as may be)*



This Guarantee is made as of the 29 day of April, 2020.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of

Brad Duby Professional Corporation  
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

**NOW THEREFORE**, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

**1. Obligations Guaranteed**

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

**2. Extent of Guarantor's Liability**

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

**3. Indemnity/Primary Obligation**

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

**4. Nature of Guarantor's Liability**

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

## 5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

## 6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

**7. Interest**

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

**8. State of Account**

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

**9. Application of Moneys Received**

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

**10. No Set-off or Counterclaim**

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

**11. Exhausting Recourse**

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

**12. No Representations**

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

**13. Postponement and Assignment**

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

**14. Subrogation**

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

## 15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

## 16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

## 17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

## 18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

## 19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

## 20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of [Ontario] and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

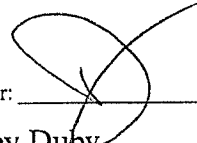
Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.



Witness: Maanas Rautela (via videoconference)

**Personal Guarantee**

Signature of Guarantor: 

Print name: Bradley Duby

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)



# EXHIBIT E

This is Exhibit "E" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

---

*Commissioner for Taking Affidavits (or as may be)*



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 1  
( 3454)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION

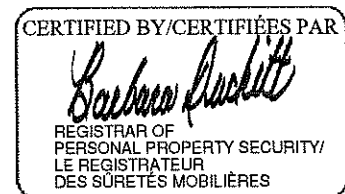
FILE CURRENCY : 07FEB 2021

ENQUIRY NUMBER 20210208155830.11 CONTAINS 20 PAGE(S), 4 FAMILY(IES).

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

AIRD & BERLIS LLP  
ATTN: SHANNON MORRIS  
HOLD FOR PICK UP  
TORONTO ON M5J2T9

CONTINUED... 2



(cfrj5 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 2  
( 3455)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
768427506

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 001 20201209 1351 1031 9950 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME BRAD DUBY PROFESSIONAL CORPORATION ONTARIO CORPORATION NO.  
04 ADDRESS 2 CLINTON PL TORONTO ON M6G 1J9

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

08 SECURED PARTY / HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE  
09 LIEN CLAIMANT ADDRESS 3-1400 BLAIR TOWERS PLACE OTTAWA ON K1J 9B8

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
X X X X 3064 09DEC2025

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

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT) BN#739966091  
17 AGENT ADDRESS 3-1400 BLAIR TOWERS PLACE (173/187) OTTAWA ON K1J 9B8

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crjfu 08/2019)



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 3  
( 3456)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
761849973

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 001 20200512 1702 1862 4094 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BRAD DUBY PROFESSIONAL CORPORATION

04 ADDRESS 2 CLINTON PLACE TORONTO ONTARIO CORPORATION NO. 2549469  
ON M6G 1J9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME DUBY & ASSOCIATES

07 ADDRESS 2 CLINTON PLACE TORONTO ONTARIO CORPORATION NO. 2549469  
ON M6G 1J9

08 SECURED PARTY / THE TORONTO-DOMINION BANK (#1482)  
LIEN CLAIMANT

09 ADDRESS 2300 STEELES AVENUE WEST SUITE 100 VAUGHAN ON L4K 5X6

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING FIJ LAW LLP  
AGENT

17 ADDRESS 10-50 WEST PEARCE STREET RICHMOND HILL ON L4B 1C5

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Russett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

Ontario 

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 4  
( 3457)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
761849991

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 002 20200512 1702 1862 4095 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
31MAY1973 BRADLEY R DUBY

03 NAME BUSINESS NAME  
04 ADDRESS 75 ST. NICHOLAS STREET, UNIT 604 TORONTO ONTARIO CORPORATION NO. ON M4Y 0A5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME BRAD DUBY PROFESSIONAL CORPORATION ONTARIO CORPORATION NO. 2549469  
07 ADDRESS 2 CLINTON PLACE TORONTO ON M6G 1J9

08 SECURED PARTY / THE TORONTO-DOMINION BANK (#1482)

09 LIEN CLAIMANT ADDRESS 2300 STEELES AVENUE WEST SUITE 100 VAUGHAN ON L4K 5X6

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING FIJ LAW LLP  
AGENT

17 ADDRESS 10-50 WEST PEARCE STREET RICHMOND HILL ON L4B 1C5

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fu 08/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 5  
( 3458)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
761849991

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
002 002 20200512 1702 1862 4095

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME DUBY & ASSOCIATES

04 ADDRESS 2 CLINTON PLACE TORONTO ONTARIO CORPORATION NO. 2549469  
M6G 1J9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 6  
( 3459)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
717159231

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 1 20160531 1514 2714 2611 P PPSA 02

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME HANSON DUBY ONTARIO CORPORATION NO.  
04 ADDRESS 2 CLINTON PLACE TORONTO ON M6G 1J9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.  
07 ADDRESS

08 SECURED PARTY / BRIDGEPOINT FINANCIAL SERVICES LP1  
09 LIEN CLAIMANT ADDRESS 133 RICHMOND STREET WEST. SUITE 201 TORONTO ON M5H 2L3

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

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

13 GENERAL COSTS AND DISBURSEMENTS TO BE REIMBURSED UPON THE RESOLUTION OF THE  
14 COLLATERAL DEBTOR'S CLIENTS' LEGAL CLAIMS  
15 DESCRIPTION

16 REGISTERING BRIDGEPOINT FINANCIAL SERVICES LP1  
17 AGENT ADDRESS 133 RICHMOND STREET WEST. SUITE 201 TORONTO ON M5H 2L3

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Puckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 7  
( 3460)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	001	3	20170817 1314 2714 5577		
21	RECORD REFERENCED	FILE NUMBER	717159231		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	HANSON DUBY		
25	OTHER CHANGE	REASON/ DESCRIPTION	ADDITION OF LEGAL NAME		
26					
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	HANSON DUBY LAWYERS		
06					
04/07	ADDRESS	2 CLINTON PLACE	TORONTO	ONTARIO CORPORATION NO.	ON M6G 1J9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED MATURITY DATE
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	OR MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12					
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	BRIDGEPOINT FINANCIAL SERVICES LP1			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	133 RICHMOND STREET WEST, SUITE 201	TORONTO	ON M5H 2L3

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Puckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2lu 06/2019)

Ontario 

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 8  
( 3461)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADITION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	002	3	20170817 1314 2714 5577		
21	RECORD REFERENCED	FILE NUMBER 717159231			
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME	HANSON DUBY LAWYERS		
06					ONTARIO CORPORATION NO.
04/07	ADDRESS	1 CLINTON PLACE	TORONTO	ON	M6G 1J9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO. FIXED
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR  
*Sabrina Paschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)

Ontario 



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 9  
( 3462)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	3		20170817 1314 2714 5577	
21	RECORD REFERENCED	FILE NUMBER	717159231		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	HANSON DUBY		
06					ONTARIO CORPORATION NO.
04/07	ADDRESS	1 CLINTON PLACE		TORONTO	ON M6G 1J9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12					
13	GENERAL DESCRIPTION				
14	COLLATERAL DESCRIPTION				
15					
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 10  
( 3463)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		201B0502 1241 2714 7053	
21	RECORD REFERENCED	FILE NUMBER	717159231		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	02	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	HANSON DUBY		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05					
03/		BUSINESS NAME			
06					
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNER				
09		ADDRESS			
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10			INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR		BRIDGEPOINT FINANCIAL SERVICES LP1		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	201 - 133 RICHMOND STREET WEST	TORONTO	ON M5H 2L3

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 11  
( 3464)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	001	3	20181029 1318 2714 8197		
21	FILE NUMBER	717159231			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	HANSON DUBY LAWYERS		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	ADD ADDITIONAL DEBTOR			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	HANSON DUBY LAWYERS		
06					ONTARIO CORPORATION NO.
04/07	ADDRESS	2 CLINTON PL,	TORONTO	ON	M6G 1J9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V. I. N.	
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	BRIDGEPOINT FINANCIAL SERVICES LP1			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	201 - 133 RICHMOND STREET W	TORONTO	ON M5H 2L3

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 12  
( 3465)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	002	3	20181029 1318 2714 8197		
21	RECORD REFERENCED	FILE NUMBER	717159231		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME	HANSON DUBY LAWYERS		
06					
04/07	ADDRESS	2 CLINTON PL	TORONTO	ONTARIO CORPORATION NO.	ON M6G 1J9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V. I. N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 13  
( 3466)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	003	3	20181029 1318 2714 8197		
21	RECORD REFERENCED	FILE NUMBER	717159231		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR / TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON / DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR / TRANSFEREE	BUSINESS NAME	BRAD DUBY PROFESSIONAL CORPORATION		
06					ONTARIO CORPORATION NO.
04/07	ADDRESS	2 CLINTON PL	TORONTO	ON	M6G 1J9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY / LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

14

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 14  
( 3467)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
	PAGES	SCHEDULE NUMBER UNDER
01	001	2 20181029 1548 2714 8198
21	RECORD FILE NUMBER	717159231
	REFERENCED	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
		A AMENDMENT YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME BRAD DUBY PROFESSIONAL CORPORATION
25	OTHER CHANGE	
26	REASON/ DESCRIPTION	CORRECTION TO COLLATERAL
27		
28		
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
08		
09	ADDRESS	
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE DATE OF NO FIXED
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE	
10		
11	MOTOR YEAR MAKE	MODEL V.I.N.
12	VEHICLE	
13	GENERAL	PROCEEDS TO BE RECEIVED UPON THE RESOLUTION OF A CLAIM AND/OR
14	COLLATERAL	SETTLEMENT WHERE THE DEBTOR HAS AN INTEREST IN THE OUTCOME,
15	DESCRIPTION	INCLUDING, BUT NOT LIMITED TO, AS COUNSEL OR LAWYER TO THE
16	REGISTERING AGENT OR	BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP I
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 201 - 133 RICHMOND STREET WEST TORONTO ON M5H 2L3

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(0121u 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 15  
( 3468)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	2		20181029 1548 2714 8198	
21	RECORD REFERENCED	FILE NUMBER	717159231		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V. I. N.	
12					
13	GENERAL	CLAIMANT, PLAINTIFF AND/OR BENEFICIARY.			
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

16

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 16  
( 3469)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01	001	1		20200414 1141 2714 1016						
21	RECORD REFERENCED	FILE NUMBER	717159231							
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	RENEWAL YEARS	02	CORRECT PERIOD		
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BRAD DUBY PROFESSIONAL CORPORATION							
25	OTHER CHANGE									
26	REASON/									
27	DESCRIPTION									
28										
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/									
03/	TRANSFeree	BUSINESS NAME								
06									ONTARIO CORPORATION NO.	
04/07		ADDRESS								
29	ASSIGNOR									
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
09		ADDRESS								
	COLLATERAL CLASSIFICATION									
	CONSUMER			MOTOR VEHICLE		DATE OF		NO FIXED		
10		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE	
11	MOTOR	YEAR	MAKE		MODEL		V. I. N.			
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT OR	BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP I								
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	201 - 133 RICHMOND STREET WEST				TORONTO	ON	M5H 2L3	

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Puckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(or)2lu 06/2019)



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 17  
( 3470)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20200416 1307 2714 1055	
21	RECORD REFERENCED	FILE NUMBER	717159231		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	02	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR / TRANSFEROR	BUSINESS NAME	HANSON DUBY		
25	OTHER CHANGE				
26	REASON / DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR / TRANSFEREE	BUSINESS NAME			
06		ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LEEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
		INCLUDED	AMOUNT	MATURITY	OR MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				
12	GENERAL COLLATERAL				
13	DESCRIPTION				
16	REGISTERING AGENT OR	BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP I			
17	SECURED PARTY / LEEN CLAIMANT	ADDRESS	201 - 133 RICHMOND STREET WEST	TORONTO	ON M5H 2L3

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cj2fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 18  
( 3471)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	002		20200615 1419 1862 5858	
21	RECORD REFERENCED	FILE NUMBER	717159231		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	J OTHER		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BRAD DUBY PROFESSIONAL CORPORATION		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/ DESCRIPTION	BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP 1 HEREBY PARTIALLY POSTPONES AND SUBORDINATES ITS SECURITY INTEREST UNDER FILE NO. 717159231 IN FAVOUR OF THE TORONTO-DOMINION BANK, IN			
28	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02/	DEBTOR/ TRANSFEREE	BUSINESS NAME			
05/					
06			ONTARIO CORPORATION NO.		
04/07		ADDRESS			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09		ADDRESS			
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10			INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR VEHICLE				
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	FIJ LAW LLP			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	10-50 WEST PEARCE STREET	RICHMOND HILL	ON L4B 1C5

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 19  
( 3472)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	002	002		20200615 1419 1862 5858					
21	RECORD REFERENCED	FILE NUMBER	717159231						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD				
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME							
25	OTHER CHANGE	SUBORDINATION							
26	REASON/ DESCRIPTION	PARTICULAR REGISTRATION FILE NOS.,	761849973 AND 761849991						
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/ TRANSFEREE	BUSINESS NAME							
06					ONTARIO CORPORATION NO.				
04/07	ADDRESS								
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08									
09	ADDRESS								
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.				
12	GENERAL								
13	COLLATERAL								
14	DESCRIPTION								
15	REGISTERING AGENT OR								
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS							
17									

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

CONTINUED...

20

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155830.11

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

REPORT : PSSR060  
PAGE : 20  
( 3473)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BRAD DUBY PROFESSIONAL CORPORATION  
FILE CURRENCY : 07FEB 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
768427506	20201209 1351 1031 9950			
761849973	20200512 1702 1862 4094			
761849991	20200512 1702 1862 4095			
717159231	20160531 1514 2714 2611	20170817 1314 2714 5577	20180502 1241 2714 7053	20181029 1318 2714 8197
	20181029 1548 2714 8198	20200414 1141 2714 1016	20200416 1307 2714 1055	20200615 1419 1862 5858

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

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj5 06/2019)

Ontario 

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208160419.79

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

REPORT : PSSR060  
PAGE : 1  
( 3482)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : DUBY & ASSOCIATES

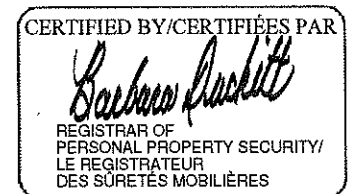
FILE CURRENCY : 07FEB 2021

ENQUIRY NUMBER 20210208160419.79 CONTAINS 6 PAGE(S), 3 FAMILY(IES).

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

AIRD & BERLIS LLP  
ATTN: SHANNON MORRIS  
HOLD FOR PICK UP  
TORONTO ON M5J2T9

CONTINUED... 2



(crj5 06/2019)

Ontario 

RUN NUMBER : 039  
 RUN DATE : 2021/02/08  
 ID : 20210208160419.79

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

REPORT : PSSR060  
 PAGE : 2  
 ( 3483)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : DUBY & ASSOCIATES  
 FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 761849973

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20200512 1702 1862 4094	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BRAD DUBY PROFESSIONAL CORPORATION

04 ADDRESS 2 CLINTON PLACE TORONTO ONTARIO CORPORATION NO. 2549469 ON M6G 1J9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME DUBY & ASSOCIATES

07 ADDRESS 2 CLINTON PLACE TORONTO ONTARIO CORPORATION NO. 2549469 ON M6G 1J9

08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK (#1482)

09 ADDRESS 2300 STEELES AVENUE WEST SUITE 100 VAUGHAN ON L4K 5X6

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT FIJ LAW LLP

17 ADDRESS 10-50 WEST PEARCE STREET RICHMOND HILL ON L4B 1C5

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj)fu 06/2019)



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208160419.79

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

REPORT : PSSR060  
PAGE : 3  
( 3484)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : DUBY & ASSOCIATES  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
761849991

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	002		20200512 1702 1862 4095	P PPSA	5

DEBTOR DATE OF BIRTH 31MAY1973  
NAME FIRST GIVEN NAME BRADLEY  
INITIAL R  
SURNAME DUBY

BUSINESS NAME  
ADDRESS 75 ST. NICHOLAS STREET, UNIT 604 TORONTO  
ONTARIO CORPORATION NO. ON M4Y 0A5

DEBTOR DATE OF BIRTH  
NAME FIRST GIVEN NAME  
INITIAL  
SURNAME

BUSINESS NAME BRAD DUBY PROFESSIONAL CORPORATION  
ADDRESS 2 CLINTON PLACE TORONTO  
ONTARIO CORPORATION NO. 2549469 ON M6G 1J9

SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK (#1482)  
ADDRESS 2300 STEELES AVENUE WEST SUITE 100 VAUGHAN ON L4K 5X6

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

MOTOR YEAR MAKE MODEL V.I.N.  
VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT FIJ LAW LLP  
ADDRESS 10-50 WEST PEARCE STREET RICHMOND HILL ON L4B 1C5

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208160419.79

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

REPORT : PSSR060  
PAGE : 4  
( 3485)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : DUBY & ASSOCIATES  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
761849991

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
002 002 20200512 1702 1862 4095

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME DUBY & ASSOCIATES

04 ADDRESS 2 CLINTON PLACE TORONTO ONTARIO CORPORATION NO. 2549469  
ON M6G 1J9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT ADDRESS

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crjlfu 06/2019)





RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208160419.79

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

REPORT : PSSR060  
PAGE : 5  
( 3486)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : DUBY & ASSOCIATES  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER  
749690145

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 1 20190402 1125 9410 1863 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME DUBY & ASSOCIATES ONTARIO CORPORATION NO.  
04 ADDRESS 2 CLINTON PLACE TORONTO ON M6G 1J9

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

08 SECURED PARTY / EASY LEGAL FINANCE INC.  
09 LITEN CLAIMANT ADDRESS 161 BAY ST, 27TH FLOOR, PO BOX 508 TORONTO ON M5J 2S1

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
X 02APR2024

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

13 GENERAL PROCEEDS TO BE RECEIVED UPON THE RESOLUTION OF A LEGAL CLAIM IN WHICH  
14 COLLATERAL THE DEBTOR IS THE REPRESENTING ATTORNEY.  
15 DESCRIPTION

16 REGISTERING EASY LEGAL FINANCE INC.  
17 AGENT ADDRESS 161 BAY ST, 27TH FLOOR, PO BOX 508 TORONTO ON M5J 2S1

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Russett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crjfu 08/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208160419.79

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

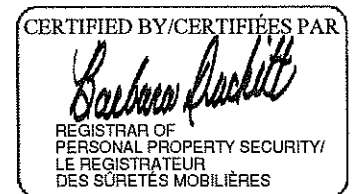
REPORT : PSSR060  
PAGE : 6  
( 3487)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : DUBY & ASSOCIATES  
FILE CURRENCY : 07FEB 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
761849973	20200512 1702 1862 4094			
761849991	20200512 1702 1862 4095			
749690145	20190402 1125 9410 1863			

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



(arj5 06/2019)



# EXHIBIT F

This is Exhibit "F" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

---

*Commissioner for Taking Affidavits (or as may be)*



## **SUBORDINATION AGREEMENT BY THE CREDITOR**

**This Agreement made as of the 11<sup>th</sup> day of May, 2020, by BridgePoint Financial Services Limited Partnership 1 (the "Creditor"), The Toronto-Dominion Bank (the "Bank") and Brad Duby Professional Corporation ( the "Debtor").**

**AND WHEREAS** the Debtor is and may hereafter become indebted to the Creditor and in connection therewith has entered into a security agreement with the Creditor, in respect of which financing statement was registered under the Personal Property Security Act ("PPSA") (which security agreement and any other security now or hereafter created and as it exists from time to time is hereinafter collectively called the "Creditor Security"); provided however that the Creditor Security shall not include security that is not granted by the Debtor. For greater certainty the Creditor Security shall not include any security granted by a person other than the Debtor to secure the indebtedness of the Debtor.

**AND WHEREAS** the Debtor is or may become indebted to the Bank and in connection therewith has granted or will grant to the Bank security agreements in favour of the Bank, including without limitation a General Security Agreement in respect of which a financing statement has been or will be registered under the PPSA (which security agreement and any other security now or hereafter created and as it exists from time to time is hereinafter collectively called the "Bank Security"); provided however that the Bank Security shall not include security that is not granted by the Debtor. For greater certainty the Bank Security shall not include any security granted by a person other than the Debtor to secure the indebtedness of the Debtor.

**AND WHEREAS** the parties hereto have agreed upon certain priorities as hereinafter described;

**AND WHEREAS** the Debtor has agreed that it will maintain and deal with its assets in accordance with the provisions hereof;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual terms and conditions herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. The Creditor hereby consents to the Bank Security and postpones and subordinates the Creditor Security in all respects to and in favour of the Bank Security, and acknowledges that the Bank Security ranks and will continue to rank in priority to the Creditor Security in respect of all of the personal property assets of the Debtor covered by the Bank Security provided that the priority of the Bank Security shall be limited to the principal amount of Six Hundred and Eleven Thousand Canadian Dollars (\$611,000.00) together with accrued and unpaid interest and all reasonable costs of realization (the "Bank Priority Indebtedness").
2. The priorities herein expressed will have effect regardless of the order of perfection or attachment of the Bank Security or the Creditor Security and regardless of the order of crystallization of any floating charge contained in the Creditor Security and regardless of the order of registration of any security documents by the Bank or the Creditor.
3. The Debtor hereby confirms to and agrees with the Bank and the Creditor that so long as the Debtor remains indebted to the Bank and the Creditor, it will stand possessed of its assets so charged for the Bank and the Creditor in accordance with their respective interests and priorities as herein set forth.
4. Nothing contained in the said Agreement shall in any way prejudice or diminish or otherwise affect the respective rights of the Bank and the Creditor against the Debtor or prejudice, diminish or otherwise affect in any manner whatsoever the respective rights of the Bank and the Creditor against third parties, nor shall any third party be entitled to, or to claim the benefit of, this Agreement or of any subordination or priority provided for herein, and nothing herein shall be construed as conferring any rights upon any person not a party to this Agreement.

5. Each of the Bank, the Creditor and the Debtor will do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the intent of this Agreement; provided, however, that no consent of the Debtor shall be necessary to any amendment of the terms hereof by the Bank and the Creditor unless the interests of the Debtor are directly affected thereby.
6. In the event of the bankruptcy or winding up of the Debtor or any distribution of the assets or any of the assets of the Debtor or proceeds thereof among its creditors in any manner whatsoever, the Bank may prove in respect of the indebtedness to the Bank as a debt owing to it by the Debtor and the Bank shall be entitled to collect and receive any and all payments or distributions payable in respect thereof, such payments or distributions to be applied on such part or parts of the indebtedness to the Bank as the Bank shall see fit until the whole of the Bank Priority Indebtedness has been indefeasibly paid in full and thereafter the Creditor shall be entitled to such payments or distributions.
7. Each of the Creditor and the Bank agree to give to the other at least ten (10) business days prior notice of its intention to exercise its rights under their security as applicable, provided the foregoing shall not be construed as limiting the rights of either the Creditor or the Bank to demand payment pursuant to either of their loans, as the case may be, and to enforce the security, as applicable, at any time in its discretion and provided, however, that neither the Bank or the Creditor shall be liable for any accidental omission to provide the said notice.
8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided that neither the Bank nor the Creditor will assign or transfer any or all of the security held or to be held by it or any of its rights thereunder relating to the undertaking and assets of the Debtor unless and until the proposed assignee or transferee shall have delivered to the other parties hereto a written agreement to be bound by the provisions hereof to the same extent as the assignor.
9. Each of the Bank and the Creditor shall provide to the other from time to time upon request, full information and particulars as to the amounts owing by the Debtor, the performance by the Debtor of its obligations, the particulars of any security held from the Debtor and any other information which the party requesting the same deems material. The Debtor hereby consents to such disclosure of information between the Bank and the Creditor.
10. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

**[Signatures on the following page]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**THE TORONTO-DOMINION BANK (the "Bank")**

Per: Christine Chen Jaspreet R.

Name: Christine Chen Jaspreet Randhawa

Title: Account Manager Senior Manager, Commercial Credit

I have authority to bind the Corporation

**BRIDGEPOINT FINANCIAL SERVICES INC., as  
general partner of BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP I (the  
"Creditor")**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation

**BRAD DUBY PROFESSIONAL CORPORATION (the "Debtor")**

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

Name: Bradley R. Duby

Title: President

I have authority to bind the Corporation

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**THE TORONTO-DOMINION BANK (the “Bank”)**


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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation

**BRIDGEPOINT FINANCIAL SERVICES INC., as  
general partner of BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP I (the  
“Creditor”)**

Per:  \_\_\_\_\_  
Stephen Pauwels (Jun 8, 2020 17:46 EDT)

Name: Stephen Pauwels

Title: Principal

I have authority to bind the Corporation

**BRAD DUBY PROFESSIONAL CORPORATION (the “Debtor”)**

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

Name: Bradley R. Duby

Title: President

I have authority to bind the Corporation



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**THE TORONTO-DOMINION BANK (the "Bank")**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation

**BRIDGEPOINT FINANCIAL SERVICES INC., as  
general partner of BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP I (the  
"Creditor")**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation

**BRAD DUBY PROFESSIONAL CORPORATION (the "Debtor")**

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


Name: Bradley R. Duby

Title: President

I have authority to bind the Corporation

# EXHIBIT G

This is Exhibit "G" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

---

*Commissioner for Taking Affidavits (or as may be)*





June 12, 2020

The Toronto-Dominion Bank  
2300 Steeles Avenue West, Suite 100  
Vaughan, Ontario,  
L4K 5X6  
(Branch 1482)

FIJ Law LLP  
10-50 West Pearce Street  
Suite 10  
Richmond Hill, Ontario  
L4B 1C5

Dear Sirs:

Re: The Toronto-Dominion Bank security from Brad Duby Professional Corporation o/a Duby & Associates (“Brad Duby PC”) PPSA Financing Statement Registrations

Please be advised that we hold and administer the loans which form the subject matter of the *Personal Property Security Act*, R.S.O., 1990, as amended, financing statement registrations quoted below:

Name of Secured Party	File Number	Registration Number
EASY LEGAL FINANCE INC.	749690145	20190402 1125 9410 1863
EASY LEGAL FINANCE INC.	749689821	20190402 1120 9410 1862

This letter shall serve as a notice to you that notwithstanding anything contained in the above noted registration and in particular the collateral classification and the general collateral description set out thereon, the security interests referred to in the financing statement noted by the registration number noted above are limited solely to the loans/facilities and the specific dollar amounts plus interest advanced to Brad Duby PC to each Ontario Superior Court of Justice file number set out on Schedule “A” attached hereto and not to any other assets or dollar amounts in excess of the dollar amounts plus interest received by Brad Duby PC in respect of and related solely to each particular Superior Court of Ontario file number set out on Schedule “A” attached hereto. For greater certainty, in the event there is a default on the loans/facilities outlined on Schedule “A”, the foregoing does not negate our right to seek collection of the specific dollar amounts plus interest and associated costs advanced to Brad Duby PC for each Ontario Superior Court Justice file number set out on Schedule “A” attached hereto from Brad Duby PC or Brad Duby personally pursuant to any guarantee or indemnity provided to the undersigned.

We further undertake and agree not to provide any further loans and other facilities to Brad Duby PC as it relates to each court file set out in Schedule “A” under the within noted registration.

We understand and acknowledge that The Toronto-Dominion Bank is relying upon this letter in connection with its advances in accordance with the above quoted loan transaction.

Sincerely

Larry Herscu  
President

## Schedule "A"

### List of Court Files

1. \$25,000.00 plus interest for Court File No. 16/58529 (PYE)
2. \$30,000.00 plus interest for Court File No. 16/562791 (THARMAVARTHAR)
3. \$50,000.00 plus interest for Court File No. 14/502605 (REN)
4. \$25,000.00 plus interest for Court File No. 16/562792 (GYAMFI)



# EXHIBIT H

This is Exhibit "H" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

---

*Commissioner for Taking Affidavits (or as may be)*

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155904.42

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

REPORT : PSSR060  
PAGE : 1  
( 3474)

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

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

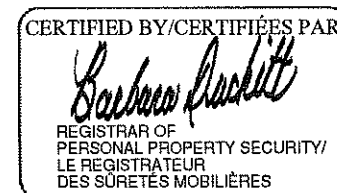
SEARCH CONDUCTED ON : FIRST GIVEN NAME : BRADLEY  
SURNAME : DUBY

FILE CURRENCY : 07FEB 2021

ENQUIRY NUMBER 20210208155904.42 CONTAINS 8 PAGE(S), 5 FAMILY(IES).

AIRD & BERLIS LLP  
ATTN: SHANNON MORRIS  
HOLD FOR PICK UP  
TORONTO ON M5J2T9

CONTINUED... 2



(crlj5 06/2019)

Ontario 



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155904.42

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

REPORT : PSSR060  
PAGE : 2  
( 3475)

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC  
SEARCH CONDUCTED ON : BRADLEY;DUBY  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
761849991

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	002		20200512 1702 1862 4095	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	31MAY1973	BRADLEY	R	DUBY

DEBTOR NAME	BUSINESS NAME	ADDRESS	ON	ONTARIO CORPORATION NO.
		75 ST. NICHOLAS STREET, UNIT 604	TORONTO	M4Y 0A5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ON	ONTARIO CORPORATION NO.
		BRAD DUBY PROFESSIONAL CORPORATION				2549469
		2 CLINTON PLACE		TORONTO		M6G 1J9

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ON	VAUGHAN	L4K 5X6
	2300 STEELES AVENUE WEST SUITE 100			

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	ON	L4B 1C5
	FIJ LAW LLP 10-50 WEST PEARCE STREET	RICHMOND HILL	

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(orjfu 06/2019)



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155904.42

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

REPORT : PSSR060  
PAGE : 3  
( 3476)

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC  
SEARCH CONDUCTED ON : BRADLEY;DUBY  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
761849991

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
002 002 20200512 1702 1862 4095

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME DUBY & ASSOCIATES

04 ADDRESS 2 CLINTON PLACE TORONTO

ONTARIO CORPORATION NO. 2549469  
ON M6G 1J9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Rachitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crjifu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155904.42

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

REPORT : PSSR060  
PAGE : 4  
( 3477)

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC  
SEARCH CONDUCTED ON : BRADLEY;DUBY  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
761688126

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200501 1106 2714 1103	P PPSA	02

DEBTOR NAME: BRADLEY, DUBY  
DATE OF BIRTH: 31MAY1973  
FIRST GIVEN NAME: BRADLEY  
INITIAL: R  
SURNAME: DUBY

BUSINESS NAME: [REDACTED]  
ADDRESS: 75 ST. NICHOLAS STREET, UNIT 604 TORONTO ON M4Y 0A5  
ONTARIO CORPORATION NO.: [REDACTED]

DEBTOR NAME: [REDACTED]  
DATE OF BIRTH: [REDACTED]  
FIRST GIVEN NAME: [REDACTED]  
INITIAL: [REDACTED]  
SURNAME: [REDACTED]

BUSINESS NAME: [REDACTED]  
ADDRESS: [REDACTED]  
ONTARIO CORPORATION NO.: [REDACTED]

SECURED PARTY / LIEN CLAIMANT: BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP I

ADDRESS: 201-133 RICHMOND STREET WEST TORONTO ON M5H 2L3

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

MOTOR VEHICLE: [REDACTED]  
YEAR MAKE: [REDACTED] MODEL: [REDACTED] V.I.N.: [REDACTED]

GENERAL COLLATERAL DESCRIPTION: [REDACTED]

REGISTERING AGENT: BRIDGEPOINT FINANCIAL SERVICES LIMITED PARTNERSHIP I  
ADDRESS: 201-133 RICHMOND STREET WEST TORONTO ON M5H 2L3

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Pashitt*  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c/11/19 06/2019)



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155904.42

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

REPORT : PSSR060  
PAGE : 5  
( 3478)

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC  
SEARCH CONDUCTED ON : BRADLEY;DUBY  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749840967

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190405 1103 9410 1875	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	31MAY1973	BRADLEY	R	DUBY

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
	2 CLINTON PLACE TORONTO	ON M6G 1J9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT  
EASY LEGAL FINANCE INC.

ADDRESS	TORONTO	ON	M5J 2S1
161 BAY ST, 27TH FLOOR, PO BOX 508			

COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
		X		05APR2024	

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION  
PROCEEDS TO BE RECEIVED UPON THE RESOLUTION OF A LEGAL CLAIM IN WHICH THE DEBTOR IS THE REPRESENTING ATTORNEY.

REGISTERING AGENT	ADDRESS	TORONTO	ON	M5J 2S1
	161 BAY ST, 27TH FLOOR, PO BOX 508			

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c/11fu 06/2019)



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155904.42

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

REPORT : PSSR060  
PAGE : 6  
( 3479)

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC  
SEARCH CONDUCTED ON : BRADLEY;DUBY  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749689821

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 001 1 20190402 1120 9410 1862 P PPSA 05

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
02 NAME 31MAY1973 BRADLEY DUBY  
03

BUSINESS NAME ADDRESS 2 CLINTON PLACE TORONTO ONTARIO CORPORATION NO.  
04 M6G 1J9

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

ADDRESS ONTARIO CORPORATION NO.  
07

SECURED PARTY / EASY LEGAL FINANCE INC.  
08 LIEN CLAIMANT

ADDRESS 161 BAY ST, 27TH FLOOR, PO BOX 508 TORONTO ON M5J 2S1  
09

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
02APR2024

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

GENERAL PROCEEDS TO BE RECEIVED UPON THE RESOLUTION OF A LEGAL CLAIM IN WHICH  
14 COLLATERAL THE DEBTOR IS THE REPRESENTING ATTORNEY.  
15 DESCRIPTION

REGISTERING EASY LEGAL FINANCE INC.  
16 AGENT  
17 ADDRESS 161 BAY ST, 27TH FLOOR, PO BOX 508 TORONTO ON M5J 2S1

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Puckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155904.42

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

REPORT : PSSR060  
PAGE : 7  
( 3480)

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC  
SEARCH CONDUCTED ON : BRADLEY;DUBY  
FILE CURRENCY : 07FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
732691629

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20171006 0930 1219 7487	P PPSA	08

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	16MAY1990	SAMANTHA		OMIAS

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
	2289 WILDWOOD CS PICKERING	ON L1X 2R8

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	31MAY1973	BRADLEY		DUBY

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
	75 NICHOLAS ST ST SUITE 604SUITE 604 TORONTO	ON M4Y 0A5

SECURED PARTY / LIEN CLAIMANT	ADDRESS
	THE BANK OF NOVA SCOTIA

ADDRESS	MISSISSAUGA	ON	L4W 0B4
4715 TAHOE BOULEVARD			

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED			
	X	X	X	74819	

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 JEEP	GRAND CHEROKEE	1C4RJFDJ4HC855563

GENERAL COLLATERAL DESCRIPTION: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

REGISTERING AGENT	ADDRESS	MISSISSAUGA	ON	L4Z 1H8
	D+H LIMITED PARTNERSHIP (BNS) 2 ROBERT SPECK PARKWAY, 15TH FL.			

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Rachitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 039  
RUN DATE : 2021/02/08  
ID : 20210208155904.42

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

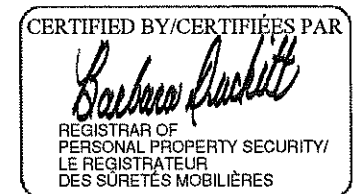
REPORT : PSSR060  
PAGE : 8  
( 3481)

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC  
SEARCH CONDUCTED ON : BRADLEY;DUBY  
FILE CURRENCY : 07FEB 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
761849991	20200512	1702	1862	4095
761688126	20200501	1106	2714	1103
749840967	20190405	1103	9410	1875
749689821	20190402	1120	9410	1862
732691629	20171006	0930	1219	7487

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



(crj5 06/2019)



# EXHIBIT I



This is Exhibit "I" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

---

*Commissioner for Taking Affidavits (or as may be)*

February 9, 2021

**PRIVATE & CONFIDENTIAL  
 DELIVERED BY COURIER & REGULAR MAIL**

**Brad Duby Professional Corporation  
 Duby & Associates**  
 2 Clinton Place  
 Toronto, Ontario M2G 1J9

**Brad Duby Professional Corporation  
 Duby & Associates**  
 5700 Yonge Street, Suite 200  
 North York, Ontario M2M 4G8

Dear Sir/Madam:

**Re: The Toronto-Dominion Bank (“TD”) loans to Brad Duby Professional Corporation (the “Debtor”)**

We are the lawyers for TD in connection with its lending arrangements with the Debtor.

The Debtor is indebted to TD with respect to certain credit facilities (the “**Credit Facilities**”) made available by TD to the Debtor pursuant to and under the terms of a letter credit agreement made between TD and the Debtor dated April 27, 2020, as amended by an amending letter agreement dated June 11, 2020 (as may have been amended, replaced, restated or supplemented from time to time, collectively, the “**Credit Agreement**”). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement.

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreement as of February 8, 2021:

<b>Credit Facilities</b>	<b>Principal &amp; Interest</b>	<b>Indebtedness</b>
<b>Operating line</b>	\$112,410.71	
Accrued interest	\$68.89	
Sub-total		\$112,479.60
<b>Overdrawn account</b> (last month’s payment of term loan)	\$9,990.61	
Accrued interest	\$28.74	
Sub-total		\$10,019.35
<b>Term loan</b>	\$441,666.49	
Accrued interest	\$915.40	
Sub-total		\$442,581.89.10
<b>CEBA Loan</b>	\$40,000.00	\$40,000.00
<b>Legal Fees:</b>		\$2,500.00
<b>Total</b>		<b>\$607,580.84</b>

The Debtor is in default of its obligations under the Credit Agreement. On behalf of TD, we hereby make formal demand for payment of **\$607,580.84**, together with accruing interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by TD (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, a general security agreement dated April 29, 2020, granted by the Debtor in favour of TD.

If payment of the Indebtedness is not received immediately, TD shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to appoint an interim receiver, receiver or receiver and manager of the Debtor, in which case TD will also be seeking all costs incurred in so doing.

On behalf of TD, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”).

TD hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP

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

Kyle Plunkett

KP/srm

Encl.

cc: *Michelle Benoy - TD Commercial Banking*  
*Peter Hanke - TD Commercial Banking*

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**(Bankruptcy and Insolvency Act, Subsection 244(1))**

Delivered By Courier & Regular Mail

**TO: Brad Duby Professional Corporation**  
**Duby & Associates**  
2 Clinton Place  
Toronto, Ontario M2G 1J9

**Brad Duby Professional Corporation**  
**Duby & Associates**  
5700 Yonge Street, Suite 200  
North York, Ontario M2M 4G8

*insolvent company / person*

*insolvent company / person*

**TAKE NOTICE** that:

1. The Toronto-Dominion Bank (“**TD**”), a secured creditor, intends to enforce its security on the property, assets and undertakings of Brad Duby Professional Corporation (the “**Debtor**”), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal property interests of the Debtor.
2. The security that is to be enforced is in the form of, *inter alia*, a general security agreement dated April 29, 2020, granted by the Debtor (the “**Security**”).
3. As at February 8, 2021, the total amount of the indebtedness secured by the Security is the sum of **\$607,580.84** in principal and interest, plus accruing interest and recovery costs of TD (including, without limitation, TD’s legal and other professional fees).
4. TD will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

**DATED** at Toronto this 9<sup>th</sup> day of February, 2021.

**THE TORONTO-DOMINION BANK**  
by its lawyers, **Aird & Berlis LLP**

Per:



---

Kyle Plunkett

Brookfield Place, Suite 1800  
181 Bay Street, Box 754  
Toronto, ON M5J 2T9  
Tel: 416-863-1500  
Fax: 416-863-1515

**Note:** This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

**ACKNOWLEDGMENT AND CONSENT**  
**(BANKRUPTCY & INSOLVENCY ACT, Section 244(1))**

Brad Duby Professional Corporation hereby acknowledges the receipt of a Notice of Intention to Enforce Security of Brad Duby Professional Corporation pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* delivered by The Toronto-Dominion Bank on February 9, 2021, and the undersigned does hereby consents to the immediate enforcement of the security referred to in the said notice, and expressly waives the ten (10) day notice period set forth in the aforesaid notice.

Dated this \_\_\_\_ day of February, 2021

Brad Duby Professional Corporation

Per:

\_\_\_\_\_  
Name:  
Authorized Signing Officer



# EXHIBIT J

This is Exhibit "J" referred to in the Affidavit of Michelle Benoy  
sworn February 24, 2021.

---

*Commissioner for Taking Affidavits (or as may be)*

---

**From:** Nico Paul <[nico@paullaw.ca](mailto:nico@paullaw.ca)>

**Sent:** February 23, 2021 9:22 AM

**To:** Joanne MacMillan <[JMacMill@lso.ca](mailto:JMacMill@lso.ca)>; Matthew Lem <[Matthew.Lem@mnp.ca](mailto:Matthew.Lem@mnp.ca)>

**Cc:** Jim Howie <[jrhowie@hshlawyers.com](mailto:jrhowie@hshlawyers.com)>; Voula S <[voula@paullaw.ca](mailto:voula@paullaw.ca)>

**Subject:** Brad Duby Estate

**CAUTION: This email originated from outside the LSO. Exercise caution before clicking links, opening attachments, or responding.**

Good morning,

As discussed with each of you yesterday, I can no longer be involved with this file.

I was retained by the surviving spouse to investigate the estate issues and how to unravel the untimely death of Mr. Duby in light of his law practice.

This led to my asking Jim Howie to assist in determining the current cases and the work in progress to ascertain their value and with a view to protecting the interests of Mr. Duby's clients as well as the interests of his Estate and the creditors.

He has done and continues to do a magnificent job in trying to protect the files from leaving the firm and falling into the hands of other lawyers whereby the intrinsic value (subject to the collection of disbursements and WIP) would be essentially lost.

He cannot control this process, however, and many files are already in the process of being assigned to other lawyers.

I have received an overwhelming number of requests for information and files from both clients and other assignee lawyers as well as creditors, to which I have not replied as I do not have the information/documentation that they request nor do I have the authority to release the information/documentation.

It is also quite possible that the liabilities of Mr. Duby's PC exceed his assets even with the added value of the files however that has yet to be determined. I still have very little financial information as the surviving spouse has no access.

I have spoken to the surviving spouse and she is overwhelmed by the process (understandably so) and has not given me any instructions on how to address any of these issues as she is not familiar with this process and is still grieving from the loss of her husband.



Consequently, it is being left to TD Bank as the principal secured creditor and the Law Society to determine next steps.

I have spoken to Matthew Lem of MNP and have advised him that TD will have to seek an Order as receiver and take over Mr. DUBY's PC. I would ask that he confirm in writing by 12 noon today that it is TD's intention to do so whereupon I will redirect all inquiries regarding this matter to him directly.

If I do not receive this confirmation, then I will redirect all inquiries back to Joanne MacMillan and Trustee Services as there will be no one else at the helm and the clients' files and issues need to be addressed immediately.

I believe Jim Howie will work with either Matthew or Joanne to see this through however he will definitely need ongoing direction from a definitive authority.

I wish I could be of more assistance, however I have no instructions nor authority to make decisions and as a result cannot reply to the enquiries or seek to resolve any issues.

I am happy to assist any of you as needed wherever possible.

I look forward to hearing from you.

Thank you.

*Nico Paul*

*Paul and Paul - Lawyers | 2323 Yonge Street, Suite 504, Toronto, Ontario M4P 2C9*

*Tel: (416) 968-1777 Ext. 1 | Fax: (416) 968-1211 | Email: [nico@paullaw.ca](mailto:nico@paullaw.ca)*

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**TAB 3**

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

B E T W E E N:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BRAD DUBY PROFESSIONAL CORPORATION**

Respondent


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

**CONSENT**

MNP Ltd. ("**MNP**") hereby consents to act as Court-appointed receiver, without security, of all of the assets, undertakings and property of Brad Duby Professional Corporation pursuant to subsection 243(1) of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, in accordance with an order substantially in the form requested by the Applicant, or as such order may be amended in a manner satisfactory to MNP.

Dated at Toronto this 24<sup>th</sup> day of February, 2021.

**MNP LTD.**

  
\_\_\_\_\_  
Name: Matthew Lem  
Title: Senior Vice President

c/s

**THE TORONTO-DOMINION BANK**

- and -

**BRAD DUBY PROFESSIONAL CORPORATION**

Applicant

Respondent

Court File No. CV-21- 00657656 -00CL

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
Proceedings commenced at Toronto**

---

**CONSENT TO ACT**

---

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle B. Plunkett (LSO # 61044N)**  
Tel: (416) 865-3406  
Fax: (416) 863-1515  
Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

*Lawyers for The Toronto-Dominion Bank*



# TAB 4

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

THE HONOURABLE MR ) THURSDAY, THE 25<sup>TH</sup>  
 )  
JUSTICE CAVANAGH ) DAY OF FEBRUARY, 2021

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BRAD DUBY PROFESSIONAL CORPORATION**

Respondent

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

**ORDER**  
**(appointing Receiver)**

**THIS APPLICATION** made by The Toronto-Dominion Bank ("**TD Bank**"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing MNP Ltd. as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Brad Duby Professional Corporation (the "**Debtor**") acquired for, or used in relation to a business carried on by the

Debtor, was heard this day by judicial videoconference due to the COVID-19 emergency via Zoom.

**ON READING** the Affidavit of Michelle Benoy sworn February 24, 2021 and the exhibits thereto, including, without limitation, the consent of MNP dated February 24, 2021 to act as the Receiver, and on hearing the submissions of counsel for TD Bank and Counsel, Trustee Services, of the Law Society of Ontario (“**LSO**”) and all other parties listed on the Counsel Slip, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Nathan Gates to be filed,

### **SERVICE**

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

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP Ltd. is hereby 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**").

### **RECEIVER’S POWERS**

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

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



- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the 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) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction associated with recovery from a successor or substituting lawyer of any outstanding out-of-pocket disbursements incurred or remuneration for services rendered by the Debtor up to January 28, 2021 in connection with or arising from such file or files that are being transferred;
  - (ii) without the approval of this Court in respect of any transaction, excluding such transactions identified in paragraph 3(k)(i) above, not exceeding \$25,000; provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (iii) with the approval of this Court in respect of any transaction, excluding such transactions identified in paragraph 3(k)(i) above, 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* shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to 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 share, transfer and otherwise exchange information related to the Debtor and the Property with the LSO, including but not limited to documents, records and other information with respect to the Debtor's client files, time dockets, disbursements, legal expense, and insurance coverage and policies;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) 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. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

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

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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

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

## **PIPEDA AND SHARING OF INFORMATION**

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all



material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **THIS COURT ORDERS** that LSO shall be permitted, and is hereby authorized, to disclose to the Receiver such Records and/or information relating to the Debtor's client files; provided that the Receiver shall be required to keep such information confidential and shall comply with any and all laws and regulations applicable to the maintenance and transfer of any such Records or files to any successor or substituting lawyer.

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

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

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

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

this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

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

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

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

### **FUNDING OF THE RECEIVERSHIP**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and

is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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

#### **SERVICE AND NOTICE**

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/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 '[mnpdebt.ca/braddubypc](http://mnpdebt.ca/braddubypc)'.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any

other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **TRANSFER OF CLIENT FILES**

28. **THIS COURT ORDERS** that prior to any client files being transferred or released by the LSO, in consultation with the Receiver, to a successor or substituting lawyer, any and all outstanding out-of-pocket disbursements, to the extent payable, incurred by the Debtor in connection with or arising from such file or files shall be paid to the Receiver by the successor or substituting lawyer in full, unless otherwise agreed to by the Receiver.

#### **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.

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

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 TD Bank shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of TD Bank's security or, if not so provided by TD Bank's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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## SCHEDULE "A"

### RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "**Receiver**") of the assets, undertakings and properties Brad Duby Professional Corporation (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 25<sup>th</sup> day of February, 2021 (the "**Order**") made in an action having Court file number CV-21-00657656-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the \_\_\_\_ day of February, 2021.

**MNP LTD.**, solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:



**THE TORONTO-DOMINION BANK**

- and -

**BRAD DUBY PROFESSIONAL CORPORATION**

Applicant

Respondent

Court File No. CV-21-00657656-00CL

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

**Proceedings commenced at Toronto**

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**RECEIVERSHIP ORDER**

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*Lawyers for The Toronto-Dominion Bank.*

# TAB 5

Revised: January 21, 2014  
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. — CV-21-00657656-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE — MR ) ~~WEEKDAY~~ THURSDAY, THE # 25<sup>TH</sup>  
JUSTICE — CAVANAGH ) DAY OF ~~MONTH~~ FEBRUARY,  
20~~YR~~ 2021

**PLAINTIFF<sup>†</sup>**

Plaintiff

THE TORONTO-DOMINION BANK

Applicant

- and -

**DEFENDANT**

Defendant

BRAD DUBY PROFESSIONAL CORPORATION

Respondent

<sup>†</sup> ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

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

**ORDER**  
(appointing Receiver)

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~<sup>2</sup>The Toronto-Dominion Bank ("TD Bank"), 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]~~MNP Ltd. as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~Brad Duby Professional Corporation (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by judicial videoconference due to the COVID-19 emergency via Zoom.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Michelle Benoy sworn ~~[DATE]~~February 24, 2021 and the ~~Exhibits~~exhibits thereto, including, without limitation, the consent of MNP dated February 24, 2021 to act as the Receiver, and on hearing the submissions of counsel for ~~[NAMES]~~TD Bank and Counsel, Trustee Services, of the Law Society of Ontario ("LSO") and all other parties listed on the Counsel Slip, no one appearing for ~~[NAME]~~any other person on the service list, although duly served as appears from the affidavit of service of ~~[NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver,~~Nathan Gates to be filed,

**SERVICE**

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

1. **THIS COURT ORDERS** that the time for service of the ~~Notice of Motion and the Motion~~Application Record of TD Bank is hereby abridged and validated<sup>3</sup> so that this ~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

#### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~MNP Ltd. is hereby 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**").

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

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

<sup>3</sup>~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

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) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby

~~<sup>4</sup> This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

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 associated with recovery from a successor or substituting lawyer of any outstanding out-of-pocket disbursements incurred or remuneration for services rendered by the Debtor up to January 28, 2021 in connection with or arising from such file or files that are being transferred;

- (ii) without the approval of this Court in respect of any transaction, excluding such transactions identified in paragraph 3(k)(i) above, not exceeding \$~~\_\_\_\_\_~~25,000; provided that the aggregate consideration for all such transactions does not exceed \$~~\_\_\_\_\_~~100,000; and

- (iii) ~~(ii)~~ with the approval of this Court in respect of any transaction, excluding such transactions identified in paragraph 3(k)(i) above, 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*, ~~for section 31 of the Ontario *Mortgages*~~



~~Act, as the case may be,<sup>5</sup> 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 share, transfer and otherwise exchange information related to the Debtor and the Property with the LSO, including but not limited to documents, records and other information with respect to the Debtor's](#)

~~<sup>5</sup> If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

client files, time docket, disbursements, legal expense, and insurance coverage and policies;

(r) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(s) ~~(t)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

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

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

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

to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

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

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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

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

### **PIPEDA AND SHARING OF INFORMATION**

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. THIS COURT ORDERS that LSO shall be permitted, and is hereby authorized, to disclose to the Receiver such Records and/or information relating to the Debtor's client files; provided that the Receiver shall be required to keep such information confidential and shall comply with any and all laws and regulations applicable to the maintenance and transfer of any such Records or files to any successor or substituting lawyer.

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~16.~~ THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession

of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### LIMITATION ON THE RECEIVER'S LIABILITY

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

### RECEIVER'S ACCOUNTS

19. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

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

21. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands,

<sup>6</sup> ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~



against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

22. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~\_\_\_\_\_~~75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

## SERVICE AND NOTICE

26. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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 ‘[@mnpdebt.ca/braddubypc](mailto:mnpdebt.ca/braddubypc)’.

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## TRANSFER OF CLIENT FILES

28. **THIS COURT ORDERS** that prior to any client files being transferred or released by the LSO, in consultation with the Receiver, to a successor or substituting lawyer, any and all outstanding out-of-pocket disbursements, to the extent payable, incurred by the Debtor in connection with or arising from such file or files shall be paid to the Receiver by the successor or substituting lawyer in full, unless otherwise agreed to by the Receiver.

**GENERAL**

29. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

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

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

34. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



## SCHEDULE "A"

### RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ MNP Ltd., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ Brad Duby Professional Corporation (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 25<sup>th</sup> day of February, 2021 (the "Order") made in an action having Court file number CV-21-00657656-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the    day of February, 20 2021.

~~[RECEIVER'S NAME]~~ MNP LTD., solely in  
its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:

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Document comparison by Workshare Compare on February 24, 2021 5:54:29 PM

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Document 2 ID	iManage://wsc.airdberlis.com/cm/43599722/4
Description	#43599722v4<wsc.airdberlis.com> - Receivership Order - TD/Duby
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Deletions	92
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Style changes	0
Format changes	0
Total changes	173



# TAB 6

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

B E T W E E N:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BRAD DUBY PROFESSIONAL CORPORATION**

Respondent

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

**SERVICE LIST  
(As of February 24, 2021)**

<b>Aird &amp; Berlis LLP</b> Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9  <i>Lawyers for The Toronto-Dominion Bank</i>	<b>Kyle Plunkett</b> <a href="mailto:kplunkett@airdberlis.com">kplunkett@airdberlis.com</a>  <b>Nathan Gates</b> <a href="mailto:ngates@airdberlis.com">ngates@airdberlis.com</a>  Tel: 416-863-1500 Fax: 416-863-1515
<b>The Toronto-Dominion Bank</b> 3140 Dufferin Street Toronto, ON M6A 2T1  <i>Applicant</i>	<b>Peter Hanke</b> <a href="mailto:peter.hanke@td.com">peter.hanke@td.com</a>  Tel: 416-785-5818  <b>Michelle Benoy</b> <a href="mailto:michellebenoy@td.com">michellebenoy@td.com</a>  Tel: 416-7855149

<p><b>MNP Ltd.</b> 111 Richmond Street West, Suite 300 Toronto, ON M5H 2G4</p> <p><i>Proposed Receiver</i></p>	<p><b>Matthew Lem</b> <a href="mailto:Matthew.Lem@mnp.ca">Matthew.Lem@mnp.ca</a></p> <p>Tel: 416-206-0345</p>
<p><b>Harrison Pensa LLP</b> 450 Talbot Street London, ON N6A 516</p> <p><i>Counsel to Proposed Receiver</i></p>	<p><b>Tim Hogan</b> <a href="mailto:thogan@harrisonpensa.com">thogan@harrisonpensa.com</a></p> <p>Tel: 519-661-6743</p>
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<p><b>Department of Justice (Canada)</b> The Exchange Tower 3400-130 King Street West P.O. Box 36 Toronto, ON M5X 1K6</p>	<p><b>Diane Winters</b> <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a></p> <p>Tel: 416-973-3172</p> <p><b>Ontario Regional Office</b> Email: <a href="mailto:torbankruptcy@justice.gc.ca">torbankruptcy@justice.gc.ca</a></p>

## EMAIL SERVICE LIST

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**THE TORONTO-DOMINION BANK**

- and -

**BRAD DUBY PROFESSIONAL CORPORATION**

Applicant

Respondent

Court File No. CV-21- 00657656 -00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
Proceedings commenced at Toronto**

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**APPLICATION RECORD  
(returnable February 25, 2021)**

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**AIRD & BERLIS LLP**  
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181 Bay Street, Suite 1800  
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